



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 18, 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 2:00 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 2:00 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 2:00 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 2:00 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 Recognizes National Public Works Week.](#)
2. [National City Recognizes the Retirement of Jose Soltero after 43 years of service with EDCO.](#)

AWARDS AND RECOGNITIONS

3. [COVID-19 Health Heroes.](#)
4. [Recognition of Filipino Community Group.](#)

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

5. [Community Service Month Recap. \(Community Services\)](#)

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

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. \(City Clerk\)](#)
7. [Resolution of the City Council of the City of National City ratifying the approval of a facility use agreement with Sweetwater Union High School District for the administration of COVID-19 vaccinations via Mobile Service Units. \(City Manager\)](#)

8. [Temporary Use Permit – Halloween retail tent store hosted by Halloween Express at Westfield Plaza Bonita Mall from August 27, 2021 thru November 4, 2021 with no waiver of fees. \(Community Development\)](#)
9. [Warrant Register #40 for the period of 3/31/21 through 4/06/21 in the amount of \\$2,537,590.23. \(Finance\)](#)
10. [Warrant Register #41 for the period of 4/07/21 through 4/13/21 in the amount of \\$881,992.97. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

11. [A Public Hearing pursuant to Proposition 218 to consider a rate adjustment for refuse services including recycling and yard waste disposal provided to National City residences and businesses by EDCO Disposal Corporation and amending the agreement between the City and EDCO Disposal Corporation to increase the monthly rates for refuse collection services. \(Engineering/Public Works\)](#)
12. [Public Hearing and the Introduction of an Ordinance of the City Council of the City of National City amending National City Chapter 9.52 of the National City Municipal Code regarding the Mandatory Commercial and Residential Recycling Program according to SB 1383. \(Engineering/Public Works\)](#)

NON CONSENT RESOLUTIONS

13. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 538 “C” Avenue. \(Applicants: Christopher and Tang Warnke\) \(Case File 2021-04 M\) \(Planning\)](#)

NEW BUSINESS

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

14. [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 - June 1, 2021 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Recognizes National Public Works Week.](#)

Please scroll down to view the backup material.

Item # ____
05/18/21

National City Recognizes National Public Works Week

The following page(s) contain the backup material for Agenda Item: [National City Recognizes the Retirement of Jose Soltero after 43 years of service with EDCO.](#)
Please scroll down to view the backup material.

Item # ____
05/18/21

**National City Recognizes the Retirement of Jose Soltero
after 43 years of service with EDCO**

The following page(s) contain the backup material for Agenda Item: [COVID-19 Health Heroes](#).

Please scroll down to view the backup material.

Item # ____
05/18/21

COVID-19 Health Heroes

The following page(s) contain the backup material for Agenda Item: [Recognition of Filipino Community Group](#).

Please scroll down to view the backup material.

Item # ____
05/18/21

Recognition of Filipino Community Group

The following page(s) contain the backup material for Agenda Item: [Community Service Month Recap. \(Community Services\)](#)

Please scroll down to view the backup material.

Item # ____
05/18/21

COMMUNITY SERVICE MONTH RECAP

(Community Services)



Community Service Month

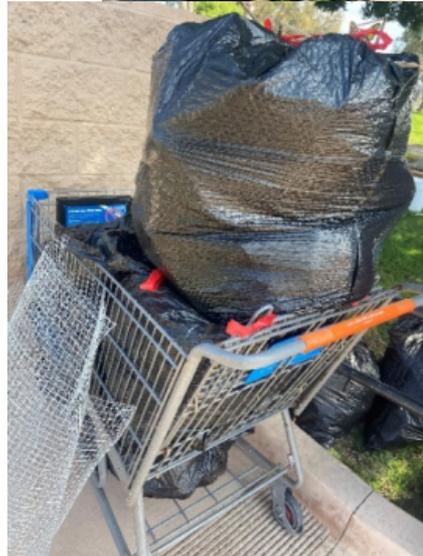
April 2021



Trash Collections

- ❖ **Total Volunteers: 144**
- ❖ **Total Litter Removed: 337.71 pounds**
- ❖ **Average Litter Removed Per Volunteer: 2.35 pounds**
- ❖ **Total Miles Covered: 77.25 miles**
- ❖ **Average Cleanup Time: 30 minutes**
- ❖ **Use of Reusable Items to Remove Litter (e.g. gloves, buckets): 96%**
- ❖ **Top Litter Items Reported**
 - ❖ **Food Wrappers**
 - ❖ **Cigarette Filters**
 - ❖ **Water Bottles**
- ❖ **Most Unusual Items Removed: shopping carts, blankets, and mattress**

Residents in Action!





Residents in Action!



Neighborhood Preservation Cleanup - April 24, 2021

- ❖ 40 Yard Dumpsters Filled: 19
- ❖ Trash Collected: 32.74 tons
- ❖ E-waste Collected: 4,550 lbs.
- ❖ Appliances Collected: 1,060 lbs
- ❖ Mulch Distributed: 40 yards





San Diego Rescue Mission Cleanup - April 24, 2021

- ❖ **Trash Cleanup Locations**
 - ❖ **Kimball Park (Paradise Creek area)**
 - ❖ **El Toyon Park (west side and walking path parallel to I-805)**
 - ❖ **Euclid Avenue and 24th Street (west sidewalk)**
- ❖ **Homeless Outreach Locations**
 - ❖ **I-805 between East Plaza and East 16th Street**
- ❖ **Total Volunteers: 50**
- ❖ **Total Volunteer Hours: 75**



**Thank you to our residents for keeping
National City beautiful!**

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 # ____
05/18/21

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: [Resolution of the City Council of the City of National City ratifying the approval of a facility use agreement with Sweetwater Union High School District for the administration of COVID-19 vaccinations via Mobile Service Units. \(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 18, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the approval of a facility use agreement with Sweetwater Union High School District for the administration of COVID-19 vaccinations via Mobile Service Units.

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

PHONE: (619) 336-4240

APPROVED BY: 

EXPLANATION:

On Thursday, April 29, the Fire Department's Mobile Vaccination Unit participated in a vaccination event organized in partnership with Sweetwater Union High School District at Sweetwater High School. The event was advertised directly by the high school and provided free COVID-19 vaccinations to those residents 16 and older. This is part of the City's broader efforts to vaccinate residents quickly and equitably. The facility use agreement fully indemnified the School District. Typically the agreement would be approved by City Council; however, due to the time sensitive nature of the event, the City Manager authorized execution of the facility use agreement using his authority as designated Emergency Services Director under the previously City Council approved public health declaration.

The vaccination event was ultimately successful, providing 340 vaccines to youth and others. Surplus vaccines were then administered to an additional 185 residents at the National City Library the following day. National City's vaccination rate is currently approximately 55% of our population.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

City staff recommends adoption of the attached resolution ratifying the facility use agreement. A copy of the facility use agreement is also attached.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment A – Resolution Approving a Facility Use Agreement with Sweetwater Union High School District
Attachment B – Facility Use Agreement for Use of Sweetwater High School

**SWEETWATER UNION HIGH SCHOOL DISTRICT
APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES
CORONAVIRUS ADDENDUM (Attach to Application)**

Date of Application: April 27, 2021

Requested Facility: Multi-Purpose Room _____ Kitchen _____ Classrooms(s) Other: New Gym

Month: April Day(s) of Month: Thursday the 29th Time(s): 8am-2pm

In addition to the attached Application and Agreement for the Use of Facilities, Applicant/ Representative enters this Coronavirus Addendum and further hold harmless Agreement, incorporated into the Application and Agreement, as follows:

1. Including, but not limited to, the SARS-CoV-2 virus (the "Coronavirus"), the Applicant/Representative (the "FACILITY USER") agrees to use its best efforts to enforce all local, state, and federal guidelines regarding human protection from the Coronavirus (the "Guidelines"). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a. <https://covid19.ca.gov/>
- b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- c. San Diego County Health Guidelines

2. To the extent permitted by law, the FACILITY USER shall send all invitees/participants away if they are observed not to be meeting all required Guidelines.

3. The FACILITY USER shall provide all personal protective equipment required to follow the guidelines.

4. If the District determines that the FACILITY USER's use of the District facility at any time is not in full compliance with the Guidelines, the District will bring these discrepancies to the attention of the FACILITY USER. If notified by the District of any such discrepancies, FACILITY USER will promptly make all reasonable efforts to bring its use of the District facility into full compliance with all Guidelines. The District will not, however, have the authority to order the FACILITY USER to terminate use of the District facility as a Voting Center, nor may the District obstruct the access of voters to the District facility. (See Paragraphs 5 & 6 below regarding FACILITY USER assumption of risk.)

5. The District makes no representation regarding the condition of the facility in use. It shall be the FACILITY USER's sole responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA).

6. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from FACILITY USER's use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from FACILITY USER's use and occupancy of the District facility.

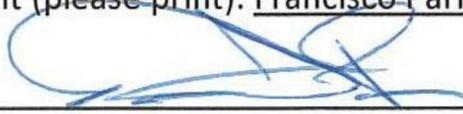
7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of FACILITY USER's use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with FACILITY USER's use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. This waiver shall not apply to liability that may occur or arise as a result of willful, intentional or reckless conduct on the part of the District. FACILITY USER understands that by signing this Agreement, FACILITY USER is releasing claims and giving up substantial rights, including FACILITY USER's right to sue, and acknowledge that FACILITY USER is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement have been made.

8. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, I AGREE TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE) FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE, BUT NOT INTENTIONAL, WILLFUL OR RECKLESS CONDUCT ON THE PART OF THE DISTRICT.

Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during the use of the District facility. I represent and warrant that I am authorized to execute this Addendum on behalf of FACILITY USER and have the authority to do so under law.

Name of FACILITY USER's Organization: City of National City

Name of Representative/Agent (please print): Francisco Parra, Chief of Emergency Services

Signature of Representative:  _____

Address: 1243 National City Blvd, National City, 91950

Work Phone: (619) 336-4551 Other Phone: (619)726-6547

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RATIFYING THE APPROVAL OF A FACILITY USE AGREEMENT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR THE ADMINISTRATION OF COVID-19 VACCINATIONS VIA MOBILE SERVICE UNITS

WHEREAS, on Thursday, April 29, 2021, the National City Fire Department's Mobile Vaccination Unit participated in a vaccination event organized in partnership with Sweetwater Union High School District at Sweetwater High School; and

WHEREAS, the Sweetwater Union High School District required the City of National City to enter into a Facility Use Agreement; and

WHEREAS, the Sweetwater Union High School District Facility Use Agreement included indemnification language, requiring the City of National City fully indemnify the Sweetwater Union High School District; and

WHEREAS, City of National City City Policy 1001 provides that "The City will avoid incurring disproportionate risks in contractual agreements and all undertakings. In contractual relationships, the City will transfer to others, whenever possible, all risks of loss, unless otherwise directed by City Council"; and

WHEREAS, due to the time sensitive nature of the event, the City Manager authorized execution of the Facility Use Agreement using his authority as designated Emergency Services Director under the previously City Council approved public health declaration; and

WHEREAS, City staff recommends that City Council ratify the approval of a Facility Use Agreement with Sweetwater Union High School District for the administration of COVID-19 vaccinations via Mobile Service Units.

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

Section 1: Ratifies the approval of a Facility Use Agreement with Sweetwater Union High School District for the administration of COVID-19 vaccinations via National City Fire Department's Mobile Vaccination Unit.

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

PASSED and ADOPTED this 18th 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: [Temporary Use Permit – Halloween retail tent store hosted by Halloween Express at Westfield Plaza Bonita Mall from August 27, 2021 thru November 4, 2021 with no waiver of fees. \(Community Development\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 18, 2021

AGENDA ITEM NO. |

ITEM TITLE:

[Temporary Use Permit – Halloween retail tent store hosted by Halloween Express at Westfield Plaza Bonita Mall from August 27, 2021 thru November 4, 2021 with no waiver of fees.]

PREPARED BY: [Dionisia Trejo]

DEPARTMENT: Community Development Department

PHONE: [(619) 336-4255]

APPROVED BY:  _____

EXPLANATION:

This is a request from Halloween Express to open a temporary outdoor Halloween retail tent store at Plaza Bonita Mall from August 27, 2021 thru November 4, 2021. Daily hours of operations will be from 10 a.m. to 9 p.m.

This 50 x 150sqft tent will be set-up on the westside parking lot of the mall adjacent to Ring Road within lot number location known as Lot #2. This outdoor tent will provide the community with a wide product selection of seasonal items such as Halloween costumes, decorations, and accessories. At the end of the season, starting November 1st, Halloween Express will have a three day 50 percent liquidation sale. If approved, this temporary structure may require additional permits and inspections from both the Building and Fire Department prior to opening for business. Westfield Plaza Bonita security and the applicant's staff will serve as security during the business and closed hours of operation.

Note: This applicant has been approved for this request with no waivers in 2019 & 2020.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

[City fee of \$272.00 for processing the TUP through various City departments, plus \$600.00 for Fire Department and \$154.86 for Building.
Total fees: \$1,026.86]

ENVIRONMENTAL REVIEW:

[N/A]

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

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

BOARD / COMMISSION RECOMMENDATION:

[N/A]

ATTACHMENTS:

[Application for a Temporary Use Permit with recommended conditions of approval.]



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

Special Event Application

Type of Event

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

Event Name & Location

Event Title Halloween Retail Tent

Event Location (list all sites being requested) Parking Lot 2 at Westfield Plaza Bonita Mall

Event Times

Set-Up Starts
Date 8/16/2021 Time 8:00 AM Day of Week Monday

Event Starts
Date August 27th Time 10:00 AM Day of Week Friday

Event Ends
Date November 4th Time 9:00 PM Day of Week Thursday

Breakdown Ends
Date November 10th Time 8:00 PM Day of Week Wednesday

Applicant Information

Applicant (Your name) Halloween Tyme LLC Sponsoring Organization Halloween Express

Event Coordinator (if different from applicant) Mathew Fahr

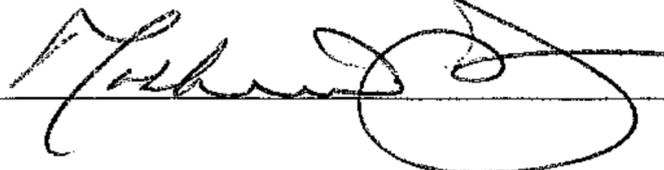
Mailing Address 784 Avenida Codorniz, San Marcos, CA 92069

Day Phone 414-803-8989 After Hours Phone 414-803-8989 Cell 414-803-8989 Fax 866-568-6655

Public Information Phone _____ E-mail mmfahr@gmail.com

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

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

Signature of Applicant:  Date 3/24/2021

Special Event Application (continued)

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

Fees/Proceeds/Reporting

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

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

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

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

\$ _____ Estimated Expenses for this event.

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

Description of Event

First time event Returning Event include site map with application

Note that this description may be published in our City Public Special Events Calendar:
Retail sales of Halloween Costumes, Decoration, and Make up

Estimated Attendance

Anticipated # of Participants: _____ Anticipated # of Spectators: _____

Traffic Control, Security, First Aid and Accessibility

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

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

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

Other (explain) _____

Requesting to post "no parking" notices? Yes No

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

Other (explain) _____

Security and Crowd Control

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

Please describe your procedures for both Crowd Control and Internal Security: Mall Security and Halloween Express Employees

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

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

Security Director (Name): _____ Phone: _____

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

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

9:00 AM to 10:00 PM. We will use SDGE Electricity to have Standard Internal Lighting and will use

Parking Lot lights as well as some Flood lights and Light tower to illuminate the outside.

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No

First aid station to be staffed by professional company. ▶ Company _____

Accessibility

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

Attached, please find a map of where the tent will be set up and Halloween Express Two Marked

Parking Spots for Disabled Parking

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

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

Applicant providing own stage ▶ _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

one # of tents size 7500 sq f

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

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

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

- Food/beverages to be handled by organization; no outside vendors
- Vendors selling services # _____ ▶ Business License #(s) _____
 - ▶ Explain services _____
- Vendors passing out information only (no business license needed) # _____
 - ▶ Explain type(s) of information _____
- No selling or informational vendors at event

Having children activities? Yes No

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- Inflatable bouncer house # _____ Rock climbing wall Height _____
- Inflatable bouncer slide # _____ Arts & crafts (i.e., craft making, face painting, etc.)
- Other _____

Having fireworks or aerial display? Yes No

- Vendor name and license # _____
- Dimensions _____ Duration _____
- Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes No

- Yes, but media will not require special set-up
- Yes, media will require special set-up. Describe _____

Event Signage

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

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

Yes, we will post signage # _____ Dimensions _____

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

Yes, we will have banners # ⁴ _____

What will signs/banners say? Halloween Express

How will signs/banners be anchored or mounted? The banners will be fastened to the tent with bolts

Waste Management

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

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

If yes, please identify the following:

▶ Total number of portable toilets: Two

▶ Total number of ADA accessible portable toilets: One

Contracting with portable toilet vendor. ▶ Diamond Environmental Services

▶ Load-in Day & Time 8/16/2021 ▶ Load-out Day & Time 11/10/2021
Company Phone

Portable toilets to be serviced. ▶ Time Twice a week

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) 14 days

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

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

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

NPDES-Litter Fence

- City to install litter fence
- Applicant to install litter fence
- N/A

Breaking down set-up the day after the event?

- Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) 6 days
- No, breakdown will occur on the event day.

How are you handling clean-up?

- Using City crews
- Using volunteer clean-up crew during and after event.
- Using professional cleaning company during and after event.

Miscellaneous

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

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



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Halloween Tyme LLC dba Halloween Express</u>	
Event Address: <u>3030 Plaza Bonita Road</u>	Expected # of Attendees: _____
Event Host/Coordinator: _____	Phone Number: _____

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>1</u>			
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>1</u>			
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			
Do all storm drains have screens to temporarily protect trash and debris from entering?			
Are spill cleanup kits readily available at designated spots?			

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

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

Organization: Halloween Tyme LLC dba Halloween Express

Person in Charge of Activity: Mathew Fahr

Address: 784 Avenida Codorniz, San Marcos, CA, 92069

Telephone: 414-803-8989 Date(s) of Use: 8/15/2021 to 11/10/2021

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: MEMBER Date: 8/29/2021

For Office Use Only

Certificate of Insurance Approved _____ Date _____

Release and Hold Harmless Agreement

THE UNDERSIGNED HEREBY AGREES THAT:

In consideration for Temporary Use Permit to erect a retail Halloween Tent in the shopping center commonly known as Westfield Plaza Bonita at 3030 Plaza Bonita Road in National City California, the undersigned, on behalf of itself and its next of kin and anyone claiming through the undersigned, hereby releases, and forever indemnifies and hold harmless the City of National City and its officials, employees, agents and volunteers from any and all damages, losses, claims, demands, liabilities, obligations, actions and causes whatsoever, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, suspected or unsuspected, anticipated or unanticipated, disclosed or undisclosed, and whether or not heretofore asserted, upon or by reason or as a result of the use of or access to the Premises from and after the date hereof regardless of how such injury may arise, regardless of who is at fault or whose negligence caused such injury.

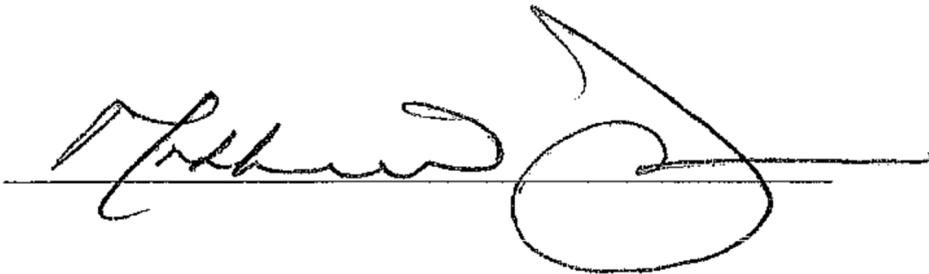
COMPANY: Halloween Tyme LLC, dba Halloween Express

NAME: Mathew Fahr

TITLE: Member

ADDRESS: 784 Avenida Codorniz, San Marcos, California, 92069

TELEPHONE NUMBER: 414-803-8989

SIGNATURE: 

DATE: 2-18-2021

HALLOWEEN EXPRESS

Halloween Tyme LLC.
dba Halloween Express
784 Avenida Codorniz
San Marcos, CA 92069
T. 414-803-8989
F. 866-568-6655
Email. mmfahr@gmail.com

Date: February 18, 2021
To: City of National City
From: Halloween Tyme LLC
Subject: Halloween Express Plan of Operation

Halloween Express is excited to have the opportunity to enter into a tentative lease agreement with Westfield to set up a 50ft.by 150ft. tent at their Plaza Bonita Mall, in the City of National City. This agreement is contingent on permitting. We are requesting that the City of National City, grant us a temporary use permit to allow the tent to be set-up from August 15th to November 15th, 2021.

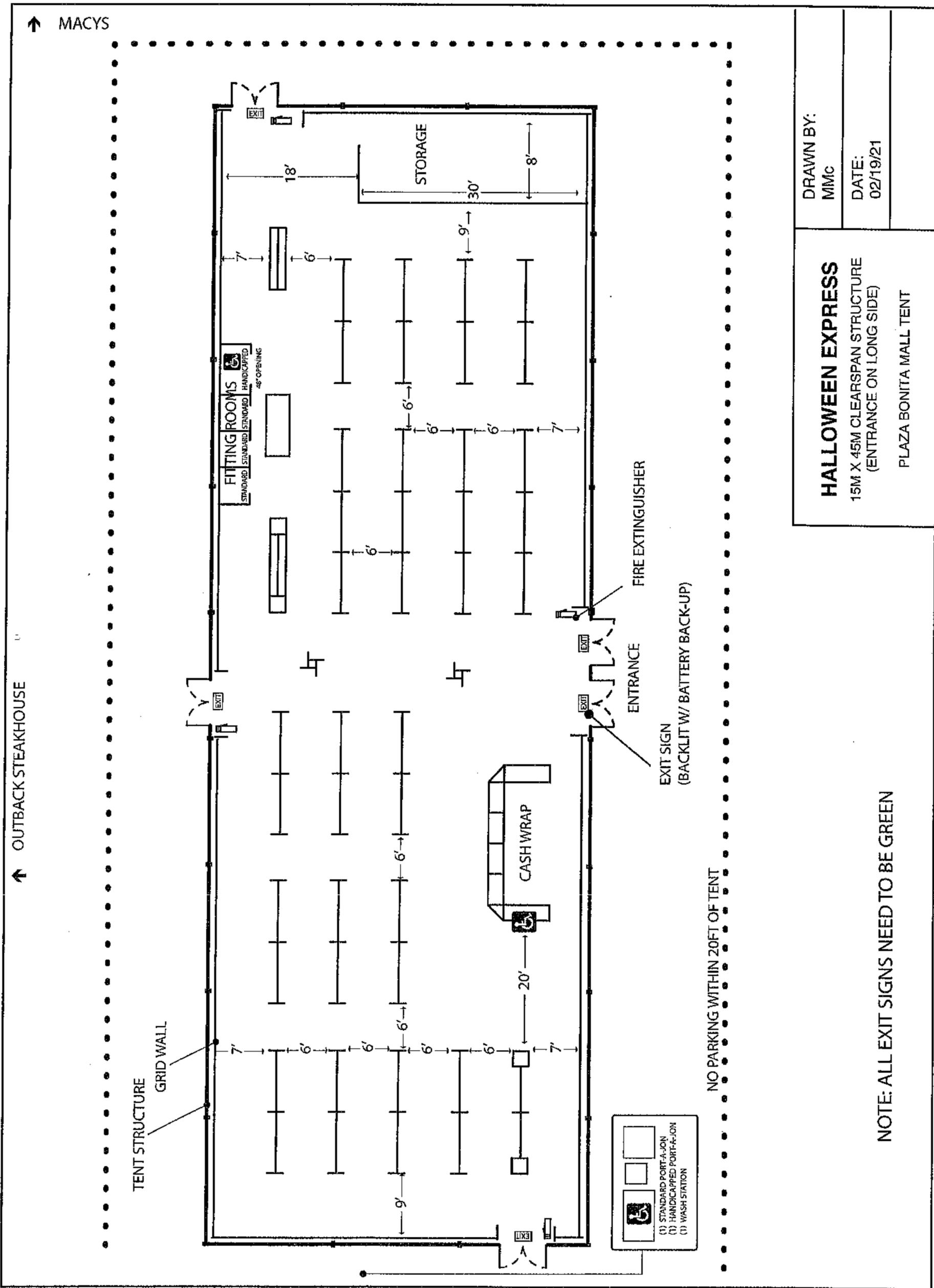
Halloween Express's initial set up is a two week process. It includes permitting and inspection, hiring and training, coordination with tent delivery & set up team, fixture building, product inventory set up and new inventory delivery. These steps are all subject to a domino effect that requires each part of the process to start and complete before the next steps can be taken. At the end of the season, starting November 1st, Halloween Express has a three day 50 percent liquidation sale as well as three days of product inventory, fixture tear down and clean up. The final step is a two day tent tear down, therefore it is a eight day closing process.

In order to ensure the tent is successful and presents a wonderful seasonal attraction to the community, Halloween Express is committed to have great product selection and great customer service. We employ about 20 to 25 part time and full time employees that will be working to complete and run the tent throughout the season. We will be open daily in September from 10:00 a.m. to 9:00 p.m. and in October from 9:00 a.m. to 10:00 p.m.

Halloween Express will have significant product cost, fix cost and set up expenses. In order to retrieve our costs and be competitive in the area, we will need to be open throughout September and October. We would appreciate for the city to consider our application for Temporary use permit to set up a tent from August 15th to Nov 15th 2021.

Sincerely Yours,

Mathew Fahr
Halloween Tyme LLC



DRAWN BY:
MMc

DATE:
02/19/21

HALLOWEEN EXPRESS

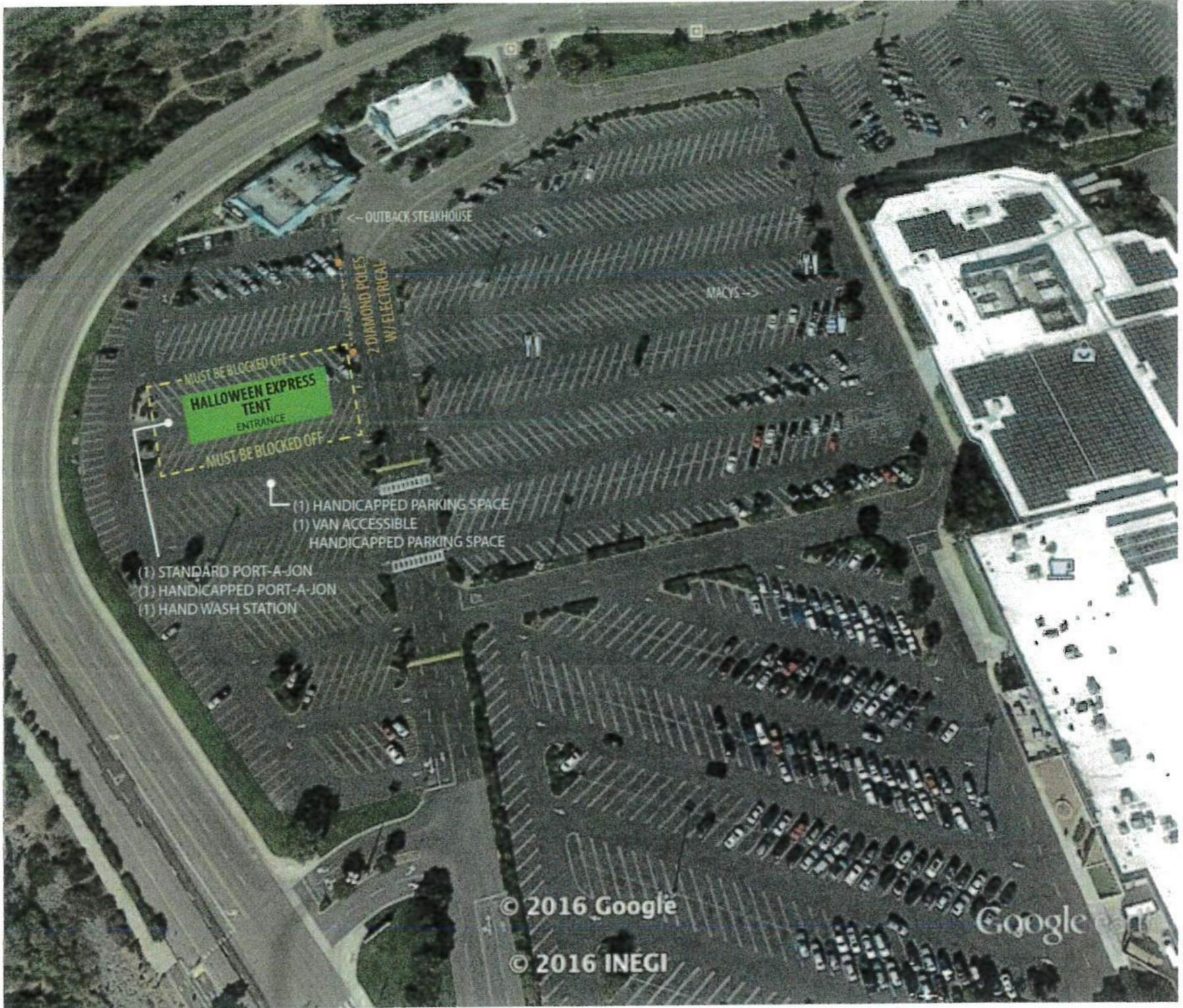
15M X 45M CLEARSPAN STRUCTURE
(ENTRANCE ON LONG SIDE)

PLAZA BONITA MALL TENT

NOTE: ALL EXIT SIGNS NEED TO BE GREEN

NO PARKING WITHIN 20FT OF TENT

- (1) STANDARD PORT-A-JON
- (1) HANDICAPPED PORT-A-JON
- (1) WASH STATION



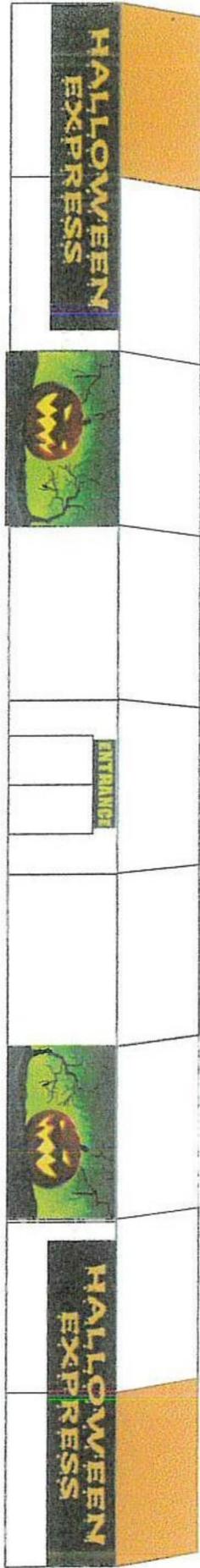
Google earth



**HALLOWEEN EXPRESS
TENT LOCATION**
50FT X 150FT
8/16/21 - 11/10/21

HALLOWEEN EXPRESS 373
 PLAZA BONITA TENT - OUTSIDE LAYOUT

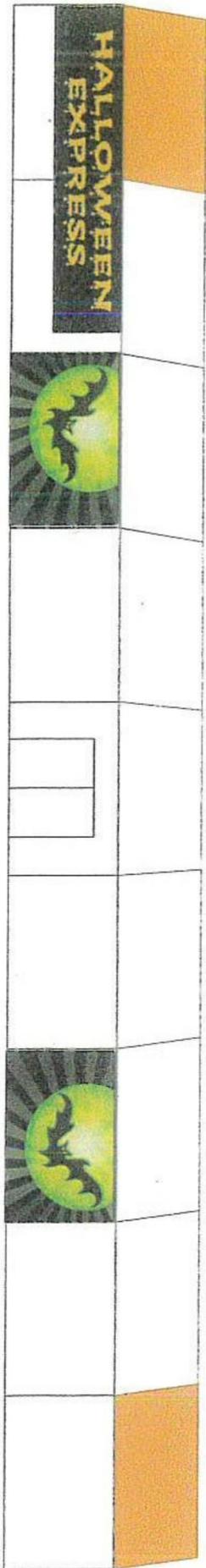
ENTRANCE side



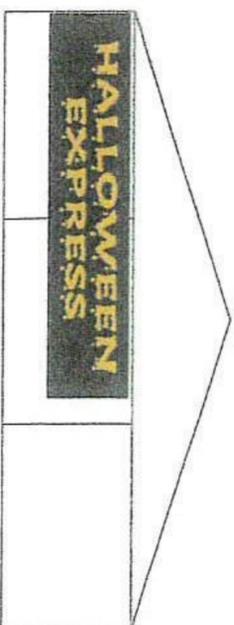
MACYS side



OUTBACK side



ROAD side



February 18, 2021

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

Re: Temporary Use Permit
Halloween Express (Halloween Tyme) – Westfield Plaza Bonita

To whom it may concern:

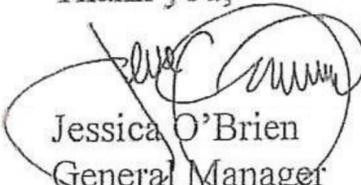
I hereby authorize Matthew Fahr, acting as representative of Halloween Tyme, LLC, to operate a business known as Halloween Express in parking lot #2 at Westfield Plaza Bonita during the dates of August 15, 2021 – November 15, 2021.

Matthew Fahr has permission to install temporary power to poles in parking lot #2 to provide power during the temporary use time if adequate power is not already in place.

Matthew Fahr will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

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

Thank you,


Jessica O'Brien
General Manager

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

City of National City BUSINESS TAX CERTIFICATE



2021

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

"For Services Provided in National City, California Only"

Business Name HALLOWEEN EXPRESS
Business Location 784 AVENIDA CODORNIZ
SAN MARCOS, CA 92069-7354
Business Owner(s) MATHEW M (MEMBER) FAHR
NADER (MEMBER) SEYEDIN

Business Type Retail Sales - General
Account Number 09011658
Effective Date January 01, 2021
Expiration Date December 31, 2021

HALLOWEEN TYME LLC
HALLOWEEN EXPRESS
784 AVENIDA CODORNIZ
SAN MARCOS, CA 92069-7354

City Manager

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

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

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

HALLOWEEN EXPRESS

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

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

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

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

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



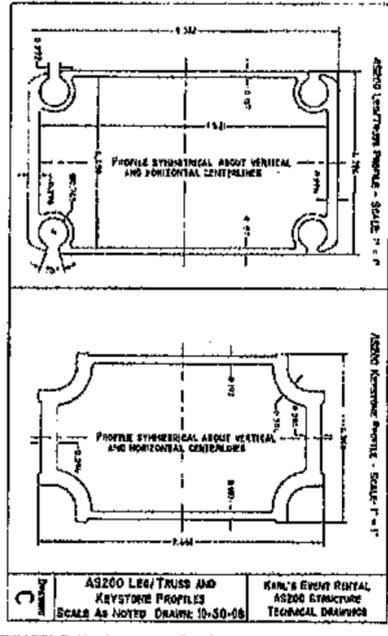
BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of National City BUSINESS TAX CERTIFICATE

HALLOWEEN TYME LLC
HALLOWEEN EXPRESS
784 AVENIDA CODORNIZ
SAN MARCOS, CA 92069-7354

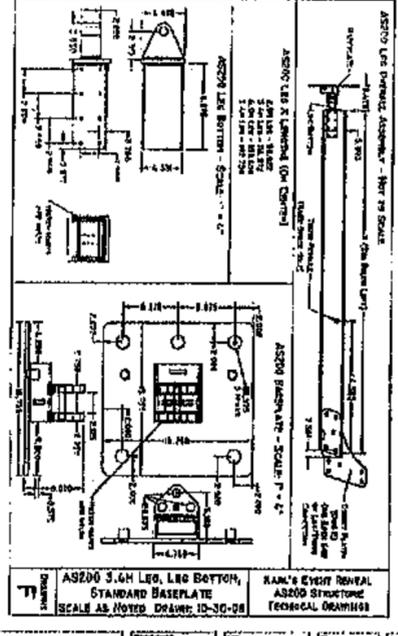
Account Number: 09011658
Date of Issue: 01/01/2021



AS200 LEG/TRUSS AND KEYSTONE PROFILES
 SCALE AS NOTED DRAWING 10-30-06

KARL'S EVENT RENTAL
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

DATE: 01/17/07
 DRAWN BY: JMS
 CHECKED BY: JMS
 SHEET: 140



AS200 LEG BOTTOM, STANDARD BASEPLATE
 SCALE AS NOTED DRAWING 10-30-06

KARL'S EVENT RENTAL
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

DATE: 01/17/07
 DRAWN BY: JMS
 CHECKED BY: JMS
 SHEET: 139

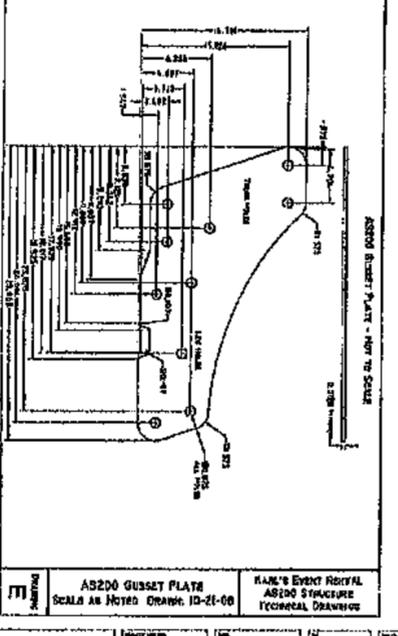
AS200 MATERIALS LIST

ITEM	DESCRIPTION	QUANTITY	REMARKS
1	AS200 LEG	100	
2	AS200 KEYSTONE	50	
3	AS200 GUSSET PLATE	20	
4	AS200 RIBBET PLATE	10	
5	AS200 RIDGEHEAD	5	
6	AS200 PURLIN CLIP	10	
7	AS200 TRUSS	10	
8	AS200 BRACKET	5	
9	AS200 BASEPLATE	10	
10	AS200 TRUSS	10	
11	AS200 BRACKET	5	
12	AS200 BASEPLATE	10	
13	AS200 TRUSS	10	
14	AS200 BRACKET	5	
15	AS200 BASEPLATE	10	

MATERIALS LIST

KARL'S EVENT RENTAL
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

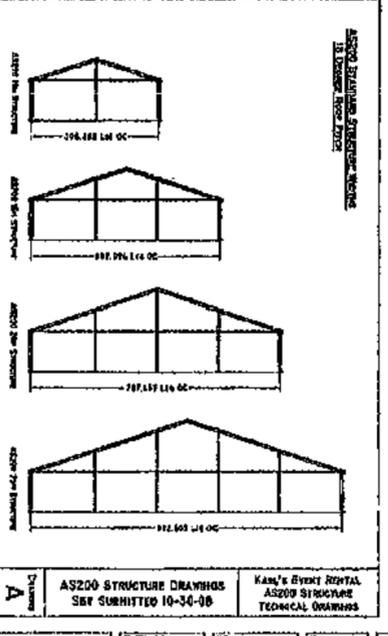
DATE: 01/17/07
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 CHECKED BY: JMS
 SHEET: 142



AS200 GUSSET PLATE
 SCALE AS NOTED DRAWING 10-30-06

KARL'S EVENT RENTAL
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

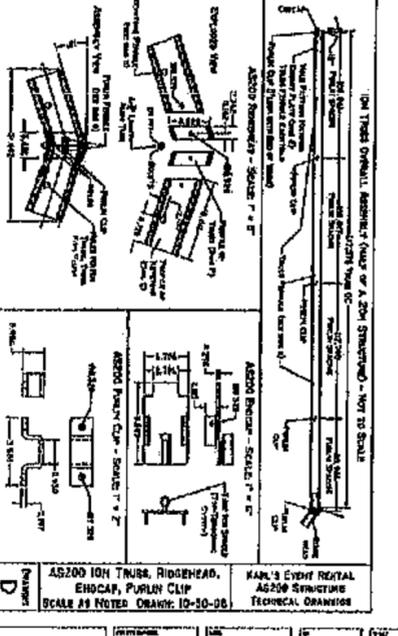
DATE: 01/17/07
 DRAWN BY: JMS
 CHECKED BY: JMS
 SHEET: 141



AS200 STRUCTURE DRAWINGS
 SET SUBMITTED 10-30-06

KARL'S EVENT RENTAL
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

DATE: 01/17/07
 DRAWN BY: JMS
 CHECKED BY: JMS
 SHEET: 143



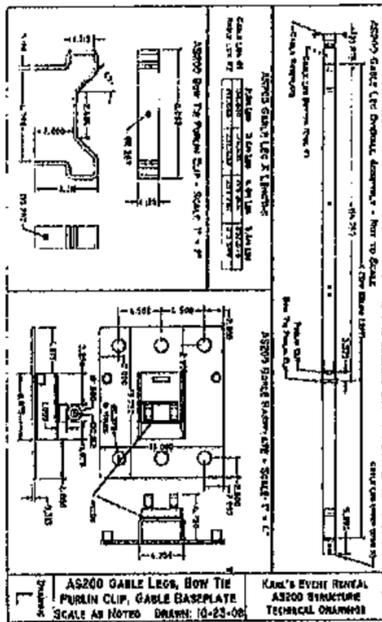
AS200 TRUSS, RIDGEHEAD, END CAP, PURLIN CLIP
 SCALE AS NOTED DRAWING 10-30-06

KARL'S EVENT RENTAL
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

DATE: 01/17/07
 DRAWN BY: JMS
 CHECKED BY: JMS
 SHEET: 144

<p>RAAM MANAGEMENT DEVELOPMENT</p>	<p>DEVELOPMENT INC 2144 SAN LEO PARKWAY RD EMERALDA, CA 95927 707-364-4700</p>		<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION				<p>PROJECT: HALLOWEEN EXPRESS RETAIL TENT</p> <p>3000 Tenth Avenue, N.E. Portland, OR 97232</p>	<p>DATE: 7/14/20 SCALE: 1/4" = 1'-0"</p>	<p>DRAWN BY: JMS JOB: HALLOWEEN EXPRESS SHEET NO: 144</p>	<p>STRUCTURAL DETAILS</p>
			NO.	DATE	DESCRIPTION								
<p>STAMP</p>	<p>DATE: 7/14/20</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>DRAWN BY: JMS</p>	<p>PROJECT: HALLOWEEN EXPRESS RETAIL TENT</p>	<p>DATE: 7/14/20</p>	<p>STRUCTURAL DETAILS</p>							

Algaier/Mendenhall/Smith
 ARCHITECTS
 10000 W. BROADWAY
 SUITE 100
 DENVER, CO 80231
 (303) 751-1111

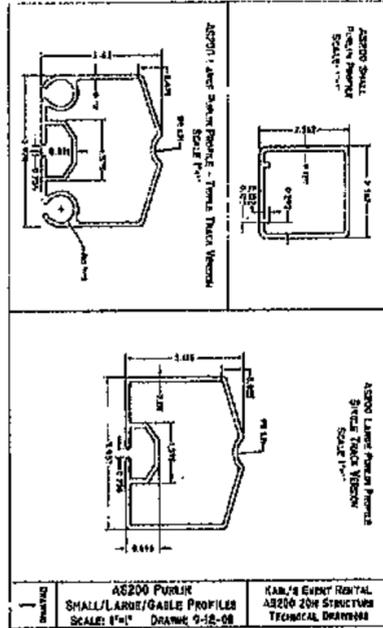


AS200 CABLE LEG, BOW TIE PURLIN CLIP, CABLE BASEPLATE
 SCALE AS NOTED DRAWING 10-23-08

Karl's Event Rental
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

PROJECT	DATE	BY	CHECKED	SCALE
Event Frame	08/17/08-01	JMS	JMS	1:1

Algaier/Mendenhall/Smith
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 10000 W. BROADWAY
 SUITE 100
 DENVER, CO 80231
 (303) 751-1111

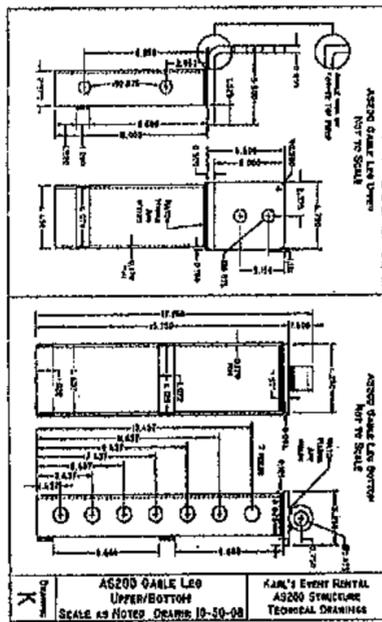


AS200 PURLIN SMALL/LARGE/GABLE PROFILES
 SCALE: 8"=1' DRAWING 10-12-08

Karl's Event Rental
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

PROJECT	DATE	BY	CHECKED	SCALE
Event Frame	08/17/08-01	JMS	JMS	1:1

Algaier/Mendenhall/Smith
 ARCHITECTS
 10000 W. BROADWAY
 SUITE 100
 DENVER, CO 80231
 (303) 751-1111

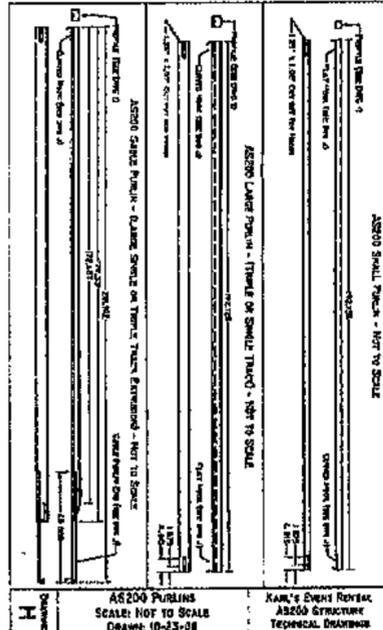


AS200 CABLE LEG UPPER/BOTTOM
 SCALE AS NOTED DRAWING 10-23-08

Karl's Event Rental
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

PROJECT	DATE	BY	CHECKED	SCALE
Event Frame	08/17/08-01	JMS	JMS	1:1

Algaier/Mendenhall/Smith
 ARCHITECTS
 10000 W. BROADWAY
 SUITE 100
 DENVER, CO 80231
 (303) 751-1111

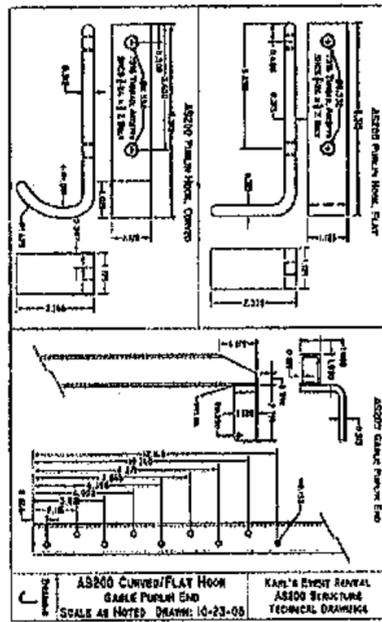


AS200 PURLINS
 SCALE: NOT TO SCALE DRAWING 10-23-08

Karl's Event Rental
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

PROJECT	DATE	BY	CHECKED	SCALE
Event Frame	08/17/08-01	JMS	JMS	1:1

Algaier/Mendenhall/Smith
 ARCHITECTS
 10000 W. BROADWAY
 SUITE 100
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 (303) 751-1111

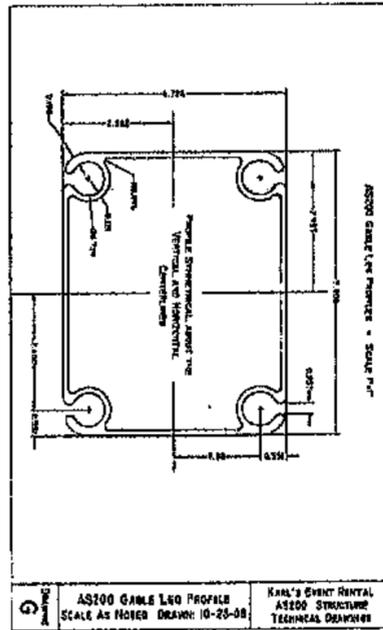


AS200 CABLE LEG PROFILE
 SCALE AS NOTED DRAWING 10-23-08

Karl's Event Rental
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

PROJECT	DATE	BY	CHECKED	SCALE
Event Frame	08/17/08-01	JMS	JMS	1:1

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 ARCHITECTS
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 SUITE 100
 DENVER, CO 80231
 (303) 751-1111



AS200 CABLE LEG PROFILE
 SCALE AS NOTED DRAWING 10-23-08

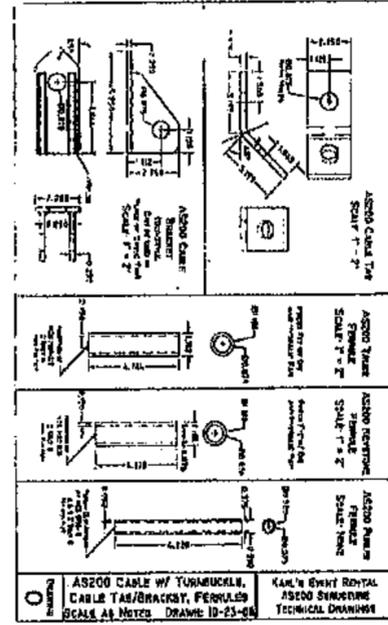
Karl's Event Rental
 AS200 STRUCTURE
 TECHNICAL DRAWINGS

PROJECT	DATE	BY	CHECKED	SCALE
Event Frame	08/17/08-01	JMS	JMS	1:1



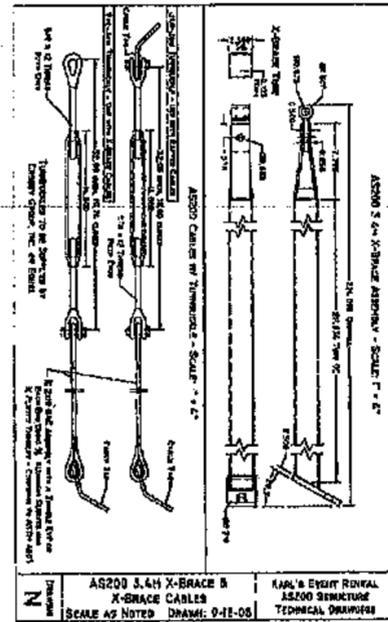
<p>RAAM MANAGEMENT REAL ESTATE DEVELOPMENT</p>	<p>RAAM DEVELOPMENT INC. 2700 RANKIN RD BARDONA RD RANKIN, MA, CA 95044 Fax: 760-850-0000</p>		<p>PROJECT: HALLOWEEN EXPRESS RETAIL TENT</p>	<p>DATE: 7/14/20</p>	<p>SCALE: 1/8"=1'-0"</p>	<p>DRAWN: JMS</p>	<p>CHECKED: JMS</p>	<p>DATE: 7/14/20</p>	<p>SCALE: 1/8"=1'-0"</p>	<p>DRAWN: JMS</p>	<p>CHECKED: JMS</p>
			<p>PROJECT: HALLOWEEN EXPRESS RETAIL TENT</p>	<p>DATE: 7/14/20</p>	<p>SCALE: 1/8"=1'-0"</p>	<p>DRAWN: JMS</p>	<p>CHECKED: JMS</p>	<p>DATE: 7/14/20</p>	<p>SCALE: 1/8"=1'-0"</p>	<p>DRAWN: JMS</p>	<p>CHECKED: JMS</p>

Algalier/Mendenhall/Smith
 ARCHITECTS
 10000 Wilshire Blvd., Suite 1000
 Los Angeles, CA 90024
 (310) 206-1100
 FAX (310) 206-1101
 WWW.AMSA-ARCHITECTS.COM



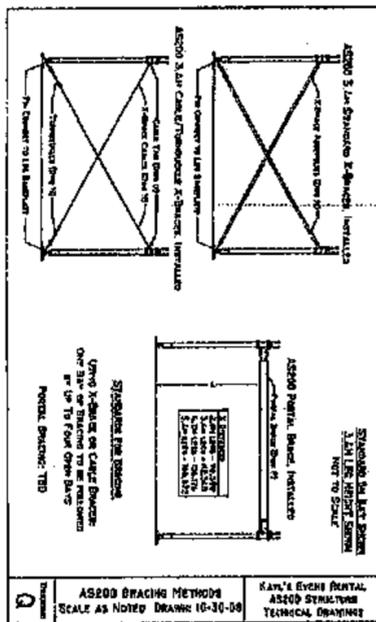
Project	081720C-01	Date	02 January 2009	Scale	AS2	Sheet	4-15
Discipline	Structural						

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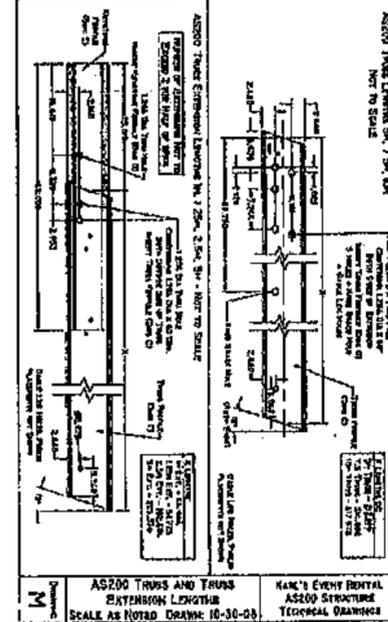
Project	081720C-01	Date	02 January 2009	Scale	AS2	Sheet	4-16
Discipline	Structural						

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Project	081720C-01	Date	02 January 2009	Scale	AS2	Sheet	4-17
Discipline	Structural						

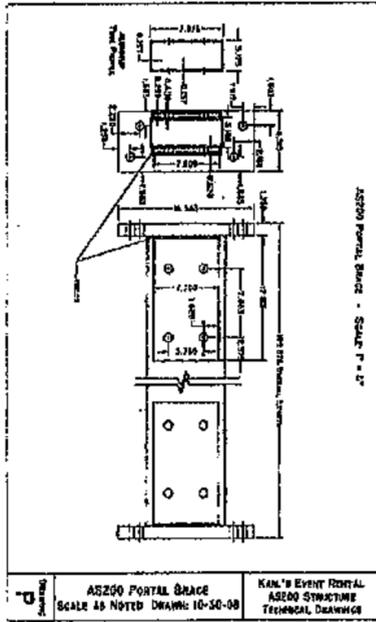
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Project	081720C-01	Date	02 January 2009	Scale	AS2	Sheet	4-18
Discipline	Structural						



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Project	081720C-01	Date	02 January 2009	Scale	AS2	Sheet	4-18
Discipline	Structural						

<p>RAAM MANAGEMENT REAL ESTATE DEVELOPMENT</p>	<p>DEVELOPMENT INC. 5444 BANCROFT PARKWAY RPT PALMDALE, CA 91344 760-206-9999</p>	<p>REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA No. 42810 Exp. 12/31/11</p>	<p>PROJECT HALLOWEEN EXPRESS RETAIL TENT</p>	<p>DATE 7/14/20</p>	<p>SCALE AS NOTED</p>	<p>DRAWN T/MAZD</p>	<p>JOB HALLOWEEN EXPRESS</p>	<p>SHEET TITLE STRUCTURAL DETAILS</p>
			<p>OWNER HALLOWEEN EXPRESS</p>	<p>DESIGNED BY T/MAZD</p>	<p>CHECKED BY T/MAZD</p>	<p>DATE 7/14/20</p>	<p>SCALE AS NOTED</p>	<p>DRAWN T/MAZD</p>

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

SPONSORING ORGANIZATION: **Halloween Express**
 EVENT: **Halloween Retail Tent**
 DATE OF EVENT: **August 27, 2021 to November 4, 2021**

APPROVALS:

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

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

The police department has no stipulations.

ENGINEERING

No involvement

CITY ATTORNEY

Approved on conditions that Risk Manager approves

COMMUNITY SERVICES

No involvement

FINANCE

Current Business License # for Halloween Express is 09011658. Finance/Business License has no other comments or Stipulations.

COMMUNITY DEVELOPMENT

Planning

No comments

Building

Comments located on building plan submittal

Neighborhood Services

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

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

RISK MANAGER (619) 336-4370

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

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

\$600.00 TENT FEE

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

- 1) Access to the area to be maintained at all times, entrances and emergency roadways
- 2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet
- 3) Fire Hydrants shall not be blocked or obstructed
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) If tents or canopies are used, the following information shall apply:
 - Tents having an area from 0-200 square feet shall be \$300.00
 - Tents having an area more than 201 square feet shall be \$600.00
 - Canopies having an area from 0-400 square feet shall be no charge.
 - Canopies from 401-500 square feet shall be \$353.00.
 - Canopies from 501-600 square feet shall be \$394.00.
 - Canopies from 601 square feet or greater shall be \$515.00.
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
 - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.

A ten foot separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained
- 7) A tent shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure, tent or canopy

- 8) Provide a minimum of 2A:10BC fire extinguishers inside tent area. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher (*See Attached*). Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher*) shall be placed immediately above the fire extinguisher
- 9) Exit openings from tents shall remain open and identified unless covered by a flame –resistant curtain. The curtain shall comply with the following:
 - Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit
 - Curtains shall be of a color, or colors, that contrast with the color of the tent
- 10) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of isles width for each 50 persons served by such aisles at the point
- 11) The arrangement of aisles shall be subject to approval by the fire code official and shall be maintained clear at all times during occupancy
- 12) All chairs used for seating inside tent shall be secured to one another using approved chair binding methods
- 13) **Exits shall be clearly marked.** Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more
- 14) Exit signs shall be **GREEN** in color and shall be of an approved self-lumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
 - Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less
- 15) Means of egress shall be illuminated with light (**Bug Eyes**) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power
- 16) Exits, aisles and passageways shall not be blocked, locked or otherwise obstructed, and shall have their minimum clear width available at all times

- 17) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements and inspection of electrical
- 18) Vehicles shall be isolated from contact with the tents or canopies, Vehicles shall be at least **20** feet away from tents or canopies
- 19) Every room or space, shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall posted by the Building or Fire Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded. Occupant load sign shall be clearly visible at all times, **(Looks to be 125 total Occupant load)**
- 20) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted
- 21) Spot or effect lighting shall only be by electricity, and all combustibles construction located within 6 feet of such equipment shall be protected with approved noncombustible insulation not less than 9.25 inches thick
- 22) There shall be a minimum clearance of at least 3 feet between the fabric envelope and all contents located inside the tent structure
- 23) The floor surface inside tents and canopy structures and grounds outside and within a 30-foot perimeter shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises. Combustible waste shall be removed from the structure as necessary and daily to meet code
- 24) **A fire safety inspection is to be conducted by the Fire Department prior to operations of the event**
- 25) **Please contact the National City Fire Department to arrange a time for inspection. Periodic inspections will be conducted by the Fire Department for this event**
- 26) **Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$191.00) dollars.**
- 27) Fire Department fees can only be waived by City Council

- 28) All Jumpers, Bounce Houses, Inflatables, Stage coverings etc. shall have a Certificate of State Fire Marshal flame resistance shall be provided to the National City Fire Department before the event.

If you have any questions please feel free to contact me.

The following page(s) contain the backup material for Agenda Item: [Warrant Register #40 for the period of 3/31/21 through 4/06/21 in the amount of \\$2,537,590.23. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 18, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #40 for the period of 3/31/21 through 4/06/21 in the amount of \$2,537,590.23.
(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 3/31/21 - 4/06/21. 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>
Health Net Inc	352022	80,128.44	Grp# R1192R – March 2021
Motorola Solutions Inc	352048	54,517.91	Consolettes for Dispatch

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,537,590.23.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,537,590.23.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 40



CALIFORNIA

NATIONAL CITY

1887

WARREN REGISTER # 40

4/6/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - APR 2021	351972	4/6/21	110.00
BEARD	RETIREE HEALTH BENEFITS - APR 2021	351975	4/6/21	70.00
BECK	RETIREE HEALTH BENEFITS - APR 2021	351976	4/6/21	140.00
BISHOP	RETIREE HEALTH BENEFITS - APR 2021	351977	4/6/21	110.00
BOEGLER	RETIREE HEALTH BENEFITS - APR 2021	351978	4/6/21	260.00
BULL	RETIREE HEALTH BENEFITS - APR 2021	351982	4/6/21	580.00
CAMEON	RETIREE HEALTH BENEFITS - APR 2021	351984	4/6/21	400.00
CARRILLO	RETIREE HEALTH BENEFITS - APR 2021	351985	4/6/21	290.00
COLE	RETIREE HEALTH BENEFITS - APR 2021	351987	4/6/21	165.00
COLLINSON	RETIREE HEALTH BENEFITS - APR 2021	351988	4/6/21	420.00
CONDON	RETIREE HEALTH BENEFITS - APR 2021	351990	4/6/21	280.00
CORDERO	RETIREE HEALTH BENEFITS - APR 2021	351991	4/6/21	520.00
DALLA	RETIREE HEALTH BENEFITS - APR 2021	351993	4/6/21	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - APR 2021	351994	4/6/21	250.00
DEESE	RETIREE HEALTH BENEFITS - APR 2021	351996	4/6/21	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - APR 2021	351998	4/6/21	110.00
DIAZ	RETIREE HEALTH BENEFITS - APR 2021	351999	4/6/21	680.00
DILLARD	RETIREE HEALTH BENEFITS - APR 2021	352000	4/6/21	480.00
DREDGE	RETIREE HEALTH BENEFITS - APR 2021	352001	4/6/21	250.00
EISER III	RETIREE HEALTH BENEFITS - APR 2021	352002	4/6/21	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - APR 2021	352003	4/6/21	620.00
ETZLER	RETIREE HEALTH BENEFITS - APR 2021	352004	4/6/21	460.00
FABINSKI	RETIREE HEALTH BENEFITS - APR 2021	352006	4/6/21	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - APR 2021	352009	4/6/21	270.00
FIFIELD	RETIREE HEALTH BENEFITS - APR 2021	352010	4/6/21	540.00
GAUT	RETIREE HEALTH BENEFITS - APR 2021	352011	4/6/21	700.00
GELSKEY	RETIREE HEALTH BENEFITS - APR 2021	352012	4/6/21	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - APR 2021	352013	4/6/21	120.00
GONZALES	RETIREE HEALTH BENEFITS - APR 2021	352014	4/6/21	480.00
HANSON	RETIREE HEALTH BENEFITS - APR 2021	352015	4/6/21	135.00
HARLAN	RETIREE HEALTH BENEFITS - APR 2021	352016	4/6/21	500.00
HAUG	RETIREE HEALTH BENEFITS - APR 2021	352017	4/6/21	120.00
HERNANDEZ	RETIREE HEALTH BENEFITS - APR 2021	352024	4/6/21	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - APR 2021	352025	4/6/21	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - APR 2021	352026	4/6/21	400.00
HODGES	RETIREE HEALTH BENEFITS - APR 2021	352027	4/6/21	200.00
IBARRA	RETIREE HEALTH BENEFITS - APR 2021	352029	4/6/21	780.00
JONES	RETIREE HEALTH BENEFITS - APR 2021	352031	4/6/21	60.00
JONES	RETIREE HEALTH BENEFITS - APR 2021	352032	4/6/21	480.00
JUNIEL	RETIREE HEALTH BENEFITS - APR 2021	352033	4/6/21	50.00
KIMBLE	RETIREE HEALTH BENEFITS - APR 2021	352034	4/6/21	300.00
KLOS	RETIREE HEALTH BENEFITS - APR 2021	352035	4/6/21	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - APR 2021	352036	4/6/21	660.00
LEACH	RETIREE HEALTH BENEFITS - APR 2021	352037	4/6/21	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - APR 2021	352039	4/6/21	160.00
MATIENZO	RETIREE HEALTH BENEFITS - APR 2021	352040	4/6/21	100.00
MCCABE	RETIREE HEALTH BENEFITS - APR 2021	352041	4/6/21	280.00



CALIFORNIA

NATIONAL CITY

1887

WAINCOAT REGISTER # 40

4/6/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCDANIEL	RETIREE HEALTH BENEFITS - APR 2021	352042	4/6/21	290.00
MEDINA	RETIREE HEALTH BENEFITS - APR 2021	352043	4/6/21	105.00
MEEKS	RETIREE HEALTH BENEFITS - APR 2021	352044	4/6/21	460.00
MENDOZA	RETIREE HEALTH BENEFITS - APR 2021	352045	4/6/21	290.00
MINER	RETIREE HEALTH BENEFITS - APR 2021	352046	4/6/21	580.00
MORRISON	RETIREE HEALTH BENEFITS - APR 2021	352047	4/6/21	520.00
NAGLE	RETIREE HEALTH BENEFITS - APR 2021	352049	4/6/21	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - APR 2021	352054	4/6/21	120.00
OLIVARES	RETIREE HEALTH BENEFITS - APR 2021	352056	4/6/21	280.00
OLIVERIA	RETIREE HEALTH BENEFITS - APR 2021	352057	4/6/21	360.00
PAUU JR	RETIREE HEALTH BENEFITS - APR 2021	352062	4/6/21	340.00
PE	RETIREE HEALTH BENEFITS - APR 2021	352063	4/6/21	300.00
PEASE JR	RETIREE HEALTH BENEFITS - APR 2021	352064	4/6/21	140.00
PETERS	RETIREE HEALTH BENEFITS - APR 2021	352066	4/6/21	290.00
POST	RETIREE HEALTH BENEFITS - APR 2021	352070	4/6/21	280.00
RAY	RETIREE HEALTH BENEFITS - APR 2021	352074	4/6/21	190.00
ROARK	RETIREE HEALTH BENEFITS - APR 2021	352076	4/6/21	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - APR 2021	352077	4/6/21	260.00
RUIZ	RETIREE HEALTH BENEFITS - APR 2021	352078	4/6/21	310.00
SANCHEZ	RETIREE HEALTH BENEFITS - APR 2021	352081	4/6/21	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - APR 2021	352086	4/6/21	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - APR 2021	352087	4/6/21	480.00
SHORT	RETIREE HEALTH BENEFITS - APR 2021	352088	4/6/21	300.00
SILVA	RETIREE HEALTH BENEFITS - APR 2021	352089	4/6/21	580.00
SMITH	RETIREE HEALTH BENEFITS - APR 2021	352091	4/6/21	320.00
SMITH	RETIREE HEALTH BENEFITS - APR 2021	352092	4/6/21	560.00
STEWART	RETIREE HEALTH BENEFITS - APR 2021	352099	4/6/21	200.00
STRASEN	RETIREE HEALTH BENEFITS - APR 2021	352100	4/6/21	135.00
TIPTON	RETIREE HEALTH BENEFITS - APR 2021	352113	4/6/21	250.00
VERRY	RETIREE HEALTH BENEFITS - APR 2021	352116	4/6/21	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - APR 2021	352117	4/6/21	480.00
WHITE	RETIREE HEALTH BENEFITS - APR 2021	352120	4/6/21	230.00
YBARRA	RETIREE HEALTH BENEFITS - APR 2021	352121	4/6/21	220.00
	RETIREE HEALTH BENEFITS:			27,270.00
VASQUEZ, J	REPLACEMENT PAYROLL CHECK /WRONG ACCT	351966	4/1/21	2,324.60
ACE UNIFORMS & ACCESSORIES INC	NAME PLATES / PD	351967	4/6/21	77.36
AIRGAS USA LLC	MOP 45714 SAFETY APPAREL - PW	351968	4/6/21	148.60
ALDEMCO	FOOD NUTRITION CENTER	351969	4/6/21	1,472.21
ALL FRESH PRODUCTS	CONSUMABLES NUTRITION	351970	4/6/21	2,885.99
ALLSTATE PAYMENT PROCESSING	LIABILITY CLAIM COST	351971	4/6/21	2,792.00
APTUS COURT REPORTING, LLC	LIABILITY CLAIM COST	351973	4/6/21	2,589.66
APTUS COURT REPORTING, LLC	LIABILITY CLAIM COST	351974	4/6/21	836.43
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	351979	4/6/21	1,462.06
BROWNELLS, INC	MAG CATCH	351980	4/6/21	26.63
BUHAIN	CITATION REFUND-FEB 2021	351981	4/6/21	70.00
CALPERS - FINANCIAL REPORTING	ARREARS CONTRIBUTIONS/M. WRIGHT/ 6/27/89	351983	4/6/21	1,533.99
CODDINGTON LOCK AND SECURITY	CITYWIDE ON-SITE ELECTRONIC DOOR, LOCK	351986	4/6/21	353.81


CALIFORNIA
NATIONAL CITY
1887
WARNER REGISTER # 40
4/6/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS – CHLORINE, ACID TABLETS FOR POOL	351989	4/6/21	707.25
COUNTY OF SAN DIEGO	RENEWAL PERIOD 12/31/2021-12/31/2021	351992	4/6/21	432.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	351995	4/6/21	1,420.00
DELGADO, E	CITATION REFUND-FEB 2021	351997	4/6/21	20.00
EXPERIAN	CREDIT CHECKS	352005	4/6/21	27.00
FEDEX	DOCUMENTS TO OGALS - FEDEX	352007	4/6/21	43.63
FERGUSON ENTERPRISES 1350	MOP 45723 PLUMBING SUPPLIES - PW	352008	4/6/21	145.34
HEALTH NET	GRP # R1192Q - MARCH 2021	352018	4/6/21	1,969.92
HEALTH NET	GRP # N7176F - MARCH 2021	352019	4/6/21	1,598.46
HEALTH NET	GRP# R1192R - MARCH 2021 (D. JONES)	352020	4/6/21	832.36
HEALTH NET	GRP # N7177A - MARCH 2021	352021	4/6/21	620.12
HEALTH NET INC	GRP# R1192R - MARCH 2021	352022	4/6/21	80,128.44
HEALTH NET INC	GRP # LB439A - MAR 2021	352023	4/6/21	29.75
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FOR FY 2021	352028	4/6/21	358.59
INLAND KENWORTH INC	ASSY HEATER/AIR CONDITIONER	352030	4/6/21	1,099.95
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	352038	4/6/21	30.34
MOTOROLA SOLUTIONS INC	CONSOLETTES FOR DISPATCH	352048	4/6/21	54,517.91
NATIONAL AUTO FLEET GROUP	2020 FORD SUPER DUTY F-250 SRW	352050	4/6/21	44,649.19
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2021	352051	4/6/21	307.50
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	352052	4/6/21	6,710.00
NORTH AMERICAN RESCUE LLC	MFAK RESUPPLY KIT WITH COMBAT GAUZE	352053	4/6/21	2,697.55
NV5 INC	T&A90449 HARDING APTS.	352055	4/6/21	1,890.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	352058	4/6/21	321.46
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL, ENGINE OIL / PW	352059	4/6/21	473.00
PALOMINO JR	TRAINING ADV SUB ICI HUMAN TRAFFICKING	352060	4/6/21	945.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	352061	4/6/21	254.42
PENSKE FORD	R&M CITY VEHICLES FY 2021	352065	4/6/21	1,469.31
PIERSON	TRAINING ADV SUB SUP 80HR	352067	4/6/21	1,280.00
PLOYSAKUL INC LSE	CITATION REFUND-FEB 2021	352068	4/6/21	80.00
POLICE AND FIRE PSYCHOLOGY	PSYCH EVALS / PD	352069	4/6/21	350.00
POTOSME	CITATION REFUND-FEB 2021	352071	4/6/21	80.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	352072	4/6/21	1,607.77
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	352073	4/6/21	706.61
ROADONE	MOP 75948 TOWING SERVICES - PW	352075	4/6/21	37.00
SAN BERNARDINO CNTY SHERIFF'S	TRAINING TUITION PIERSON SUPERVISORY	352079	4/6/21	225.00
SAN DIEGO POLICE EQUIPMENT	FEDERAL AMMO / PD	352080	4/6/21	12,043.38
SASI	CARD CHGS DEC 2020/MONTHLY TRUST ACCTING	352082	4/6/21	442.50
SCHMAHL	CITATION REFUND-FEB 2021	352083	4/6/21	10.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	352084	4/6/21	245.53
SEAPORT MEAT COMPANY	FOOD NUTRITION	352085	4/6/21	1,769.97
SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION, SUPPLIES AND PARTS / PARKS	352090	4/6/21	33.78
SONSRAY MACHINERY LLC	FILTERS CITY FLEET	352093	4/6/21	79.74
SOUTH COAST EMERGENCY	PEDESTAL MOUNT SIREN - EMERGENCY VEHICLE	352094	4/6/21	9,004.81
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	352095	4/6/21	36.76
SOUTHWEST SIGNAL SERVICE	INTERSECTION LIGHT MAINTENANCE	352096	4/6/21	26,744.48
SPIDR TECH INC	SPIDR SOFTWARE DISPATCH	352097	4/6/21	11,200.00
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	352098	4/6/21	553.51

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 18th OF MAY, 2021.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #41 for the period of 4/07/21 through 4/13/21 in the amount of \\$881,992.97. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 18, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #41 for the period of 4/07/21 through 4/13/21 in the amount of \$881,992.97. (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 4/07/21 - 4/13/21. 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>
Axon Enterprises Inc	352126	\$75,551.04	Axon 5 th yr Installment Body Cams
Dell Marketing Inc	352147	\$91,146.84	Dell Poweredge R940 1.5 TB / MIS
Dick Miller Inc	352148	\$207,528.60	CIP18-16 Paradise Creek Park Exp
Motorola Solutions Inc	352176	\$160,650.81	35 Portable Radios / PD
Tritech Software Systems	352212	\$96,928.74	CAD Annual Renewal

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$881,992.97.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$881,992.97.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 41



CALIFORNIA
NATIONAL CITY
1887
WAINCOAT REGISTER # 41
4/13/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	CORRECT MN NAVY PANTS FOR FY21 / FIRE	352122	4/13/21	5,417.32
ALDEMCO	FOOD NUTRITION	352123	4/13/21	488.41
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	352124	4/13/21	1,980.70
ATLAS TECHNICAL CONSULTANTS,	CIP 18-14 SWEETWATER BIKEWAY CONNECTION	352125	4/13/21	3,541.00
AXON ENTERPRISE INC	AXON 5TH YEAR INSTALLMENT BODY CAMS	352126	4/13/21	75,551.04
BAUER COMPRESSORS	SN A3-1650-105 MSA RETURN UNIT / FIRE	352127	4/13/21	265.00
BAVENCOFF JR	TRAINING ADV LDGN NOBODY INV WASH DC	352128	4/13/21	823.04
BOB MURRAY & ASSOCIATES	ADMIN. SERVICES DIRECTOR	352129	4/13/21	8,065.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	352130	4/13/21	375.00
BROWNELLS, INC	45 MAGS	352131	4/13/21	112.32
C A P F	APRIL 2021-FIRE LTD	352132	4/13/21	1,003.00
CALIFORNIA ASSOCIATION OF	CACEO COURSE / NSD	352133	4/13/21	355.50
CALIFORNIA LAW ENFORCEMENT	APRIL 2021 - PD LTD	352134	4/13/21	2,058.00
CAMACHO	TRAINING REIM ICI CORE	352135	4/13/21	104.16
CHARLES PALUMBO	TRAINING TUITION SCIL MDIA ADV	352136	4/13/21	400.00
CHEN RYAN ASSOCIATES INC	CIP 19-20 SWEETWATER RD - ENG/PW	352137	4/13/21	6,287.50
CIRCULATE SAN DIEGO	CIRCULATE SAN DIEGO	352138	4/13/21	1,402.50
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	352139	4/13/21	128.22
COHERO	COHERO ANNUAL RENEWAL 3/1/21 - 2/28/22	352140	4/13/21	28,000.00
COUNTY OF LOS ANGELES	TRAINING TUITION / PD	352141	4/13/21	485.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	352142	4/13/21	10,145.93
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES,	352143	4/13/21	3,952.39
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	352144	4/13/21	477.40
CPCA	TRAINING TUITION CPCA	352145	4/13/21	575.00
CURVATURE INC	SFP-H10GB-CU1M-V03-CURV x 20~	352146	4/13/21	1,625.81
DELL MARKETING L P	DELL POWEREDGE R940 1.5 TB / MIS	352147	4/13/21	91,146.84
DICK MILLER INC	CIP 18-16 PARADISE CREEK PARK EXPANSION	352148	4/13/21	207,528.60
DISCOUNT SIGNS & BANNERS	STRUCTURE HELMET DECALS, REFLECTIVE	352149	4/13/21	207.79
ESGIL CORPORATION	ESGIL PLAN REVIEW SVCS / FIRE	352150	4/13/21	2,163.90
ESRI INC	ESRI ARCGIS ENTERPRISE WORKGROUP	352151	4/13/21	10,200.00
EXPERIAN	CREDIT CHECKS	352152	4/13/21	27.00
FEDEX	CAFR TABS & COVER/FINANCE/FEDEX CHGS	352153	4/13/21	16.95
FIRE ETC	STREAMLIGHT 69331 VANTAGE II / FIRE	352154	4/13/21	2,046.76
FIRE FORCE INC	REFUND- FIRE SUPPRESSION SYSTEM /FIRE	352155	4/13/21	898.00
GARCIA	TUIT REIMB: GARCIA A	352156	4/13/21	1,665.00
GOVERNMENT FINANCE	PHIL DAVIS / GFOA MEMBERSHIP DUES 4/1/21	352157	4/13/21	895.00
GOVERNMENT TRAINING AGENCY	TRAINING TUITION ICI MANGMNT DBAVCF	352158	4/13/21	576.00
GRAINGER	MOP 65179, FIT TESTING KIT / FIRE	352159	4/13/21	391.53
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	352160	4/13/21	132.65
HEALTH NET	GRP #N7176F - APRIL 2021	352161	4/13/21	1,598.46
HEALTH NET	GRP #N7177A - APRIL 2021	352162	4/13/21	1,240.24
HEALTH NET	GRP#R1192R-APR 2021 / D. JONES	352163	4/13/21	832.36
HEALTH NET INC	GRP #57135A - MAR 2021	352164	4/13/21	3,756.45
HERNANDEZ	TRAINING AVD SUB AHERNANDEZ	352165	4/13/21	1,176.25
INNOVATIVE CONSTRUCTION	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	352166	4/13/21	44,925.00
JANI-KING OF CALIFORNIA INC	JANITORIAL SERVICES	352167	4/13/21	10,769.22
KIMLEY HORN	CIP 18-05 TRAFFIC COUNT AND ANALYSIS - ENG	352168	4/13/21	1,612.41



CALIFORNIA

NATIONAL CITY

1887

WARNER REGISTER # 41

4/13/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KTUA	CIP 19-19 ROOSEVELT SMART GROWTH - ENG/PW	352169	4/13/21	457.50
LASER SAVER INC	PRINTER CONSUMABLES	352170	4/13/21	742.18
LINEGEAR FIRE & RESCUE	MR-SHIFT(BASE), MYSTERY RANCH SHIFT /FIRE	352171	4/13/21	308.74
MAZZARELLA & MAZZARELLA LLP	PROFESSIONAL SERVICES / CAO	352172	4/13/21	12.50
MC CLURE JR	TRAINING RIEM INTRV INTRRG MCCLURE	352173	4/13/21	261.20
MHZ COMMUNICATIONS ENT	VHF RADIO FOR SQUAD VEHICLE / FIRE	352174	4/13/21	2,060.19
MOSSY NISSAN	MOP 80703 AUTO SUPPLIES - PW	352175	4/13/21	65.98
MOTOROLA SOLUTIONS INC	35 PORTABLE RADIOS / PD	352176	4/13/21	160,650.81
MTS	MTS FLAGGING SVC / NSD	352177	4/13/21	140.10
NAN MCKAY AND ASSOCIATES INC	HOUSING CHOICE VOUCHER SPECIALIST WEBINAR	352178	4/13/21	5,500.00
NBS	LANDSCAPE MAINTENANCE DISTRICT - NBS GOV	352179	4/13/21	1,815.41
NHA ADVISORS LLC	DISCLOSURE & CDIA COMPLIANCE SVCS	352180	4/13/21	4,500.00
NOWDOCS INTERNATIONAL INC	GREEN VOID BOTTOM CHECK #285	352181	4/13/21	365.40
OFFICE SOLUTIONS BUSINESS	NAMEPLATE HOLDER FOR IRMA ARIAS SECTION	352182	4/13/21	50.28
ONE DIVERSIFIED LLC	LABOR COST FOR EOC PROJECT	352183	4/13/21	3,013.50
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	352184	4/13/21	351.43
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	352185	4/13/21	152.73
PENSKE FORD	R&M CITY VEHICLES FY 2021	352186	4/13/21	174.29
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	352187	4/13/21	118.83
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY EMPLOYEE - ADMIN ASSISTANT CCO	352188	4/13/21	6,349.90
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	352189	4/13/21	641.44
RAMIREZ	TRAINING POST ADV SUB SLI5	352190	4/13/21	422.70
REI	REI, CO-OP BACKPAKING BUNDLE / FIRE	352191	4/13/21	1,076.63
RELIANCE STANDARD	JAN 2021-GRP VAI826233, VCI801146 & VG18	352192	4/13/21	3,265.51
RIVERSIDE COMMUNITY	ENROLLMENT FEE FOR TWO STUDENTS / PD	352193	4/13/21	552.00
SABALA	REIMB: SABALA CHON RX	352194	4/13/21	55.54
SAN DIEGO GAS & ELECTRIC	SDG&E OCTOBER	352195	4/13/21	11,889.75
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION FOR ROT	352196	4/13/21	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION FOR ROT LOPEZ	352197	4/13/21	23.00
SAN DIEGO UNION TRIBUNE	PUBLIC NOTICING - UNION TRIBUNE	352198	4/13/21	339.90
SASI	CARD CHGS/MONTHLY TRUST ACCOUNTING	352199	4/13/21	44.40
SEAPORT MEAT COMPANY	FOOD NUTRITION	352200	4/13/21	442.02
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY21	352201	4/13/21	2,107.55
SILVER & WRIGHT LLP	PROFESSIONAL SERVICES / CAO	352202	4/13/21	11,599.34
SMART & FINAL	SMART AND FINAL CREDIT CARD	352203	4/13/21	173.54
SMART SOURCE OF CALIFORNIA LLC	MOP #63845 - BUSINESS CARD - 500 /FIRE	352204	4/13/21	154.43
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	352205	4/13/21	32.56
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES / CAO	352206	4/13/21	854.59
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY21	352207	4/13/21	1,920.83
SYSCO SAN DIEGO INC	FOOD NUTRITION	352208	4/13/21	1,327.55
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SVCS IN 02/2021/ FIRE	352209	4/13/21	675.00
THE STAR NEWS	ADVERTISING - LEGAL NOTICES	352210	4/13/21	251.13
TRANS-LANG	TRANSLATION SERVICES - CC MTG 4/6/2021	352211	4/13/21	1,155.00
TRITECH SOFTWARE SYSTEMS	CAD ANNUAL RENEWAL	352212	4/13/21	96,928.74
U S BANK	MOP 19657 CC PD	352213	4/13/21	2,584.36
U S BANK	US BANK CARD PAYMENT	352214	4/13/21	828.77
USA MOBILITY WIRELESS INC	METROCALL PAGING FOR FY21	352216	4/13/21	672.00



CALIFORNIA

NATIONAL CITY

1887

WARREN REGISTER # 41

4/13/2021

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES - PW	352217	4/13/21	274.53
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	352218	4/13/21	8,586.76
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	352219	4/13/21	288.67
WSP USA INC	NATIONAL CITY PARKING PLAN SERVICES - ENG	352220	4/13/21	8,262.11
			A/P Total	881,992.97
	GRAND TOTAL			\$ 881,992.97

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 18th OF MAY, 2021.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [A Public Hearing pursuant to Proposition 218 to consider a rate adjustment for refuse services including recycling and yard waste disposal provided to National City residences and businesses by EDCO Disposal Corporation and amending the agreement between the City and EDCO Disposal Corporation to increase the monthly rates for refuse collection services. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 18, 2021

AGENDA ITEM NO. 11

ITEM TITLE:

A Public Hearing pursuant to Proposition 218 to consider a rate adjustment for refuse services including recycling and yard waste disposal provided to National City residences and businesses by EDCO Disposal Corporation and amending the agreement between the City and EDCO Disposal Corporation to increase the monthly rates for refuse collection services.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: _____ *AJ*

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ *Philip...* Finance

APPROVED: _____ MIS

ACCOUNT NO.

EDCO Disposal – Projected revenue with rate increase FY 21-22

Revenue account: 001-00000-3033 - \$815,722

The projected revenue of \$815,722 reflects a \$78,051 increase based on the proposed rate increase.

ENVIRONMENTAL REVIEW:

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Hold public hearing to consider rate adjustment for refuse services.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- | | |
|---|--------------------------------------|
| 1. Explanation | 5. Rate Comparison of Various Cities |
| 2. Notice of Public Hearing to Consider Proposed Rate Increases for Refuse Services | 6. PowerPoint Presentation |
| 3. Residential Rates Adjustment | |
| 4. Commercial Rates Adjustment | |

Explanation

A Public Hearing to consider a rate adjustment for refuse services including recycling and yard waste disposal provided to National City residences and businesses by EDCO Disposal Corporation.

A rate adjustment is being proposed due to the increased costs of providing refuse services to residential and commercial users. For the last several years, EDCO has adjusted every two (2) years to allow rate elements to stabilize, which also has the effect of producing a savings to National City residents. The last rate adjustment was made on May 21, 2019.

The rates for trash service are based on various components; landfill and yardwaste rates and tonnage, recyclables sold, and the San Diego consumer price index (CPI). For the Rate Review, the actual total cost/price of budget items is determined, and is compared to budgeted amounts.

In September 2016, Governor Brown signed SB 1383, establishing methane emissions reduction targets in a statewide effort to reduce emissions from short-lived climate pollutants in various sectors of California's economy. Methane from decomposing organic waste in landfills is a significant source of greenhouse gas (GHG) emissions, therefore SB 1383 requires CalRecycle to develop regulations to reduce the disposal of organic waste 50% below 2014 levels by 2020, and 75% by 2025. Additionally, CalRecycle must implement requirements to recover 20% of edible food for human consumption that is currently landfilled by 2025. While the final rulemaking for SB 1383 is still underway, the following requirements for cities and waste haulers are anticipated to be in place and operational by January 1, 2022:

- Organic Waste Collection Services
 - Jurisdictions and haulers must provide residential and commercial organic waste collection services.
 - Jurisdictions must conduct minimum levels of education, outreach, and contamination monitoring.
 - Waste generators must subscribe to collection services for organic waste not reduced or managed on-site.
- Edible Food Recovery Programs and Services
 - Jurisdictions must implement and oversee food recovery programs.
 - Commercial edible food generators must establish documented arrangements with food recovery services.
- Procurement of Recovered Organic Waste Products
 - Jurisdictions must procure minimum levels of compost, renewable natural gas, or both.

- Jurisdictions must meet minimum recycled content and recyclability standards for paper products.
- Reporting by Regulated Entities
 - Jurisdictions, haulers, and facilities must report annually or quarterly on compliance with the regulations.
- Organic Waste Recovery and Processing Standards for Facilities
 - Facilities must achieve recovery rates for organic waste that is collected with non-organic waste.
 - Facilities must reduce contamination in organic waste prior to sending for additional processing or recovery.

EDCO's proposed rate adjustments for Fiscal Year 2022-2023 include changes to the rates for the current refuse collection and recycling activities.

Landfill

As the City is a member of the Regional Solid Waste Authority (RSWA), the landfill portion of the rate is based on approved changes in the RSWA rate. The RSWA rate per ton increased from \$44.39 to \$45.54 on July 1, 2020 and increases again on July 1, 2021 to \$46.22. The increase of \$1.83 per ton equates to a weighted average adjustment of \$.21 to the standard residential rate and \$1.48 to the standard commercial rate. Ratepayers benefitted as a result of EDCO not requesting an increase in 2020.

Organics

The organics volume increased in 2020 due to COVID-19. This will result in an increase of \$.07 to the standard commercial rate and \$.10 change to the residential rate.

Recycling

Changes in recycle values are factored into the rate with increases in values causing rates to decrease, and decreases in values causing rates to increase. Recyclable revenue increased by approximately \$7,000 since the last review period. This equates to a decrease of \$.17 to the standard commercial rate and \$.08 to the residential rate.

Consumer Price Index (CPI)

The 2020 published one-year San Diego CPI index is 305.8, this is a 3.66% increase from the prior index of 295.0. This equates to a weighted average adjustment of \$.45 to the standard residential rate and \$2.74 to the standard

commercial rate. Ratepayers benefitted as a result of EDCO not requesting an increase in 2020.

EDCO will contribute approximately \$175,000 to the City's Enterprise Fund through collections from rate payers. The fund is used to pay for AB939 programs such as Household Hazardous Waste collection and the city's annual report required by CalRecycle. The fund also pays for hazardous waste disposal collected from the public right-of-way and a street sweeper operator.

Summary of rate changes:

The last rate adjustment occurred on July 1, 2019. Residential rates increased 7.63% from 18.60 to 20.02 per month, an increase of \$1.42 per month. The previously approved state mandated organics program was implemented April 1, 2021 adjusting the residential rate \$2.50 per month from \$20.02 to \$22.52 per month. Effective July 1, 2019, Commercial rates increased 7.45% from \$117.46 to \$126.21 or \$8.75 per month.

Following the standard rate adjustment format, residential waste rates for basic service would increase 4.04% from \$22.52 to \$23.43 per month, an increase of \$0.91 per month per household. Commercial rates for the most service (a three cubic yard bin serviced once weekly) would increase 4.30% from \$126.21 to \$131.64 or \$5.43 per month. The proposed increases are reflected on the attached rate schedule effective July 1, 2021.

The total proposed rate increases summarized above are for basic service subscribers, and would take effect on July 1, 2021, the beginning of FY 2022.

Service	Current Monthly Rate	Rate Change	Proposed Monthly Rate
Single Family Rate	\$22.52	\$0.91	\$23.43
Senior Rate	\$18.02	\$0.73	\$18.75
Silver Bag (ea)	\$ 2.75	\$0.12	\$ 2.87

The proposed rates are flat over the 2-year period, effective July 2021 to July 2023.

National City currently pays the lowest residential service base rate in the County. If the total proposed base rate increase is approved, National City would still have the lowest residential service base rate in the County, as per the attached rate comparison sheet.

Pursuant to Proposition 218, a Public Notice was mailed to all property owners of record on April 2, 2021 (see attached). The Proposition 218 process requires that written notification be given to all affected property owners, and that those property owners be given a 45-day period in which to submit written protests if they oppose the proposed rate adjustments.

EDCO is proposing to provide the following additional or improved services:

1. Green Waste collection – also includes co-mingled Organics and up to 3-96 gallon
2. Residential Recycling gallon carts at no additional charge
3. Free Christmas tree drop-off locations
4. Free Spring and Fall Cleanups
5. Free Quarterly Bulky Item Collection – Twice a year voucher/coupon to pick-up large items or cleanup
6. Free Quarterly Bulky Item collection – Three items per household per quarter
7. Free Shredding & E-Waste Event with Additional Event Added to El-Toyon Park Cleanup Event
8. Free Alley Sweeps
9. Free Cleanup Events at City Parks – Includes cleanups during homeless encampments cleanup events
10. City Park Recycling & Trash Pick Up
11. Senior Discount – 20% discount for all residents over 60 years of age
12. Silver Bag Program
13. School & Community Recycling Presentations – Also partnering with Olivewood Gardens for education and outreach
14. Robust public education mailers, including but not limited to online educational materials and library of recycling videos
15. Together We Can – Delivered 25 public containers to encourage business participation and promote litter free community
16. Convenient pay-station in partnership with National City Chamber of Commerce staffed with EDCO employees that also supports chamber activities and allows customers to pay bills, sign-up for senior discounts, and obtain silver bags.

Staff recommends the approval of EDCO's rate adjustment.



NOTICE OF PUBLIC HEARING
 to Consider Proposed Rate Increase for
 Refuse Services
Tuesday, May 18, 2021, 6:00 p.m.

Proposition 218

Pursuant to Article XIIIID of the California Constitution and the Proposition 218 Omnibus Implementation Act, the City of National City (the “City”) hereby gives notice that a public hearing will be held on Tuesday, May 18, 2021, at 6:00 PM, or as soon as possible thereafter as the matter can be heard, at the regularly scheduled City Council meeting. The public hearing will be held in the Council Chamber of the Civic Center, located at 1243 National City Boulevard, National City, California, 91950.

Reason for Proposed Rate Increase

A rate adjustment is being proposed due to the increased costs of providing refuse services to residential and commercial users. If approved, basic service residential rates will increase by \$.92 per month, with a 20% discount for qualifying senior citizens, and Senior Silver Bag Service will increase \$0.12 per bag. The \$.92 increase is calculated by adding \$0.23 to the rate for refuse based on a \$1.83 increase in the per ton tipping fee; adding \$0.45 based on the San Diego Consumer Price Index (CPI); and \$0.22 based on the City Franchise Fee and Enterprise Fund. If approved, basic service commercial rates will increase \$5.43 per month. The \$5.43 is calculated by adding \$1.48 to the rate for refuse; less (\$0.10) for organics and recycling; \$2.74 based on the CPI; and \$1.31 based on City Franchise Fee and Enterprise Fund. If approved, these rates will become effective on July 1, 2021.

Residential Service	Current Monthly Rate (Effective 7/1/19)	Proposed Monthly Rate (Effective 7/1/21)
Base Rate	\$22.52	\$23.43
Senior Discount Rate	\$18.02	\$18.75
Silver Bag Rate	\$2.75 per bag	\$2.87 per bag

Protest Procedure

The property owner of record may file a written protest to the proposed rate adjustments. Property owners need not attend the public hearing in order to file a protest. Protests may be mailed to: City Clerk, 1243 National City Boulevard, National City, California 91950. If protesting by mail, please write on the front of the envelope that the enclosed letter of protest is for the proposed refuse and waste disposal adjustments. All protests must be received before the close of the public comment portion of the public hearing on **May 18, 2021**. Any protests received after that date and time, even if postmarked on or prior to that date, will not be counted.

Engineering & Public Works Department
 1243 National City Boulevard, National City, CA 91950-4301
 619/336-4380 Fax 619/336-4397 www.nationalcityca.gov



Any protest received via e-mail, fax, or other electronic means shall also not be counted. The signature on the protest must be that of the property owner of record and be an original signature. Protests with copies of signatures will not be counted. Verbal comments do not qualify as a protest, unless accompanied by a written protest. While customers who live on property owned by others may attend the public hearing, the City will only count written protests filed by property owners. Only one valid protest per parcel will be counted.

In order to be counted, each protest must contain the following:

1. State that the property owner of record does not agree with the proposed rate adjustments.
2. Identify the location of the parcel by street address, assessor's parcel number (APN) listed on the address label of your envelope, or City account number.
3. Provide the printed name and original signature of the property owner submitting the protest.
4. If you wish to protest and you own multiple properties, you may file one valid protest for each parcel that you own. Only one protest will be counted per parcel. For example, if you own five parcels and you wish to file protests for each of your properties, you must file five separate protests.
5. If you wish to protest and your parcel is owned by more than one person, or by a corporation or other legal entity, you may only file one protest for that parcel. Proper documentation must be provided showing that the person who signs the protest has the authority to sign on behalf of the other owners, corporation, or legal entity.
6. If the name of the property owner was not shown on San Diego County's last equalized assessment roll as the owner of record, you must provide the City with a certified copy of a recorded deed.

Individuals with disabilities, who require reasonable accommodation under the Americans with Disabilities Act in order to participate in the public hearing, should contact the City Clerk's Office as far in advance of the public hearing as possible.

If you have any questions about this process, or this notice in general, please contact the Engineering / Public Works Department at 1243 National City Boulevard, National City, CA 91950 or by calling (619)-336-4580.

Engineering & Public Works Department
1243 National City Boulevard, National City, CA 91950-4301
619/336-4380 Fax 619/336-4397 www.nationalcityca.gov

Residential Rates Adjustment National City

Rate Adjustment - July 1, 2021

Gross Rate Revenue & Franchise Fees	Annual Amount
Gross Residential Rate Revenue - 2020	\$ 1,900,500
Less Residential Franchise Fees @ 9.5%	(\$180,548)
Less Enterprise Fund (res portion)	(\$57,907)
Residential Rate Revenue Net of Franchise and Enterprise Fund	\$ 1,662,045

Revenue Components (net of Franchise Fees)		
Revenue Components (net of Franchise Fees)	Annual Amount	Percentage of Rate Revenue Net of Franchise Fees
Residential Rate Revenue Net of Franchise Fees	\$1,662,045	100.00%
Less: Actual Residential refuse Disposal Expense	-\$616,536	-37.10%
Less: Actual Organic Waste Disposal (res portion)	-\$39,581	-2.38%
Add: Recycling Revenue (residential portion)	\$40,437	2.13%
Residential Service Revenue	\$1,046,365	62.65%

Percentage change in adjustment factors				
Adjustment Factor	Old	New	Index Change	Rate Component Percent Change
RSWA Disposal Tipping Fee per Ton	\$ 44.39	\$ 46.22	\$ 1.83	4.12%
Organics	\$ 154,444	\$ 159,044	\$ 4,600	2.98%
Recycling Revenue Increase / (Decrease)	\$37,850	\$44,437	\$ 6,587	17.40%
CPI- San Diego Index CUURS49ESA0	295.0	305.8	10.81	3.66%

Weighted percentage change in adjustment factors			
Revenue Components	Component Weight	Rate Component Percent Change	Weighted Rate Adjustment
Refuse Disposal	37.10%	4.12%	1.53%
Organics	2.38%	2.98%	0.07%
Recycling Revenue (Increase)/Decrease	-2.13%	17.40%	-0.37%
Service	62.65%	3.66%	2.29%
Totals	100.00%		3.52%

Apply weighted percentage change to Residential Rates				
Service	Current Monthly Rate	Weighted Rate Adjustment	Rate Change	Adjusted Monthly Rate
Residential Single Family Rate	\$22.52	3.52%	0.79	23.31
Senior Rate	\$18.02	3.52%	0.63	18.65
Silver Bag	\$2.75	3.52%	0.10	2.85
Multi family recycling per Unit	\$1.14	3.52%	0.04	1.18

** Apply franchise fee increase to Residential Rates				
Service	Adjusted Monthly Rate	FF increase .5%	Rate Change	Adjusted Monthly Rate
Residential Single Family Rate	\$23.31	0.5%	0.12	23.43
Senior Rate	\$18.65	0.5%	0.10	18.75
Silver Bag	\$2.85	0.5%	0.02	2.87
Multi family recycling per Unit	\$1.18	0.5%	0.01	1.19

	Updated Allocation of current rate	Change	New Rate Allocation
Service	\$12.39	\$0.45	\$12.84
Landfill	\$5.09	\$0.21	\$5.30
Enterprise Fund	\$0.61	\$0.02	\$0.63
Recycling	(\$0.42)	(\$0.08)	(\$0.50)
Organics	\$2.71	\$0.10	\$2.81
Franchise Fee (10%)	\$2.14	\$0.20	\$2.34
Total Rate	\$22.52	\$0.91	\$23.43

Commercial Rates Adjustment National City

Rate Adjustment - July 1, 2021

Gross Rate Revenue & Franchise Fees	Annual Amount
Gross Commercial Rate Revenue - 2020	\$ 4,118,337
Less Gross Franchise Fees @ 9.5%	(\$391,242)
Less Enterprise Fund (comm portion)	(\$117,797)
Commercial Rate Revenue Net of Franchise Fee and Enterprise Fund	\$ 3,609,297

Revenue Components (net of Franchise Fees)	Annual Amount	Percentage of Rate Revenue Net of Franchise Fees
Commercial Rate Revenue Net of Franchise Fees	\$3,609,297	100.00%
Less: Actual Commercial Refuse Disposal Expense	-\$1,170,720	-32.44%
Less: Actual Organic Waste Disposal(comm portion)	-\$80,361	-2.23%
Add: Recycling Revenue (comm portion)	\$82,100	2.27%
Commercial Service Revenue	\$2,440,316	67.61%

Percentage change in adjustment factors

Adjustment Factor	Old	New	Index Change	Rate Component Percent Change
RSWA Disposal Tipping Fee per Ton	\$ 44.39	\$ 46.22	\$ 1.83	4.12%
Organics	\$ 313,567	\$ 322,907	\$ 9,339.17	2.98%
Recycling Revenue Increase / (Decrease)	\$ 76,847	\$ 82,100	\$ 5,253	6.84%
CPI- San Diego Index CUURS49ESA0	295.0	305.8	3.66%	3.66%

Weighted percentage change in adjustment factors

Components of Actual Revenue	Component Weight	Rate Component Percent Change	Weighted Rate Adjustment
Refuse Disposal	32.44%	4.12%	1.34%
Organics	2.23%	2.98%	0.07%
Recycling (Increase)/Decrease	-2.27%	6.84%	-0.16%
Service	67.61%	3.66%	2.47%
Totals	100.00%		3.72%

Apply weighted percentage change to Commercial Rates

Service	Current Monthly Rate	Weighted Rate Adjustment	Rate Change	Adjusted Monthly Rate
3 Cu Yard x 1 week	\$126.21	3.72%	\$4.70	\$130.91

**Apply franchise fee increase to Commercial Rates

Service	Adjusted Monthly Rate	FF increase .5%	Rate Change	Adjusted Monthly Rate
3 Cu Yard x 1 week	\$130.91	0.5%	\$0.73	\$131.64

	Updated Allocation of current rate	Change	Proposed New Allocation
Service	\$74.79	\$2.74	\$77.53
Landfill	\$35.88	\$1.48	\$37.36
Enterprise Fund	\$3.61	\$0.13	\$3.74
Recycling	(\$2.52)	(\$0.17)	(\$2.69)
Organics	\$2.46	\$0.07	\$2.53
Franchise Fee (10%)	\$11.99	\$1.18	\$13.17
Total Rate	\$126.21	\$5.43	\$131.64

Residential Rates			
	Total	Effective Date	
Oceanside	\$23.14	Proposed 7/1/21	No AD organics
National City	\$23.43	Proposed 7/1/21	
Carlsbad	\$24.40	Proposed 7/1/21	Additional new agreement fees pending
Coronado	\$25.12	Proposed 7/1/21	
Escondido	\$25.32	Effective 1/1/21	
La Mesa	\$25.46	Proposed 7/1/21	2 year rate
El Cajon	\$25.89	Effective 1/1/21	2 year rate
Vista	\$26.05	Proposed 7/1/21	
Del Mar	\$26.64	Proposed 7/1/21	No AD organics
Santee	\$26.79	Effective 1/1/21	No AD organics
Poway	\$26.87	Proposed 7/1/21	
Lemon Grove	\$27.57	Proposed 7/1/21	2 year rate
Chula Vista	\$27.60	Effective 9/1/20	No AD organics
San Marcos	\$27.73	Proposed 7/1/21	
Solana Beach	\$27.80	Proposed 7/1/21	
Encinitas	\$28.58	Proposed 7/1/21	
Imperial Beach	\$36.52	Effective 7/1/21	

Commercial Rates			
	Total	Effective Date	
Escondido	\$112.99	Effective 1/1/21	
La Mesa	\$114.75	Proposed 7/1/21	2 year rate
Carlsbad	\$117.27	Proposed 7/1/21	Additional new agreement fees pending
Poway	\$118.34	Proposed 7/1/21	
Encinitas	\$118.43	Proposed 7/1/21	
Oceanside	\$119.76	Proposed 7/1/21	
Coronado	\$120.02	Proposed 7/1/21	
Lemon Grove	\$122.57	Proposed 7/1/21	2 year rate
Solana Beach	\$122.72	Proposed 7/1/21	
San Marcos	\$125.92	Proposed 7/1/21	
National City	\$131.64	Proposed 7/1/21	
Del Mar	\$132.01	Proposed 7/1/21	
Chula Vista	\$136.39	Effective 7/1/20	Additional increase pending
Vista	\$143.82	Proposed 7/1/21	
Imperial Beach	\$175.01	Effective 7/1/21	
El Cajon	\$237.61	Effective 7/1/21	bundled rate - 2 year
Santee	\$249.36	Effective 1/1/21	bundled rate

Rate Adjustment Overview

Amendments to Municipal Code Section 9.52

Organics Update



On the Road to Zero Waste



"We'll Take Care of It"



Mandatory Commercial and Residential Recycling Program

- Residential (Single-Family) Generators
- Commercial Business Generators
- Self-Haulers
- Commercial Edible Food Generators
- Waiver for Generators
- Inspections and Investigations
- Mandatory Recycling Enforcement



Proposed Residential Rate

- CPI Based Service - \$0.45
 - RSWA Disposal Tonnage \$0.23
 - City Fees - \$0.23
-
- Total Monthly Adjustment = \$0.91

Rates Increase from \$22.52 to \$23.43 (4.04%)

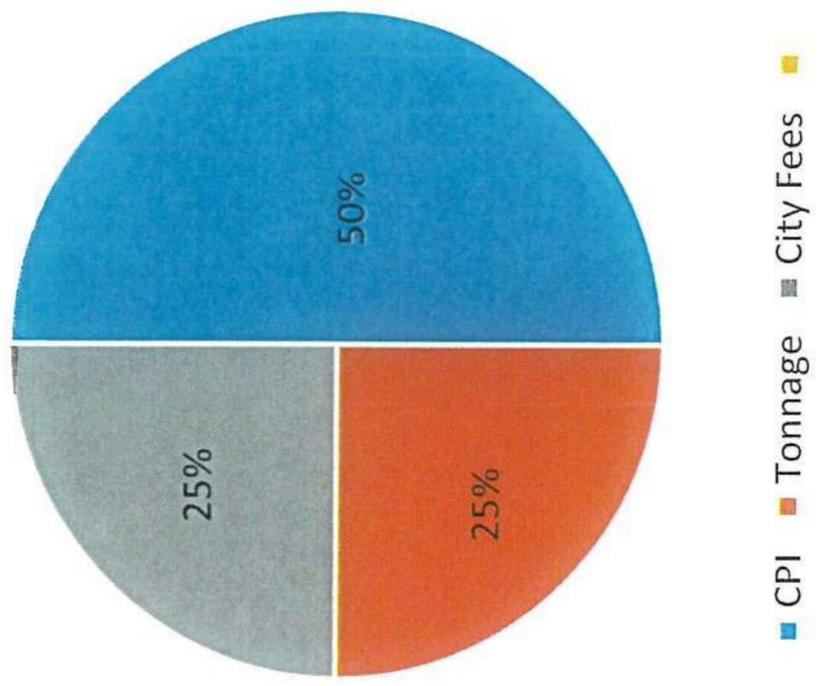
Senior Discount Rates

- Monthly Adjustment = \$0.73 / month
- Increase from \$18.02 to \$18.75

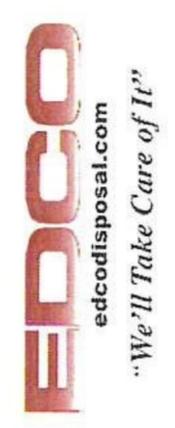
Silver Bag Rates

- Monthly Adjustment = \$0.12 / bag
- Increase from \$2.75 to \$2.87

Total Residential Adjustment



On the Road to Zero Waste





- Four Free Bulky Item Collections per year
- Two Free Residential Disposal Coupons per year
- Two Free Shredding / E-Waste / Mulch events per year
- Numerous neighborhood Clean-Up Events all year
- *“Together We Can” added 25 public carts and collection*
- Committed & Engaged Community Partner



On the Road to Zero Waste





California State Mandates

- California Disposed of Approximately 27 Million Tons of Organic Waste
- SB 1383 – Short Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions
 - 2020 - 50% Reduction in Landfilled Organics
 - 2022 - Regulations Take Effect
 - 2025 - 75% Reduction in Landfilled Organics / Residential & Commercial / 20% Increase in Recovery of Disposed Edible Food
- City Municipal Code Changes Required for SB-1383 Compliance, January 1, 2022

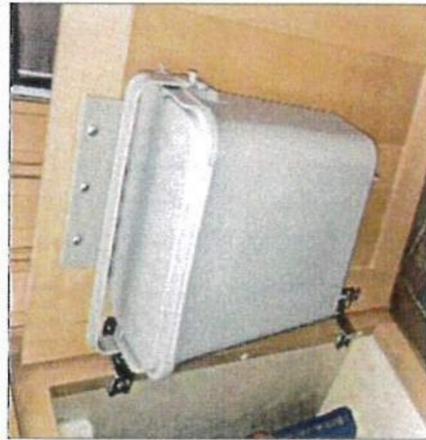


On the Road to Zero Waste



Commingled Organics Collection 2021 Update

- Residential Green Waste Service Expanded to Commingled Organics April, 2021
 - Easy & Convenient / Increase Participation
 - Commercial & Multi-Family Early Summer
 - Residential Kitchen Caddie
- Dishwasher Safe / Odor & Bug Resistant

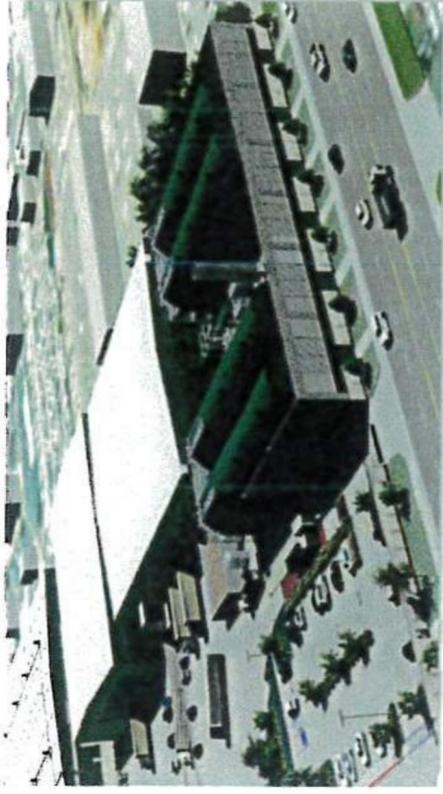


On the Road to Zero Waste

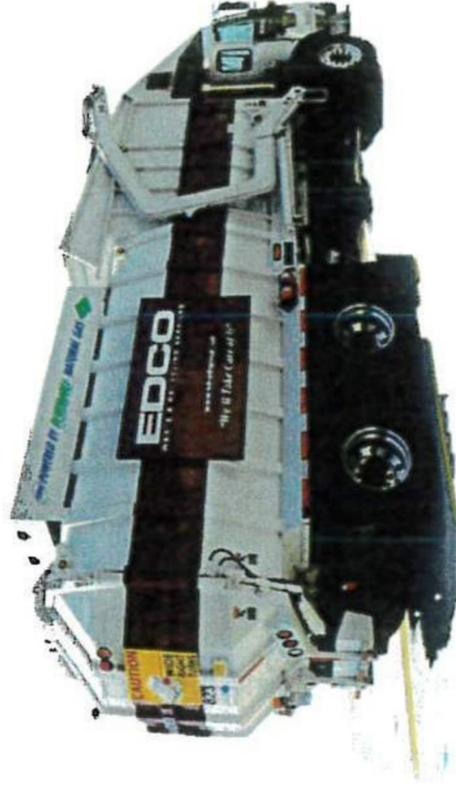




State-of-the-Art Anaerobic Digestion (AD) Facility



- Assist National City to Meet State Mandates
- Microorganisms Breakdown Material
- Biogas Upgraded into Renewable Natural Gas (RNG)
- Carbon Neutral Fleet
- Solid & Liquid Digestate Used as Organic Fertilizer



On the Road to Zero Waste



AD Facility Timeline



January 13, 2020



February 10, 2020



March 24, 2020



April 14, 2020



May 20, 2020



June 10, 2020



July 27, 2020



August 31, 2020



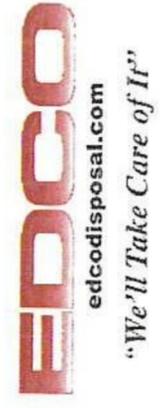
September 21, 2020



November 19, 2020



On the Road to Zero Waste



Residential Collection Commenced April 1, 2021



December 14, 2020



Questions



On the Road to Zero Waste



RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA ADOPTING A RESOLUTION FOLLOWING A PUBLIC HEARING PURSUANT TO PROPOSITION 218 TO CONSIDER A RATE ADJUSTMENT FOR REFUSE SERVICES INCLUDING RECYCLING AND YARD WASTE DISPOSAL PROVIDED TO NATIONAL CITY RESIDENCES AND BUSINESSES BY EDCO DISPOSAL CORPORATION AND AMENDING THE AGREEMENT BETWEEN THE CITY AND EDCO DISPOSAL CORPORATION TO INCREASE THE MONTHLY RATES FOR REFUSE COLLECTION SERVICES

WHEREAS, the Proposition 218 process requires that written notification be given to all affected property owners, and that those property owners are given a 45-day period in which to submit written protests if they oppose the proposed rate adjustments; and

WHEREAS, pursuant to Proposition 218, on April 2, 2021, a Public Notice was mailed to all property owners giving notice of the date, time and place wherein a Public Hearing would be held on the proposed rate adjustment; and

WHEREAS, on May 18, 2021, the City Council held a Public Hearing on the proposed increases in rates; and

WHEREAS, during the Public Hearing, the City Council heard and considered all oral objections and protests against the proposed increases in rates; and

WHEREAS, prior to the conclusion of the Public Hearing, the City Clerk received all written protests to the proposed increases in rates; and

WHEREAS, the City Clerk counted the written protests; and

WHEREAS, written protests against the proposed increases in rates were not presented by a majority of the owners or the tenants; and

WHEREAS, having no majority protest, on May 18, 2021, the City Council considered the rate adjustment as it relates to amending the Agreement; and

WHEREAS, on September 25, 1990, the City of National City and EDCO Disposal Corporation (“EDCO”) entered into an Agreement for Collection of Rubbish and Trash between the City of National City and EDCO Disposal Corporation (“Agreement”) providing for refuse collection services; and

WHEREAS, the Agreement was amended on June 22, 1993, pursuant to Resolution No. 93-86; on November 9, 1993, pursuant to Resolution No. 93-176; on June 21, 1994, pursuant to Resolution No. 94-88; on September 16, 1997, pursuant to Resolution No. 97-119; on June 12, 2001, pursuant to Resolution No. 2001-88; and on May 20, 2003, pursuant to Resolution No. 2003-64; June 21, 2005, pursuant to Resolution No. 2005-134 June 5, 2007, pursuant to Resolution No. 2007-116; June 4, 2013 pursuant to Resolution No. 2013-79; and on June 2, 2015 pursuant to Resolution No. 2015-82, June 6, 2017 pursuant to Resolution No. 2017-87 and May 21, 2019 pursuant to Resolution No. 2019 - 76; and

WHEREAS, pursuant to Section 23 of the Agreement, titled “Applications for Rate Change”, EDCO may apply annually for changes in the rates charged; and

WHEREAS, EDCO has applied for an increase of \$0.91 per month to the residential rate, and \$5.43 per month to the standard commercial rate; and

WHEREAS, the proposed increases are based on an increase in the tipping fees at the landfill, the decrease in revenue from recyclables sold, and the San Diego Consumer Price Index; and

WHEREAS, pursuant to Section 4 of the Agreement titled “Rates for Contractor’s Services”, EDCO shall charge no more than the maximum rate set forth in the Rate Schedule, which is set out in Exhibit “A”; and

WHEREAS, the proposed Amendment to this Agreement is reflected in Exhibit “A”; and

WHEREAS, the proposed increases in rates reflected in the Rate Schedules will be effective July 1, 2021.

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

Section 1: Finds, orders and declares that there was no majority protest of the proposed rate adjustment.

Section 2: Authorizes EDCO Disposal Corporation to increase the rates charged for refuse collection services as set out in Exhibit “A” attached hereto and by this reference is incorporated herein and though set forth in full with the Rate Schedules titled “Residential Rates Adjustments” and “Commercial Rates Adjustments”.

Section 3: Authorizes the Mayor to execute the Amendment to the Agreement between the City of National City and EDCO Disposal Corporation.

Section 4: 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 18th day of May, 2021

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

Residential Rates Adjustment National City

Rate Adjustment - July 1, 2021

Gross Rate Revenue & Franchise Fees	Annual Amount
Gross Residential Rate Revenue - 2020	\$ 1,900,500
Less Residential Franchise Fees @ 9.5%	(\$180,548)
Less Enterprise Fund (res portion)	(\$57,907)
Residential Rate Revenue Net of Franchise and Enterprise Fund	\$ 1,662,045

Revenue Components (net of Franchise Fees)		
Revenue Components (net of Franchise Fees)	Annual Amount	Percentage of Rate Revenue Net of Franchise Fees
Residential Rate Revenue Net of Franchise Fees	\$1,662,045	100.00%
Less: Actual Residential refuse Disposal Expense	-\$616,536	-37.10%
Less: Actual Organic Waste Disposal (res portion)	-\$39,581	-2.38%
Add: Recycling Revenue (residential portion)	\$40,437	2.13%
Residential Service Revenue	\$1,046,365	62.65%

Percentage change in adjustment factors				
Adjustment Factor	Old	New	Index Change	Rate Component Percent Change
RSWA Disposal Tipping Fee per Ton	\$ 44.39	\$ 46.22	\$ 1.83	4.12%
Organics	\$ 154,444	\$ 159,044	\$ 4,600	2.98%
Recycling Revenue Increase / (Decrease)	\$37,850	\$44,437	\$ 6,587	17.40%
CPI- San Diego Index CUURS49ESA0	295.0	305.8	10.81	3.66%

Weighted percentage change in adjustment factors			
Revenue Components	Component Weight	Rate Component Percent Change	Weighted Rate Adjustment
Refuse Disposal	37.10%	4.12%	1.53%
Organics	2.38%	2.98%	0.07%
Recycling Revenue (Increase)/Decrease	-2.13%	17.40%	-0.37%
Service	62.65%	3.66%	2.29%
Totals	100.00%		3.52%

Apply weighted percentage change to Residential Rates				
Service	Current Monthly Rate	Weighted Rate Adjustment	Rate Change	Adjusted Monthly Rate
Residential Single Family Rate	\$22.52	3.52%	0.79	23.31
Senior Rate	\$18.02	3.52%	0.63	18.65
Silver Bag	\$2.75	3.52%	0.10	2.85
Multi family recycling per Unit	\$1.14	3.52%	0.04	1.18

** Apply franchise fee increase to Residential Rates				
Service	Adjusted Monthly Rate	FF Increase .5%	Rate Change	Adjusted Monthly Rate
Residential Single Family Rate	\$23.31	0.5%	0.12	23.43
Senior Rate	\$18.65	0.5%	0.10	18.75
Silver Bag	\$2.85	0.5%	0.02	2.87
Multi family recycling per Unit	\$1.18	0.5%	0.01	1.19

	Updated Allocation of current rate	Change	New Rate Allocation
Service	\$12.39	\$0.45	\$12.84
Landfill	\$5.09	\$0.21	\$5.30
Enterprise Fund	\$0.61	\$0.02	\$0.63
Recycling	(\$0.42)	(\$0.08)	(\$0.50)
Organics	\$2.71	\$0.10	\$2.81
Franchise Fee (10%)	\$2.14	\$0.20	\$2.34
Total Rate	\$22.52	\$0.91	\$23.43

Commercial Rates Adjustment National City

Rate Adjustment - July 1, 2021

Gross Rate Revenue & Franchise Fees	Annual Amount	
Gross Commercial Rate Revenue - 2020	\$	4,118,337
Less Gross Franchise Fees @ 9.5%		(\$391,242)
Less Enterprise Fund (comm portion)		(\$117,797)
Commercial Rate Revenue Net of Franchise Fee and Enterprise Fund	\$	3,609,297

Revenue Components (net of Franchise Fees)	Annual Amount	Percentage of Rate Revenue Net of Franchise Fees
Commercial Rate Revenue Net of Franchise Fees	\$3,609,297	100.00%
Less: Actual Commercial Refuse Disposal Expense	-\$1,170,720	-32.44%
Less: Actual Organic Waste Disposal(comm portion)	-\$80,361	-2.23%
Add: Recycling Revenue (comm portion)	\$82,100	2.27%
Commercial Service Revenue	\$2,440,316	67.61%

Percentage change in adjustment factors

Adjustment Factor	Old	New	Index Change	Rate Component Percent Change
RSWA Disposal Tipping Fee per Ton	\$ 44.39	\$ 46.22	\$ 1.83	4.12%
Organics	\$ 313,567	\$ 322,907	\$ 9,339.17	2.98%
Recycling Revenue Increase / (Decrease)	\$ 76,847	\$ 82,100	\$ 5,253	6.84%
CPI- San Diego Index CUURS49ESA0	295.0	305.8	3.66%	3.66%

Weighted percentage change in adjustment factors

Components of Actual Revenue	Component Weight	Rate Component Percent Change	Weighted Rate Adjustment
Refuse Disposal	32.44%	4.12%	1.34%
Organics	2.23%	2.98%	0.07%
Recycling (Increase)/Decrease	-2.27%	6.84%	-0.16%
Service	67.61%	3.66%	2.47%
Totals	100.00%		3.72%

Apply weighted percentage change to Commercial Rates

Service	Current Monthly Rate	Weighted Rate Adjustment	Rate Change	Adjusted Monthly Rate
3 Cu Yard x 1 week	\$126.21	3.72%	\$4.70	\$130.91

**Apply franchise fee increase to Commercial Rates

Service	Adjusted Monthly Rate	FF increase .5%	Rate Change	Adjusted Monthly Rate
3 Cu Yard x 1 week	\$130.91	0.5%	\$0.73	\$131.64

	Updated Allocation of current rate	Change	Proposed New Allocation
Service	\$74.79	\$2.74	\$77.53
Landfill	\$35.88	\$1.48	\$37.36
Enterprise Fund	\$3.61	\$0.13	\$3.74
Recycling	(\$2.52)	(\$0.17)	(\$2.69)
Organics	\$2.46	\$0.07	\$2.53
Franchise Fee (10%)	\$11.99	\$1.18	\$13.17
Total Rate	\$126.21	\$5.43	\$131.64

The following page(s) contain the backup material for Agenda Item: [Public Hearing and the Introduction of an Ordinance of the City Council of the City of National City amending National City Chapter 9.52 of the National City Municipal Code regarding the Mandatory Commercial and Residential Recycling Program according to SB 1383. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 18, 2021

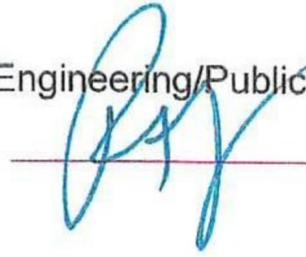
AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and the Introduction of an Ordinance of the City Council of the City of National City amending National City Chapter 9.52 of the National City Municipal Code regarding the Mandatory Commercial and Residential Recycling Program according to SB 1383.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **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:

Introduce Ordinance of the City Council of the City of National City amending National City Municipal Code Title 9, Section 9.52.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Ordinance with proposed changes (underlined/strikethrough version)
3. Ordinance with proposed changes (clean version)
4. PowerPoint Presentation

Explanation

In September 2016, Governor Brown signed SB 1383, establishing methane emissions reduction targets in a statewide effort to reduce emissions from short-lived climate pollutants in various sectors of California's economy. Methane from decomposing organic waste in landfills is a significant source of greenhouse gas (GHG) emissions, therefore SB 1383 requires CalRecycle to develop regulations to reduce the disposal of organic waste 50% below 2014 levels by 2020, and 75% by 2025. Additionally, CalRecycle must implement requirements to recover 20% of edible food for human consumption that is currently landfilled by 2025. The following requirements for cities and waste haulers are anticipated to be in place and operational by January 1, 2022:

- **Organic Waste Collection Services**
 - Jurisdictions and haulers must provide residential and commercial organic waste collection services.
 - Jurisdictions must conduct minimum levels of education, outreach, and contamination monitoring.
 - Waste generators must subscribe to collection services for organic waste not reduced or managed on-site.

- **Edible Food Recovery Programs and Services**
 - Jurisdictions must implement and oversee food recovery programs.
 - Commercial edible food generators must establish documented arrangements with food recovery services.

- **Procurement of Recovered Organic Waste Products**
 - Jurisdictions must procure minimum levels of compost, renewable natural gas, or both.
 - Jurisdictions must meet minimum recycled content and recyclability standards for paper products.

- **Reporting by Regulated Entities**
 - Jurisdictions, haulers, and facilities must report annually or quarterly on compliance with the regulations.

- **Organic Waste Recovery and Processing Standards for Facilities**
 - Facilities must achieve recovery rates for organic waste that is collected with non-organic waste.
 - Facilities must reduce contamination in organic waste prior to sending for additional processing or recovery.

The ordinance amendments are a result of residential and commercial service collection updates to address state organic recycling requirements. AB 1826 and SB 1383 authorize and require local governments to implement an organic waste recycling program to recover organic waste from all organic waste generators. The purpose of the ordinance amendments are to codify the automation of residential green waste collection and

include compostables to the commercial collection waste stream and provide a method of collection. In order to conform with legal requirements, as well as current industrial standards and city practices for recycling and solid waste services provided by the hauler, staff recommends the adoption of the amendments:

- **Residential (Single-Family) Generators:** This section would require residential generators to subscribe to the City's Organic Waste collection service by placing designated materials in designated containers. Specifically, adoption of the ordinance would codify automated collection of yard waste and food waste collection service, in addition to trash and recycling services.

EDCO started its new residential commingled organics recycling program on April 1, 2021. These services now include source-separated green collection to include the recycling of food waste. This service allows customers to place food scraps in the same container as green waste. The organic material (yard waste and food scraps) will then be recycled at EDCO's anaerobic digester facility to convert into renewable natural gas and fertilizer, to achieve State mandates, including AB 1826, AB 1594, and SB 1383. EDCO is also offering an optional kitchen caddy, a free 1.5 gallon sealable container that can be placed under the kitchen sink or another convenient area for the household use. This kitchen caddy can be taken to the organics cart and emptied onto the green waste.

- **Commercial Businesses Generators:** This section requires commercial businesses generators to comply with SB 1383 requirements, which include subscribing and participating in the City's Organic Waste collection service(s) by placing designated materials in designated containers. Amendment to this provision adds "compostables," which includes food waste, to the commercial solid waste material collected by the hauler.

EDCO plans to start the commercial organics recycling program in 2021 for commercial and industrial operations. When EDCO's organics recycling program is implemented, high-volume generators may reduce trash container sizes and/or collection frequency by diverting materials into designated organics containers.

- **Self-Haulers:** This section entails that self-haulers shall follow the same requirements to deliver recyclable and organics items to the processing facilities. Self-haulers are subject to submit proof of compliance documentation upon request by the City.

Commercial Edible Food Recovery Generators

SB 1383 also requires California to recover 20% of currently disposed edible food. By January 1, 2022, the jurisdictions must establish an Edible Food Recovery Program for commercial edible food generators. The ordinance amendments includes provisions regarding edible food donation requirements and available edible food recovery organizations.

The City will be required to inspect commercial edible food generators. Edible food generators will be identified via the City's business license database and from the Temporary-Use Permit (TUP) program.

The Regional Solid Waste Association (RSWA) has budgeted to support the RSWA member cities to hire a consultant to provide compliance support services for the Edible Food Recovery portion of SB 1383. The budgeted amount will assist the cities to establish the edible food recovery program and to provide education and outreach. Each city will be required to fund additional As-Needed consulting to cover program implementation and inspections.

The RSWA Members chose to pursue an agreement with Solana Center for Environmental Innovation for a scaled-down scope of work for the first two tasks only: (1) outreach and education and (2) establishment of an edible food recovery program (to be provided via a subcontract with San Diego Food System Alliance).

The Board has budgeted sufficient funds over FY 20-21 and FY 21-22 for these services. Current efforts by the consultant will determine the cost to continue with the compliance consulting services for the following fiscal years.

Waivers for Generators

Residential units, commercial businesses, and self-haulers may apply for an exemption to the mandatory collection requirement. The proposed changes in the ordinance include language with applicable provisions to qualify for a collection requirement waiver.

Inspections and Investigation by the City

The City's representatives, including designees, will be authorized to conduct inspections and investigations to confirm compliance with this ordinance and with the state law:

- Residential & Commercial Generators
- Self-Haulers
- Commercial Edible Food Generators
- Food Recovery Organizations & Services

Mandatory Recycling Enforcement

The proposed ordinance includes the City's requirements for enforcement actions, as required by SB 1383, for the facilities that fail to comply with the state requirements.

CalRecycle will be directly responsible for ensuring compliance. This will be monitored through CalRecycle's existing state agency monitoring process. CalRecycle will be evaluating a Jurisdiction's Compliance.

For example:

- Verifying that all organic waste generators have service
- Jurisdictions are providing education
- Issuing Notices of Violation within the correct timeline

EDCO will provide a presentation with the proposed changes to the ordinance in conjunction with EDCO's rate increase presentation.

The proposed action to adopt the amendments to the National City Municipal Code Section 9.52 are attached.

Chapter 9.52 - MANDATORY COMMERCIAL AND RESIDENTIAL RECYCLING PROGRAM

9.52.010 – Purpose.

The purpose of this chapter is to:

- A. Establish requirements for collecting and recycling recyclable materials and collecting and processing organic materials generated from commercial facilities, multi-family dwellings, residential units, and special events. These requirements intend to accomplish the following:
 1. Reduce greenhouse gas emissions associated with mining and manufacturing goods from virgin materials and associated with solid waste disposal in landfills; and
 2. Protect the natural environment and human health and enhance the economy through increased recycling and organics processing activities.
- B. Meet the state recycling law, Assembly Bill 341 passed in 2011, and state organics recycling law, Assembly Bill 1826 passed in 2014, requirements for businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services for that waste and requires the City to implement a Mandatory Commercial Recycling program.
- C. Meet the requirements of Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016, that requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities, including Cities, residential households, Commercial Businesses, and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support the achievement of Statewide Organic Waste disposal reduction targets.
- D. Provide for enforcement for violating the requirements of this chapter;
- E. Establish a schedule for this chapter’s implementation and enforcement.

9.52.010020 - Definitions.

Whenever in this chapter the following terms are used, they shall be deemed and construed to have the meaning ascribed to such respective terms in this section:

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Cities (and others).

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded by a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“Cardboard” means post-consumer waste paper grade corrugated cardboard (#11), kraft (brown) paper bags, or solid fiber boxes which have served their packaging purposes and are discarded and can later be reclaimed for collection and recovery for recycling.

“City” means the City of National City, a municipal corporation of the State of California.

“City Council” means the Mayor and City Council of the City of National City.

“City Manager” means the City Manager of the City of National City or City Manager’s designee.

“Collection” means to take physical possession of solid waste materials or recyclables at residential, commercial, industrial, or governmental sites and transport it to a facility for processing, composting, transfer, disposal, or burning.

“Collection vehicle or equipment” means any vehicle or equipment used to collect residential, commercial, industrial, or governmental solid waste or recyclables.

“Collector” means any person who holds a valid City franchise or contracts to collect and subsequent transportation or disposal of solid waste. A collector operates routes or provides regular service and is directly or indirectly reimbursed for collecting and disposing solid waste from residential, commercial, or industrial premises in the City. A Collector may also be referred to as a “franchisee.”

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Section 9.52.020 of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

"Commercial recyclables" means recyclables from the two commercial subcategories of office buildings (of more than 20,000 sq. ft.), as identified in Section 9.52.090.

~~"Commercial solid waste" means solid waste originating from stores, offices and other commercial sources, but does not include construction and demolition waste.~~

~~"Commercial unit" includes each building and space primarily used for distributing and selling goods, wares, merchandise and services. has the same meaning as in Section 7.10.010 of the National City Municipal Code.~~

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

"Construction and demolition waste" means the non-hazardous waste building materials, packaging and demolition, dredging, grubbing, and the rubble resulting from construction, remodeling, repair, and demolition activities on housing, commercial or governmental building, and any other structure and pavement.

"Curbside collection" means collecting recyclables from the residential waste stream from the curb or alleyway.

"Designated recyclable materials" means materials that are recyclable and/or reusable within the following categories of residential, commercial (office and hospitality), and industrial as defined more specifically within each category as listed within this ordinance.

“Disposal” means solid waste management through landfill disposal or transformation at a permitted solid waste facility.

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an act of the City to address non-compliance with this ordinance, including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Enforcement Official” means the city manager or city manager’s designee.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed of, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps exclude fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

“Franchise” means any person or private or public entity designated by the City Council as responsible for administering the collection, processing, and/or disposal of solid waste or designated recyclables.

“Franchisee” means any person or business concern who has been awarded an exclusive franchise by the City to provide single-family residential and commercial business solid waste, recyclables, yard waste, and other compostables collection services.

~~“Garbage” means organic refuse and waste or fruit, vegetable and animal matter prepared and intended for human consumption, and not so used.~~

“Glass bottles and jars” means food and beverage glass containers, including container glass covered by the deposit law, and excluding household and kitchen containers such as drinking glasses, cups, and cooking and serving dishes.

“Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

“Hazardous waste” means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by the State of California in Health and Safety Code Sections 25110.02, 25115, and 25117 or in the future amendments to or modifications of such statutes or identified and listed as hazardous waste by the U.S. Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901 et seq.), all future amendments thereto, and all rules and regulations promulgated.

“Highway” means any street, road, alley, highway, or thoroughfare.

"Hospitality" means any establishment that offers dining services, food or beverage sales.

Includes taverns, bars, cafeterias, restaurants, motels, hotels, hospitals, schools, colleges, and other establishments with dining services or a restaurant or bar on their premises.

“Hospitality recyclables” means aluminum, corrugated cardboard, glass jars and bottles, plastic beverage bottles, tin and bimetal cans, and white goods generated by hospitality facilities.

"Industrial recyclables" means recyclables from industry/construction waste streams, as identified in Section 9.52.050090.

"Industrial solid waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, publicly operated treatment works, and/or solid wastes placed in commercial collection bins.

"Industrial unit" includes each building and space primarily used for producing and making, processing, or warehousing goods, wares, and merchandise, including construction and demolition activity.

"Inert" means materials such as concrete, soil, asphalt, ceramics, earthen cooking waste, automotive safety glass, and mirrors.

"Inspection" means a site visit where a City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

"Landfill" means a disposal system by which solid waste is deposited and compacted before burial in a specially prepared area that provides environmental monitoring and treatment.

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price or is operated by a local agency and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility.

"Litter" has the same meaning as in Section 7.41.010 of the National City Municipal Code.

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

"Manure" means accumulated animal excrement. This includes, but is not limited to, feces and/or urine, any animal bedding material, spilled feed, or soil that is mixed with feces and/or urine.

"Medical waste" means any solid waste which is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biohazardous and medical waste or other solid waste as defined in Chapter 12 of the County Code of Regulatory Ordinances or State and Federal law.

"Metal" means recoverable aluminum, tin, and bi-metal materials such as used beverage containers, siding, and other recyclable manufactured metal items.

~~"Multiple residential unit" includes:~~

- ~~1. Each building having two or more spaces primarily used as a separate family dwelling; or~~
- ~~2. Two or more residential units situated on one lot.~~

"Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities considered Commercial Businesses.

"Newspaper" means materials printed on newsprint.

"Nuisance" means anything harmful to human health, or is indecent or offensive to the senses, and interferes with the comfortable enjoyment of life or property and affects at the same time an entire community or neighborhood, or any number of persons. However, the extent of the annoyance or damage inflicted upon the individual may be unequal, resulting from the storage, removal, transport, processing, or disposal of solid waste and/or recyclables.

"Occupant" includes and means every owner, tenant, or person having the care or control of any premise(s).

~~"Odor threshold" means the lowest concentration of odorous matter that produces an olfactory response in normal human beings.~~ has the same meaning as in Section 7.10.010E of the National City Municipal Code.

"Office," for purposes of this chapter, shall mean any combination of offices or connected buildings of over twenty thousand square feet regardless of office affiliation, ownership or occupancy. This includes retail, wholesale, professional services, legal services, financial services, medical services, schools, colleges and libraries.

"Office paper" means waste paper grades of white and colored ledgers. Examples include forms, copy paper, stationery, and other papers associated with desk activity.

"Organic materials" means any biodegradable material identified by the City, such as yard waste, plant trimmings, food scraps, and paper that can be segregated from garbage and collected and recycled to anaerobic compost digestion or processing with other organics processing methods. Compostable plastics and biodegradable plastics are not acceptable items for collection services.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape, and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

“Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, State of California, political subdivision, government agency, municipality, public corporation, or any other entity whatsoever.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

"Plastic beverage bottles" means plastic containers used for containing milk, juice, soft drinks, or water intended for human consumption; to be distinguished from nonfood bottles such as those containing motor oil, detergent, or other household products.

“Polluted urban water runoff” means pollution, as defined herein, contained within “urban runoff” as defined in Section 15.70.020 of the National City Municipal Code.

“Pollution” for purposes of this chapter, shall mean the condition caused by the presence in or on a body of water, soil, or air of any solid waste or substance derived therefrom in such quantity, of such nature and direction, or under such condition that the quality, appearance, or usefulness of the water, soil, land, or air is significantly degraded or adversely altered.

“Premises” means a tract or parcel of land with or without habitable buildings or appurtenant structures.

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

“Processing” means the reduction, separation, recovery, or conversion of solid waste.

“Prohibited Container Contaminants” “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that is not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that is not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

“Putrescible wastes” means wastes that are capable of being decomposed by microorganisms with sufficient rapidity as to cause a nuisance because of odors, gases or other offensive conditions. Material in this category includes, but is not limited to, kitchen waste, dead animals, food from containers, etc.

“Radioactive waste” means any waste, which exceeds regulatory levels of activity as defined in Chapter 7 of the California Health and Safety Code.

"Recyclable plastic beverage containers" shall mean those bottles marked PETE (1) and HDPE (2) on the bottom of plastic beverage containers.

“Recycling” means any process by which materials which would otherwise become solid waste are collected (source-separated, commingled, or as “mixed waste”), separated and/or processed, and returned to the economic mainstream in the form of raw materials or products or material which are otherwise salvaged or recovered for reuse.

“Refuse” means any mixture of putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, garbage, trash, residential refuse, industrial and commercial solid waste, vegetable or animal solid, and semi-solid wastes, and other solid waste destined for disposal sites.

“Removal” means the act of taking solid wastes or recoverable material from the place of generation either by an approved collector, agent for the collector or by a person in control of the premises.

"Residential recyclables" means those specific recyclable materials from the residential waste stream, as identified in Section 9.52.050090.

"Residential unit" includes each building and space primarily used as a dwelling.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

~~“Rubbish” means refuse and waste material, whether combustible or noncombustible, not included within the definition of garbage as herein defined and not contained within the definition of recyclable, including but not limited to paper, rags, leaves, glass, cans, ashes, tree and vine trimmings. It shall not include plaster, rock, sand, dirt, automobile frames or fenders, or waste material pertaining to building operations, construction or repair. It shall not mean discarded water heaters or furniture. It shall not mean hazardous or toxic wastes. has the same meaning as in Section 7.10.010 of the National City Municipal Code.~~

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

~~“Scavenging” means the uncontrolled and/or unauthorized removal of solid waste materials, recyclable or recoverable materials.~~

“Self-Hauler” means a person who hauls Solid Waste, Organic Waste or recyclable material he or she has generated for another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Single-family” means a structure containing a dwelling unit that is serviced with solid waste and recycling removal or pertaining to any residential premises with fewer than five (5) units.

“Solid waste” has the same meaning as in Section 15.80.020 of the National City Municipal Code.

“Solid waste facility” means and includes a solid waste transfer or processing facility, a construction, demolition, and inert debris processing/disposal facility, a compostable materials handling facility, a transformation facility, an incinerator, or a disposal facility.

“Solid waste management” means a planned program for effectively controlling the generation, storage, collection, transportation, processing, and reuse, conversion or disposal of solid waste in a safe, sanitary, aesthetically acceptable, environmentally sound, and economical

manner. It includes all administrative, financial, environmental, legal, and planning functions as well as the operations aspects of solid waste handling, disposal, litter control, and resource recovery systems necessary to achieve established objectives.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for collection such that Source Separated materials are separated from Gray Container Waste/Mixed Waste or other Solid Waste for collection and processing.

“Source Separated Blue Container Organic Waste” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in the 14 CCR Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

“Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

“Storage” means the interim containment of solid waste, materials, and recyclables in an approved manner.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large Venue.

(5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

“Tin and bimetel cans” means any food or beverage containers that are composed of steel with a thin coating or steel and aluminum.

"To segregate waste material" means any of the following: the placement of recyclables in separate containers; the binding of recyclable material separately from the other waste material; the physical separation of recyclables from other waste material.

"White goods" means kitchen or other large appliances.

“Wholesale Food Vendor” means a business or establishment engaged in the wholesale merchant distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

"Wood wastes" means lumber and wood products but excludes painted wood, wood treated with chemicals, and pressure-treated wood.

"Yard wastes" means leaves, grass, weeds, and wood material from trees and shrubs.

~~(Ord. 92-2029 (part), 1992)~~

9.52.030 – Requirements for Single-Family Generators.

Single-Family Organic Waste Generators shall comply with the following requirements:

- A. Subscribe to City’s Organic Waste collection services for all Organic Waste generated as described below in Section B. The City shall have the right to review the number and size of a generator’s containers to evaluate the adequacy of capacity provided for each type of collection service to properly separate materials and contain materials.
- B. Adjust its service level for its collection services as requested by the City.
- C. Participate in the City’s Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.
 1. Single-Family Organic Waste Generators shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

9.52.040 – Requirements for Commercial Businesses Generators.

Commercial Businesses Generators shall comply with the following requirements:

- A. Subscribe to City’s two container collection services and comply with the requirements of those services as described below in Section B. The City shall have the right to review the number and size of a generator’s containers and collection frequency to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.
- B. Adjust their service level for their collection services as requested by the City.
- C. Participate in the City’s Organic Waste collection service(s) by placing designated materials in designated containers as described below:
 1. Commercial Businesses Generators shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.
 2. Commercial Businesses Generators that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements described in this ordinance.

3. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
4. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
5. Provide education information before or within fourteen (14) days of the occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
6. Provide or arrange access for City or its agent to their properties during all inspections conducted in accordance with this ordinance to confirm compliance with the requirements of this ordinance.

9.52.050 – Provisions for self-haulers.

- A. Nothing in this chapter shall preclude any person, commercial business, single-family residence, or special event from self-hauling recyclable materials or organic materials generated by that entity to a recycling or organics processing facility.
- B. Self-haulers shall:
 1. Comply with the requirements in this chapter by delivering for recycling those items that local recycling facilities can recycle; self-haulers that are also food service establishments shall comply by delivering for organics processing those items that local organics processing facilities accept.
 2. Provide proof of compliance with this chapter upon request by the City; proof includes but is not limited to a receipt from a recycling or organics processing facility that clearly identifies the type and quantity of material delivered. Compliance records shall consist of the following information:
 - a) Delivery receipts and weight tickets from the entity accepting the waste.
 - b) The amount of material in cubic yards or tons transported by the generator to each entity.
 - c) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is

not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

9.52.060 - Requirements for Commercial Edible Food Generators.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with this section's requirements, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's enforcement official to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 1. The name, address, and contact information of the Food Recovery Service or Food Recovery Organization.

2. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
3. The established frequency that food will be collected or self-hauled.
4. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

9.52.070 - Requirements for Food Recovery Organizations and Services.

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

D. Food Recovery Capacity Planning

1. Food Recovery Services and Food Recovery Organizations. To support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days unless the City otherwise specifies a shorter timeframe.

9.52.080 – Waiver for Generators.

A. De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 9.52.080 A.2. below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services they request a waiver from and provide documentation noted in Section 9.52.080 A.2. below.
2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week, and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or

b. The Commercial Business's total Solid Waste collection service is less than two cubic yards per week, and Organic Waste, subject to collection in a Blue Container or Green Container, comprises less than 10 gallons per week applicable container of the business' total waste.

3. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for a waiver, in which case the waiver will be rescinded.

4. Provide written verification of eligibility for de minimis waiver every five (5) years if City has approved de minimis waiver.

B. Physical Space Waivers. The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements.

A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers, including documentation from its hauler, licensed architect, or licensed engineer.

3. Provide written verification to City that it is still eligible for a physical space waiver every five (5) years if City has approved the application for a physical space waiver.

C. Collection Frequency Waiver. The City, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment, or industry that subscribes to the City's Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen (14) days, rather than once per week.

D. Review and Approval of Waivers by the City.

9.52.050090 - Designated recyclable materials.

The following are designated recyclables subject to this designation:

A. Residential Recyclables.

1. Newspapers,
2. Plastic beverage bottles,

3. Aluminum,
4. Tin and bi-metal cans,
5. White goods (appliances),
6. Glass bottles and jars,
7. Organic materials;

B. Commercial Recyclables.

1. Office buildings of more than twenty thousand square feet:
 - a. Office paper,
 - b. Corrugated cardboard,
 - c. Newspapers,
 - d. Aluminum,
 - e. Organic materials,
 - f. Other recyclables currently accepted and permitted by hauler;
2. Hospitality industry, including all restaurants and taverns:
 - a. Plastic beverage bottles,
 - b. Glass jars and bottles,
 - c. White goods (appliances),
 - d. Aluminum,
 - e. Tin and bi-metal cans,
 - f. Organic materials,
 - g. Other recyclables currently accepted and permitted by hauler;

C. Industrial and Construction Recyclables.

1. Dirt,
2. Asphalt,
3. Sand,
4. Land clearing brush,
5. Concrete,
6. Metal,
7. Rock,
8. Clean wood.
9. Other construction and demolition debris, such as rock, granite, and clean wood, and other materials currently accepted by the materials processing facility,

10. Other recyclables currently accepted and permitted by hauler:

- D. Yard Waste.
 - 1. Leaves,
 - 2. Grass,
 - 3. Weeds,
 - 4. Wood materials from trees and shrubs.

The above list may be modified to add or delete listed items from time to time by City Council resolution.

~~(Ord. 92-2029 (part), 1992)~~

9.52.020100 - Separation of recyclable materials.

- A. The City's designated rubbish hauler shall provide containers for designated recyclables to each of its customers to collect designated recyclables.
- B. Containers provided to single-family, and multi-family residences, commercial and industrial entities shall effectively segregate the designated recyclables for pickup.
- C. Every owner or occupant in charge of any property where rubbish, garbage, or refuse is generated shall separate all recyclable materials from other garbage and combined refuse and shall group together and place for collection such recyclable materials in the same manner as rubbish, garbage, or refuse placed for collection. Recyclable material that shall be grouped and separated from other garbage and refuse shall be established by City Council resolution.

~~(Ord. 92-2029 (part), 1992)~~

9.52.030110 - Mandatory recycling implementation schedule.

The following shall be the recycling implementation schedule within the city:

	Effective Enforcement Date
A. Residential single-family	June 1, 1992
B. Residential multi-family	July 1, 1993
C. Yard and wood waste	April 1, 1993
D. Commercial: office and hospitality	July 1, 1993
E. Industrial	January 1, 1993

~~(Ord. 92-2029 (part), 1992)~~

9.52.120 – Solid waste declared public nuisance – Exceptions.

No solid waste shall be placed or allowed to be placed or remain upon any vacant lot, park, public or private property, street, road, highway, or alley within the limits of the City, and the same is declared to be a public nuisance, except that home composting of yard waste and compostables as defined in this chapter is exempt from the provisions of this section. It is further unlawful for any person to deposit or place such material in any garbage or refuse container owned or used by the owner of such property unless such person first obtains the permission of the owner to do so.

9.52.130 - Collection by a franchisee.

- A. No person shall provide a solid waste collection service within the City except in accordance with a franchise granted by the City.
- B. Through the granting of one or more franchises, the City Council shall provide solid waste collection services to all owners and occupiers of property within the City limits.
- C. The charge for such service shall be due and payable by each owner or occupier of property according to the schedule of rates and charges established, from time to time, by resolution of City Council.
- D. No person shall willfully fail, neglect, or refuse to pay the fees as prescribed in the schedule contained in said resolution after demanding by the contract agent.
- E. The franchisee will provide the billing and be responsible for collecting payments until the City accepts payment collection. Residential customers shall not be billed more than three months in advance. The franchisee shall not cancel service for nonpayment of refuse fees without written approval by the City Manager.
- F. Single-family residential customers may voluntarily suspend service upon vacating the residence, providing service is resumed immediately upon the residence being reoccupied.
- G. Multi-family residential complexes may voluntarily suspend service upon vacancy of all units within the complex, providing service is resumed immediately upon at least one unit being reoccupied.
- H. Commercial billing shall be monthly in arrears of service.

- I. A senior citizen refuse discount program will be established by the contractor for senior citizens (persons sixty-five years and older). The City Council may, from time to time, by resolution, fix the rate and payment schedule.

9.52.140 – Franchisee franchise fee.

The franchisee shall pay a franchise fee in an amount determined by resolution of the City Council or established in the franchise agreement authorizing the collection of solid waste, recyclables, yard waste, and other compostables.

9.52.150 – Hazardous wastes.

No person shall transport or collect hazardous wastes without compliance with applicable State law. No person shall deposit, dump, spill, or otherwise allow to be placed on a County solid waste facility not designated as a hazardous waste disposal facility.

9.52.160 – Fees for recycling.

A. The fees will be established by the resolution of the City Council. The City Council may, from time to time, amend such resolution.

B. Residential and commercial businesses must pay the established fees for recycling unless exempted explicitly by City Council resolution.

9.52.170 – Solid waste diversion.

Franchisee shall guarantee to the City that the diversion requirements of applicable State and Federal law will be fully satisfied at all times during the term and any extended term of the franchise agreement.

9.52.180 – Documentation of recycling tonnage.

The City Council may, by resolution, establish requirements and procedures for commercial businesses to submit recycling tonnage documentation to the City to comply with state reporting requirements.

9.52.190 – Inspections and investigation by the City.

A. The City's enforcement official is authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City to enter the interior of private residential property for inspection.

- C. The regulated entity shall provide or arrange for access during all inspections (except for residential property interiors) and shall cooperate with the City's enforcement official during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any inspection or investigation is a violation of this ordinance and may result in penalties described.
- D. Any records obtained by a City during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as outlined in Government Code Section 6250 et seq.
- E. The City's enforcement official is authorized to conduct inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- F. The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

9.52.040200 - Mandatory recycling enforcement.

- A. The Ceity Mmanager, who is assigned to duties which include the enforcement of solid waste regulations and laws, is responsible for enforcing the provisions of this chapter.
- B. The Ceity Mmanager shall have responsibility for enforcing all provisions of this chapter. Violation of any provision of this ordinance shall constitute grounds for issuing a Notice of Violation and assessing a fine by a City's Enforcement Official or representative. Enforcement Actions under this ordinance are the issuance of an administrative citation and assessment of a fine according to Section 1.20.010. Violations of said provisions will be prosecuted in the same manner as other violations of the municipal code; provided however, that However, nothing herein provided shall prevent the City Manager of the city ~~manager~~ from efforts to obtain voluntary compliance by way of warning, a notice of violation or educational means.

(Ord. 92-2029 (part), 1992)

Chapter 9.52 - MANDATORY COMMERCIAL AND RESIDENTIAL RECYCLING PROGRAM

9.52.010 – Purpose.

The purpose of this chapter is to:

- A. Establish requirements for collecting and recycling recyclable materials and collecting and processing organic materials generated from commercial facilities, multi-family dwellings, residential units, and special events. These requirements intend to accomplish the following:
 - 1. Reduce greenhouse gas emissions associated with mining and manufacturing goods from virgin materials and associated with solid waste disposal in landfills; and
 - 2. Protect the natural environment and human health and enhance the economy through increased recycling and organics processing activities.
- B. Meet the state recycling law, Assembly Bill 341 passed in 2011, and state organics recycling law, Assembly Bill 1826 passed in 2014, requirements for businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services for that waste and requires the City to implement a Mandatory Commercial Recycling program.
- C. Meet the requirements of Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016, that requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities, including Cities, residential households, Commercial Businesses, and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support the achievement of Statewide Organic Waste disposal reduction targets.
- D. Provide for enforcement for violating the requirements of this chapter;
- E. Establish a schedule for this chapter’s implementation and enforcement.

9.52.020 - Definitions.

Whenever in this chapter the following terms are used, they shall be deemed and construed to have the meaning ascribed to such respective terms in this section:

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Cities (and others).

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded by a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

"Cardboard" means post-consumer waste paper grade corrugated cardboard (#11), kraft (brown) paper bags, or solid fiber boxes which have served their packaging purposes and are discarded and can later be reclaimed for collection and recovery for recycling.

“City” means the City of National City, a municipal corporation of the State of California.

“City Council” means the Mayor and City Council of the City of National City.

“City Manager” means the City Manager of the City of National City or City Manager’s designee.

“Collection” means to take physical possession of solid waste materials or recyclables at residential, commercial, industrial, or governmental sites and transport it to a facility for processing, composting, transfer, disposal, or burning.

“Collection vehicle or equipment” means any vehicle or equipment used to collect residential, commercial, industrial, or governmental solid waste or recyclables.

“Collector” means any person who holds a valid City franchise or contracts to collect and subsequent transportation or disposal of solid waste. A collector operates routes or provides regular service and is directly or indirectly reimbursed for collecting and disposing solid waste from residential, commercial, or industrial premises in the City. A Collector may also be referred to as a “franchisee.”

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Section 9.52.020 of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

"Commercial recyclables" means recyclables from the two commercial subcategories of office buildings (of more than 20,000 sq. ft.), as identified in Section 9.52.090.

"Commercial unit" has the same meaning as in Section 7.10.010 of the National City Municipal Code.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

"Construction and demolition waste" means the non-hazardous waste building materials, packaging and rubble resulting from construction, remodeling, repair, and demolition activities on housing, commercial or governmental building, and any other structure and pavement.

"Curbside collection" means collecting recyclables from the residential waste stream from the curb or alleyway.

"Designated recyclable materials" means materials that are recyclable and/or reusable within the following categories of residential, commercial (office and hospitality), and industrial as defined more specifically within each category as listed within this ordinance.

“Disposal” means solid waste management through landfill disposal or transformation at a permitted solid waste facility.

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of

Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an act of the City to address non-compliance with this ordinance, including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Enforcement Official” means the city manager or city manager’s designee.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed of, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps exclude fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

“Franchise” means any person or private or public entity designated by the City Council as responsible for administering the collection, processing, and/or disposal of solid waste or designated recyclables.

“Franchisee” means any person or business concern who has been awarded an exclusive franchise by the City to provide single-family residential and commercial business solid waste, recyclables, yard waste, and other compostables collection services.

"Glass bottles and jars" means food and beverage glass containers, including container glass covered by the deposit law, and excluding household and kitchen containers such as drinking glasses, cups, and cooking and serving dishes.

“Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

“Hazardous waste” means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by the State of California in Health and Safety Code Sections 25110.02, 25115, and 25117 or in the future amendments to or modifications of such statutes or identified and listed as hazardous waste by the U.S. Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901 et seq.), all future amendments thereto, and all rules and regulations promulgated.

“Highway” means any street, road, alley, highway, or thoroughfare.

"Hospitality" means any establishment that offers dining services, food or beverage sales.

Includes taverns, bars, cafeterias, restaurants, motels, hotels, hospitals, schools, colleges, and other establishments with dining services or a restaurant or bar on their premises.

“Hospitality recyclables” means aluminum, corrugated cardboard, glass jars and bottles, plastic beverage bottles, tin and bimetal cans, and white goods generated by hospitality facilities.

"Industrial recyclables" means recyclables from industry/construction waste streams, as identified in Section 9.52.090.

"Industrial solid waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, publicly operated treatment works, and/or solid wastes placed in commercial collection bins.

"Industrial unit" includes each building and space primarily used for producing and making, processing, or warehousing goods, wares, and merchandise, including construction and demolition activity.

“Inert” means materials such as concrete, soil, asphalt, ceramics, earthen cooking waste, automotive safety glass, and mirrors.

“Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

"Landfill" means a disposal system by which solid waste is deposited and compacted before burial in a specially prepared area that provides environmental monitoring and treatment.

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price or is operated by a local agency and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility.

“Litter” has the same meaning as in Section 7.41.010 of the National City Municipal Code.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

“Manure” means accumulated animal excrement. This includes, but is not limited to, feces and/or urine, any animal bedding material, spilled feed, or soil that is mixed with feces and/or urine.

“Medical waste” means any solid waste which is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biohazardous and medical waste or other solid waste as defined in Chapter 12 of the County Code of Regulatory Ordinances or State and Federal law.

"Metal" means recoverable aluminum, tin, and bi-metal materials such as used beverage containers, siding, and other recyclable manufactured metal items.

“Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities considered Commercial Businesses.

"Newspaper" means materials printed on newsprint.

“Nuisance” means anything harmful to human health, or is indecent or offensive to the senses, and interferes with the comfortable enjoyment of life or property and affects at the same time an entire community or neighborhood, or any number of persons. However, the extent of the annoyance or damage inflicted upon the individual may be unequal, resulting from the storage, removal, transport, processing, or disposal of solid waste and/or recyclables.

“Occupant” includes and means every owner, tenant, or person having the care or control of any premise(s).

"Odor threshold" has the same meaning as in Section 7.10.010E of the National City Municipal Code.

"Office," for purposes of this chapter, shall mean any combination of offices or connected buildings of over twenty thousand square feet regardless of office affiliation, ownership or occupancy. This includes retail, wholesale, professional services, legal services, financial services, medical services, schools, colleges and libraries.

"Office paper" means waste paper grades of white and colored ledgers. Examples include forms, copy paper, stationery, and other papers associated with desk activity.

“Organic materials” means any biodegradable material identified by the City, such as yard waste, plant trimmings, food scraps, and paper that can be segregated from garbage and collected and recycled to anaerobic compost digestion or processing with other organics processing methods. Compostable plastics and biodegradable plastics are not acceptable items for collection services.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape, and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

“Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, State of California, political subdivision, government agency, municipality, public corporation, or any other entity whatsoever.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

"Plastic beverage bottles" means plastic containers used for containing milk, juice, soft drinks, or water intended for human consumption; to be distinguished from nonfood bottles such as those containing motor oil, detergent, or other household products.

“Polluted urban water runoff” means pollution, as defined herein, contained within “urban runoff” as defined in Section 15.70.020 of the National City Municipal Code.

“Pollution” for purposes of this chapter, shall mean the condition caused by the presence in or on a body of water, soil, or air of any solid waste or substance derived therefrom in such quantity, of such nature and direction, or under such condition that the quality, appearance, or usefulness of the water, soil, land, or air is significantly degraded or adversely altered.

“Premises” means a tract or parcel of land with or without habitable buildings or appurtenant structures.

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

“Processing” means the reduction, separation, recovery, or conversion of solid waste.

“Prohibited Container Contaminants” “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that is not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that is not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

“Putrescible wastes” means wastes that are capable of being decomposed by microorganisms with sufficient rapidity as to cause a nuisance because of odors, gases or other offensive conditions. Material in this category includes, but is not limited to, kitchen waste, dead animals, food from containers, etc.

“Radioactive waste” means any waste, which exceeds regulatory levels of activity as defined in Chapter 7 of the California Health and Safety Code.

"Recyclable plastic beverage containers" shall mean those bottles marked PETE (1) and HDPE (2) on the bottom of plastic beverage containers.

“Recycling” means any process by which materials which would otherwise become solid waste are collected (source-separated, commingled, or as “mixed waste”), separated and/or processed, and returned to the economic mainstream in the form of raw materials or products or material which are otherwise salvaged or recovered for reuse.

“Refuse” means any mixture of putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, garbage, trash, residential refuse, industrial and commercial solid waste, vegetable or animal solid, and semi-solid wastes, and other solid waste destined for disposal sites.

“Removal” means the act of taking solid wastes or recoverable material from the place of generation either by an approved collector, agent for the collector or by a person in control of the premises.

"Residential recyclables" means those specific recyclable materials from the residential waste stream, as identified in Section 9.52.090.

"Residential unit" includes each building and space primarily used as a dwelling.

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

"Rubbish" has the same meaning as in Section 7.10.010 of the National City Municipal Code.

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort

to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“Self-Hauler” means a person who hauls Solid Waste, Organic Waste or recyclable material he or she has generated for another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Single-family” means a structure containing a dwelling unit that is serviced with solid waste and recycling removal or pertaining to any residential premises with fewer than five (5) units.

“Solid waste” has the same meaning as in Section 15.80.020 of the National City Municipal Code.

“Solid waste facility” means and includes a solid waste transfer or processing facility, a construction, demolition, and inert debris processing/disposal facility, a compostable materials handling facility, a transformation facility, an incinerator, or a disposal facility.

“Solid waste management” means a planned program for effectively controlling the generation, storage, collection, transportation, processing, and reuse, conversion or disposal of solid waste in a safe, sanitary, aesthetically acceptable, environmentally sound, and economical manner. It includes all administrative, financial, environmental, legal, and planning functions as well as the operations aspects of solid waste handling, disposal, litter control, and resource recovery systems necessary to achieve established objectives.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for collection such that Source Separated materials are separated from Gray Container Waste/Mixed Waste or other Solid Waste for collection and processing.

“Source Separated Blue Container Organic Waste” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in the 14 CCR Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

“Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

“Storage” means the interim containment of solid waste, materials, and recyclables in an approved manner.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

“Tin and bimetal cans” means any food or beverage containers that are composed of steel with a thin coating or steel and aluminum.

"To segregate waste material" means any of the following: the placement of recyclables in separate containers; the binding of recyclable material separately from the other waste material; the physical separation of recyclables from other waste material.

"White goods" means kitchen or other large appliances.

“Wholesale Food Vendor” means a business or establishment engaged in the wholesale merchant distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

"Wood wastes" means lumber and wood products but excludes painted wood, wood treated with chemicals, and pressure-treated wood.

"Yard wastes" means leaves, grass, weeds, and wood material from trees and shrubs.

9.52.030 – Requirements for Single-Family Generators.

Single-Family Organic Waste Generators shall comply with the following requirements:

A. Subscribe to City’s Organic Waste collection services for all Organic Waste generated as described below in Section B. The City shall have the right to review the number and size of a generator’s containers to evaluate the adequacy of capacity provided for each type of collection service to properly separate materials and contain materials.

B. Adjust its service level for its collection services as requested by the City.

C. Participate in the City’s Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

1. Single-Family Organic Waste Generators shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray

Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

9.52.040 – Requirements for Commercial Businesses Generators.

Commercial Businesses Generators shall comply with the following requirements:

A. Subscribe to City’s two container collection services and comply with the requirements of those services as described below in Section B. The City shall have the right to review the number and size of a generator’s containers and collection frequency to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.

B. Adjust their service level for their collection services as requested by the City.

C. Participate in the City’s Organic Waste collection service(s) by placing designated materials in designated containers as described below:

1. Commercial Businesses Generators shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.
2. Commercial Businesses Generators that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements described in this ordinance.
3. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
4. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
5. Provide education information before or within fourteen (14) days of the occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

6. Provide or arrange access for City or its agent to their properties during all inspections conducted in accordance with this ordinance to confirm compliance with the requirements of this ordinance.

9.52.050 – Provisions for self-haulers.

- A. Nothing in this chapter shall preclude any person, commercial business, single-family residence, or special event from self-hauling recyclable materials or organic materials generated by that entity to a recycling or organics processing facility.
- B. Self-haulers shall:
 1. Comply with the requirements in this chapter by delivering for recycling those items that local recycling facilities can recycle; self-haulers that are also food service establishments shall comply by delivering for organics processing those items that local organics processing facilities accept.
 2. Provide proof of compliance with this chapter upon request by the City; proof includes but is not limited to a receipt from a recycling or organics processing facility that clearly identifies the type and quantity of material delivered. Compliance records shall consist of the following information:
 - a) Delivery receipts and weight tickets from the entity accepting the waste.
 - b) The amount of material in cubic yards or tons transported by the generator to each entity.
 - c) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

9.52.060 - Requirements for Commercial Edible Food Generators.

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with this section's requirements, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 3. Shall not intentionally spoil Edible Food capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 4. Allow City's enforcement official to access the premises and review records pursuant to 14 CCR Section 18991.4.
 5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 1. The name, address, and contact information of the Food Recovery Service or Food Recovery Organization.
 2. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 3. The established frequency that food will be collected or self-hauled.
 4. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health

and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

9.52.070 - Requirements for Food Recovery Organizations and Services.

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - 1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

- C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

- D. Food Recovery Capacity Planning

1. Food Recovery Services and Food Recovery Organizations. To support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days unless the City otherwise specifies a shorter timeframe.

9.52.080 – Waiver for Generators.

A. De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 9.52.080 A.2. below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services they request a waiver from and provide documentation noted in Section 9.52.080 A.2. below.
2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week, and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or
 - b. The Commercial Business's total Solid Waste collection service is less than two cubic yards per week, and Organic Waste, subject to collection in a Blue Container or Green Container, comprises less than 10 gallons per week applicable container of the business' total waste.
3. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for a waiver, in which case the waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every five (5) years if City has approved de minimis waiver.

B. Physical Space Waivers. The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City

has evidence from its staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements.

A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers, including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to City that it is still eligible for a physical space waiver every five (5) years if City has approved the application for a physical space waiver.

C. Collection Frequency Waiver. The City, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment, or industry that subscribes to the City's Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen (14) days, rather than once per week.

D. Review and Approval of Waivers by the City.

9.52.090 - Designated recyclable materials.

The following are designated recyclables subject to this designation:

A. Residential Recyclables.

1. Newspapers,
2. Plastic beverage bottles,
3. Aluminum,
4. Tin and bi-metal cans,
5. White goods (appliances),
6. Glass bottles and jars,
7. Organic materials;

B. Commercial Recyclables.

1. Office buildings of more than twenty thousand square feet:
 - a. Office paper,
 - b. Corrugated cardboard,
 - c. Newspapers,

- d. Aluminum,
 - e. Organic materials,
 - f. Other recyclables currently accepted and permitted by hauler;
2. Hospitality industry, including all restaurants and taverns:
 - a. Plastic beverage bottles,
 - b. Glass jars and bottles,
 - c. White goods (appliances),
 - d. Aluminum,
 - e. Tin and bi-metal cans,
 - f. Organic materials,
 - g. Other recyclables currently accepted and permitted by hauler;

C. Industrial and Construction Recyclables.

1. Dirt,
2. Asphalt,
3. Sand,
4. Land clearing brush,
5. Concrete,
6. Metal,
7. Rock,
8. Clean wood.
9. Other construction and demolition debris, such as rock, granite, and clean wood, and other materials currently accepted by the materials processing facility,
10. Other recyclables currently accepted and permitted by hauler;

D. Yard Waste.

1. Leaves,
2. Grass,
3. Weeds,
4. Wood materials from trees and shrubs.

The above list may be modified to add or delete listed items from time to time by City Council resolution.

9.52.100 - Separation of recyclable materials.

- A. The City's designated rubbish hauler shall provide containers for designated recyclables to each of its customers to collect designated recyclables.
- B. Containers provided to single-family, and multi-family residences, commercial and industrial entities shall effectively segregate the designated recyclables for pickup.
- C. Every owner or occupant in charge of any property where rubbish, garbage, or refuse is generated shall separate all recyclable materials from other garbage and combined refuse and shall group together and place for collection such recyclable materials in the same manner as rubbish, garbage, or refuse placed for collection. Recyclable material that shall be grouped and separated from other garbage and refuse shall be established by City Council resolution.

9.52.110 - Mandatory recycling implementation schedule.

The following shall be the recycling implementation schedule within the city:

	Effective Enforcement Date
A. Residential single-family	June 1, 1992
B. Residential multi-family	July 1, 1993
C. Yard and wood waste	April 1, 1993
D. Commercial: office and hospitality	July 1, 1993
E. Industrial	January 1, 1993

9.52.120 – Solid waste declared public nuisance – Exceptions.

No solid waste shall be placed or allowed to be placed or remain upon any vacant lot, park, public or private property, street, road, highway, or alley within the limits of the City, and the same is declared to be a public nuisance, except that home composting of yard waste and compostables as defined in this chapter is exempt from the provisions of this section. It is further unlawful for any person to deposit or place such material in any garbage or refuse container owned or used by the owner of such property unless such person first obtains the permission of the owner to do so.

9.52.130 - Collection by a franchisee.

- A. No person shall provide a solid waste collection service within the City except in accordance with a franchise granted by the City.

- B. Through the granting of one or more franchises, the City Council shall provide solid waste collection services to all owners and occupiers of property within the City limits.
- C. The charge for such service shall be due and payable by each owner or occupier of property according to the schedule of rates and charges established, from time to time, by resolution of City Council.
- D. No person shall willfully fail, neglect, or refuse to pay the fees as prescribed in the schedule contained in said resolution after demanding by the contract agent.
- E. The franchisee will provide the billing and be responsible for collecting payments until the City accepts payment collection. Residential customers shall not be billed more than three months in advance. The franchisee shall not cancel service for nonpayment of refuse fees without written approval by the City Manager.
- F. Single-family residential customers may voluntarily suspend service upon vacating the residence, providing service is resumed immediately upon the residence being reoccupied.
- G. Multi-family residential complexes may voluntarily suspend service upon vacancy of all units within the complex, providing service is resumed immediately upon at least one unit being reoccupied.
- H. Commercial billing shall be monthly in arrears of service.
- I. A senior citizen refuse discount program will be established by the contractor for senior citizens (persons sixty-five years and older). The City Council may, from time to time, by resolution, fix the rate and payment schedule.

9.52.140 – Franchisee franchise fee.

The franchisee shall pay a franchise fee in an amount determined by resolution of the City Council or established in the franchise agreement authorizing the collection of solid waste, recyclables, yard waste, and other compostables.

9.52.150 – Hazardous wastes.

No person shall transport or collect hazardous wastes without compliance with applicable State law. No person shall deposit, dump, spill, or otherwise allow to be placed on a County solid waste facility not designated as a hazardous waste disposal facility.

9.52.160 – Fees for recycling.

- A. The fees will be established by the resolution of the City Council. The City Council may, from time to time, amend such resolution.
- B. Residential and commercial businesses must pay the established fees for recycling unless exempted explicitly by City Council resolution.

9.52.170 – Solid waste diversion.

Franchisee shall guarantee to the City that the diversion requirements of applicable State and Federal law will be fully satisfied at all times during the term and any extended term of the franchise agreement.

9.52.180 – Documentation of recycling tonnage.

The City Council may, by resolution, establish requirements and procedures for commercial businesses to submit recycling tonnage documentation to the City to comply with state reporting requirements.

9.52.190 – Inspections and investigation by the City.

- A. The City’s enforcement official is authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City to enter the interior of private residential property for inspection.
- C. The regulated entity shall provide or arrange for access during all inspections (except for residential property interiors) and shall cooperate with the City’s enforcement official during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity’s premises; or (ii) access to records for any inspection or investigation is a violation of this ordinance and may result in penalties described.
- D. Any records obtained by a City during its inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as outlined in Government Code Section 6250 et seq.
- E. The City’s enforcement official is authorized to conduct inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

- F. The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

9.52.200 - Mandatory recycling enforcement.

- A. The City Manager, who is assigned to duties which include the enforcement of solid waste regulations and laws, is responsible for enforcing the provisions of this chapter.
- B. The City Manager shall have responsibility for enforcing all provisions of this chapter. Violation of any provision of this ordinance shall constitute grounds for issuing a Notice of Violation and assessing a fine by a City's Enforcement Official or representative. Enforcement Actions under this ordinance are the issuance of an administrative citation and assessment of a fine according to Section 1.20.010. However, nothing herein provided shall prevent the City Manager from efforts to obtain voluntary compliance by way of warning, a notice of violation or educational means.

Rate Adjustment Overview

Amendments to Municipal Code Section 9.52

Organics Update



On the Road to Zero Waste



"We'll Take Care of It"



Mandatory Commercial and Residential Recycling Program

- Residential (Single-Family) Generators
- Commercial Business Generators
- Self-Haulers
- Commercial Edible Food Generators
- Waiver for Generators
- Inspections and Investigations
- Mandatory Recycling Enforcement

Proposed Residential Rate

- CPI Based Service - \$0.45
 - RSWA Disposal Tonnage \$0.23
 - City Fees - \$0.23
-
- Total Monthly Adjustment = \$0.91

Rates Increase from \$22.52 to \$23.43 (4.04%)

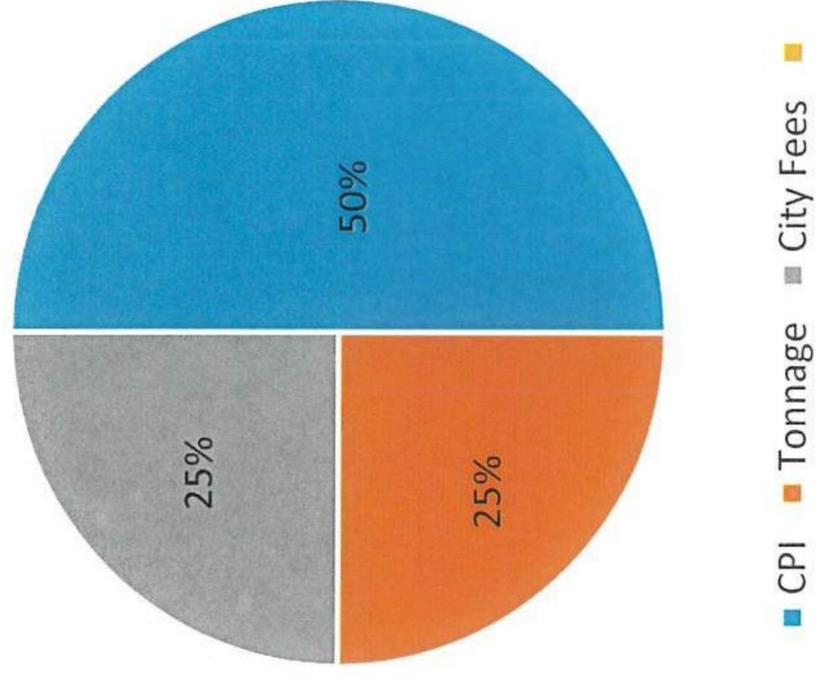
Senior Discount Rates

- Monthly Adjustment = \$0.73 / month
- Increase from \$18.02 to \$18.75

Silver Bag Rates

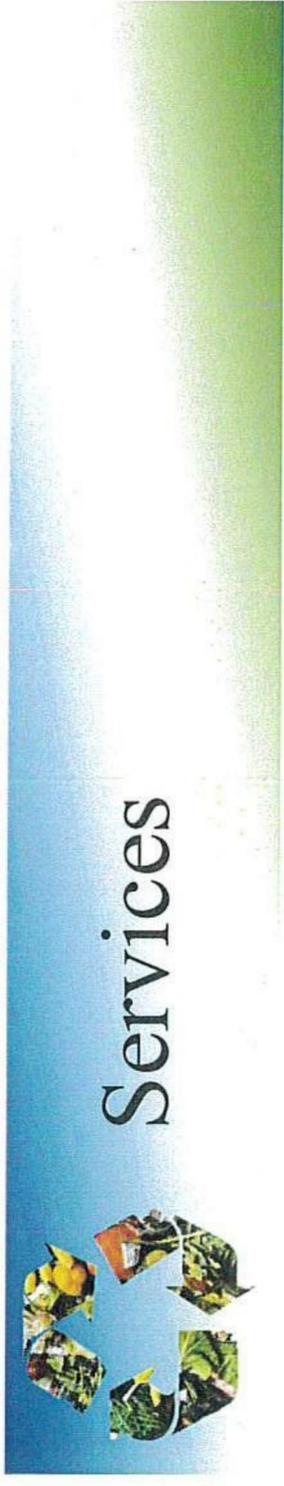
- Monthly Adjustment = \$0.12 / bag
- Increase from \$2.75 to \$2.87

Total Residential Adjustment



On the Road to Zero Waste





Services

- Four Free Bulky Item Collections per year
- Two Free Residential Disposal Coupons per year
- Two Free Shredding / E-Waste / Mulch events per year
- Numerous neighborhood Clean-Up Events all year
- *“Together We Can”* added 25 public carts and collection
- Committed & Engaged Community Partner



On the Road to Zero Waste





California State Mandates

- California Disposed of Approximately **27 Million Tons** of Organic Waste
- SB 1383 – Short Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions
 - 2020 - 50% Reduction in Landfilled Organics
 - 2022 - Regulations Take Effect
 - 2025 - 75% Reduction in Landfilled Organics / Residential & Commercial / 20% Increase in Recovery of Disposed Edible Food
- City Municipal Code Changes Required for SB-1383 Compliance, January 1, 2022



On the Road to Zero Waste





Commingled Organics Collection 2021 Update

- Residential Green Waste Service Expanded to Commingled Organics April, 2021
- Easy & Convenient / Increase Participation
- Commercial & Multi-Family Early Summer
- Residential Kitchen Caddie

- Dishwasher Safe / Odor & Bug Resistant



On the Road to Zero Waste





State-of-the-Art Anaerobic Digestion (AD) Facility



- Assist National City to Meet State Mandates
- Microorganisms Breakdown Material
- Biogas Upgraded into Renewable Natural Gas (RNG)
- Carbon Neutral Fleet
- Solid & Liquid Digestate Used as Organic Fertilizer

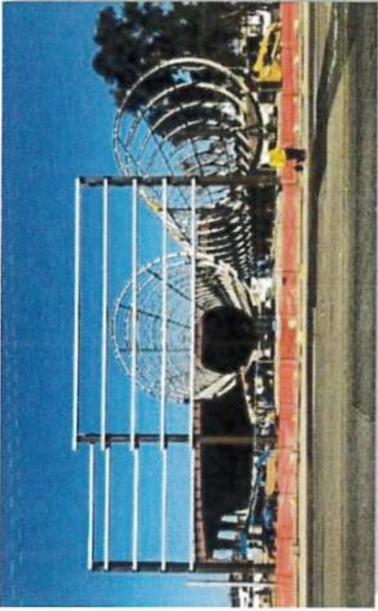


On the Road to Zero Waste





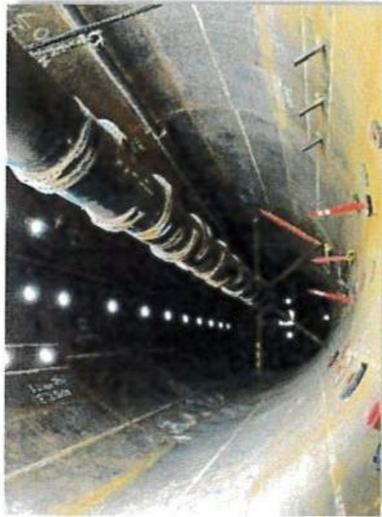
AD Facility Timeline



January 13, 2020



February 10, 2020



March 24, 2020



April 14, 2020



May 20, 2020



June 10, 2020



July 27, 2020



August 31, 2020



September 21, 2020



November 19, 2020



On the Road to Zero Waste



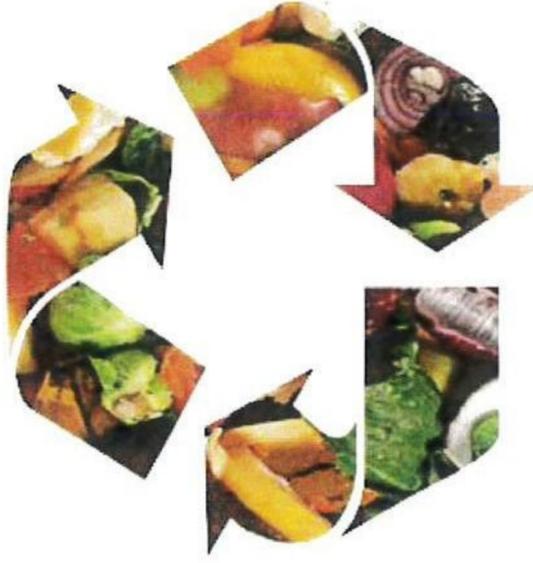
Residential Collection Commenced April 1, 2021



December 14, 2020



Questions



On the Road to Zero Waste



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 a Mills Act Historic Preservation Contract for 538 “C” Avenue. \(Applicants: Christopher and Tang Warnke\) \(Case File 2021-04 M\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 18, 2021

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 538 "C" Avenue. (Applicants: Christopher and Tang Warnke) (Case File 2021-04 M)

PREPARED BY: Martin Reeder, AICP – Principal Planner

DEPARTMENT: Community Development

PHONE: 619-336-4313

MR

APPROVED BY: _____



EXPLANATION:

The property owners of 538 "E" Avenue are requesting a Mills Act contract. The structure, known as the Pinney House, is a two-story National style home located in the Small Lot Residential (RS-2) zone. The 1,400 square-foot house is a gable front type and is constructed with wood siding, trimmed and decorated in a contrasting color. The home was constructed in 1869.

Mills Act contracts are historic preservation tools that provide property tax savings for owners in exchange for a commitment to maintain and/or restore a historic structure. This property was part of the original list of historic properties, adopted in 1996. The residence is in good condition, having undergone significant rehabilitation since its purchase. This included a new roof, removal of non-period window bars, rewiring, and new plumbing. Future work includes repainting, foundation repair, refinishing of sash windows, landscape restoration, and the reopening of the original back door. The Mills Act contract is valid for 10 years and automatically extends for one year on the anniversary date. The City may cancel the contract if breached or opt not to renew it if proper notice is provided. There are currently 18 Mills Act contracts in the City.

According to the San Diego County Assessor, there will be a reduction of approximately 30% in the assessed value of the property, which translates into a property tax reduction of approximately \$1,395 annually with respect to the "1%" portion of the property tax bill. Because the property lies within the former redevelopment area, this reduction will be to property taxes available to the Successor Agency. The loss to the Successor Agency would in turn impact the amount of residual balance available for distribution to other agencies, including the City whose share would be approximately \$252.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The action will result in a reduction in annual Successor Agency property tax revenue of approximately \$1,395. The impact on the City would be an approximate loss of \$252 in residual balance distribution revenue from the Successor Agency.

ENVIRONMENTAL REVIEW:

Not subject to CEQA

STAFF RECOMMENDATION:

Adopt the Resolution

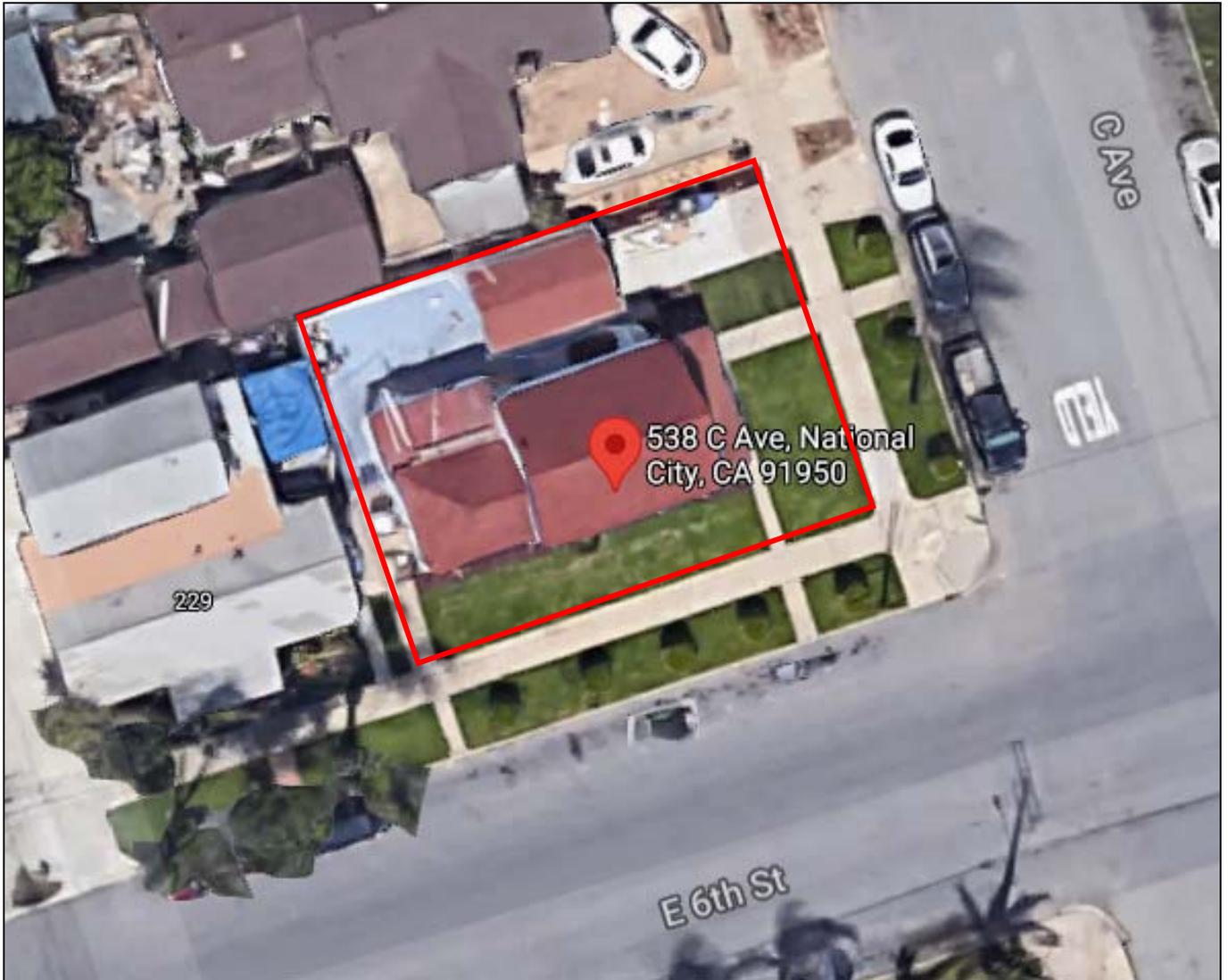
BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- | | |
|---------------------|--|
| 1. Overhead | 4. List of current Mills Act contracts |
| 2. Site Photos | 5. Mills Act Contract |
| 3. Maintenance Plan | 6. Resolution |

2021-04 M – 538 'C' Avenue – "Pinney House" Overhead





View looking west



View looking north

Potential Exterior Updates	Description
Remove Flakes/Loose Paint	There are multiple places where the loose paint wasn't completely scraped peeled before the most recent paint job. We are considering removing the loose paint (no sanding or stripping) and repainting those areas.
Additional Foundation Piers	There are some locations where the foundation is missing some piers, or the piers were not sufficient from the start. The joist spans appear to be longer than they should be. We are going to add some addition piers to support the floor. I do not know if this counts as exterior changes.
Side Gate	No side gate was installed when the new fence was installed. We may add a side gate.
Irrigation	The irrigation system was installed outside of the fence for the lawn, spraying the outside of the fence and occluding the lawn on the inside of the fence. We will either reposition heads to water the appropriate areas
Reopen rear door.	The rear door, which is behind the back yard fence, was boarded up when they renovated. We are looking at reopening up the rear door in order to enable direct access from the house to the back yard.
Windows/Sashes	One of the largest projects is to renovate the windows. Many of the windows have rails that are bowing, and there is dryrot in multiple window sashes and some frame members. We want to repair these window elements to renew the structural integrity of the windows and the home, rebuilding the sashes on an individual basis and renovating elements of the window frames as necessary.
Windows, part 2	Also on the windows, it looks like the windows were original doublehung sashes but the sashes some, of the lower and all of the upper, have been painted closed. I will look to determine if the windows were truly double hung and maybe try to get those windows working as original once again. I did this previously on a Victorian in Bartlett Texas and am familiar with the process.
Screens	May add inset frame screens to the windows to enable being able to leave the windows open without bugs getting in. The wooden screen frames will be hung with period appering hardware and painted with one of the existing accent colors, if we install them.
Landscaping	We will be adding flowers, trees etc as needed. We are adding a small arbor at the entry with climbing roses and roses at the corners and jasmine along the fence.
Repair Fence	The privacy fence between the property and the neighbor on C Street was incorrectly installed and is leaning precariously unless held up by ropes. This will be repaired.
Roof Repairs	One roof was already repaired due to leaks, but the shingling on the main house was not properly done and is curling up in places. We will need to get more roofing done.

ATTACHMENT 3

NATIONAL CITY MILLS ACT CONTRACTS			
	CASE FILE NO.	ADDRESS:	APPLICANT
1	M-2002-1	3600 E. 8 th Street	Moncrieff Family Limited Partnership
2	M-2002-2	926 A Avenue	Janice Martinelli
3	M-2002-3	1941 Highland Avenue	Celia, Josefina Hernandez
4	M-2003-1	916 A Avenue	Jeannette Salazar
5	M-2003-2	928 A Avenue	Jeannette Salazar
6	M-2003-3	1433 E. 24 th Street	Jim Ladd
7	M-2003-4	45 East Plaza Blvd.	Janice Martinelli
8	M-2003-5	907 A Avenue	Louise Branch
9	M-2005-1	906 A Avenue	Janice Martinelli
10	M-2006-1	910 A Avenue	Janice Martinelli
11	M-2006-2	934 A Avenue	Janice Martinelli
12	2007-44 M	2824 L Avenue	Sherri Steliga
13	2010-9 M	2525 N Avenue	ICF
14	2010-28 M	940 E. 16 th Street	Janice Martinelli
15	2018-10 M	1430 E. 24 th Street	Stephani Norton
16	2020-01 M	555 E. 1 st Street	Justin Tjalma
17	2020-04 M	204 E. 2 nd Street	Jerry Overbey
18	2020-10 M	540 E Avenue	McNeil Family Trust

*Recording Requested by and When
Recorded Please Mail to:*

Shelley Chapel
Deputy City Clerk
City of National City
1243 National City Boulevard
National City, CA 91950-4301

APN(s): 556-231-11-00

Above Space for Recorder's Use Only.

MILLS ACT CONTRACT

For property located at 538 'C' Avenue

THIS MILLS ACT CONTRACT ("Contract") is entered into by and between THE CITY OF NATIONAL CITY, a municipal corporation ("CITY") and Christopher J. and Tang Warnke ("OWNER").

RECITALS

WHEREAS, California Government Code Section 50280, et seq., referred to as the Mills Act, authorizes cities to enter into contracts with the owners of "qualified historic properties," defined in Government Code Section 50280.1, to provide for the use, maintenance, and restoration of such historic properties so as to retain their characteristics as properties of historic significance.

WHEREAS, OWNER possesses fee title to that certain real property, together with associated structures and improvements thereon, Assessor's Parcel No. 556-231-11-00, and located at the street address 538 'C' Avenue, National City, California (the "Historic Site"), on property generally described as:

THE EASTERLY 69 FEET OF LOTS 11 AND 12, BLOCK 3 OF J.D. O'CONNELL'S SUBDIVISION OF THE EAST HALF OF 10-ACRE LOT 6 IN QUARTER SECTION 155 OF THE RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 468, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 24, 1888.

WHEREAS, the City Council of the City of National City designated the above property as a Historic Site and it is so listed and currently eligible for listing in the “List of Identified Historic Sites in National City.” A copy of such listing is attached to this Contract as **Attachment A**.

WHEREAS, City and OWNER, for their mutual benefit, now desire to enter into this Contract both to protect and preserve the characteristics of historic significance of the Historic Site and to qualify the Historic Site for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of the California Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and covenants, CITY and OWNER agree as follows:

1. Effective Date and Term of Contract. This Contract shall be effective and commence on May 4, 2021 (“Effective Date”), and shall remain in effect for a term of ten (10) years thereafter. The initial ten-year term, and any extension pursuant to Section 2, shall collectively be referred to hereafter as the “Term.”

2. Automatic Renewal and Notice of Non-Renewal.
 - a. Renewal. Each year on the anniversary of the effective date of this Contract (the “Renewal Date”), a year shall automatically be added to the initial term of this Contract unless notice of non-renewal is served as provided herein.

 - b. Non-Renewal. If either OWNER or CITY desires, in any year, not to renew this Contract, OWNER or CITY shall serve written notice of non-renewal on the other party in advance of the annual Renewal Date of the Contract. Unless such notice is served by OWNER to CITY, in writing to the City Council, at least ninety (90) days prior to the annual Renewal Date, or served by CITY to OWNER at least sixty (60) days prior to the annual Renewal Date, one (1) year shall automatically be added to the Term as provided herein. If either CITY or OWNER serve notice to the other of non-renewal in any year, the Contract shall remain in effect for the balance of the Term then remaining, either from its original execution or from the last renewal of the Contract, whichever may apply.

- (1) Protest. Upon receipt by OWNER of a notice of non-renewal from CITY, OWNER may make a written protest of the notice to the City Council. Any protest must be received by the CITY no later than 15 days from the date of the notice of non-renewal.
 - c. Withdrawal of Non-Renewal. CITY may, at any time prior to the Renewal Date of the Contract, withdraw its notice of non-renewal.
 - d. City Non-Renewal. If CITY serves notice of non-renewal in any year, the existing Term of the Contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Contract, as the case may be.
3. *[Reserved]*
4. Eligibility. To be eligible for this Contract, the Historic Site shall be listed and shall remain eligible for listing in the “List of Identified Historic Sites in National City.” (**Attachment A.**)
5. Standards for Historic Site. During the Term, the Historic Site shall be subject to the following conditions, requirements, and restrictions:
 - a. OWNER shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Site, and, when necessary, restore and rehabilitate the Historic Site to conform to the rules and regulations of the Office of Historic Preservation of the Department of California State Parks, the United States Secretary of the Interior’s Standards for Rehabilitation, and the State Historical Building Code, as amended from time to time. Work shall be done in accordance with the maintenance schedule drafted by the OWNER, attached to this Contract as **Attachment B**.
 - b. OWNER shall maintain all buildings, structures, yards and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:
 - (1) Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls and windows;
 - (2) Scrap lumber, junk, trash, or debris;
 - (3) Abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans,

- containers, or similar items;
 - (4) Stagnant water or excavations, including swimming pools or spas;
 - (5) Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.
- c. Five years after the Effective Date, and every five years thereafter, City shall inspect the interior and exterior of the Historic Site to determine OWNER'S continued compliance with the Contract. Inspections required by this Section must:
- (1) Be scheduled by prior appointment between City and OWNER, and
 - (2) Occur no later than thirty days from the five-year anniversary described in this Section.
- d. OWNER shall allow visibility of the exterior of the structure from the public right-of-way. OWNER shall not block the view to the exterior of structure with any new structure, such as walls, fences, or shrubbery.
- e. If OWNER applies to CITY for a permit for demolition, substantial exterior alteration, or removal of the Historic Site, OWNER shall attend and participate in a scheduled hearing regarding such application before the board or commission designated by the City Council to oversee CITY'S historic resources prior to the issuance of such permit. CITY will endeavor to schedule such hearing within three (3) weeks after OWNER submits such application to CITY.
- f. Notwithstanding the foregoing Section 5(e), if OWNER applies to CITY for a permit for the demolition, substantial exterior alteration, or removal of the Historic Site, OWNER shall comply with all CITY and State of California environmental regulations, policies, and requirements prior to CITY'S issuance of the requested permit.
6. Information of Compliance. OWNER hereby agrees to furnish CITY with any and all information requested by CITY which CITY deems necessary or helpful to determine compliance with the terms and provisions of this Contract.
7. Breach of Contract; Cancellation. If CITY determines that the OWNER has breached any of the conditions of the Contract, or have allowed the Historic Site

to deteriorate to the point that it no longer meets the standards for a “qualified historical property” as defined by Government Code Section 50280.1, CITY shall do one of the following:

- a. Public Hearing. Cancel this Contract after CITY has given written notice of, and has held, a public hearing on the proposed cancellation. Notice of such hearing shall be mailed to the last known address of the OWNER within the historic zone and shall be published pursuant to Government Code Section 6061. If CITY cancels the Contract pursuant to Section 7(a), OWNER shall pay those cancellation fees set forth in Government Code Section 50286.
 - b. Court Action. Bring any action in court, pursuant to Section 14(e) necessary to enforce the Contract, including, but not limited to, an action to enforce the Contract by specific performance or injunction.
8. OWNER’S Cancellation Alternative. As an alternative to cancellation of the Contract, OWNER may bring any action in court, pursuant to Section 14(e), necessary to enforce the Contract, including, but not limited to, an action to enforce the Contract by specific performance or injunction.
 9. Binding Effect of Contract. OWNER hereby subjects the Historic Site to the covenants, reservations, and restrictions set forth in this Contract. CITY and OWNER hereby declare their specific intent that the covenants, reservations, and restrictions as set forth in this Contract shall be deemed covenants running with the land and shall pass to and be binding upon OWNER’S successors and assigns in title or interest to the Historic Site. Each and every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Site, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Contract regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument. CITY and OWNER hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land, in that OWNER’S legal interest in the Historic Site is rendered less valuable thereby. CITY and OWNER hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Site for the benefit of CITY, the public, and OWNER.
 10. Processing Fee. OWNER shall pay to CITY a processing fee of \$2,270.00.

11. Notice. Any notice required to be given by the terms of this Contract shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by either party.

To CITY:

City of National City
Director of Community Development
1243 National City Boulevard
National City, CA 91950

To OWNER:

Christopher J. and Tang Warnke
538 'C' Avenue
National City, CA 91950

12. Indemnity and Hold Harmless of City. OWNER shall defend, indemnify and hold harmless the CITY, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death, of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the OWNER'S performance or other obligations, including (a) maintenance of the Historic Site by OWNER or any contractor, subcontractor, agent, lessee, or any other person under this Contract, and also arising out of (b) any restrictions on the use or development of the Historic Site, from application or enforcement of the National City Municipal Code or from enforcement of this Contract; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and OWNER shall employ competent counsel, reasonably acceptable to the City Attorney of the City of National City.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the Term of this Agreement and shall not be restricted to insurance proceeds, if any, received by the CITY, officers, officials, agents, employees, and volunteers.

13. Eminent Domain. If the Historic Site is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of this Contract, the Contract shall be canceled and no fee shall be

imposed under Government Code Section 50286. The Contract shall be deemed null and void for all purposes of determining the value of the property so acquired.

14. General Provisions.

- a. None of the terms, provisions, or conditions of this Contract shall be deemed to create a partnership between the parties and any of their heirs, successors, or assigns, nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.
- b. All of the agreements, rights, covenants, reservations, and restrictions contained in this Contract shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Site, whether by operation of law or in any manner whatsoever.
- c. If any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- d. This Contract shall not take effect unless and until OWNER'S signature is notarized by a notary public. Furthermore, if an agent or representative of OWNER signs this Contract on behalf of OWNER, the agent or representative must furnish proof to the satisfaction of CITY, that the agent or representative has authority to act on OWNER'S behalf.
- e. This Contract shall be governed by the laws of the State of California. The venue for any action shall be a court of competent jurisdiction in the County of San Diego, State of California.
- f. OWNER or an agent of OWNER shall provide written notice of this Contract to the State Office of Historic Preservation within six (6) months of entering into the Contract.

15. Consultation with State Commission. CITY and OWNER may consult with the State Historical Resources Commission for its advice and counsel on matters relevant to historical property contracts.

18. Statutory References: A reference anywhere in this Contract to a Government Code section, or other statutory authority, means a reference to that section as may be later amended.

CITY OF NATIONAL CITY

OWNERS OF RECORD

Date: May 4, 2021

Date: _____

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
Christopher J. Warnke
(Notarized Signature)

Date: _____

Date: _____

Attest:

By: _____
Shelley Chapel, Deputy City Clerk

By: _____
Tang Warnke
(Notarized Signature)

APPROVED AS TO FORM:

JENNIFER K. GILMAN
Deputy City Attorney

OWNER PLEASE HAVE NOTARY PUBLIC ATTACH A SEPARATE PROOF OF NOTARY PAGE WITH SIGNATURE AND SEAL.

RESOLUTION NO. 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A MILLS ACT HISTORIC PRESERVATION CONTRACT FOR 538 'C' AVENUE APPLICANTS: CHRISTOPHER J. AND TANG WARNKE CASE FILE NO. 2021-04 M

WHEREAS, property located at 538 "C" was part of the original list of historic properties, adopted during a Public Hearing in 1996; and

WHEREAS, the property owners of 538 "C" Avenue have requested to enter into a Mills Act Contract with the City of National City.

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

Section 1: Authorizes the Mayor to execute a Mills Act Contract for 538 'C' Avenue.

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 18th 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: [City Manager Report.
\(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
05/18/21

City Manager Report

(City Manager)