



AGENDA

Consolidated Regular Meeting

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

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

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

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

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

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meeting and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: [Agendas and Agenda Packet](#) for items listed are available on the City website, and distributed to the City Council no less than 72 hours prior to the City Council Meeting. Sign up for [E-Notifications](#) to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via [live](#) web stream, or participate remotely via Zoom. [Recording of Meetings](#) are archived and available for viewing on the City's website.

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk prior to the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. *(City Council Policy 104)*

If you wish to submit written comment [email](#) to the City Clerk's Office at least 2 hours prior to the City Council Meeting to allow time for distribution to the City Council.

Spanish Interpretation Services: Spanish Interpretation Services are available, please contact the City Clerk prior to the start of the meeting for assistance.

American Disabilities Act Title II: In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting.



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Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una solicitud del orador al Secretario de la Ciudad antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados a tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para dar cabida a un gran número de oradores. (Política del Concejo Municipal 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 2 horas antes de la Reunión del Concejo Municipal para dar tiempo a la distribución al Consejo Municipal.

Servicios de interpretación en español: Los servicios de interpretación en español están disponibles, comuníquese con el Secretario de la Ciudad antes del inicio de la reunión para obtener ayuda.

Título II de la Ley de Discapacidades Americanas: En cumplimiento con la Ley de Discapacidades Americanas de 1990, las personas con discapacidad pueden solicitar una agenda en formatos alternativos apropiados según lo requerido por el Título II. Cualquier persona con una discapacidad que requiera un modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión.



AGENDA

Consolidated Regular Meeting

Tuesday, May 16, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. INVOCATION

5. PUBLIC COMMENT

In accordance with State law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take action on any issue not included on the agenda. Speakers will have up to three (3) minutes.

6. PROCLAMATIONS AND RECOGNITION

6.1 National Public Works Week

5

6.2 National Emergency Medical Services Week

17

6.3 Law Enforcement Appreciation Month

18

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

8. CONSENT CALENDAR

The Consent Calendar may be enacted in one motion by the City Council with a Roll Call Vote without discussion unless a Councilmember, a member of the Public, or the City Manager request an item be removed for discussion. Items removed from the Consent Calendar will be considered immediately following the adoption of the

Calendar.

- 8.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda
- 8.2 Awarding a contract to HSCC, Inc. for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park, CIP No. 23-06 19
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California 1) Awarding a contract to HSCC Inc., in the not-to-exceed amount of \$983,697 for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park project, CIP No. 23-06; 2) Authorizing a 15% contingency of \$147,555 for any unforeseen changes; 3) Authorizing the Mayor to execute the contract; 4) authorizing the establishment of an appropriation and corresponding revenue budget of \$216,033 in the Engineering Department Grants Fund; and 5) Authorizing the establishment of an appropriation of \$576,576 in the Parks Development Impact Fees Fund."
- 8.3 List of projects that will receive funding from the Road Maintenance and Rehabilitation Account through the Local Streets and Roads Funding Program as required by Senate Bill 1. 33
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) approving the following projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017: A) FY 2024 Pavement Rehabilitation, B) Central Community Mobility Enhancements, and C) FY 2024 Pavement Slurry Seal; and 2) authorizing the establishment of a Gas Tax Fund appropriation of \$1,519,578 for Fiscal Year 2024 and corresponding revenue budget for receipt of RMRA funds."
- 8.4 Agreement between the City of National City and HDL Coren & Cone, Inc. to provide property tax consulting and property tax audit services. 41
- Recommendation:
Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute the agreement by and between the City of National City and HdL Coren & Cone, Inc."
- 8.5 Authorizing a First Amendment to the Agreement with The Steinhilber Corporation DBA JJJ Enterprises to provide citywide fire and security alarm monitoring, service, testing, replacement, and repairs. 63
- Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute a First Amendment

to the Agreement with The Steinhilber Corporation DBA JJJ Enterprises, increasing the not-to-exceed amount by \$25,000, for a total agreement amount of \$85,000.”

- 8.6 The State of California Supplemental Law Enforcement Services Funds (SLESF)/Citizen’s Option for Public Safety (C.O.P.S.) grants awarded to the National City Police Department (NCPD) for Fiscal Years 2020 through 2023. 68

Recommendation:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the establishment of an appropriation and corresponding revenue budget in the Supplemental Law Enforcement Services Fund of \$493,282.68 for Fiscal Years 2020 through 2023 based on funds received through the Citizens’ Option for Public Safety (C.O.P.S) Grant Program.”

- 8.7 City Council 2023 Legislative Recess 83

Recommendation:

Provide direction on observing a legislative recess, which is historically taken in the month of July. In accordance with National City Municipal Code (NCMC) Section 2.04.020, any Regular Meeting(s) may be dispensed with a vote.

- 8.8 Temporary Use Permit – 4th Annual End of Summer Car Show hosted by the San Diego Lowrider Association at Kimball Park on Saturday, September 9, 2023 from 11 a.m. to 5 p.m. with no waiver of fees. 86

Recommendation:

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

- 8.9 Warrant Register #39 for the period of 3/24/23 through 3/30/23 in the amount of \$1,129,426.95. 107

Recommendation:

Ratify Warrants Totaling \$1,129,426.95

- 8.10 Warrant Register #40 for the period of 3/31/23 through 4/6/23 in the amount of \$3,088,984.92. 112

Recommendation:

Ratify Warrants Totaling \$3,088,984.92.

- 8.11 Warrant Register #41 for the period of 4/7/23 through 4/13/23 in the amount of \$1,708,125.82. 116

Recommendation:

Ratify Warrants Totaling \$1,708,125.82

8.12 Warrant Register #42 for the period of 4/14/23 through 4/20/23 in the amount of \$2,550,961.76. 121

Recommendation:

Ratify Warrants Totaling \$2,550,961.76

9. PUBLIC HEARING

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

9.1 Public Hearing and Adoption of an Ordinance of the City Council of the City of National City to extend the wastewater rates adopted for Fiscal Years 2022-2023 through Fiscal Years 2024-2025 with no increase. 125

Recommendation:

Adopt the Ordinance titled, "Ordinance of the City Council of the City of National City, California, amending Ordinance No. 2017-2442 extending the wastewater rates adopted for Fiscal Years 2022-2023 to Fiscal Years 2023-2024 and 2024-2025 with no increase."

10. STAFF REPORTS

10.1 Temporary Use Permit – Family Cruising Day Events sponsored by the City of National City on June 17, August 12, and September 9, 2023, from 12:00 – 4:00 p.m. 135

Recommendation:

Receive staff report and approve the application for a Temporary Use Permit subject to compliance with all conditions of the approval in accordance to the City Council Policy 802.

11. CITY MANAGER'S REPORT

12. ELECTED OFFICIALS REPORT

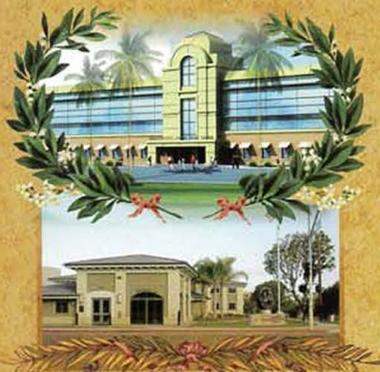
12.1 POLICY 105 REQUEST - Request to Amend City Council Policy 104: XIV Procedural Matters, ((E) Proclamations) Requested by Councilmember Rodriguez 161

12.2 POLICY 105 REQUEST - Creation of Ad Hoc Committees comprised of 2 National City Elected Representatives Requested by Councilmember Rodriguez 162

13. CITY ATTORNEY REPORT

14. ADJOURNMENT

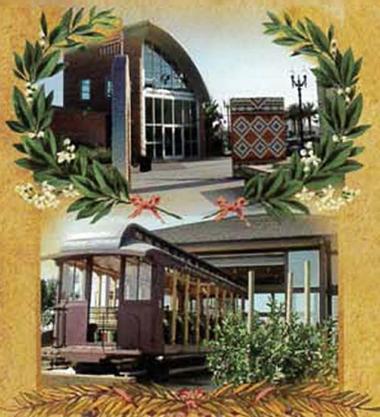
Regular Meeting of the City Council of the City of National City - Tuesday, June 6, 2023 - 6:00 p.m. - Council Chambers - National City, California.



Proclamation

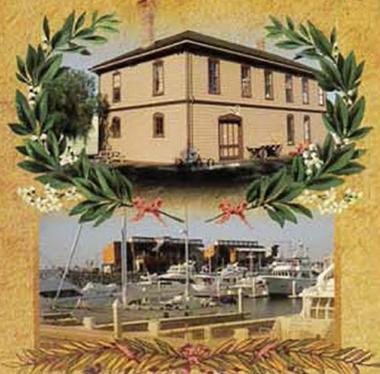
CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives, infrastructures, facilities and services could not be provided without the dedicated efforts of our public works professionals who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and



WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sanitary sewers, storm water systems, streets, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and



WHEREAS, the efficiency of the qualified and dedicated personnel who staff our public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council proclaim the week of May 21 thru May 27, 2023, as:

NATIONAL PUBLIC WORKS WEEK

As the Mayor, I call upon all citizens in the City of National City, and civic organizations and ask that they acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Ron Morrison

Proud to be Mayor of National City





CONNECTING
THE **WORLD**
THROUGH PUBLIC WORKS

NATIONAL PUBLIC WORKS WEEK
MAY 21-27, 2023

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED



APWA is proud to announce "Connecting the World Through Public Works" as the theme for the 2023 National Public Works Week.

This year's theme illustrates how public works connects us all through infrastructure and service, enhancing the quality of life for the communities these professionals serve.



Don Jasmund
Streets/WW



Ruben Huerta
Fleet



Chris Garcia
Facilities



Victor Uribe
Parks

CONNECTING THE WORLD THROUGH PUBLIC WORKS

NATIONAL PUBLIC WORKS WEEK
MAY 21-27, 2023



CONNECTING THE WORLD

THROUGH PUBLIC WORKS

NATIONAL PUBLIC WORKS WEEK

MAY 21-27, 2023

	FY 23 (est)
Park permits issued	18
Trees trimmed	2200
Potholes repaired	1800
Sidewalks repaired	100
Shopping cart removals	600
Illegal dumping / trash removals	1500
Illegal posting removals	2300
Misc. clean-ups (medians, parkways, sidewalks, bus stops, alleys, etc.)	1400
Streetlights maintained	856
Traffic signals maintained	80
Traffic signs installed	300
Linear feet of sewers cleaned	345,540
Storm drains / catch basins cleaned	425
Channels Cleaned	75
Annual parking permits issued	200
Temporary parking permits issued	100
Temporary RV parking permits issued	175
Engineering permits issued	600
Private development plans / maps reviewed	600
Engineering inspections conducted	800
Miles of streets resurfaced (grind & overlay 1" or greater)	3
Miles of streets slurry sealed (less than 1" thick overlay)	1.5
Number of items taken to Traffic Safety Committee	20



Don Jasmund
Streets/WW
Superintendent

Streets & Wastewater Division

Responsible for public improvements within the right-of-way, including:

- Wastewater and Storm Drain System
- Street Pavement and Sidewalks
- Traffic Paint and Sign
- Lighting and Traffic Signals
- Street Sweeping
- Quality of Life





PWX
 PUBLIC WORKS EXPO
SAN DIEGO
 AUGUST 27-30, 2023

Fleet/Equipment Maintenance Division

Responsible for maintenance and repair of City's fleet, including:



FY23	221
LEASED VEHICLES	42
Hybrid - 16	
Full Electric - 3	
OWNED VEHICLES	122
Hybrid - 16	
SMALL EQUIPMENT	22
MEDIUM EQUIPMENT	23
LARGE EQUIPMENT	12





Chris Garcia

Facilities
Maintenance Supervisor

Facilities Maintenance Division

Responsible for the repair, maintenance and operation of all City-owned facilities.

Provides custodial services for City-owned facilities, including set-up / clean-up for special events held at the City's community and recreation centers.





Victor Uribe
Parks
Superintendent

Parks Division

Responsible for landscape maintenance and irrigation of all City parks, roadway medians, bio-retention / infiltration basins, and around City-owned buildings.

Provides tree planting, trimming and removal services for City-owned trees along roadway corridors and within Community parks.









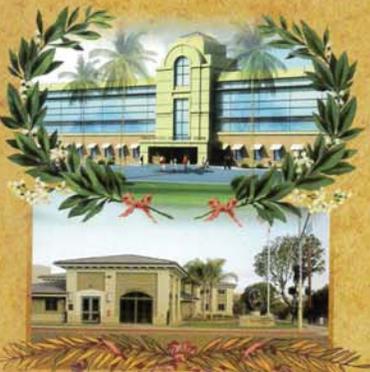
Thank you!

TOGETHER
**WE
CAN!**

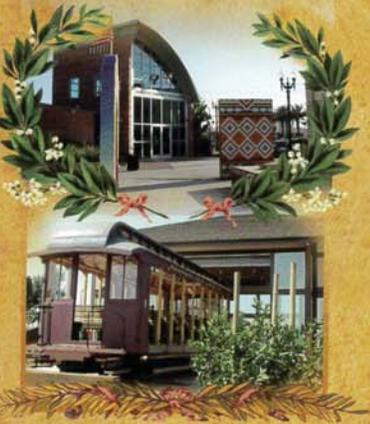


Proclamation

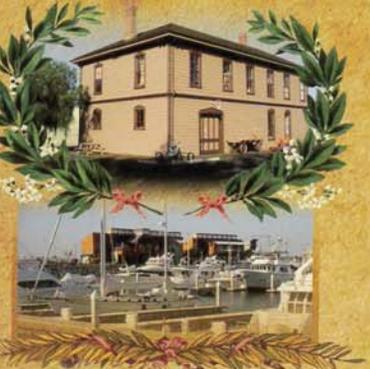
CALIFORNIA
NATIONAL CITY
1887
INCORPORATED



WHEREAS, Emergency Medical Services (EMS) is a critical public service that provides a comprehensive and seamless system of emergency care for those in need; and



WHEREAS, the EMS system is powered by a vast team of deeply-dedicated and highly-trained professionals, including EMTs, paramedics, firefighters, dispatchers, doctors, nurses, pilots, police officers, deputy sheriffs and support personnel; and



WHEREAS, members of the EMS system stand ready to provide lifesaving care to those encountering a medical emergency, whether in the inner city or the backcountry, 24 hours a day, seven days a week; and

WHEREAS, members of the EMS system, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills; and

WHEREAS, access to fast, quality emergency care dramatically improves the survival and recovery rate of those who experience sudden injury or illness; and

WHEREAS, National Emergency Medical Services Week was established by President Gerald R. Ford in 1974 to recognize the thousands of EMS professionals in America and the critical work they do in our nation's communities; and

WHEREAS, the theme of National EMS Week this year is "Where Emergency Care Begins,"

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council proclaim the week of May 21 thru May 27, 2023, as:

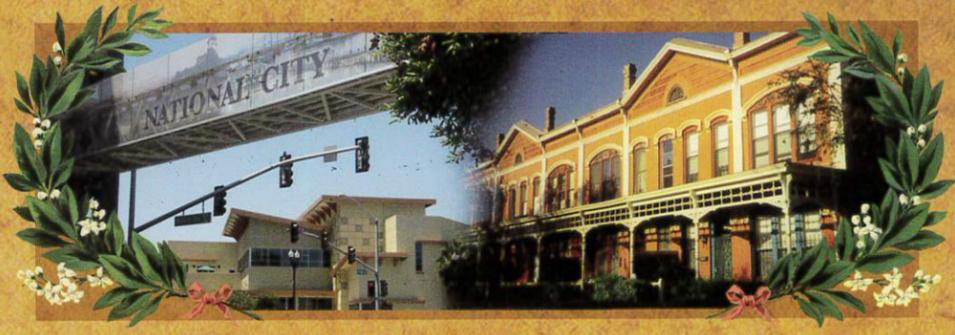
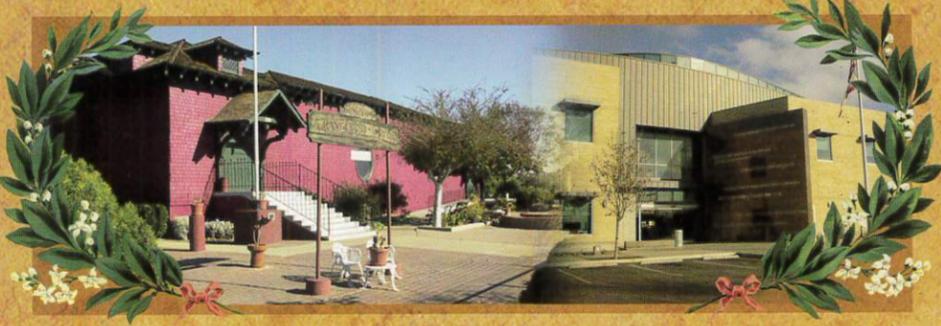
National Emergency Medical Services Week

As the Mayor, I call upon all citizens in the City of National City, and civic organizations and ask that they acquaint themselves and commend the brave women and men of the National City Fire Department and American Medical Response.

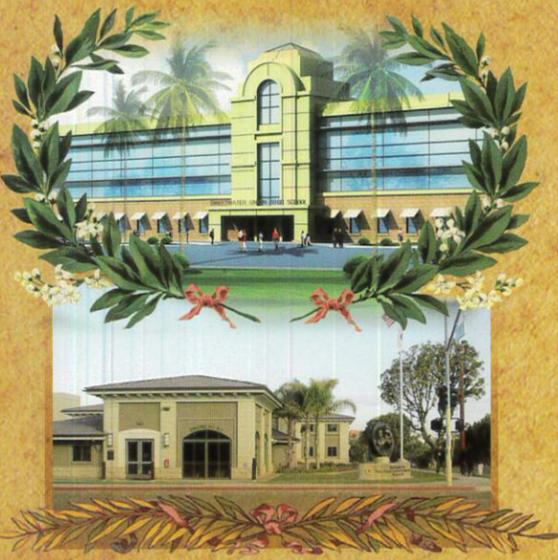
Ron Morrison

Proud to be Mayor of National City

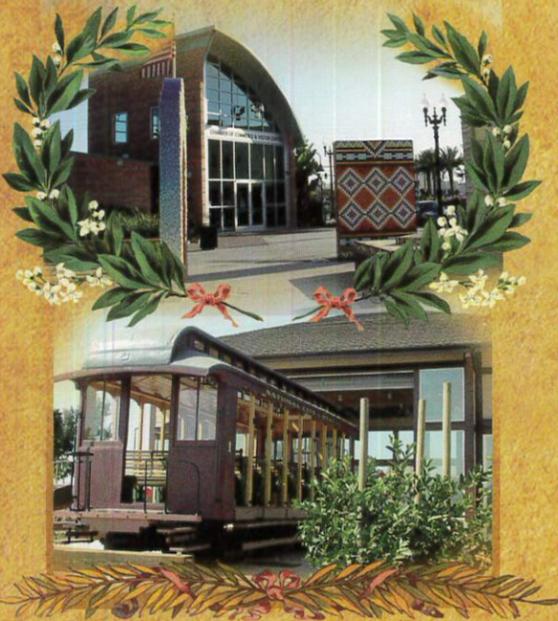




Proclamation

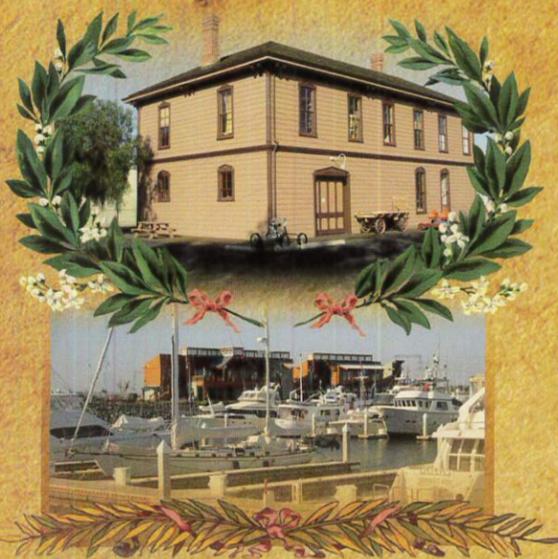


WHEREAS, our law enforcement officers are the guardians of life and property, defenders of the individual right to be free, warriors in the battle against crime, and are dedicated to the preservation of life and property; and



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

WHEREAS, May of each year is observed as Law Enforcement Appreciation Month throughout the Nation in order to recognize the hazardous work, serious responsibilities and strong commitment to our Nation's law enforcement officers; and



WHEREAS, in conjunction with this special observance, May 3, 2023 was recognized as San Diego Law Enforcement Officers' Memorial Day in commemoration of those officers who have sacrificed their lives in the line of duty; and

WHEREAS, this year a special tribute has been paid to U.S. Border Patrol Agent Daniel H. Salazar and Park Ranger George Kowatch III who lost their lives this past year; and

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

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, hereunto set my hand and affix the official seal and on behalf of the City Council, do hereby proclaim May 2023 as:

LAW ENFORCEMENT APPRECIATION MONTH

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

Ron Morrison

Proud to be Mayor of National City





AGENDA REPORT

Department: Engineering
Prepared by: Roberto Yano, Director of Public Works/City Engineer
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Awarding a contract to HSCC, Inc. for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park, CIP No. 23-06

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California 1) Awarding a contract to HSCC Inc., in the not-to-exceed amount of \$983,697 for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park project, CIP No. 23-06; 2) Authorizing a 15% contingency of \$147,555 for any unforeseen changes; 3) Authorizing the Mayor to execute the contract; 4) authorizing the establishment of an appropriation and corresponding revenue budget of \$216,033 in the Engineering Department Grants Fund; and 5) Authorizing the establishment of an appropriation of \$576,576 in the Parks Development Impact Fees Fund."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This project consists of constructing dog parks with minor landscape grading, pathways, children's play area, fencing, drainage, ball field lighting, and irrigation adjustments within existing Kimball Park located at E 12th Street and Las Palmas Park located at E 22nd Street. The parks are valuable assets to the City and are used by many residents for various community events and sports. For this project, there are three different funding sources that will be used: Prop. 68 Per Capita Program, American Rescue Plan Act of 2021 (ARPA), and Parks-Development Impact Fund (P-DIF).

Specific to Kimball Park, improvements include construction of concrete paving, chain link fence and gate, trash receptacles, pet waste station, removal and replacement of play equipment for Tot Lot, batting cage, removal and replacement of baseball field chain link fence, installation of baseball field infield mix, dog agility equipment, field lighting updates, protective mesh at existing baseball field score board, baseball field storage container, play structure, and full square metal bench. For Las Palmas Park, improvements include solar lighting, chain link fence and gate, dog agility equipment, trash receptacles, pet waste station, full circle metal bench, and full square metal bench.

On March 2, 2021, per City Council Resolution No. 2021-13, City Council authorized staff to submit an application for Proposition 68 Per Capita Program application for the Kimball Park Playground Improvements Project, and authorized the City Manager to execute the grant agreement.

On December 7, 2021, the City Council of the City of National City adopted a Resolution No. 2021-191 authorizing the filing of a Proposition 68 Per Capita Program Application for the El Toyon Park Playground Improvements Project for \$216,033. Subsequently, on January 18, 2022, the City Council of the City of National City adopted a Resolution No. 2022-05 rescinding Resolution No. 2021-191, authorizing the refiling of an updated Resolution for the City's Proposition 68 Per Capita Program Application and approving the application for Per Capita Grant Funds to be used for improvements at Kimball Park instead of El Toyon Park.

On May 3, 2022, the City Manager executed Grant Agreement Nos. C9801582 and C9802283, for Project Nos. 18-37-024 and 18-37-025, respectively, with the State of California Department of Parks and Recreation for the Project, effective July 1, 2018. The proposed project will remove and dispose of the existing playground equipment and wood mulch at Kimball Park and install a new play structure, a teeter tunnel, a unity dome, swings, and new surfacing.

On June 7, 2022, the City Council of the City of National City adopted Resolution No. 2022-97 adopting a budget for the Fiscal Year 2023 which allowed for \$250,000 of ARPA funds to be allocated to Las Palmas and another \$250,000 of ARPA funds to Kimball Park in alignment with results and comments from an extensive public outreach effort which expressed interest in park improvements.

The remaining amount of funds required to complete the project will be covered by the third funding source, P-DIF. P-DIF funding will only be used for the addition of new facilities at the two parks.

On February 10, 2023 the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors.

On March 2, 2023, five (5) bids were received by the 2:00 pm deadline. HSCC, Inc. was the apparent lowest bidder with a total bid amount of \$983,697. Upon review of all documents submitted, HSCC, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to HSCC, Inc. in the amount not-to-exceed \$983,697 for the Base Bid and Alternate Bid and authorizing a 15% contingency in the amount of \$147,555 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

Construction is estimated to be completed before the end of 2023. Typically, construction will begin four to six weeks after City Council approves award of contract to allow for coordination efforts, as well as contractor mobilization. Updates will be provided on the City's CIP dashboard at: <https://www.nationalcityca.gov/government/engineering-public-works>.

FINANCIAL STATEMENT:

Appropriations for the ARPA funded portion of the two dog park projects are included in the fiscal year 2023 budget. Appropriations of \$216,033 are requested to be established for the Prop 68 portion of the project based on a grant award of \$216,033. Appropriations of \$576,576 are requested to be established for the Parks DIF funded portion of the project based on fund balance available in that fund.

The Contract Award of \$983,696.97 will be allocated as follows:
Expenditure Account No. 117-409-500-598-1176 = \$154,752.00 (ARPA) Kimball Dog Park*
Expenditure Account No. 296-409-500-598-6201 = \$216,033.00 (Prop. 68) Kimball Park Project

Expenditure Account No. 325-409-500-598-1176 = \$363,241.47 (Parks DIF) Kimball Park Project
Expenditure Account No. 117-409-500-598-1175 = \$183,891.00 (ARPA) Las Palmas Dog Park*
Expenditure Account No. 325-409-500-598-1175 = \$ 65,779.50 (Parks DIF) Las Palmas Dog Park

The 15% Contingency of \$147,554.55, if needed, will be allocated as follows:

Expenditure Account No. 325-409-500-598-1176 = \$110,103.97 (Parks DIF) Kimball Park Dog Park

Expenditure Account No. 325-409-500-598-1175 = \$37,450.58 (Parks DIF) Las Palmas Dog Park

*The two dog park projects were each allocated \$250,000 from the American Rescue Plan Act (ARPA) funds. Only the construction costs are shown above; design and construction management contracts have been awarded separately and make up the difference between the construction costs shown as being funded by ARPA and the \$250,000 allocated to each project.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Parks, Recreation and Library

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Project Location/Site Plan

Exhibit B – Bid Opening Summary

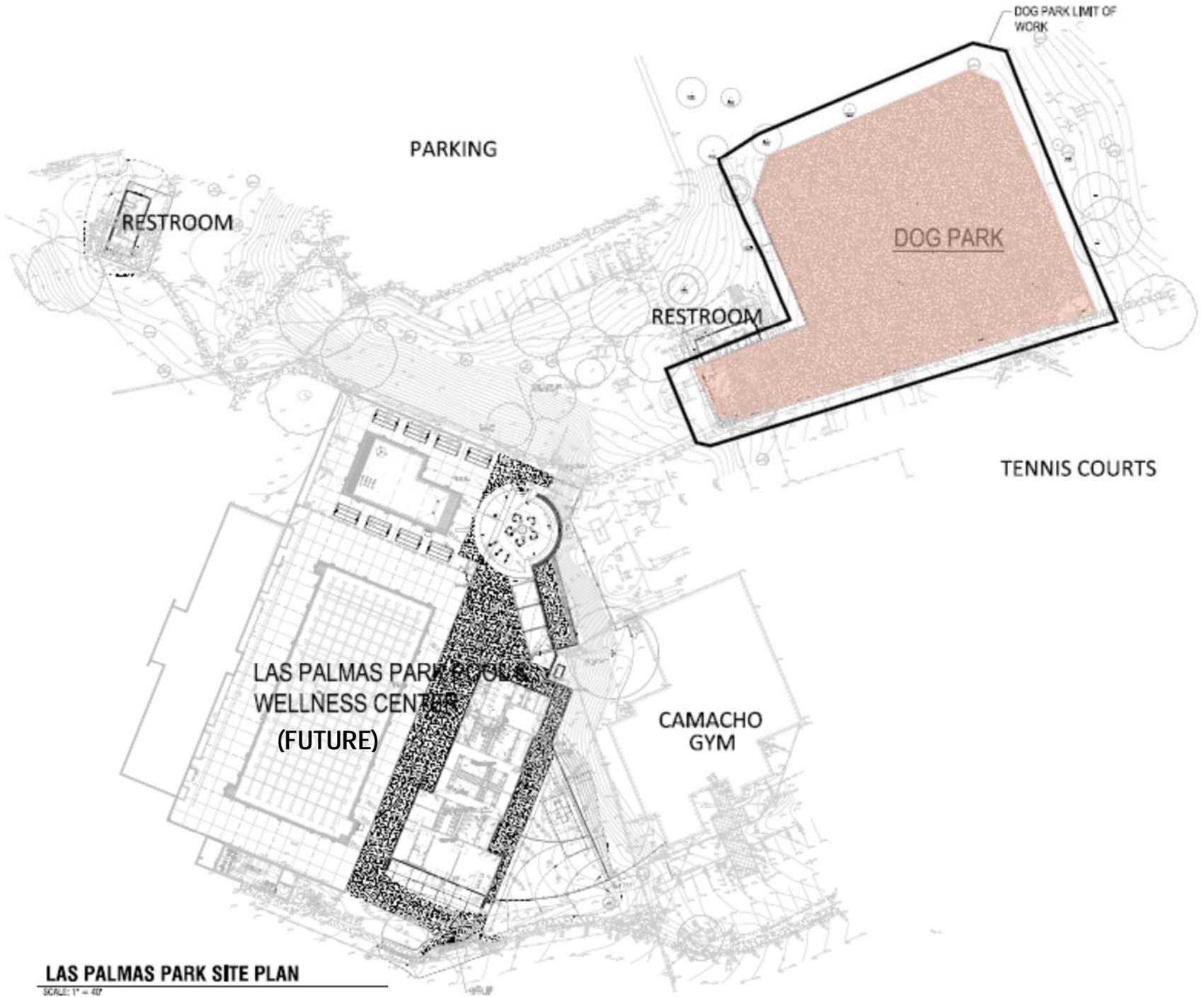
Exhibit C – Three Lowest Bidders Summary

Exhibit D – Owner-Contractor Agreement

Exhibit E – Resolution

Exhibit A – Project Location / Site Plans





LAS PALMAS PARK SITE PLAN
SCALE: 1" = 40'

Exhibit B



BID OPENING SUMMARY

NAME: Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park
CIP NO: 23-06
DATE: March 2, 2023
TIME: 2:00 P.M.
ESTIMATE: \$650,000
PROJECT ENGINEER: Ricardo Rodriguez

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	HSCC, Inc. 12101 Lakeside Ave. Lakeside, CA 92040	\$983,696.97	Bond
2	GEM Industrial Electric, Inc. 16902 Rio Maria Rd. Lakeside, CA 92040	\$1,207,955.14	Bond
3	Western Rim Constructors, Inc. 621 S. Andreasen Dr., Suite B Escondido, CA 92029	\$1,286,553.07	Bond
4	De La Fuente Construction, Inc 3025 Beyer Blvd., Suite E-101 San Diego, CA 92154	\$1,382,936.89	Bond
5	Blue Pacific Engineering & Construction 3750 Convoy St., Suite 306 San Diego, CA 92111	\$1,481,938.20	Bond

Exhibit C

SUMMARY OF BID ITEMS



NAME: Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park
CIP NO: 23-06
DATE: March 2, 2023
TIME: 2:00 P.M.
ESTIMATE: \$650,000
PROJECT ENGINEER: Ricardo Rodriguez

Item	Item Description	Unit	Qty	HSCC, Inc.		GEM Industrial Electric, Inc.		Western Rim Contractors, Inc.	
				Unit Price	Line Total	Unit Price	Line Total	Unit Price	Line Total
Base Bid - Kimball Park Dog Park and Tot Lot									
1	Mobilization/Demobilization	LS	1	\$8,500.00	\$8,500.00	\$75,000.00	\$75,000.00	\$64,572.00	\$64,572.00
2	Traffic and Pedestrian Control	LS	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
3	Surveying and Construction Staking	LS	1	\$9,573.00	\$9,573.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00
4	Water Pollution Control	LS	1	\$2,500.00	\$2,500.00	\$8,500.00	\$8,500.00	\$26,160.00	\$26,160.00
5	Clearing and Grubbing	LS	1	\$8,500.00	\$8,500.00	\$15,000.00	\$15,000.00	\$17,676.00	\$17,676.00
6	Unclassified Excavation	LS	1	\$2,000.00	\$2,000.00	\$25,000.00	\$25,000.00	\$35,640.00	\$35,640.00
7	Mow Existing Sod to 1" Height	SF	21011	\$0.30	\$6,303.30	\$0.39	\$8,194.29	\$0.19	\$3,992.09
8	12" W x 24" D Gravel Trench Drain	LF	20	\$60.00	\$1,200.00	\$300.00	\$6,000.00	\$49.56	\$991.20
9	Construct 4" Concrete Paving, Uncolored, Salt Finish	SF	2632	\$15.85	\$41,717.20	\$13.30	\$35,005.60	\$18.18	\$47,849.76
10	DG Paving, 4" Deep Stabilized	SF	906	\$7.50	\$6,795.00	\$9.39	\$8,507.34	\$5.39	\$4,883.34
11	DG Turf Topping, 1" Deep Non-Stabilized, Drag Screen	SF	10531	\$0.47	\$4,949.57	\$1.99	\$20,956.69	\$1.30	\$13,690.30
12	12" Concrete 'Wedge' Transition from Existing Concrete to DG Paving	LF	32	\$25.00	\$800.00	\$125.00	\$4,000.00	\$33.75	\$1,080.00
13	4' W x 6' H Chain Link Gate	EA	9	\$1,035.00	\$9,315.00	\$1,000.00	\$9,000.00	\$1,080.00	\$9,720.00
14	6' H Chain Link Fence and Post	LF	652	\$86.25	\$56,235.00	\$80.00	\$52,160.00	\$90.00	\$58,680.00
15	Mow Curb as per Detail G, H and I	LF	656	\$24.00	\$15,744.00	\$25.00	\$16,400.00	\$44.14	\$28,955.84
16	Trash Receptacles	EA	2	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$2,550.00	\$5,100.00
17	Pet Waste Station	EA	2	\$450.00	\$900.00	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00
18	Demolition and Disposal of Existing Play Equipment	LS	1	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00	\$15,252.00	\$15,252.00
19	Removal and Disposal of Existing Engineered Wood Fiber Tot Lot Surfacing	SF	6100	\$1.50	\$9,150.00	\$1.56	\$9,516.00	\$1.52	\$9,272.00
20	New Play Equipment and Installation for Tot Lot	LS	1	\$175,310.00	\$175,310.00	\$145,000.00	\$145,000.00	\$204,468.00	\$204,468.00
21	New 12" D 'Fibar' Engineered Wood Tot Lot Surfacing	SF	6100	\$5.09	\$31,049.00	\$4.43	\$27,023.00	\$4.59	\$27,999.00
22	Public Art Design and Construction	ALLOWANCE	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
23	Coordination and Administering for Public Art	LS	1	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
	SUBTOTAL				\$428,541.07		\$524,262.92		\$625,581.53
Base Bid - Las Palmas Park Dog Park									
24	Mobilization/Demobilization	LS	1	\$8,500.00	\$8,500.00	\$75,000.00	\$75,000.00	\$51,372.00	\$51,372.00
25	Traffic and Pedestrian Control	LS	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
26	Surveying and Construction Staking	LS	1	\$9,573.00	\$9,573.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00
27	Water Pollution Control	LS	1	\$2,500.00	\$2,500.00	\$8,500.00	\$8,500.00	\$19,200.00	\$19,200.00
28	Clearing and Grubbing	LS	1	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00	\$15,072.00	\$15,072.00
29	Mow Existing Sod to 1" Height	SF	36958	\$0.30	\$11,087.40	\$0.38	\$14,044.04	\$0.35	\$12,935.30
30	12" W x 24" D Gravel Trench Drain	LF	102	\$60.00	\$6,120.00	\$147.06	\$15,000.12	\$49.56	\$5,055.12
31	DG Paving, 4" Deep Stabilized	SF	644	\$6.50	\$4,186.00	\$11.65	\$7,502.60	\$5.54	\$3,567.76
32	DG Turf Topping, 1" Deep Non-Stabilized, Drag Screen	SF	35350	\$0.45	\$15,907.50	\$1.98	\$69,993.00	\$1.30	\$45,955.00
33	12" Concrete 'Wedge' Transition from Existing Concrete to DG Paving	LF	30	\$26.00	\$780.00	\$146.67	\$4,400.10	\$33.75	\$1,012.50



34	Excavate 4" Soil and Construct 12" Soil Transition between DG Turf Topping and Granitecrete Paving	SF	642	\$4.50	\$2,889.00	\$15.58	\$10,002.36	\$8.41	\$5,399.22
35	Solar Lighting	EA	3	\$200.00	\$600.00	\$300.00	\$900.00	\$400.00	\$1,200.00
36	4' W x 6' H Chain Link Gate	EA	6	\$1,035.00	\$6,210.00	\$1,000.00	\$6,000.00	\$1,080.00	\$6,480.00
37	4' W x 4' H High Chain Link Gate	EA	2	\$920.00	\$1,840.00	\$1,000.00	\$2,000.00	\$960.00	\$1,920.00
38	6' H Chain Link Fence and Posts @ 10' o.c.	LF	708	\$83.95	\$59,436.60	\$80.00	\$56,640.00	\$87.60	\$62,020.80
39	4' H Chain Link Fence and Posts @ 10' o.c.	LF	154	\$80.50	\$12,397.00	\$70.00	\$10,780.00	\$84.00	\$12,936.00
40	10' W x 6' H Chain Link Maintenance Gate	EA	1	\$2,875.00	\$2,875.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
41	Mow Curb as per Detail G, H and I	LF	726	\$20.00	\$14,520.00	\$25.00	\$18,150.00	\$44.14	\$32,045.64
42	Dog Agility Equipment	LS	1	\$10,160.00	\$10,160.00	\$17,000.00	\$17,000.00	\$17,992.00	\$17,992.00
43	Trash Receptacles	EA	3	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$2,550.00	\$7,650.00
44	Remove and Re-install/Re-orient Position of Existing Bench	EA	3	\$750.00	\$2,250.00	\$2,500.00	\$7,500.00	\$580.00	\$1,740.00
45	Pet Waste Station	EA	3	\$450.00	\$1,350.00	\$500.00	\$1,500.00	\$1,200.00	\$3,600.00
46	Irrigation Adjustments	LS	1	\$3,720.00	\$3,720.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00
	SUBTOTAL				\$192,901.50		\$359,912.22		\$322,153.34
Alternate Bid - Kimball Park Dog Park and Tot Lot									
47	12' W x 70' L x 12' H Batting Cage	LS	1	\$54,625.00	\$54,625.00	\$67,000.00	\$67,000.00	\$50,772.00	\$50,772.00
48	Remove and Replace 6' H Chain Link Fence with 20' H Chain Link Fence for the Baseball Field	LF	131	\$771.00	\$101,001.00	\$229.00	\$29,999.00	\$671.00	\$87,901.00
49	Remove Turf and Install 3" "Padre Red" Baseball Field Infield Mix	SF	5230	\$5.68	\$29,706.40	\$4.70	\$24,581.00	\$4.14	\$21,652.20
50	Dog Agility Equipment	LS	1	\$10,160.00	\$10,160.00	\$17,000.00	\$17,000.00	\$17,922.00	\$17,922.00
51	Field Lighting Repair	EA	24	\$1,851.00	\$44,424.00	\$1,500.00	\$36,000.00	\$1,763.00	\$42,312.00
52	Protective Mesh at Existing Baseball Field Score Board	LS	1	\$3,500.00	\$3,500.00	\$6,400.00	\$6,400.00	\$3,000.00	\$3,000.00
53	Baseball Field Storage Container (8'x20')	LS	1	\$5,355.00	\$5,355.00	\$10,800.00	\$10,800.00	\$5,000.00	\$5,000.00
54	Lilah's Lookout Play Structure	EA	1	\$44,290.00	\$44,290.00	\$49,000.00	\$49,000.00	\$29,034.00	\$29,034.00
55	176-5/8" x 176-5/8" Full Square Metal Bench (in-ground mount)	EA	1	\$12,424.00	\$12,424.00	\$17,000.00	\$17,000.00	\$14,193.00	\$14,193.00
	SUBTOTAL				\$305,485.40		\$257,780.00		\$271,786.20
Alternate Bid - Las Palmas Park Dog Park									
56	81-1/2" Diameter Full Circle Metal Bench (in-ground mount)	EA	3	\$6,523.00	\$19,569.00	\$5,000.00	\$15,000.00	\$24,453.00	\$73,359.00
57	176-5/8" Full Square Metal Bench (in-ground mount)	EA	3	\$12,400.00	\$37,200.00	\$17,000.00	\$51,000.00	\$42,579.00	\$127,737.00
	SUBTOTAL				\$56,769.00		\$66,000.00		\$201,096.00
	BASE BID TOTAL				\$621,442.57		\$884,175.14		\$947,734.87
	ALTERNATE BID TOTAL				\$362,254.40		\$323,780.00		\$472,882.20
	GRAND TOTAL				\$983,696.97		\$1,207,955.14		\$1,420,617.07

OWNER - CONTRACTOR AGREEMENT

KIMBALL PARK DOG PARK AND TOT LOT + LAS PALMAS PARK DOG PARK CIP NO. 23-06

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **HSCC, Inc. ("Contractor")**, 12101 Lakeside Avenue, Lakeside, California 92040, on the 2nd day of May, 2023, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

(Initial)


(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Contractor:

HSCC, Inc.

Ron Morrison
Mayor, City of National City

(Owner/Officer signature)

APPROVED AS TO FORM:

Monique Hostetler
Print name and title

By: _____
Barry Schultz
City Attorney

(Second officer signature if a corporation)

Barrett Hostetler
Print name and title

TBD
Contractor's City Business License No.

994528 G-8 A & B
State Contractor's License No. and Class

12101 Lakeside Ave.
Business street address

Lakeside CA, 92040
City, State and Zip Code

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDING A CONTRACT TO HSCC INC., IN THE NOT-TO-EXCEED AMOUNT OF \$983,696.97 FOR THE KIMBALL PARK DOG PARK AND TOT LOT + LAS PALMAS PARK DOG PARK PROJECT, CIP NO. 23-06; 2) AUTHORIZING A 15% CONTINGENCY OF \$147,555 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; 4) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET OF \$216,033 IN THE ENGINEERING DEPARTMENT GRANTS FUND; AND 5) AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION OF \$576,576 IN THE PARKS DEVELOPMENT IMPACT FEES FUND.

WHEREAS, on December 7, 2021, the City Council of the City of National City adopted a Resolution No. 2021-191 authorizing the filing of a Proposition 68 Per Capita Program Application for the El Toyon Park Playground Improvements Project for \$216,033; and

WHEREAS, on January 18, 2022, the City Council of the City of National City adopted a Resolution No. 2022-05 rescinding Resolution No. 2021-191, authorizing the refiling of an updated Resolution for the City's Proposition 68 Per Capita Program Application and approving the application for Per Capita Grant Funds to be use for improvements at Kimball Park instead of El Toyon Park; and

WHEREAS, on June 7, 2022, the City Council of the City of National City adopted a Resolution No. 2022-97 adopting a budget for the fiscal year 2023 which allowed for \$250,000 of ARPA funds to be allocated to Las Palmas Park and another \$250,000 of ARPA funds to Kimball Park; and

WHEREAS, monies collected through development impact fees are available and eligible to be utilized to complement the other sources of funding for this project; and

WHEREAS, on February 10, 2023, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on February 20, 2023 and February 21, 2023, the bid solicitation was advertised in a local newspaper; and

WHEREAS, on March 2, 2023, five (5) bids were received by the 2:00 pm deadline; and

WHEREAS, upon review of all documents submitted, HSCC, Inc.'s bid was deemed responsive and the lowest responsible bidder qualified to perform the work as described in the project specifications.

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

Section 1: That the City Council hereby authorizes the Mayor to execute the contract with HSCC Inc. for a not-to-exceed amount of \$983,696.97 for the base bid and alternate bid for the Kimball Park Dog Park and Tot Lot + Las Palmas Park Dog Park Project, CIP No. 23-06.

Section 2: Authorizes a 15% contingency in the amount of \$147,555 for any unforeseen changes.

Section 3: Authorizes the establishment of an appropriation of \$216,033 and a corresponding revenue budget in the Engineering Department Grants Fund and an appropriation of \$576,576 in the Parks Development Impact Fees Fund.

Section 4: Authorizes accepting all bids received on March 2, 2023.

Section 5: 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 16th day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Assistant Engineer - Civil
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

List of projects that will receive funding from the Road Maintenance and Rehabilitation Account through the Local Streets and Roads Funding Program as required by Senate Bill 1.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) approving the following projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017: A) FY 2024 Pavement Rehabilitation, B) Central Community Mobility Enhancements, and C) FY 2024 Pavement Slurry Seal; and 2) authorizing the establishment of a Gas Tax Fund appropriation of \$1,519,578 for Fiscal Year 2024 and corresponding revenue budget for receipt of RMRA funds."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On April 28, 2017, Governor Brown signed State Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

On November 1, 2017, the State Controller (Controller) began the process of depositing various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. The State Department of Finance has published revised revenue projections for cities and counties. National City is eligible to receive up to \$1,519,578 in RMRA funds for FY 2024 (see attached revenue projections).

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

SHC Section 2032.5(a) articulates the general intent of the legislation that recipients of RMRA funding be held accountable for the efficient investment of public funds to maintain local streets and roads and are accountable to the people through performance goals that are tracked and reported.

Pursuant to SHC Section 2030(a), the objective of the Local Streets and Roads Program is to address deferred maintenance on the local streets and roads system through the prioritization and delivery of basic road maintenance and rehabilitation projects as well as critical safety projects.

Cities and counties receiving RMRA funds must comply with all relevant federal and state laws, regulations, policies, and procedures. The main requirements for the program are codified in SHC Sections 2034, 2036, 2037, and 2038 and include the following:

- Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting [SHC 2034(a)(1)].
- The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement [SHC 2034(a)(1)].
- The project list does not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities as outlined in SHC 2030(b) [SHC 2034(a)(1)].
- The Commission will report to the Controller the cities and counties that have submitted a list of projects as described in SHC 2034(a)(1) and that are therefore eligible to receive an apportionment of RMRA funds for the applicable fiscal year [SHC 2034(a)(2)].
- The Controller, upon receipt of the report from the Commission, shall apportion RMRA funds to eligible cities and counties pursuant to SHC 2032(h) [SHC 2034(a)(2)].
- For each fiscal year in which RMRA funds are received and expended, cities and counties must submit documentation to the Commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement [SHC 2034(b)].
- A city or county receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the 2009–10, 2010–11, and 2011–12 fiscal years for street, road, and highway purposes from the city's or county's general fund [SHC 2036].
- A city or county may spend its apportionment of RMRA funds on transportation priorities other than priorities outlined in SHC 2030(b) if the city or county's average Pavement Condition Index (PCI) meets or exceeds 80 [SHC 2037].
- By July 1, 2023, cities and counties receiving RMRA funds must follow guidelines developed by the California Workforce Development Board (Board) that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs [SHC 2038].

In order to comply with the requirements for receipt and use of RMRA funds, staff recommends the following City Council actions:

- 1) Approve the following projects proposed to receive funding from the RMRA, as required by SB 1:
 - i. FY 2024 Pavement Rehabilitation - Locations per the Citywide Pavement Condition Assessment – perform pavement rehabilitation with mill and overlay as well as ADA improvements and miscellaneous concrete repair associated with this work on 4th Street between Highland Avenue to easterly city boundary, L Avenue between 16th Street to 30th Street, Olive Avenue between 8th Street to Plaza Boulevard, I Avenue between 18th Street to 23rd Street, 24th Street between National City Boulevard to the 1500 block of 24th Street (estimated construction completion by June 2024 with useful life of 10 to 15 years); and
 - ii. Central Community Mobility Enhancements – project limits are “M” Avenue between E. 4th Street and E. 8th Street, 8th Street between “M” Avenue and “N” Avenue, “N” Avenue between E. 8th Street and E. 16th Street, “L” Avenue between E. 16th Street and 30th Street. The project will include: 1) installation of new northbound and southbound bicycle corridors and will install new striping, signing, pedestrian barricades and some curb ramps along the corridor, 2) reconstruction of a road gap on “N” Avenue between Plaza Blvd and E. 9th Street, 3) installation of slurry seal and mill and overlay and pavement rehabilitations along the corridor (estimated construction completion by October 2024 with useful life of 10 to 15 years); and
 - iii. FY 2024 Pavement Slurry Seal –resurface residential streets with a Type II slurry seal to protect the existing pavement and provide smooth surface for bicyclists. Street to be to be resurfaced include Stockman St. from Alston Ave. to Cagle St., Cagle St. from Alston Ave. to Plaza Bonita Center Way, 3700 BLK Lynda PL. S/O Cagle St., 3700 BLK Kellie Ct. S/O Cagle St., 3000 Blk. Cagle St. NW/O Stockman St., 3200/3300 Blk. of Newberry St. W/O Alston Ave., Calmoor St. S/O Sweetwater Rd., Van Ness Ave. from 20TH St. to Leonard St., Granger Ave. from 20th St. to 24th St., 20th St. from Granger Ave. to concrete street W/O Rachael Ave., 19th St. from Granger Ave. to 132’ W/O Rachael Ave., 18TH St. from Granger Ave. to Rachael Ave., La Siesta Way from 18th St. to 24th St., Valle Vista Ave. S/O 20th St., Valle Vista Ave. N/O 20th St., Orange Ave. from 18th St. to 20th St., Prospect St. from 18th St. to 20th St., Newell St. from 18th St. to 24th St., 22nd St. from Palm Ave. to N Ave., N Ave. from 18th St. to Roselawn St., K Ave. from 18th St. to 24th St., 28th St. from Highland Ave. to L Ave., 2400 & 2500 BLK. of I Ave. N/O 26th St., A Ave. from 12th St. to NCB, Civic Center Dr. from Wilson Ave. to NCB, Hoover Ave. from Plaza Blvd. to 18th St., 12th St. from Roosevelt Ave. west to Cul-De-Sac, 15th St. from Roosevelt Ave. to Wilson Ave., 17th St. from NCB to B Ave., B Ave. from 16th St. to 18th St., 6th St. from NCB to Highland Ave., 5th St. from NCB to Highland Ave., 3rd St. from NCB to Highland Ave., 4th St. from NCB to D Ave., B Ave. from 1st St. to 7th St., F Ave. from 1st St. to 8th St., 1st St. from NCB to F Ave., E Ave. from 2nd St to 8th St. (estimated construction completion by June 2024 with useful life of 7 years).
- 2) Authorize the establishment of a Gas Tax Fund appropriation of \$1,519,578 for Fiscal Year 2024 and corresponding revenue budget for receipt of RMRA funds.

FINANCIAL STATEMENT:

The revenue and associated appropriation for these projects are included in the City's fiscal year 2024 preliminary budget and will be a component of the proposed budget that will be presented for adoption in June:

Revenue Account: 109-00000-3416 (Gas Tax, SHC Sec 2030 RMRA) - \$1,519,578

Expenditure Account: 109-409-500-498-6035 (Street Resurfacing) - \$1,519,578

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Local Street and Roads – Projected FY 2024 Revenue

Exhibit B – Resolution

ATTACHMENT A

Local Streets and Roads - Projected FY2023-24 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated January 2023

	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽⁵⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
SAN DIEGO COUNTY								
CARLSBAD	1,145,370	758,467	489,981	911,020	10,000	3,314,838	2,857,289	6,172,127
CHULA VISTA	2,742,754	1,816,260	1,166,635	2,181,570	10,000	7,917,219	6,842,191	14,759,410
CORONADO	233,642	154,719	103,771	185,838	5,000	682,970	582,854	1,265,823
DEL MAR	39,053	25,861	21,343	31,062	1,000	118,318	97,422	215,741
EL CAJON	1,052,084	696,693	450,464	836,821	10,000	3,046,061	2,624,572	5,670,634
ENCINITAS	609,572	403,661	263,016	484,850	7,500	1,768,599	1,520,665	3,289,265
ESCONDIDO	1,494,932	989,948	638,056	1,189,059	10,000	4,321,994	3,729,320	8,051,314
IMPERIAL BEACH	262,677	173,945	116,070	208,931	6,000	767,623	655,284	1,422,907
LA MESA	599,326	396,876	258,676	476,700	7,500	1,739,078	1,495,105	3,234,183
LEMON GROVE	270,673	179,241	119,458	215,292	6,000	790,664	675,233	1,465,897
NATIONAL CITY	609,136	403,372	262,831	484,503	7,500	1,767,343	1,519,578	3,286,921
OCEANSIDE	1,714,790	1,135,539	731,188	1,363,933	10,000	4,955,450	4,277,788	9,233,238
POWAY	483,169	319,956	209,471	384,310	6,000	1,402,906	1,205,334	2,608,240
SAN DIEGO	13,679,316	9,058,482	5,799,382	10,880,443	20,000	39,437,623	34,125,003	73,562,626
SAN MARCOS	932,646	617,601	399,871	741,821	7,500	2,699,439	2,326,619	5,026,059
SANTEE	588,020	389,388	253,886	467,707	7,500	1,706,501	1,466,899	3,173,400
SOLANA BEACH	127,801	84,630	58,937	101,652	3,000	376,019	318,817	694,836
VISTA	993,817	658,108	425,782	790,476	10,000	2,878,183	2,479,217	5,357,400

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) APPROVING THE FOLLOWING PROJECTS PROPOSED TO RECEIVE FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) THROUGH THE LOCAL STREETS AND ROADS FUNDING PROGRAM AS REQUIRED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017: A) FY 2024 PAVEMENT REHABILITATION, B) CENTRAL COMMUNITY MOBILITY ENHANCEMENTS, AND C) FY 2024 PAVEMENT SLURRY SEAL; AND 2) AUTHORIZING THE ESTABLISHMENT OF A GAS TAX FUND APPROPRIATION OF \$1,519,578 FOR FISCAL YEAR 2024 AND CORRESPONDING REVENUE BUDGET FOR RECEIPT OF RMRA FUNDS.

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$1,519,578 in RMRA funds for FY 2024 from SB 1; and

WHEREAS, this is the 7th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City prioritizes projects based on health and safety benefits, input from the community, project costs, schedule and available funding, and consistency with long-range planning documents and policies; and

WHEREAS, the list of projects proposed to receive funding from the RMRA were developed based on this criteria to ensure revenues are being used on high-priority and cost-effective projects that meet the community's priorities for transportation investment; and

WHEREAS, revenues received from the RMRA will greatly assist the City in increasing the overall quality and sustainability of our transportation system for the benefit of the public; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 1 mile of streets, throughout the City this year and a number of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

Section 1: That the City Council hereby authorizes, as required by SB 1, the following list of projects proposed to receive funding from the RMRA in fiscal year 2024:

- 1) FY 2024 Pavement Rehabilitation - Locations per the Citywide Pavement Condition Assessment – perform pavement rehabilitation with mill and overlay as well as ADA improvements and miscellaneous concrete repair associated with this work on 4th Street between Highland Avenue to easterly city boundary, L Avenue between 16th Street to 30th Street, Olive Avenue between 8th Street to Plaza Boulevard, I Avenue between 18th Street to 23rd Street, 24th Street between National City Boulevard to the 1500 block of 24th Street (estimated construction completion by June 2024 with useful life of 10 to 15 years); and
- 2) Central Community Mobility Enhancements – project limits are "M" Avenue between E. 4th Street and E. 8th Street, 8th Street between "M" Avenue and "N" Avenue, "N" Avenue between E. 8th Street and E. 16th Street, "L" Avenue between E. 16th Street and 30th Street. The project will include: 1) installation of new northbound and southbound bicycle corridor and will install new striping, signing, pedestrian barricade and some curb ramps along the corridor 2) reconstruction of a road gap on "N" Avenue between Plaza Blvd and E. 9th Street 3) installation of slurry seal and mill and overlay and pavement rehabilitations along the corridor (estimated construction completion by October 2024 with useful life of 10 to 15 years); and
- 3) FY 2024 Pavement Slurry Seal –resurface residential streets with a Type II slurry seal to protect the existing pavement and provide smooth surface for bicyclists. Street to be resurfaced include Stockman St. from Alston Ave. to Cagle St., Cagle St. from Alston Ave. to Plaza Bonita Center Way, 3700 BLK Lynda PL. S/O Cagle St., 3700 BLK Kellie Ct. S/O Cagle St., 3000 Blk. Cagle St. NW/O Stockman St., 3200/3300 Blk. of Newberry St. W/O Alston Ave., Calmoor St. S/O Sweetwater Rd., Van Ness Ave. from 20TH St. to Leonard St., Granger Ave. from 20th St. to 24th St., 20th St. from Granger Ave. to concrete street W/O Rachael Ave., 19th St. from Granger Ave. to 132'

W/O Rachael Ave., 18TH St. from Granger Ave. to Rachael Ave., La Siesta Way from 18th St. to 24th St., Valle Vista Ave. S/O 20th St., Valle Vista Ave. N/O 20th St., Orange Ave. from 18th St. to 20th St., Prospect St. from 18th St. to 20th St., Newell St. from 18th St. to 24th St., 22nd St. from Palm Ave. to N Ave., N Ave. from 18th St. to Roselawn St., K Ave. from 18th St. to 24th St., 28th St. from Highland Ave. to L Ave., 2400 & 2500 BLK. of I Ave. N/O 26th St., A Ave. from 12th St. to NCB, Civic Center Dr. from Wilson Ave. to NCB, Hoover Ave. from Plaza Blvd. to 18th St., 12th St. from Roosevelt Ave. west to Cul-De-Sac, 15th St. from Roosevelt Ave. to Wilson Ave., 17th St. from NCB to B Ave., B Ave. from 16th St. to 18th St., 6th St. from NCB to Highland Ave., 5th St. from NCB to Highland Ave., 3rd St. from NCB to Highland Ave., 4th St. from NCB to D Ave., B Ave. from 1st St. to 7th St., F Ave. from 1st St. to 8th St., 1st St. from NCB to F Ave., E Ave. from 2nd St to 8th St. (estimated construction completion by June 2024 with useful life of 7 years).

Section 2: That the City Council hereby authorizes a Gas Tax Fund appropriation of \$1,519,578 for fiscal year 2024 with a corresponding revenue budget.

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

PASSED and ADOPTED this 16th day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Phillip Davis, Financial Analyst
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Agreement between the City of National City and HDL Coren & Cone, Inc. to provide property tax consulting and property tax audit services.

RECOMMENDATION:

Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute the agreement by and between the City of National City and HdL Coren & Cone, Inc."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City has contracted with HdL Coren & Cone (HdLCC) since April 1, 2015 to provide property tax revenue review and related services. The existing contract expired on March 4, 2023. The services provided under the contract include all-inclusive property tax management services, a review of property tax revenues due to the City, and assistance with future revenue projections. HdLCC's property tax review services include but are not limited to preparation or assistance of the Gann calculation, quarterly reports, web-based software with individual parcel information, and identification and correction of any County of San Diego errors resulting in the misallocation of tax.

The standard fee for property tax services is \$13,500 per year, paid quarterly (April, July, October and January) plus a contingency for 25% of net tax revenues recovered for the City in the audits performed over the period allowable by State statute (current year and three prior lien years). The Base Fixed Fee shall be adjusted annually by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers Index.

The services provided by HdLCC have been valuable resources for the City. HdLCC is able to provide regular updates to City leadership, which allows for anticipating Property Tax Revenue as well as planning for upcoming City budgets. HdLCC provides trend analysis, forecasting and assessment of properties within the City. Furthermore, HdLCC is able to recover revenues that may have been misallocated to other jurisdictions. This service is worth maintaining on behalf of the City as the current staffing model does not have this level of expertise to navigate through the complexities of property tax analysis.

HdLCC is the preeminent tax management firm in California. For this reason, the Administrative Services Department is recommending the agreement for a five-year term and unless a written notice of termination is given 90 days prior to the expiration of the Agreement, this Agreement

shall be automatically extended from year to year subject to financing and until such notice of termination is given.

FINANCIAL STATEMENT:

There is no additional fiscal impact to the budget because the costs for property tax consulting and auditing services are included in the base budget.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Agreement and Exhibit

Exhibit B – Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
HDL COREN & CONE, INC.**

THIS AGREEMENT is entered into on this 16th day of May, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and HDL COREN & CONE, a Corporation (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide property tax consulting and property tax audit services; and

WHEREAS, the CITY has determined that the CONSULTANT is a property tax management expert and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to do property tax consulting and audit services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on March 4, 2023. Unless terminated in accordance with Section 20A of this Agreement, this Agreement shall continue in full force and effect for five (5) years, and unless a written notice of termination is given 90 days prior the expiration of the Agreement, this Agreement shall be automatically extended from year to year subject to financing and until such notice of termination is given.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

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

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

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

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

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

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **TERMINATION.**

A. This Section shall govern termination of this Agreement. The Parties reserve the right to terminate this Agreement at any time, with or without cause, upon forty-five (45) days written notice to the non-terminating party, except where termination is for cause, the Parties will comply with the dispute resolution process in Section 10B. Upon issuance of any notice of termination, CONSULTANT shall immediately cease all services hereunder except such as may be specifically approved by the Project Director. The CONSULTANT shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 10B.

B. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit CITY's or the CONSULTANT right to terminate this Agreement without cause pursuant to Section 10A.

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

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

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

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

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

To CONSULTANT:
Nichole Cone-Morishita
Chief Financial Officer
HdL Coren & Cone, Inc.
120 S. State College Blvd., Suite 200
Brea, CA 92821

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

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at

all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz,
City Attorney

HDL COREN & CONE, INC.

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

DocuSigned by:
Nichole Cone-Morishita
By: _____
334114475BE7487...
(Name)

Nichole Cone-Morishita

Chief Financial Officer

DocuSigned by:
David Schey
By: _____
84CA72A583F746E...
(Name)

David Schey

Secretary

**EXHIBIT A
SCOPE OF SERVICES
AND FEE SCHEDULE**

1.0 BASE SERVICES

The CONSULTANT shall perform all of the following duties as part of the Base Services provided hereunder, unless otherwise specified in writing by the Contract Officer:

1.1 Analysis And Identification Of Misallocation Errors (Contingent Fee)

(a) In the first year of this Agreement, and as necessary thereafter but not less than once every five (5) years, CONSULTANT shall conduct an analysis to identify and verify the CITY parcels on the secured Property Tax Roll which are not properly attributed to a CITY, and will provide the correct TRA designation to the proper County agency. Typical errors include parcels assigned to incorrect TRAs within the CITY or an adjacent city, and TRAs allocated to wrong taxing agencies.

(b) CONSULTANT shall annually reconcile the annual auditor-controller assessed valuations report to the assessor's lien date rolls and identify discrepancies.

(c) CONSULTANT shall annually review parcels on the unsecured Property Tax Roll to identify inconsistencies such as value variations, values being reported to a mailing address rather than the situs address, and errors involving TRAs (to the extent records are available).

(d) CONSULTANT may audit general fund or tax increment property tax revenue or other revenues attributable to the CITY departments, districts, (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation and payments reviews).

1.2 Annual Services (Fixed Fee)

Annually, after the Property Tax Roll is available:

(a) CONSULTANT shall establish a Data Base for CITY available through CONSULTANT'S online property tax application

(b) Utilizing the Data Base, CONSULTANT will provide:

(1) A listing of the major property owners in the CITY, including the assessed value of their property.

(2) A listing of the major property tax payers, including an estimate of the property taxes.

EXHIBIT A

- (3) A listing of property tax transfers which occurred since the prior lien date.
- (4) A listing of parcels that have not changed ownership since the enactment of Proposition XIII A.
- (5) A comparison of property within the CITY by county-use code designation.
- (6) A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in the CITY's preparation of Gann (Propositions 4 and 111) State Appropriation Limit calculations.
- (7) A listing of multiple owned parcels.
- (8) A listing of absentee owner parcels.
- (9) Calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the CITY. This estimate is based upon the initial information provided by the County and is subject to modification. This estimate shall not be used to secure the indebtedness of the CITY.
- (10) Development of historical trending reports involving taxable assessed values for the CITY, median and average sales prices, foreclosure activity and related economics trends.
- (11) Upon written request, analyses based on geographic areas designated by the CITY to include assessed valuations and square footage computations for use in community development planning.
- (12) One and five-year budget projections for the city general fund and special districts. This report is interactive for tax modeling.

1.3 Successor Agency Services

Successor Agency Services including but not limited to:

- (a) Annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by Project Area
- (b) Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.
- (c) Provide property tax information to the Oversight Board at the direction of the Successor Agency
- (d) Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency
- (e) Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency

EXHIBIT A

- (f) Advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements
- (g) Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to the City.

1.4 Quarterly Services/Monthly Services (Fixed Fee)

The CONSULTANT shall perform the following services quarterly:

- (a) A listing of property tax appeals filed on properties in the CITY (selected counties).
- (b) A listing of property transfers that have occurred since the last report.
- (c) Monthly update of CONSULTANT'S web-based software program to include parcel transfer data and, in select counties, appeal updates.

1.5 On-Going Consultation (Fixed Fee)

During the term of this Agreement, CONSULTANT will serve as the CITY's resource staff on questions relating to property tax and assist in estimating current year property tax revenues. On-going consultation would include, but not be limited to, inquiries resolved through use of the CITY's data base.

2.0 OPTIONAL SERVICES

The following services are available on a time and materials basis:

2.1 Specified Data

Generation of specialized data-based reports which would require additional programming, the purchase of additional data, costs for county staff research, or similar matters not necessary to carry out services outlined in Section 2.0.

2.2 County Research

Any research with County agencies for which CONSULTANT does not have a current database.

2.3 Bond Services

Bond services are available for a fixed negotiated fee, including:

- (a) Tax Allocation Bonds fiscal consultant reports

EXHIBIT A

(b) Mello-Roos Special Tax studies

2.4 Additional Meetings Requested

Meetings in excess of the annual meeting to review the analysis of property tax data, trending information, and other findings with AGENCY shall be considered an Optional Service.

3.0 ADDITIONAL SERVICES

CITY shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the CONSULTANT, incorporating therein any material adjustment in the contract and/or the time to perform this Agreement, which said adjustments are subject to the written approval of the CONSULTANT. Any increase in compensation of up to \$75,000, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by CONSULTANT that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein.

4.0 OBLIGATIONS OF THE PARTIES WITH RESPECT TO SERVICES

4.1 City Materials and Support

CITY agrees to provide the following information:

1. Current CITY maps and zoning map;
2. A copy of reports received by the CITY annually from the Auditor-Controller's office detailing assessed values (secured, unsecured and utilities), as well as unitary values for reconciliation analysis;
3. Parcel listing and maps of CITY parcel annexations since the lien date roll;
4. A listing of completed new construction projects with Assessor's map book, page and parcel numbers (APN) for proper identification and tracking for two years prior to the date of this Agreement. If the data does not include the APN information, CONSULTANT will research this information at an additional cost;
5. A listing of the CITY levies assessment districts and direct assessments.

5.0 CONSIDERATION

5.1 Base Fixed Fee Services

EXHIBIT A

CONSULTANT shall provide the Base Services described in Section 1.0 above, for a fixed annual fee of \$13,500.00 (invoiced quarterly).

The Base Fixed Fee shall be adjusted annually by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers index.

5.2 Base Contingent Fee Services

For Base Services pursuant to Section 1.1 which are payable on a contingent basis, CONSULTANT shall receive 25 percent of net general fund attributable to CITY departments, districts, or funds recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by CONSULTANT (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). CONSULTANT shall separate and support said reallocation and provide CITY with an itemized invoice showing all amounts due as a result of revenue recovery or reallocation. CITY shall pay audit fees after CONSULTANT's submittal of evidence that corrections have been made by the appropriate agency. Payment to CONSULTANT shall be made within thirty (30) days after CITY receives its first remittance advice during the fiscal year for which the correction applies.

5.3 Optional Services

Fees for Optional Services as outlined in Services in Section 2.0 above (except Section 2.3) shall be billed at the following hourly rates:

Partner	\$250 per hour
Principal	\$225 per hour
Programmer	\$200 per hour
Associate	\$175 per hour
Senior Analyst	\$125 per hour
Analyst	\$ 90 per hour
Administrative	\$ 70 per hour

Hourly rates are exclusive of expenses and are subject to adjustment by CONSULTANT annually. On July 1st of each year CONSULTANT shall provide CITY with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year.

5.4 Fees for Bond Services

Services under Section 1.3 above will be determined depending upon the complexity of the bond issue and the time available for completion of the task and will be mutually agreed to be the parties.

5.5 Indirect Expenses

Except as specified above, no other charges shall be made for direct or indirect expenses incurred by CONSULTANT in performing the services in the Scope of Services including for

EXHIBIT A

administrative overhead, salaries of CONSULTANT'S employees, travel expenses or similar matters.

5.6 Due Date

All fees are due 30 days immediately following billing. All amounts that are not paid when due shall accrue interest from the due date at the rate of one percent per month (12% per annum).

6.0 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning stated below:

Audit Review: "Audit" or "Audit Review" shall mean the comparison of databases to ensure that parcels are correctly coded with the appropriate tax rate area to return revenue to the client city. Audits include the secured and unsecured tax rolls and where secured records are corrected; the corresponding unsecured records related to those properties are also corrected. A review of the calculation methodologies developed by auditor/controller offices in the administration of property tax is made to ensure compliance. New annexations are audited the 1st or 2nd year after the area's adoption due to the timing of LAFCO and the State Board of Equalization in assigning new tax rate areas and county processing of those changes.

County: "County" shall mean the County in which the CITY is located.

Data Base: "Data Base" shall mean a computerized listing of property tax parcels and information compiled for CITY from information provided by the County.

Days: "Days" shall mean calendar days.

Property Tax Roll: "Property Tax Roll" shall mean the assessed values of parcels on the secured and unsecured lien date rolls as reported by the County.

Proprietary Information: "Proprietary Information" shall be the reports, technical information, compilations of data, methodologies, formula, software, programs, technologies and other processes previously designed and developed by CONSULTANT and used in the performance of the services hereunder.

Successor Agency: "Successor Agency" means the City's administration pursuant to Section 34176 of the Health and Safety Code of the former community redevelopment agency of CITY).

Recovered/Reallocated Revenue: "Recovered or Reallocated Revenue" shall mean additional revenue received as a result of an audit or review of properties submitted for correction or for corrections due erroneous calculations or incorrect methods of distributing revenue discovered by the CONSULTANT and then made by county agencies which result in a return of additional revenue to the AGENCY. Reviews of AGENCY administered pass-throughs are performed to ensure the correctness of distributions being made to participating agencies.

EXHIBIT A

Scope of Services: “Scope of Services” shall mean all of the Base Services specified in Section 1.0, the Optional Services in Section 2.0, the Additional Services in Section 3.0, or any other services rendered hereunder.

TRA: “Tax Rate Area” shall mean the area subject to the tax rate.

7.0 SCHEDULE OF PERFORMANCE

TIMELINE FOR DELIVERABLES

July/August	Data available for purchase from counties
September 30	Data available on HdLCC’s web-based property tax application
September/October	Unsecured audits performed and forwarded to county assessor
October	Appeals quarterly updates emailed in counties where the data is available
October-February	Delivery of preliminary property tax reports
January	Appeals quarterly updates emailed in counties where the data is available
January/February	General Fund Budget Projections
April	Appeals quarterly updates emailed in counties where the data is available
April/May	Final Books – Addendums emailed to clients
July	Appeals quarterly updates emailed in counties where the data is available
Ongoing	Secured Audits – City Property sales reports City and Successor Agency mid-year budget reviews and budget projections Analytical work at the request of clients Monthly updates of database with property sale information

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND HdL COREN & CONE, INC.

WHEREAS, on April 1, 2014 the City of National City (CITY) entered into an Agreement with HdL Coren & Cone, Inc. (CONSULTANT) to provide property tax consulting and property tax audit services; and

WHEREAS, on March 4, 2021, the agreement was amended for two (2) additional years, ending March 4, 2023; and

WHEREAS, the amendment expired and the CITY and CONSULTANT decided to enter into a new agreement for a five (5) year term ending March 4, 2028; and continuing year to year until it is terminated in accordance with Section 2 of the agreement; and

WHEREAS, the CONSULTANT represents the CONSULTANT has the expertise and is qualified to perform the services described in the AGREEMENT, and if required, is duly registered under the laws of the State of California.

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

Section 1: That the City Council hereby authorizes the Mayor to execute the Agreement for five (5) years ending March 4, 2028; and continuing year to year until it is terminated in accordance with Section 2 of the agreement.

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 16th day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Tirza Gonzales, Management Analyst II
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Authorizing a First Amendment to the Agreement with The Steinhilber Corporation DBA JJJ Enterprises to provide citywide fire and security alarm monitoring, service, testing, replacement, and repairs.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute a First Amendment to the Agreement with The Steinhilber Corporation DBA JJJ Enterprises, increasing the not-to-exceed amount by \$25,000, for a total agreement amount of \$85,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On July 1, 2020, the City of National City entered into an Agreement with The Steinhilber Corporation DBA JJJ Enterprises (JJJ) to provide citywide fire and security alarm monitoring, service, testing, replacement, and repairs. The original Agreement is for a not-to-exceed amount of \$60,000, and for a term of three years. Historically, JJJ has provided services to the City in the amount of approximately \$20,000 per year, however this year there were repairs needed at the A Reason to Survive (ARTS) Building and National City Police Station, as well as a new alarm panel installation at the National City Public Library.

Therefore, based on the performance, quality of work, and need for continuous specialized fire and security alarm services, staff is requesting City Council approval of a First Amendment to the Agreement with JJJ, increasing the not-to-exceed amount of the Agreement by \$25,000, for a total Agreement amount of \$85,000 with no change in the term of the agreement.

Staff will be preparing a formal Request for Proposal for related services in fiscal year 2024.

FINANCIAL STATEMENT:

No additional appropriations are necessary. The additional cost for the contract can be met within the Engineering Department's FY 2023 budget.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – First Amendment

Exhibit B – Resolution

FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
THE STEINHILBER CORPORATION DBA
JJJ ENTERPRISES

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 16th day of May, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and THE STEINHILBER CORPORATION DBA JJJ ENTERPRISES, a California corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the City and the CONTRACTOR entered into an Agreement for the term of July 1, 2020 through June 30, 2023 ("the Agreement"), wherein the CONTRACTOR agreed to provide City-wide fire and security alarm monitoring, service, testing, replacement, and repairs as directed by the City's Facilities Maintenance Supervisor, for a not-to-exceed amount of \$60,000; and

WHEREAS, the parties desire to amend the Agreement to increase the not-to-exceed amount by \$25,000 for a total not-to-exceed amount of \$85,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The July 1, 2020 Agreement is hereby amended to increase the not-to-exceed amount by \$25,000 for a total not-to-exceed amount of \$85,000.
2. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 1, 2020 Agreement shall remain in full force and effect.

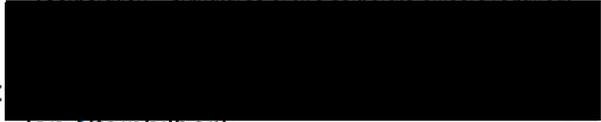
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**THE STEINHILBER CORPORATION DBA
JJJ ENTERPRISES**

(Corporation – signatures of two corporate officers required)

By: _____
Ron Morrison, Mayor

By: 
Jon Steinhilber/
President

Date: _____

Date: 4/24/2023

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

By: _____
(Name)
(Title)

Date: _____

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH THE STEINHILBER CORPORATION DBA JJJ ENTERPRISES, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$25,000, FOR A TOTAL AGREEMENT AMOUNT OF \$85,000

WHEREAS, On July 1, 2020, the City of National City entered into an Agreement with The Steinhilber Corporation DBA JJJ Enterprises (JJJ) to provide citywide fire and security alarm monitoring, service, testing, replacement, and repairs.; and

WHEREAS, the July 1, 2020 Agreement is for a not-to-exceed amount of \$60,000 and an initial term of three (3) years; and

WHEREAS, City staff requests City Council authorize the Mayor to execute a First Amendment to the Agreement to increase the not-to-exceed amount by \$25,000, for a total not-to-exceed amount of \$85,000.

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

Section 1: That the City Council hereby authorizes the Mayor to execute a First Amendment to the Agreement with The Steinhilber Corporation DBA JJJ Enterprises, increasing the not-to-exceed amount by \$25,000 for a total Agreement amount of \$85,000.

Section 2: That with the foregoing exceptions, each and every other term and provision of the July 1, 2020 Agreement shall remain in full force and effect.

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

PASSED and ADOPTED this 16th day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Police Department
Prepared by: Salvador Gil, Corporal – Operations Support
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

The State of California Supplemental Law Enforcement Services Funds (SLESF)/Citizen’s Option for Public Safety (C.O.P.S.) grants awarded to the National City Police Department (NCPD) for Fiscal Years 2020 through 2023.

RECOMMENDATION:

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, authorizing the establishment of an appropriation and corresponding revenue budget in the Supplemental Law Enforcement Services Fund of \$493,282.68 for Fiscal Years 2020 through 2023 based on funds received through the Citizens’ Option for Public Safety (C.O.P.S) Grant Program.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City was allocated yearly funding via the SLESF/COPS Program for frontline municipal police services between the fiscal years of 2020 and 2023. The funding breakdown is as follow: \$155,947.62 in funding for fiscal year 2020, \$156,726.58 in funding for fiscal year 2021, \$161,284.85 in funding for fiscal year 2022 and \$165,271.25 in funding for fiscal year 2023. For fiscal year 2020, \$145,947.62 was appropriated, but no amounts have yet been appropriated for fiscal years 2021 through 2023.

This allocation is distributed by the County of San Diego to each city within 30 days of receipt from the State; as of January 2020, the City will continue to receive a standard allocation of \$100,000 every year and an additional allocation from the “Law Enforcement Activities Growth Special Account” (on average between \$45,000 to \$65,000) each year based on available funds for that year. The funding amount is based on the amount of monies allocated to each county by the state, then divided by populations of each city. The City is not required to allocate any up-front costs or matching funds in order to receive the funds.

The Police Department proposes to use the total allocation of monies toward the purchase of essential police equipment as needed in order to provide front line law enforcement services as set out in Government code Section 30061-30062. This equipment includes items such as ballistic equipment, radios, helmets, gas masks, Toughbook computers, and other equipment to enhance community/public safety.

(These yearly allocations from SLESF/COPS Program are usually submitted for council resolution within the year the allocation was issued, but due to turnover in the Police Department’s grant

division the council resolutions went unaddressed. The ratification of the SLESF/COPS Program allocations will bring our program back to current status).

FINANCIAL STATEMENT:

Revenue account (Grants Revenue) 208-00000-3463 - \$165,271.25

Expenditure account (C.O.P.S. Grant FY2020) 208-411-921-518-0000: \$10,000.

Expenditure account (C.O.P.S. Grant FY2021) 208-411-924-515-0000: \$156,726.58

Expenditure account (C.O.P.S. Grant FY2022) 208-411-925-515-0000: \$161,284.85

Expenditure account (C.O.P.S. Grant FY2023) 208-411-926-515-0000: \$165,271.25

Appropriations are established according to the grant award year with the oldest amounts being spent first. Any unspent balances at the end of a fiscal year are carried forward to the following year. The appropriations for fiscal years 2020 through 2022 are based on fund balance in the SLESF resulting from the distribution of the funds to the City for those years. The appropriations for fiscal year 2023 are based on revenue to be received in the current year.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – 2020 Grant Award Letters (includes standard allocation & growth allocation)

Exhibit B – 2021 Grant Award Letters (includes standard allocation & growth allocation)

Exhibit C – 2022 Grant Award Letters (includes standard allocation & growth allocation)

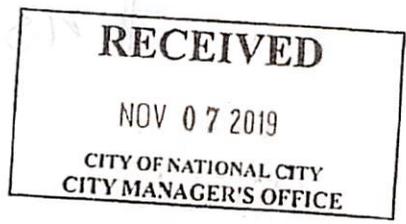
Exhibit D – 2023 Grant Award Letters (includes standard allocation & growth allocation)

Exhibit E – Resolution

FY 20



County of San Diego



TRACY DRAGER
AUDITOR AND CONTROLLER
(858) 694-2176
FAX: (858) 694-2296

AUDITOR AND CONTROLLER
5530 OVERLAND AVE, SUITE 410, SAN DIEGO, CA 92123-1261

November 6, 2019

Leslie Deese, City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Ms. Deese:

FISCAL YEAR 2019/20 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for the September COPS funding in the Enhancing Law Enforcement Activities Subaccount within the Local Revenue Fund 2011. Pursuant to section 30061 of the Government Code, National City's proportionate share for the fiscal year is \$100,000.

Enclosed is a warrant of \$10,000 for the month of September. The legislation requires the money to be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Jonathan Quan at (858) 694-2107.

Sincerely,



BABETTE BALTAZAR, Manager
Projects, Revenue and Grants Accounting

PRGA:BB:koa

Enclosure



County of San Diego

TRACY DRAGER
AUDITOR AND CONTROLLER
(858) 694-2176
FAX: (858) 694-2296

AUDITOR AND CONTROLLER
5530 OVERLAND AVE, SUITE 410, SAN DIEGO, CA 92123-1281

October 9, 2019

Leslie Deese, City Manager
National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Ms. Deese:

FISCAL YEAR 2018/19 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for FY2018/19 in the Enhancing Law Enforcement Activities Growth Special Account within the Law Enforcement Services Account of the Local Revenue Fund 2011. Pursuant to Government Code section 30029.05(f)(2), a warrant of \$55,947.62 is enclosed representing National City's proportionate share. The legislation requires that these moneys be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Jonathan Quan at (858) 694-2107.

Sincerely,



Babette Baltazar, Manager
Projects, Revenue and Grants Accounting

PRGA:BB:koa

Enclosure

F721



County of San Diego

TRACY DRAGER
AUDITOR AND CONTROLLER
(858) 694-2176
FAX: (858) 694-2296

AUDITOR AND CONTROLLER
5530 OVERLAND AVE, SUITE 410, SAN DIEGO, CA 92123-1261

December 15, 2020

Brad Raulston, City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Mr. Raulston:

FISCAL YEAR 2020/21 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for the October COPS funding in the Enhancing Law Enforcement Activities Subaccount within the Local Revenue Fund 2011. Pursuant to section 30061 of the Government Code, National City's proportionate share for the fiscal year is \$100,000.

Enclosed is a warrant of \$10,000 for the month of October. The legislation requires the money to be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Jonathan Quan at (858) 694-2107.

Sincerely,



BABETTE BALTAZAR, Manager
Projects, Revenue and Grants Accounting

PRGA:BB:mel

Enclosure





12/20/21

County of San Diego
1600 Pacific Highway
San Diego, CA 92101-2478

JPMorgan Chase Bank, NA
Columbus, OH

56-1544/441

Warrant No.
3162267

Date of Issue : 12/14/2020

Ten Thousand Dollars And Zero Cents*****

\$ ****10,000.00

The Treasurer
Will

PAY TO THE ORDER OF
NATIONAL CITY, CITY OF
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950-4397

VOID IF NOT PRESENTED TO COUNTY TREASURER WITHIN
S [REDACTED] GOVT CODE SECT. 29802

National City 87
1243 National City Blvd.
619-336-4330 / 83725

01/06/2021 10:36:14:00 Reg CHWK-FIN-22
20000 SLESA FUNDS 15DEC20 10000.00

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.



PLEASE ADDRESS CORRESPONDENCE REGARDING THIS PAYMENT

WARRANT No. 3162267

SAN DIEGO COUNTY
AUDITOR AND CONTROLLER
5530 OVERLAND AVENUE, STE 410
SAN DIEGO, CA 92123-1261
(858) 694-2053

AUTHORITY/PO	INVOICE	DESCRIPTION	DISC AMT	NET AMOUNT
GC30061	15DEC2020	SLESA FUNDS PER GC30061 (COPS)	0.00	10,000.00
			.00	10,000.00

F-1 21



County of San Diego

TRACY DRAGER
AUDITOR AND CONTROLLER
(858) 694-2176
FAX: (858) 694-2296

AUDITOR AND CONTROLLER
5530 OVERLAND AVE, SUITE 410, SAN DIEGO, CA 92123-1261

October 12, 2020

Brad Raulston, City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Mr. Raulston:

FISCAL YEAR 2019/20 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for FY2019/20 in the Enhancing Law Enforcement Activities Growth Special Account within the Law Enforcement Services Account of the Local Revenue Fund 2011. Pursuant to Government Code section 30029.05(f)(2), a warrant of \$56,726.58 is enclosed representing National City's proportionate share. The legislation requires that these moneys be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Jonathan Quan at (858) 694-2107.

Sincerely,

A black rectangular redaction box covering the signature of Babette Baltazar.

BABETTE BALTAZAR, Manager
Projects, Revenue and Grants Accounting

PRGA:BB:mel

Enclosure

FY 22



County of San Diego

TRACY DRAGER
AUDITOR AND CONTROLLER
(858) 694-2176
FAX: (858) 694-2296

AUDITOR AND CONTROLLER
5530 OVERLAND AVE, SUITE 410, SAN DIEGO, CA 92123-1261

May 13, 2022



Brad Raulston, City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Mr. Raulston:

FISCAL YEAR 2021/22 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for the March COPS funding in the Enhancing Law Enforcement Activities Subaccount within the Local Revenue Fund 2011. Pursuant to section 30061 of the Government Code, National City's proportionate share for the fiscal year is \$100,000.

Enclosed is a warrant of \$22,000 for the month of March. The legislation requires the money to be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Marilyn Robinson at (619) 876-8199.

Sincerely,



BABETTE BALTAZAR, Manager
Projects, Revenue and Grants Accounting

PRGA:BB:koa

Enclosure



5/21/22

County of San Diego
1600 Pacific Highway
San Diego, CA 92101-2478

JPMorgan Chase Bank, NA 56-1544/441
Columbus, OH

Warrant No.
3360615

Date of Issue : 05/11/2022

Twenty-Two Thousand Dollars And Zero Cents*****

\$ ****22,000.00

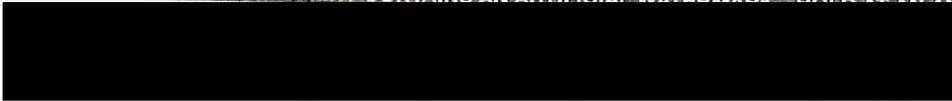
The Treasurer
Will

PAY TO THE ORDER OF
NATIONAL CITY, CITY OF
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950-4397

VOID IF NOT PRESENTED TO COUNTY TREASURER WITHIN
GOVT CODE SECT. 29802

National City 61
1243 National City Blvd.
619-336-4330 / 90761
Reg CHWK-FIN-22
COPS \$ 22000.00

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.



PLEASE ADDRESS CORRESPONDENCE REGARDING THIS PAYMENT

WARRANT No. 3360615

SAN DIEGO COUNTY
AUDITOR AND CONTROLLER
5530 OVERLAND AVENUE, STE 410
SAN DIEGO, CA 92123-1261
(858) 694-2053

AUTHORITY/PO	INVOICE	DESCRIPTION	DISC AMT	NET AMOUNT
	13MAY2022	SLESA FUNDS PER GC30061 (COPS)	0.00	22,000.00
		001-00000-3018		
		208-00000-3403		
			.00	22,000.00

RECEIVED

MAY 17 2022

FY 22



County of San Diego

TRACY DRAGER
AUDITOR AND CONTROLLER
(858) 894-2178
FAX: (858) 894-2296

AUDITOR AND CONTROLLER
5530 OVERLAND AVE, SUITE 410, SAN DIEGO, CA 92123-1261

October 15, 2021

Brad Raulston, City Manager
National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Mr. Raulston:

FISCAL YEAR 2020/21 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for FY2020/21 in the Enhancing Law Enforcement Activities Growth Special Account within the Law Enforcement Services Account of the Local Revenue Fund 2011. Pursuant to Government Code section 30029.05(f)(2), a warrant of \$61,284.85 is enclosed representing National City's proportionate share. The legislation requires that these moneys be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Marilyn Robinson at (619) 876-8199.

Sincerely,



BABETTE BALTAZAR, Manager
Projects, Revenue and Grants Accounting

PRGA:BB:koa

Enclosure



County of San Diego

TRACY DRAGER
AUDITOR AND CONTROLLER
(858) 694-2176
FAX (858) 694-2296

AUDITOR AND CONTROLLER
5530 OVERLAND AVE, SUITE 410, SAN DIEGO, CA 92123-1261

January 13, 2023

Brad Raulston, City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Mr. Raulston:

FISCAL YEAR 2022/23 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for the November COPS funding in the Enhancing Law Enforcement Activities Subaccount within the Local Revenue Fund 2011. Pursuant to section 30061 of the Government Code, National City's proportionate share for the fiscal year is \$100,000.

Enclosed is a warrant of \$10,000 for the month of November. The legislation requires the money to be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Marilyn Robinson at (619) 876-8199.

Sincerely,



BABETTE BALTAZAR, Manager
Projects, Revenue and Grants Accounting

PRGA:BB:koa

Enclosure



County of San Diego
 1600 Pacific Highway
 San Diego, CA 92101-2478

JPMorgan Chase Bank, NA 56-1544/441
 Columbus, OH

Warrant No.
 3439004

Date of Issue : 01/12/2023

Ten Thousand Dollars And Zero Cents*****

\$ *****10,000.00

The Treasurer
 Will

PAY TO THE ORDER OF
 NATIONAL CITY, CITY OF
 1243 NATIONAL CITY BLVD
 NATIONAL CITY CA 91950-4397

VOID IF NOT PRESENTED TO COUNTY TREASURER WITHIN
 90 DAYS OF DATE OF ISSUE



National City 104
 1243 National City Blvd.
 National City, CA 91914-3336 / 942556
 Reg. CHWK-FIN-22

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.



PLEASE ADDRESS CORRESPONDENCE REGARDING THIS PAYMENT

WARRANT No. 3439004

SAN DIEGO COUNTY
 AUDITOR AND CONTROLLER
 5530 OVERLAND AVENUE, STE 410
 SAN DIEGO, CA 92123-1261
 (858) 694-2053

AUTHORITY/PO	INVOICE	DESCRIPTION	DISC AMT	NET AMOUNT
	13JAN2023	SLESA FUNDS PER GC30061 (COPS)	0.00	10,000.00
		208-00000-3403		
			.00	10,000.00

FY 23



County of San Diego

TRACY DRAGER
AUDITOR AND CONTROLLER
(858) 694-2176
FAX: (858) 694-2296

AUDITOR AND CONTROLLER
5530 OVERLAND AVE, SUITE 410, SAN DIEGO, CA 92123-1261

October 14, 2022

Brad Raulston, City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Mr. Raulston:

FISCAL YEAR 2021/22 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for FY2021/22 in the Enhancing Law Enforcement Activities Growth Special Account within the Law Enforcement Services Account of the Local Revenue Fund 2011. Pursuant to Government Code section 30029.05(f)(2), a warrant of \$65,271.25 is enclosed representing National City's proportionate share. The legislation requires that these moneys be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Marilyn Robinson at (619) 876-8199.

Sincerely,



BABETTE BALTAZAR, Manager
Projects, Revenue and Grants Accounting

PRGA:BB:koa

Enclosure

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND OF \$493,282.68 FOR FISCAL YEARS 2020 THROUGH 2023 BASED ON FUNDS RECEIVED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (C.O.P.S) GRANT PROGRAM

WHEREAS, in November 2019, the County of San Diego (County) notified the City of National City that it awarded the City grant funds in the amount of \$155,947.62 for frontline municipal police services through the Fiscal Year 2020 Supplemental Law Enforcement Services Funds (SLESF)/Citizen's Option for Public Safety (C.O.P.S.) program; and

WHEREAS, in December 2020, the County of San Diego (County) notified the City of National City that it awarded the City grant funds in the amount of \$156,726.58 for frontline municipal police services through the Fiscal Year 2021 Supplemental Law Enforcement Services Funds (SLESF)/Citizen's Option for Public Safety (C.O.P.S.) program; and

WHEREAS, in May 2022, the County of San Diego (County) notified the City of National City that it awarded the City grant funds in the amount of \$161,284.85 for frontline municipal police services through the Fiscal Year 2022 Supplemental Law Enforcement Services Funds (SLESF)/Citizen's Option for Public Safety (C.O.P.S.) program; and

WHEREAS, in January 2023, the County of San Diego (County) notified the City of National City that it awarded the City grant funds in the amount of \$165,271.25 for frontline municipal police services through the Fiscal Year 2023 Supplemental Law Enforcement Services Funds (SLESF)/Citizen's Option for Public Safety (C.O.P.S.) program; and

WHEREAS, the City has received the disbursements from the County for Fiscal Years 2020 through 2022, and is in the process of receiving the awarded amount for Fiscal Year 2023; and

WHEREAS, appropriations were previously established for \$145,947.62 of the \$155,947.62 awarded and disbursed for the Fiscal Year 2020; and

WHEREAS, appropriations are needed to be established for the amounts awarded for Fiscal Years 2021 through 2023; and

WHEREAS, the City is not required to allocate any up-front costs or matching funds in order to receive the funds; and

WHEREAS, the National City Police Department proposes to utilize the \$493,282.68 in grant funds to purchase items such as ballistic equipment, radios, helmets, gas masks, Toughbook computers, and other equipment to enhance community/public safety and support frontline law enforcement services as set out in Government code Section 30061-30062.

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

Section 1: That the City Council hereby authorizes the establishment of appropriations and a corresponding revenue budget within the Supplemental Law Enforcement Services Fund (SLESF) in the amount of \$10,000 for FY2020, \$156,726.58 for FY2021, \$161,284.85 for FY2022 and \$165,271.25 for FY2023 for a total of \$493,282.68 to be utilized for equipment to support frontline police services .

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 16th day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

City Council 2023 Legislative Recess

RECOMMENDATION:

Provide direction on observing a legislative recess, which is historically taken in the month of July. In accordance with National City Municipal Code (NCMC) Section 2.04.020, any Regular Meeting(s) may be dispensed with a vote.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Since 2014, the City Council (Council) has observed a legislative recess during the summer to provide City staff and Elected Officials an opportunity to catch up on work, reenergize, and prepare for the start of a new fiscal year. The purpose of this agenda item, is to determine whether the City Council would like to once again consider a legislative recess in 2023.

Background

Observing a legislative recess from a City Council Meeting Schedule is practiced in a number of San Diego cities that recess both in the summer and winter. Some cities, including State Legislature, and quasi-governmental entities, such as the San Diego Association of Governments (SANDAG), Airport Authority, recess over an entire month, generally in the summer. For the past seven (7) years, the Council voted to recess during the month of July. Prior to that the City Council voted to recess during the month of August one (1) time. This is consistent with City Council Policy #104 Section III Meetings (H):

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

Discussion

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

Should the City Council recess in July, there would be (5) weeks between meetings (June 21- July 31, 2023). As a reminder, the first meeting is August (this year is August 1st), typically begins at 5:00 p.m. due to the "National Night-Out Against Crime" event.

FINANCIAL STATEMENT:

Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Agencies in San Diego County taking Legislative Recess – Summer 2023

SAN DIEGO COUNTY AGENCIES – LEGISLATIVE RECESS – SUMMER 2023

CITY	TIME PERIOD
Chula Vista	Last meeting in June and first meeting in July per code
Coronado	First meeting in July and first meeting in August per code
City of San Diego	May 29-June 2, July 3-7, August 2-September 5
Del Mar	July 25-September 4
El Cajon	None
Encinitas	July
Escondido	July or August – TBD
Imperial Beach	None
La Mesa	TBD
Lemon Grove	None
National City	July
Oceanside	June 22 – August 8
Poway	First meeting in July
Santee	Second meeting in July
San Marcos	July
Solana Beach	Last meeting in July and first meeting in August
Vista	July

Last meeting in June and First Meeting in July: Chula Vista

First meeting in July: Poway

Second meeting in July: Santee

Month of July: Encinitas, Escondido, National City, Oceanside, San Marcos, Vista

Last meeting in July and First in August: Solana Beach

First Meeting in July and First in August: Coronado

Month of August: Del Mar

City of San Diego: May 29-June 2, July 3-7, August 2-September 5

Cities that do not take a recess: El Cajon, Imperial Beach, Lemon Grove

Airport Authority: Third week in July to first meeting in September

SANDAG: TBD

MTS: August

County of San Diego: Second Meeting in July

Port of San Diego: August



AGENDA REPORT

Department: Community Development - Neighborhood Services
Prepared by: Dionisia Trejo, Administrative Secretary
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Temporary Use Permit – 4th Annual End of Summer Car Show hosted by the San Diego Lowrider Association at Kimball Park on Saturday, September 9, 2023 from 11 a.m. to 5 p.m. with no waiver of fees.

RECOMMENDATION:

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

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

This is a request from the San Diego Lowrider Association to conduct the 4th Annual End of Summer Car Show event at Kimball Park on Saturday, September 9, 2023 from 11 a.m. to 5 p.m. Set up for this event will commence at 7 a.m. and dismantling by 5 p.m.

This event will consist of lowrider vehicles & motorcycle displays, food vendors, live entertainment and vendor booths. There will be a registration fee to participate in this event as a vendor or to have a vehicle display. This event is open to the public.

NOTE: Council approved this event in 2022 with no waiver of fees.

FINANCIAL STATEMENT:

City fee of \$312.00 for processing the TUP through various City departments, plus \$211.00 for the Fire Permit, \$3,198.16 for Police Department and \$1,004.07 for Public Works.
Total fees: \$ 4,725.23

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – TUP 4th Annual End of Summer Car Show

Exhibit B – Conditions of Approval 4th Annual End of Summer Car Show



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

Special Event Application

Type of Event

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

Event Name & Location

Event Title End of Summer Car Show 4 annual
Event Location (list all sites being requested) Kimball Park

Event Times

Set-Up Starts Date september 9 2023 Time 7 am Day of Week saturday
Event Starts Date september 9 2023 Time 11 am Day of Week saturday
Event Ends Date september 9 2023 Time 5 pm Day of Week saturday
Breakdown Ends Date Sep 9 23 Time 5 pm Day of Week SATURDAY

RECEIVED
MAR 21 RECD
Neighborhood Services Department
City of National City

Applicant Information

Applicant (Your name) Robert casas/Rob Rice Sponsoring Organization Sd Lowrider Ass
Event Coordinator (if different from applicant) same
Mailing Address [redacted] National City Ca 91954
Day Phone [redacted] After Hours Phone [redacted] Cell [redacted] Fax [redacted]
Public Information Phone [redacted] E-mail cutandtrim@cox.net

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 [redacted] and charges are adjusted annually and are subject to change.

Signature of Applicant: [redacted] Date 3-20-23
3-20-22

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):
cover expenses

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

\$⁷⁰⁰⁰ Estimated Expenses for this event.

\$¹⁰⁰⁰ 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:
annual event free for community no alcohol

Estimated Attendance

Anticipated # of Participants: 400 600 Anticipated # of Spectators: 1500

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):

115 Wildcat By Boys Club.

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: National City Police

Private Security _____

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

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

Security Director (Name): _____ Phone: _____

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

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

First Aid

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

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

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

Accessibility

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

Kimball Park Access

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 10 by 10

_____ # of tents size _____

No canopies/tents being set up

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting For food and/or refrigeration

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

Vendor Information

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

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

Vendors preparing food on-site ▶ # 5 ▶ Business License # will provide Vendor List

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

Prepans Grill / some food ready prep

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

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

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

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

Vendors selling food # ¹⁰ _____ ▶ Business License #(s) _____

Vendors selling merchandise # ²⁰ _____ ▶ Business License #(s) _____

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

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

▶ Explain services _____

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

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

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

Inflatable bouncer house # _____ Rock climbing wall Height _____

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

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$602.00

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

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

Event Signage

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

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

Yes, we will post signage # _____ Dimensions _____

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

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

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

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

If yes, please identify the following:

▶ Total number of portable toilets: 5 _____

▶ Total number of ADA accessible portable toilets: 1 _____

Contracting with portable toilet vendor. ▶ _____
Company Phone

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

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

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

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

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

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

NPDES-Litter Fence

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

Breaking down set-up the day after the event?

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

How are you handling clean-up?

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

Miscellaneous

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

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



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Sd Lowrider</u>	
Event Address: <u>Kimball Park</u>	Expected # of Attendees: <u>1500</u>
Event Host/Coordinator: <u>Robert Casas Rob Rice</u>	Phone Number: [REDACTED]

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: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

Organization: Sic Production Low rider Assoc

Person in Charge of Activity: Robert Casas /Rob Rice

Address: [REDACTED] e national city ca 91950

Telephone: [REDACTED] Date(s) of Use: september 9 2023

HOLD HARMLESS AGREEMENT

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

Signature of Applicant: [REDACTED]

Official Title: Promoters Date: sep 9 2023

For Office Use Only

Certificate of Insurance Approved _____ Date _____



City of National City BUSINESS TAX CERTIFICATE



2023

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

"For Services Provided in National City, California Only"

Business Name SD COUNTY LOWRIDER ASSOCIATION
Business Location 592 BALLANTYNE ST
EL CAJON, CA 92020-3712
Business Owner(s) ROBERT CASAS

Business Type Special Event
Account Number 09023694
Effective Date March 20, 2023
Expiration Date December 31, 2023

SD COUNTY LOWRIDER ASSOCIATION
592 BALLANTYNE ST
EL CAJON, CA 92020-3712



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**

SD COUNTY LOWRIDER ASSOCIATION

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdL.gov 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

SD COUNTY LOWRIDER ASSOCIATION
592 BALLANTYNE ST
EL CAJON, CA 92020-3712

Account Number: 09023694
Date of Issue: 03/20/2023

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

SPONSORING ORGANIZATION: San Diego Lowrider Association

EVENT: 4th Annual End of Summer Car Show

DATE OF EVENT: September 9, 2023

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 []
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	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

Streets Division

No comment received

Facilities Division

No comment received

Parks Division

1. Three hours for set up on Thursday 9/7/23 to mark irrigation valve boxes and paint a fire lane at regular pay @ \$66.98= \$200.94
2. One staff for the duration of event 8 hours from 10 am to 6 pm for litter control and service public restrooms. Overtime rate at \$100.47 total \$803.76 on September 9th
3. Event organizer did not request the City Stage and PA.
4. Total expense for event \$1,004.07

ENGINEERING

No comments received

COMMUNITY SERVICES

No comments received

POLICE DEPARTMENT

The National City Police Department will want (1) Police Sergeant and (4) Police Officers to work (7) hours each for a total of (35) hours of overtime for the event.

The breakdown –

(1) Police Sergeant x (7) hours at a rate of \$108.68 per hour (Loaded OT Hourly). The total for the Police Sergeant is \$760.76.

(4) Police Officers x (7) hours each at a rate of \$87.05 per hour (Loaded OT Hourly). The total for Police Officers is \$2,437.40.

*** (6.5) hours in the park and (.5) hour total for donning and doffing ***

Total Cost – \$3,198.16

FINANCE

No comments received

COMMUNITY DEVELOPMENT

Planning

1. Activities shall conform to the limitations in Table III of Title 12 (Noise) of the Municipal Code.
2. Speakers shall face away from residential properties.

Building

No comments received

Neighborhood Services

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

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

RISK MANAGER (619) 336-4370

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

- The applicant has provided a valid copy of the Certificate of Liability Insurance.
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- American Medical Response must provide a Certificate of Liability Insurance.
- The insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- American Medical Response must each provide a separate additional insured endorsement wherein it notes the additional insured as "The City of National City, its officials, agents, employees, and volunteers"
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII; the insurance company is a California-admitted company.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

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

FIRE (619) 336-4550

REQUEST MEETING WITH ORGANIZERS PRIOR TO EVENT

AN AFTER HOUR INSPECTION FEE OF \$211.00 WILL BE REQUIRED. FOR THIS EVENT

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

- 1) Emergency services access to be maintained at all times
- 2) 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 at any time
- 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) Provide a 2A:10BC fire extinguisher at stages. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance
- 7) All cooking operations or areas to have one 2A:10BC. If grease or oil is used for cooking, a 40:BC or class "K" fire extinguisher will be required. **All fire extinguishers to have a current State Fire Marshal Tag attached.**
- 8) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices
- 9) If charcoal or wood are used for event, metal cans with label "HOT COALS ONLY" shall be used for waste
- 10) Organizer shall provide vender list to fire department well in advance prior to event
- 11) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies

placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. **A ten feet separation distance must be maintained between tents and canopies.** A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal" approval for cooking. Please see Fire Department for direction.** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. Fees can only be waived by City Council

Canopies:

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

Tents:

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

- 12) Organizer shall provide quantity of canopies used
- 13) Fire Department access into and through the booth areas are to be maintained at all times
- 14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" Only
- 15) **Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from tents and canopies**
- 16) Approved fire extinguishers shall be furnished by all car show participants
- 17) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc
- 18) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$211.00) dollars
- 19) First Aid will be provided by organization



AGENDA REPORT

Department: Finance
Prepared by: Christopher Nguyen, Accountant
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Warrant Register #39 for the period of 3/24/23 through 3/30/23 in the amount of \$1,129,426.95.

RECOMMENDATION:

Ratify Warrants Totaling \$1,129,426.95

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 3/24/23 - 3/30/23. Consistent with the 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>
Devaney Pate Morris	362594	\$101,271.61	Legal Services
Neri Landscape Arch	362621	\$51,131.50	CIP 21-28 Wetland Expansion
SDG&E	362650	\$114,313.15	Gas and Electric Utilities
Health Net Inc	362701	\$66,959.91	GRP #R1192A – April 2023
Public Retirement	230330	\$291,839.87	Service Period 3/7/23-3/20/23

FINANCIAL STATEMENT:

Warrant total \$1,129,426.95

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 39



**WARRANT REGISTER # 39
3/30/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ADMINSURE INC	WORKERS' COMPENSATION CLAIMS - APRIL	362564	3/30/2023	8,353.00
AMAZON	TRAINING MATERIALS	362565	3/30/2023	80.76
APS LIGHTING & SAFETY PRODUCTS	VEHICLE BULBS FY23-PW / EQUIPMENT	362566	3/30/2023	41.38
ASSI SECURITY INC	ASSI SUPPORT CALL	362567	3/30/2023	225.00
AT&T	AT&T & SBC ANNUAL PHONE SERVICE	362568	3/30/2023	34,620.33
BAKER & TAYLOR	BAKER AND TAYLOR/BOOKS/FY23	362569	3/30/2023	1,307.10
BNSF RAILWAY COMPANY	BAYSHORE BIKEWAY SEGMENT 5- ENG/PW	362570	3/30/2023	18,549.81
BOGLE	REIMBURSMNT,EMT-P RENEWAL	362571	3/30/2023	163.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL	362572	3/30/2023	3,088.51
BULLDOG TOWING	EQUIPMENT TOWING FY23-	362573	3/30/2023	760.00
BURKE WILLIAMS & SORENSEN LLP	LEGAL SERVICES	362574	3/30/2023	6,587.40
CAL UNIFORMS INC	POLO BAUTISTA	362575	3/30/2023	63.68
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES	362576	3/30/2023	474.49
CDWG	IX1600 FUJITSU SCANSNAP SCANNER	362577	3/30/2023	508.93
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	362578	3/30/2023	8,000.00
CLEAN HARBORS ENVIRONMENTAL SERV	HOUSEHOLD HAZARDOUS WASTE	362579	3/30/2023	761.52
CODELATHE TECHNOLOGIES INC	FILECLOUD ONLINE - ENTERPRISE	362580	3/30/2023	3,375.00
COLANTUONO HIGHSMITH & WHATLEY PC	LEGAL SERVICES / CAO	362581	3/30/2023	316.70
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	362582	3/30/2023	237.00
CORODATA RECORDS MANAGEMENT INC	OFF SITE DOCUMENT STORAGE	362583	3/30/2023	52.90
COUNTY OF SAN DIEGO RCS	NEXTGEN REGIONAL COMMUNICATIONS	362584	3/30/2023	16,074.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	362585	3/30/2023	2,426.64
COZZINI BROS., INC.	KNIFE/DELI SLICER/CAN OPENER SHARPEN	362586	3/30/2023	36.00
CTC TECHNOLOGY & ENERGY	CENIC BROADBAND INTERNET 10G	362587	3/30/2023	12,983.04
CUSTOM TRUCK BODY & EQUIPMENT, INC.	MISC EQUIPMENT PART FY23	362588	3/30/2023	2,036.12
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2023	362589	3/30/2023	4,888.03
DE LAGE LANDEN PUBLIC FINANCE LLC	DLL 20 SHARP COPIERS LEASE FOR FY23	362590	3/30/2023	2,939.63
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	362591	3/30/2023	320.00
DELIVERY CONCEPTS INC	LATCH KEEPER ONLY LOCKING	362592	3/30/2023	205.64
DELL MARKETING L P C O DELL USA L P	KENSINGTON SD4850P USB-C 10GBPS DUA	362593	3/30/2023	28,728.87
DEVANEY PATE MORRIS & CAMERON LLP	LEGAL SERVICES - CAO	362594	3/30/2023	101,271.61
D-MAX ENGINEERING INC	T&A 90505 - E 31ST ST APARTMENTS	362595	3/30/2023	245.61
EL LATINO NEWSPAPER	PUBLIC NOTICE - SPANISH	362596	3/30/2023	640.00
ERGOSTOP INC.	DISCOVERY BACK SERIES 57 OFFICE CHAIR	362597	3/30/2023	567.68
FARONICS TECHNOLOGIES USA INC.	DEEFPREEZE ANNUAL RENEWAL	362598	3/30/2023	2,625.00
FEDEX	SHIPPING SERVICES	362599	3/30/2023	126.26
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES	362600	3/30/2023	384.02
FIATOA	LICENSE REIMBURSEMENT	362601	3/30/2023	53.00
FLEET SERVICES INC	MOP 67804 FLEET SERVICE- FLEET FY23	362602	3/30/2023	345.90
GARCIA	REIMBRSMNT, EMT-B EXPENSES	362603	3/30/2023	165.50
GEORGE H WATERS NUTRITION CTR	MONTH OF FEBRUARY SNACKS	362604	3/30/2023	2,507.00
GRAINGER	MOP 65179 GENERAL SUPPLIES	362605	3/30/2023	996.76
HEARTLAND FIRE TRAINING FACILITY	COURSE: FIRE CONTROL 3 CERT TRAINING	362606	3/30/2023	450.00
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FY23 PW/FACILITIES	362607	3/30/2023	1,532.08
IBM	IBM MQ PVU ANNUAL SW SUBSCRIPTION	362608	3/30/2023	2,630.25
INLAND KENWORTH INC	INV #133732SNP, CM133732SNP	362609	3/30/2023	598.34
INNOVATIVE CONSTRUCTION CONSULTING	T&A 90160 - 711 PALM - ENG/PW	362610	3/30/2023	8,086.50



**WARRANT REGISTER # 39
3/30/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
IPS GROUP INC	PARKING PERMIT PORTAL AND MERCHANT	362611	3/30/2023	2,136.23
KD PALM LLC	T&A 90442 - 310 PALM AVE - ENG/PW	362612	3/30/2023	358.42
KDB HIGHLAND LLC	T&A 90478 - 611 HIGHLAND AVE APARTMENTS	362613	3/30/2023	3,076.83
MAN K9 INC	MANDATORY TRAINING - MARCH	362614	3/30/2023	1,376.00
MASON'S SAW & LAWNMOWER SERVICE INC	MOP 45729 LANDSCAPE SUPPLIES	362615	3/30/2023	1,368.69
MES CALIFORNIA	40-006 CUSTOM ROCK-N-RESCUE SS LINE	362616	3/30/2023	670.53
MUNICIPAL MAINTENANCE EQUIP	ROTARY CLAMPING LATCH FY23	362617	3/30/2023	68.19
MYERS AND SONS	SIGN STAND FY23	362618	3/30/2023	1,238.91
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2023	362619	3/30/2023	456.99
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	362620	3/30/2023	468.70
NERI LANDSCAPE ARCHITECTURE	CIP 21-28 WETLAND EXPANSION	362621	3/30/2023	51,131.50
NGUOI VIET TODAY NEWS	PUBLIC NOTICE - VIETNAMESE - NGUOI VIET	362622	3/30/2023	30.00
NV5 INC	T&A 90561 - KIMBALL WAY AND 14TH ST	362623	3/30/2023	11,643.35
O'REILLY AUTO PARTS	INLET AND GARDEN HOSE UPGRADE KIT	362625	3/30/2023	70.34
OBSESSED GARAGE, LLC	MOP 75877 AUTO SUPPLIES FLEET FY23	362624	3/30/2023	2,440.44
PACIFIC PRODUCTS & SERVICES	SOLAR BARRICADE LIGHTS	362626	3/30/2023	1,895.63
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL, ENGINE OIL, AND VEHICLE	362627	3/30/2023	2,654.70
PALMA	REIMBURSEMENT FOR TRANSPORTATION	362628	3/30/2023	61.99
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362629	3/30/2023	461.49
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362630	3/30/2023	204.90
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362631	3/30/2023	68.40
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES- PW	362632	3/30/2023	266.11
PERRY FORD	MOP 45703 AUTO SUPPLIES- PW	362633	3/30/2023	300.00
PERRY FORD-NATIONAL CITY LLC	PARTS	362634	3/30/2023	1,753.64
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES TO REPLENISH STOCK	362635	3/30/2023	1,238.82
PRO BUILD COMPANY DIXIELINE LUMBER	MOP 45707 GENERAL SUPPLIES- PW	362636	3/30/2023	2,613.54
PROCHEM SPECIALTY PRODUCTS INC	VEHICLE SOAP FY23 PW/EQUIPMENT	362637	3/30/2023	154.14
PROFESSIONAL SEARCH GROUP LLC	OFFICE TEMPORARY SERVICE	362638	3/30/2023	17,908.07
PROFESSIONAL SEARCH GROUP LLC	OFFICE TEMPORARY SERVICE	362639	3/30/2023	1,520.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	362640	3/30/2023	1,604.51
QUIROGA, RAZIEL	TRAINING ADV LDG CRIA QUIROGA	362641	3/30/2023	294.15
RANDALL LAMB ASSOCIATES INC	CIP 19-42 NCPD STANDBY POWER CONVERS	362642	3/30/2023	15,567.50
RED WING SHOES STORE	WORK BOOTS FY23- PW/STREETS	362643	3/30/2023	200.00
REEDER	CONFERENCE OUT OF COUNTY/PLANNING	362644	3/30/2023	1,272.05
SAF COLLISION CENTER	PAINT SUPPLIES FOR VEHICLE PW-	362645	3/30/2023	800.00
SAFETY-KLEEN SYSTEMS, INC	PART #905837 MODEL 90.5 W/2387 6365	362646	3/30/2023	244.84
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	362647	3/30/2023	252.00
SAN DIEGO HYDRAULICS	MOP 80333 AUTO SUPPLIES- PW	362648	3/30/2023	525.11
SAN DIEGO POLICE EQUIPMENT	DOUGHERTY VEST	362649	3/30/2023	451.85
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	362650	3/30/2023	114,313.15
SEDANO FORD OF LM, INC.	INVOICE #20440393 02/09/2023	362651	3/30/2023	1,113.56
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY2	362652	3/30/2023	117.40
SIRSIDYNIX	SIRSI DYNIX/SUBSCRIPTION RENEWAL/FY23	362653	3/30/2023	23,809.07
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES- PW	362654	3/30/2023	200.40
SMART & FINAL	MOP 45756 CASA YOUTH SNACKS	362655	3/30/2023	207.03
SNAP-ON INDUSTRIAL	MISC TOOLS FY23- PW/EQUIPMENT	362656	3/30/2023	896.64
SONSRAY MACHINERY LLC	VEHICLE PARTS & REPAIR FY23-PW/EQUIPM	362657	3/30/2023	8,362.34



**WARRANT REGISTER # 39
3/30/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOUTH COAST EMERGENCY VEHICLE	VEHICLE PARTS FY23- PW/EQUIPMENT	362658	3/30/2023	185.01
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES- PW	362659	3/30/2023	229.25
SOUTHWEST SIGNAL SERVICE	82389, 82390, 82391, 82393 SERVICE	362660	3/30/2023	41,774.12
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES HOUSING	362661	3/30/2023	3,738.59
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY23 JAN-MAR	362662	3/30/2023	4,857.08
T MAN TRAFFIC SUPPLY	R1-4 18X6" ALL WAY PLATE	362663	3/30/2023	495.83
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES PEST CONTROL	362664	3/30/2023	1,110.00
THE COUNSELING TEAM INTERNATIONAL	EMPLOYEE SUPPORT SVCS	362665	3/30/2023	800.00
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SERVICES	362666	3/30/2023	425.00
THE EPOCH TIMES	PUBLIC NOTICE - CHINESE - EPOCH TIMES	362667	3/30/2023	170.00
THE STAR NEWS PUBLISHING COMPANY	PUBLIC NOTICE - STAR NEWS	362668	3/30/2023	2,383.13
THOMSON REUTERS WEST PAYMENT CENTER	ONLINE/ SOFTWARE	362669	3/30/2023	607.47
TINOSA INC	LABOR, REBUILD ASME CYLINDER KUNKLE	362670	3/30/2023	2,227.69
TOPECO PRODUCTS	MOP 63849 GENERAL SUPPLIES-PW	362671	3/30/2023	40.70
TRANS-LANG	PUBLIC NOTICE TRANSLATION SERVICES	362672	3/30/2023	1,334.50
T'S & SIGNS	MARKETING BANNERS FOR COMMUNITY	362673	3/30/2023	902.09
TURF STAR INC	LH SPINDLE ASM	362674	3/30/2023	446.39
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	362675	3/30/2023	5,139.53
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	362676	3/30/2023	6,800.22
UNITED TRANSMISSION EXCHANGE	VEHICLE REPAIRS PW- FLEET FT 23	362677	3/30/2023	6,783.57
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE	362678	3/30/2023	370.68
VELOCITY TRUCK CENTERS	ENGINE AND TRANSMISSION PARTSFY23	362679	3/30/2023	3,334.28
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY23	362680	3/30/2023	12,317.46
VULCAN MATERIALS COMPANY CALMAT CO	ASPHALT FY23 -PW/STREETS	362681	3/30/2023	4,277.19
WAITE	TRAVEL EXPENSE REPORT	362682	3/30/2023	158.41
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR FIRE STATIONS	362683	3/30/2023	348.62
WEAVER	TRAVEL EXPENSE REPORT	362684	3/30/2023	92.58
WESTAIR GASES & EQUIPMENT INC	TORCH MATERIALS FY23- PW/STREETS	362685	3/30/2023	285.59
WETMORES	MOP 80333 AUTO SUPPLIES FLEET FY23	362686	3/30/2023	933.22
WHITAKER BROTHERS BUSINESS MACH	RIBBON STAMP INK FY23 -PW	362687	3/30/2023	84.60
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES PARKS	362688	3/30/2023	282.69
WORLD OIL ENVIRONMENTAL SVCS	USED OIL SERVICE CHARGE	362689	3/30/2023	95.00
WSP USA INC	CIP 22-59 BICYCLE MASTER PLAN	362690	3/30/2023	7,050.48
C A P F	APRIL 2023 - FIRE LTD	362691	3/30/2023	1,239.00
CALIFORNIA LAW ENFORCEMENT	APRIL 2023 - PD LTD	362692	3/30/2023	2,268.00
DELTA DENTAL INSURANCE CO	APRIL 2023 GRP #05-7029600000 PMI	362693	3/30/2023	1,932.97
DELTA DENTAL INSURANCE CO	APRIL 2023 - GRP#05-7029600002 COBRA	362694	3/30/2023	160.44
DELTA DENTAL INSURANCE CO	MARCH 2023 GRP #05-0908600000 DENTAL	362695	3/30/2023	16,780.90
DELTA DENTAL INSURANCE CO	APRIL 2023 - GRP#05-0908601002 COBRA	362696	3/30/2023	45.22
HEALTH NET	GRP. #N8239A - APRIL 2023 HEALTH NET	362697	3/30/2023	5,788.28
HEALTH NET	GRP. #N8239C - APRIL 2023 HEALTH NET	362698	3/30/2023	1,734.92
HEALTH NET	GRP. #N8240A - APRIL 2023 HEALTH NET	362699	3/30/2023	1,346.10
HEALTH NET	GRP # R1192R - APRIL 2023 HEALTH NET	362700	3/30/2023	923.49
HEALTH NET INC	GRP #R1192A - APRIL 2023 HEALTH NET	362701	3/30/2023	66,959.91
HEALTH NET INC	GRP. #57135A - APRIL 2023 HEALTH NET	362702	3/30/2023	26,632.61
HEALTH NET INC	GRP. #LB439A - APRIL 2023 HEALTH NET	362703	3/30/2023	17,309.56
HEALTH NET INC	GRP. #LB439F - APRIL 2023 HEALTH NET	362704	3/30/2023	774.98



**WARRANT REGISTER # 39
3/30/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
OFFICERS ASSOCIATION, GOVERNMENT	CERTIFICATE OF ACHIEVEMENT REVIEW	362705	3/30/2023	150.00
RELIANCE STANDARD LIFE INSURANCE	APRIL 2023 - GRP VAI826233, VCI1801146	362706	3/30/2023	3,159.92
THE LINCOLN NATIONAL LIFE INS	GRP #415491 - APRIL 2023 LIFE & AD&D, LTD	362707	3/30/2023	7,332.10
			A/P Total	823,917.51
WIRED PAYMENTS				
U S BANK	MONTHLY CREDIT CARD STATEMENT- FEBRUARY	712847	3/24/2023	1,624.33
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	735358	3/28/2023	2,719.94
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	81360	3/29/2023	640.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 03/07/23 - 03/20/23	230330	3/30/2023	291,839.87
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	492428	3/30/2023	2,782.70
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	620116	3/31/2023	5,902.60

GRAND TOTAL 1,129,426.95



AGENDA REPORT

Department: Finance
Prepared by: Christopher Nguyen, Accountant
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Warrant Register #40 for the period of 3/31/23 through 4/6/23 in the amount of \$3,088,984.92.

RECOMMENDATION:

Ratify Warrants Totaling \$3,088,984.92.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 3/31/23 - 4/6/23. Consistent with the 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>
LC Paving & Sealing	362801	\$193,434.48	CIP 19-20 Sweetwater Road Bike Way
Adminsure Inc.	115746	\$143,249.21	Workers' Comp Replenishment

FINANCIAL STATEMENT:

Warrant total \$3,088,984.92.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 40



**WARRANT REGISTER # 40
4/6/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - APR 2023	362708	4/3/2023	110.00
BEARD	RETIREE HEALTH BENEFITS - APR 2023	362709	4/3/2023	70.00
BECK	RETIREE HEALTH BENEFITS - APR 2023	362710	4/3/2023	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - APR 2023	362711	4/3/2023	640.00
BISHOP	RETIREE HEALTH BENEFITS - APR 2023	362712	4/3/2023	110.00
BOEGLER	RETIREE HEALTH BENEFITS - APR 2023	362713	4/3/2023	260.00
BULL	RETIREE HEALTH BENEFITS - APR 2023	362714	4/3/2023	580.00
CAMEON	RETIREE HEALTH BENEFITS - APR 2023	362715	4/3/2023	400.00
CANEDO	RETIREE HEALTH BENEFITS - APR 2023	362716	4/3/2023	620.00
CARRILLO	RETIREE HEALTH BENEFITS - APR 2023	362717	4/3/2023	290.00
CASTELLANOS	RETIREE HEALTH BENEFITS - APR 2023	362718	4/3/2023	500.00
COLE	RETIREE HEALTH BENEFITS - APR 2023	362719	4/3/2023	165.00
COLLINSON	RETIREE HEALTH BENEFITS - APR 2023	362720	4/3/2023	420.00
CONDON	RETIREE HEALTH BENEFITS - APR 2023	362721	4/3/2023	280.00
CORDERO	RETIREE HEALTH BENEFITS - APR 2023	362722	4/3/2023	520.00
DALLA	RETIREE HEALTH BENEFITS - APR 2023	362723	4/3/2023	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - APR 2023	362724	4/3/2023	250.00
DEESE	RETIREE HEALTH BENEFITS - APR 2023	362725	4/3/2023	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - APR 2023	362726	4/3/2023	110.00
DIAZ	RETIREE HEALTH BENEFITS - APR 2023	362727	4/3/2023	680.00
DREDGE	RETIREE HEALTH BENEFITS - APR 2023	362728	4/3/2023	250.00
DUONG	RETIREE HEALTH BENEFITS - APR 2023	362729	4/3/2023	280.00
EISER III	RETIREE HEALTH BENEFITS - APR 2023	362730	4/3/2023	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - APR 2023	362731	4/3/2023	620.00
ETZLER	RETIREE HEALTH BENEFITS - APR 2023	362732	4/3/2023	460.00
FABINSKI	RETIREE HEALTH BENEFITS - APR 2023	362733	4/3/2023	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - APR 2023	362734	4/3/2023	270.00
FIFIELD	RETIREE HEALTH BENEFITS - APR 2023	362735	4/3/2023	540.00
GAUT	RETIREE HEALTH BENEFITS - APR 2023	362736	4/3/2023	700.00
GELSKEY	RETIREE HEALTH BENEFITS - APR 2023	362737	4/3/2023	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - APR 2023	362738	4/3/2023	120.00
GONZALES	RETIREE HEALTH BENEFITS - APR 2023	362739	4/3/2023	480.00
HARLAN	RETIREE HEALTH BENEFITS - APR 2023	362740	4/3/2023	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - APR 2023	362741	4/3/2023	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - APR 2023	362742	4/3/2023	400.00
HODGES	RETIREE HEALTH BENEFITS - APR 2023	362743	4/3/2023	200.00
IBARRA	RETIREE HEALTH BENEFITS - APR 2023	362744	4/3/2023	780.00
JONES	RETIREE HEALTH BENEFITS - APR 2023	362745	4/3/2023	60.00
JONES	RETIREE HEALTH BENEFITS - APR 2023	362746	4/3/2023	480.00
JUNIEL	RETIREE HEALTH BENEFITS - APR 2023	362747	4/3/2023	50.00
KIMBLE	RETIREE HEALTH BENEFITS - APR 2023	362748	4/3/2023	300.00
KLOS	RETIREE HEALTH BENEFITS - APR 2023	362749	4/3/2023	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - APR 2023	362750	4/3/2023	660.00
LIMFUECO	RETIREE HEALTH BENEFITS - APR 2023	362751	4/3/2023	160.00
MATIENZO	RETIREE HEALTH BENEFITS - APR 2023	362752	4/3/2023	100.00
MCCABE	RETIREE HEALTH BENEFITS - APR 2023	362753	4/3/2023	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - APR 2023	362754	4/3/2023	290.00
MEEKS	RETIREE HEALTH BENEFITS - APR 2023	362755	4/3/2023	460.00



**WARRANT REGISTER # 40
4/6/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MENDOZA	RETIREE HEALTH BENEFITS - APR 2023	362756	4/3/2023	290.00
MINER	RETIREE HEALTH BENEFITS - APR 2023	362757	4/3/2023	580.00
MUNOZ	RETIREE HEALTH BENEFITS - APR 2023	362758	4/3/2023	640.00
NAGLE	RETIREE HEALTH BENEFITS - APR 2023	362759	4/3/2023	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - APR 2023	362760	4/3/2023	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - APR 2023	362761	4/3/2023	360.00
PAUU JR	RETIREE HEALTH BENEFITS - APR 2023	362762	4/3/2023	340.00
PE	RETIREE HEALTH BENEFITS - APR 2023	362763	4/3/2023	300.00
PEASE JR	RETIREE HEALTH BENEFITS - APR 2023	362764	4/3/2023	140.00
POST	RETIREE HEALTH BENEFITS - APR 2023	362765	4/3/2023	280.00
RAY	RETIREE HEALTH BENEFITS - APR 2023	362766	4/3/2023	190.00
REDIKOP	RETIREE HEALTH BENEFITS - APR 2023	362767	4/3/2023	400.00
RIOS	RETIREE HEALTH BENEFITS - APR 2023	362768	4/3/2023	240.00
ROARK	RETIREE HEALTH BENEFITS - APR 2023	362769	4/3/2023	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - APR 2023	362770	4/3/2023	260.00
RUIZ	RETIREE HEALTH BENEFITS - APR 2023	362771	4/3/2023	310.00
SAINZ	RETIREE HEALTH BENEFITS - APR 2023	362772	4/3/2023	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - APR 2023	362773	4/3/2023	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - APR 2023	362774	4/3/2023	340.00
SHEPHARD	RETIREE HEALTH BENEFITS - APR 2023	362775	4/3/2023	440.00
SHOEMAKER	RETIREE HEALTH BENEFITS - APR 2023	362776	4/3/2023	480.00
SILVA	RETIREE HEALTH BENEFITS - APR 2023	362777	4/3/2023	580.00
SMITH	RETIREE HEALTH BENEFITS - APR 2023	362778	4/3/2023	320.00
SMITH	RETIREE HEALTH BENEFITS - APR 2023	362779	4/3/2023	560.00
STEWART	RETIREE HEALTH BENEFITS - APR 2023	362780	4/3/2023	200.00
TIPTON	RETIREE HEALTH BENEFITS - APR 2023	362781	4/3/2023	250.00
UNGAB	RETIREE HEALTH BENEFITS - APR 2023	362782	4/3/2023	600.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - APR 2023	362783	4/3/2023	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - APR 2023	362784	4/3/2023	480.00
WHITE	RETIREE HEALTH BENEFITS - APR 2023	362785	4/3/2023	230.00
WILKINS	RETIREE HEALTH BENEFITS - APR 2023	362786	4/3/2023	520.00
YBARRA	RETIREE HEALTH BENEFITS - APR 2023	362787	4/3/2023	220.00
	RETIREE HEALTH BENEFITS			29,085.00
ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING TUITION LONG RIFLE	362788	4/6/2023	552.00
ALDEMCO	CONSUMABLES FOR NUTRITION CENTER FO	362789	4/6/2023	7,203.92
AMAZON	OFFICE SUPPLIES AND ADDITIONAL MEMORY	362790	4/6/2023	1,610.58
CORADO	TRAINING ADV LDG 3DAY CRIMNL INTERD	362791	4/6/2023	586.68
DEPASCALE	TRAINING SLI 7	362792	4/6/2023	468.00
DEVANEY PATE MORRIS & CAMERON LLP	LEGAL SERVICES	362793	4/6/2023	1,625.00
DUPLESSIS	TRAVEL EXPENSE REPORT	362794	4/6/2023	100.84
FIRE ETC	FIRE SAFETY STATION BOOTS/FOOTWR	362795	4/6/2023	8,212.15
FLORES CLARK	REIMBURSEMENT	362796	4/6/2023	541.68
GIL	TRAINING ADV LDG NGMA CONF	362797	4/6/2023	1,278.24
GONZALES	TRAINING ADV SUB CRIS NG TM LDR	362798	4/6/2023	213.18
GUTLAY	TRAINING ADV LODG NGMA CONF	362799	4/6/2023	1,032.00
KIMLEY HORN AND ASSOCIATES INC	CIP 19-19 ROOSEVELT SMART GROWTH	362800	4/6/2023	239.01
L C PAVING & SEALING INC	CIP 19-20 SWEETWATER ROAD BIKEWAY	362801	4/6/2023	193,434.48
LASER SAVER INC	MOP 45725, HY TONER / FINANCE	362802	4/6/2023	130.45



**WARRANT REGISTER # 40
4/6/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	362803	4/6/2023	5,374.37
MIDWEST TAPE, LLC	MIDWEST TAPE/BLU-RAYS/FY23	362804	4/6/2023	1,028.19
NV5 INC	SEWER RATE ASSESSMENT	362805	4/6/2023	236.90
PROJECT PROFESSIONALS CORP	CIP 20-01 P1 SEWER UPSIZING PHASE II - EN	362806	4/6/2023	45,369.92
RUIZ	EDUCATION REIMBURSEMENT	362807	4/6/2023	140.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING ROT	362808	4/6/2023	1,104.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT BASTIDA CABATU	362809	4/6/2023	46.00
SCI CONSULTING GROUP	CANNABIS APPEALS	362810	4/6/2023	2,240.00
SDG&E	GAS BILL	362811	4/6/2023	3,136.42
SEAPORT MEAT COMPANY	FOR FOOD AS NEEDED FOR NUTRITION	362812	4/6/2023	300.55
SHRED-IT	MARCH-2023 MONTHLY SERVICE	362813	4/6/2023	127.29
SMART & FINAL	MOP 45756, PARRA LUNCH /FIRE DEPT	362814	4/6/2023	144.81
SMART SOURCE OF CALIFORNIA LLC	MOP 63845/SMART SOURCE/BUSINESS CARD	362815	4/6/2023	148.44
STAPLES BUSINESS ADVANTAGE	MOP 45704 SENIOR PROGRAMMING CREDIT	362816	4/6/2023	326.89
SULLIVAN, CHRISTOPHER CITY EMPLOYEE	TRAINING CPCA BYND THE BASIC S	362817	4/6/2023	856.23
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY23	362818	4/6/2023	5,639.32
SYSCO SAN DIEGO INC	FOR FOOD AS NEEDED FOR NUTRITION	362819	4/6/2023	2,594.82
THE STAR NEWS PUBLISHING COMPANY	MOP 00291 PUBLIC NOTICE/HOUSING	362820	4/6/2023	412.56
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY CARE FOR CHON	362821	4/6/2023	4,055.14
WOODRUFF, SPRADLIN & SMART APC	RSWA - GENERAL MANAGER MONTHLY	362822	4/6/2023	7,750.00

A/P Total 327,345.06

WIRED PAYMENTS

ADMINSURE INC	WORKERS' COMPENSATION REPLENISH ACCOUNT	115746	4/4/2023	143,249.21
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY 23~ MAR23	916402	4/4/2023	46,964.11
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	932400	4/4/2023	5,706.58
SYSCO	FOOD FOR NUTRITION CENTER	962536	4/4/2023	19,932.65
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	538491	4/5/2023	1,380.00
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	863331	4/6/2023	1,626.67
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	81675	4/7/2023	6,152.76

PAYROLL

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
8	3/21/2023	4/3/2023	4/12/2023	1,379,037.99

SECTION 8 HAPS

<u>Start Date</u>	<u>End Date</u>	
3/24/2023	4/2/2023	1,157,589.89

GRAND TOTAL \$ 3,088,984.92



AGENDA REPORT

Department: Finance
Prepared by: Christopher Nguyen, Accountant
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Warrant Register #41 for the period of 4/7/23 through 4/13/23 in the amount of \$1,708,125.82.

RECOMMENDATION:

Ratify Warrants Totaling \$1,708,125.82

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 4/7/23 - 4/13/23. Consistent with the 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>
Geosnytec Consult	362890	\$151,373.30	CNC Duck Pond Monitoring
BNY Melon	083448	\$1,081,710.32	Pension Obligation Bond Payment

FINANCIAL STATEMENT:

Warrant total \$1,708,125.82

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 41



WARRANT REGISTER # 41
4/13/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACADEMI TRAINING CENTER LLC	TRAINING SHOOT	362823	4/10/2023	2,061.66
ADAMSON POLICE PRODUCTS	PE SUPPLIES	362824	4/10/2023	167.43
ALLSTAR FIRE EQUIPMENT INC	LION CVBM-K7 6.0 OZ NAT PBI MAX V /FIRE	362825	4/10/2023	30,363.00
BEST DEAL NEON SIGNS & BANNERS	MANUFACTURE 2 AWNINGS FOR DOOR	362826	4/10/2023	2,200.00
BOUND TREE MEDICAL LLC	SAFETY GLASSES, PYRAMEX CORTEZ,	362827	4/10/2023	337.19
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES- PW	362828	4/10/2023	272.92
CENTER FOR PUBLIC SAFETY MANAGEMENT	CONSULTING SERVICES - PD STUDY	362829	4/10/2023	1,346.48
CYALUME TECHNOLOGIES, INC	CHEM LIGHTS	362830	4/10/2023	600.95
CYRACOM INTERNATIONAL, INC	MONTHLY TRANSLATION SERVICE	362831	4/10/2023	141.05
ESGIL LLC	PLAN CHECKS FOR FIRE DEPT	362832	4/10/2023	1,773.00
FIRE ETC	ITEM #33961, LA RESCUE LA875 R LONG	362833	4/10/2023	1,558.94
GRAINGER	MOP 65179 GENERAL SUPPLIES- PW	362834	4/10/2023	331.33
HOME DEPOT CREDIT SERVICES	UNBRANDED 3/8 IN. X4FT.X8FT	362835	4/10/2023	932.25
L N CURTIS & SONS	PART #54-21-A02 HONEYWELL / FIRE	362836	4/10/2023	2,018.21
LARRO, DENISE	REFUND FOR STUDENT GRUPO FOLKLORICO	362837	4/10/2023	84.00
LASER SAVER INC	MOP #45725, HP CF226X HY TONER /FIRE	362838	4/10/2023	293.52
MAN K9 INC	MONTHLY TRAINING	362839	4/10/2023	1,706.79
MES CALIFORNIA	434467, SILV-EX PLUS FOAM CONCENTRATE	362840	4/10/2023	1,630.43
MOBILE WIRELESS LLC	NET MOTION	362841	4/10/2023	3,023.00
NATIONAL EMBLEM INC	SHOULDER PATCHES/CHEVRONS/HASH MAR	362842	4/10/2023	658.66
OMNI PACIFIC	HOT TEAM OFFICE	362843	4/10/2023	21,135.33
ORTIZ RAMIREZ, SHEILA	REFUND FOR STUDENT GROUPO FOLKLORIC	362844	4/10/2023	84.00
PRO BUILD COMPANY DIXIELINE LUMBER	MOP 45707 GENERAL SUPPLIES- PW	362845	4/10/2023	1,059.27
PROFESSIONAL SEARCH GROUP LLC	TEAM STAFF	362846	4/10/2023	11,571.60
PROFORCE LAW ENFORCEMENT	TSR HOLSTERS CARTRIDGES	362847	4/10/2023	8,282.13
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	362848	4/10/2023	226.03
RADY CHILDREN'S HOSPITAL SAN D	CHILD SEXUAL ASSAULT TESTING	362849	4/10/2023	1,550.00
ROADONE	MOP 02420 TOWING PD	362850	4/10/2023	180.00
S D COUNTY SHERIFF'S DEPT CONTRACTS	CAL ID	362851	4/10/2023	7,913.00
SAFARILAND, LLC	PE SUPPLIES	362852	4/10/2023	60.90
SAN DIEGO POLICE EQUIPMENT	FEDERAL AMMO	362853	4/10/2023	16,723.01
SHAW INTEGRATED SOLUTIONS	FLOORING FOR 2ND FL	362854	4/10/2023	23,299.20
SMART SOURCE OF CALIFORNIA LLC	BUSINESS LICENSE DECALS FOR FY23	362855	4/10/2023	1,203.14
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	362856	4/10/2023	1,730.11
TEC DURAZO	POST BASIC DISPATCHER COURSE	362857	4/10/2023	125.15
TINOSA INC	PROVIDE CO BTX-II CO SENSOR / FIRE	362858	4/10/2023	1,402.00
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES- PW	362859	4/10/2023	847.16
WILLY'S ELECTRONIC SUPPLY	MISC WIRING	362860	4/10/2023	585.02
ACE UNIFORMS & ACCESSORIES INC	WRK-FP62BK-36X30-BLK:FP62BKDUAL /FIRE	362861	4/13/2023	899.66
ADAMOS	PUBLIC SAFETY DISPATCH SUPERVISOR CO	362862	4/13/2023	777.33
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - APRIL	362863	4/13/2023	784.32
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER	362864	4/13/2023	5,995.39
ALL FRESH PRODUCTS	CONSUMABLES AS NEEDED FOR NUTRITION	362865	4/13/2023	1,307.16
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	362866	4/13/2023	198.00
ASSI SECURITY INC	SECURITY SERVICES FY23-PW/FACILITIES	362867	4/13/2023	3,980.00
BAKER & TAYLOR	BAKER AND TAYLOR/BOOKS/FY23	362868	4/13/2023	2,865.79
BAKER TILLY US, LLP	CONSULTING SERVICES - FACILITIES 03/24/2	362869	4/13/2023	9,000.00



WARRANT REGISTER # 41
4/13/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BNSF RAILWAY COMPANY	BAYSHORE BIKEWAY SEGMENT 5- ENG/PW	362870	4/13/2023	18,549.81
CALIFORNIA DEPARTMENT OF TAX	TO PAY SALES TAX LIABILITY FOR THE PERIO	362871	4/13/2023	773.00
CANON SOLUTIONS AMERICA INC.	CANON PLOTTER MAINT EQUIPMENT APRIL	362872	4/13/2023	80.52
CANON SOLUTIONS AMERICA INC.	CANON PLOTTER EQUIPMENT USAGE APRIL	362873	4/13/2023	19.94
CARDOZA, MATTHEW POLICE DEPT	2022 CHIA CONFERENCE	362874	4/13/2023	142.63
Attn: CDW GOVERNMENT INC	NIMBLE MAINTENANCE RENEWAL	362875	4/13/2023	33,149.72
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	362876	4/13/2023	135.00
CORADO	CRISIS NEGOTIATION CONFERENCE	362877	4/13/2023	134.85
COUNTY OF SAN DIEGO	NATIONAL CITY DUMP BAYSHORE BIKEWAY	362878	4/13/2023	3,399.10
COUNTY OF SAN DIEGO RCS	NEXTGEN REGIONAL COMMUNICATIONS	362879	4/13/2023	8,037.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	362880	4/13/2023	174.00
COZZINI BROS., INC.	KNIFE/DELI SLICER/CAN OPENER SHARPEN	362881	4/13/2023	36.00
DEPASCALE	SHERMAN BLOCK SLI 6	362882	4/13/2023	327.37
DEVINE	REIMBURSMNT, EMT-P EXPENSES,	362883	4/13/2023	1,075.00
D-MAX ENGINEERING INC	NC STORM WATER SERVICES FY22/23	362884	4/13/2023	20,097.94
DUGGER, ANTHONY	CITATION REFUNDS - DECEMBER 2021	362885	4/13/2023	10.00
ESPIRITU	REIMBURSEMNT, RED HELMET TRAINING	362886	4/13/2023	432.77
FEDERAL EASTERN, INTERNATIONAL, LLC	HELMETS AND COMS	362887	4/13/2023	5,589.75
FIRE ETC	FIRE SAFETY STATION BOOTS/FOOTWR	362888	4/13/2023	1,061.13
FISCH	INTERVIEW AND INTERROGATION COURSE	362889	4/13/2023	128.45
GEOSYNTEC CONSULTANTS INC	CNC DUCK POND MONITORING - ENG/PW	362890	4/13/2023	151,373.30
GOVCONNECTION INC	SCANNER	362891	4/13/2023	1,934.89
GRAINGER	MOP 65179 GENERAL SUPPLIES- PW	362892	4/13/2023	1,623.51
HDL COREN & CONE	AUDIT SERVICES - TRANSACTIONS	362893	4/13/2023	244.90
JASSO, LILIA	CITATION REFUNDS - NOVEMBER 2021	362894	4/13/2023	10.00
KREPPS	REIMBURSEMENT, EMT RECERT FOR B KRE	362895	4/13/2023	165.50
LARIOS, SARA	CITATION REFUNDS FEBRUARY 2023	362896	4/13/2023	80.00
LEAGUE OF CALIFORNIA CITIES	2023 LOCAL STREETS AND ROADS NEEDS	362897	4/13/2023	500.00
LONG	CNDA TRAINING	362898	4/13/2023	81.43
LOZANO	DRE CLASSROOM COURSE	362899	4/13/2023	132.26
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES	362900	4/13/2023	326.24
MASTER PERFORMANCE HOSE AUTOMATIVE	MOP 86883 AUTO SUPPLIES	362901	4/13/2023	1,105.49
MIDWEST TAPE, LLC	MIDWEST TAPE/DVDS, BLU-RAYS/FY23	362902	4/13/2023	348.71
MTS	MTS FLAGGING SERVICES / NSD	362903	4/13/2023	150.51
NATIONAL CITY CHAMBER OF COMMERCE	ANNUAL DINNER	362904	4/13/2023	1,500.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL FY23	362905	4/13/2023	340.00
PALMA	INTERVIEW AND INTERRO	362906	4/13/2023	40.00
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362907	4/13/2023	78.74
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362908	4/13/2023	79.00
PRO BUILD COMPANY DIXIELINE LUMBER	MOP 45707 GENERAL SUPPLIES- PW	362909	4/13/2023	968.90
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SERVICE	362910	4/13/2023	4,553.60
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	362911	4/13/2023	708.35
RANDALL LAMB ASSOCIATES INC	CIP 20-20 CNC CIVIC CENTER SERVER ROOM	362912	4/13/2023	718.75
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS FY23- PW/EQUIPMENT	362913	4/13/2023	200.00
SAF COLLISION CENTER	CITY VEHICLE REPAIRS FY23-PW/EQUIPMEN	362914	4/13/2023	862.00
SAKAMOTO	DOMESTIC VIOLENCE INVESTIGATION	362915	4/13/2023	75.70
SAN DIEGO HYDRAULICS	MOP 85005 - AUTO SUPPLIES FLEET FY 23	362916	4/13/2023	95.55



**WARRANT REGISTER # 41
4/13/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO MECHANICAL ENERGY	PUMP STATION MAINTENANCE FY23	362917	4/13/2023	780.00
SAN DIEGO PET SUPPLY	MOP 02975 K9 FOOD	362918	4/13/2023	1,233.01
SASI	MONTHLY TRUST ACCOUNTING	362919	4/13/2023	105.00
SEGAL, MARK	TRAINING ADV SUB ASSRTV SUPRVSN	362920	4/13/2023	406.80
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS	362921	4/13/2023	3,892.08
SMART SOURCE OF CALIFORNIA LLC	BUSINESS CARDS MOP 63845	362922	4/13/2023	2,919.83
SOUTHERN CALIF TRUCK STOP	MOP 45758 AUTO SUPPLIES-PW	362923	4/13/2023	86.57
SPOK INC	SPOK METROCALL PAGING FY23	362924	4/13/2023	2.62
SPRINGER	USE OF FORCE AND DE-ESCALATION	362925	4/13/2023	813.20
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / NSD	362926	4/13/2023	318.79
STARTECH COMPUTERS	STARTECH COMPUTERS MOP FY23	362927	4/13/2023	2,230.87
STATE CONTROLLER DEPARTMENTAL	ANNUAL STREET REPORT 21/22	362928	4/13/2023	3,300.00
STC TRAFFIC INC	CIP 19-90 CITYWIDE TRAFFIC SIGNAL TIMING	362929	4/13/2023	42,582.31
STC TRAFFIC INC	CITYWIDE SPEED SURVEYS - ENG/PW	362930	4/13/2023	17,621.07
SULLIVAN	TRAINING REIM BCMING A CHIEF	362931	4/13/2023	547.73
SWAGIT PRODUCTION LLC	SWAGIT WEBCAST FOR FY23	362932	4/13/2023	11,524.98
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY23 JAN-MAR	362933	4/13/2023	1,431.64
SYSCO SAN DIEGO INC	FOR FOOD AS NEEDED FOR NUTRITION	362934	4/13/2023	3,188.72
THE STAR NEWS PUBLISHING COMPANY	129465 PUBLIC NOTICE	362935	4/13/2023	192.19
TISI, STEPHANIE	CITATION REFUNDS - DECEMBER 2021	362936	4/13/2023	25.00
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES- PW	362937	4/13/2023	66.89
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	362938	4/13/2023	1,480.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY23	362939	4/13/2023	527.08
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY23	362940	4/13/2023	10,426.19
WALTERS	MANAGEMENT COURSE 1,2,3	362941	4/13/2023	104.00
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR FIRE STATIONS	362942	4/13/2023	4,609.69
WETMORES IMPERIAL VALLEY TRUCK & AUTO	MOP 80333 AUTO SUPPLIES- PW	362943	4/13/2023	223.30
WHITE CAP, LP	SAFETY WEARING APPAREL FY23-PW/STREE	362944	4/13/2023	95.11
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY23	362945	4/13/2023	554.12
ZIETLOW, DAVID	REIMBRUSEMENT OF MEDICAL PREMIUMS	362946	4/13/2023	805.08
ALLSTATE SECURITY	ALLSTATE/SECURITY GUARD SERVICES	362947	4/13/2023	2,862.00
AMAZON CAPITAL SERVICES, INC.	AMAZON/MEMORY LAB GRANT/MATERIALS	362948	4/13/2023	9,383.02
BAKER & TAYLOR	BAKER AND TAYLOR/BOOKS/FY23	362949	4/13/2023	1,240.49
BAKER TILLY US, LLP	CITY OF NC - COUNCIL WORKSHOP- 2023	362950	4/13/2023	8,500.00
BILINGUAL DICTONARIES, INC	BILINGUAL DICTIONARIES/ESL GRANT/SUPP	362951	4/13/2023	2,413.88
CSA SAN DIEGO COUNTY	CDBG CSA FAIR HOUSING AGREEMENT	362952	4/13/2023	14,245.50
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES FOR NUTRITION STAFF	362953	4/13/2023	265.24
SANCHEZ MAYO, LESTER AHEAD	CONTRACT INSTRUCTOR PAYMENT FOR BAS	362954	4/13/2023	2,408.00
WSP USA INC	FOCUSED GENERAL PLAN UPDATE	362955	4/13/2023	34,455.73
			A/P Total	624,804.55
WIRED PAYMENTS				
BNY MELON	PENSION OBLIGATION BOND PAYMENT	83448	4/12/2023	1,081,710.32
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	937358	4/14/2023	989.27
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SERVICES BASE FEE - APRIL	838969	4/14/2023	621.68



AGENDA REPORT

Department: Finance
Prepared by: Christopher Nguyen, Accountant
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Warrant Register #42 for the period of 4/14/23 through 4/20/23 in the amount of \$2,550,961.76.

RECOMMENDATION:

Ratify Warrants Totaling \$2,550,961.76

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 4/14/23 - 4/20/23. Consistent with the 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>
Dell Marketing	362973	\$369,627.38	Dell P2422H Monitors
LC Paving & Sealing	362990	\$193,434.48	CIP 19-20 Sweetwater Rd.
Southwest Signal	363026	\$60,334.03	82052, 8053, 82392 Markout Reports
Public Emp Retire	230418	\$294,983.80	Service Period 3/21/23-4/3/23

FINANCIAL STATEMENT:

Warrant total \$2,550,961.76

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 42



**WARRANT REGISTER # 42
4/20/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	POLOS COMMUNITY SERVICES	362956	4/20/2023	4,551.09
AMAZON	SUPPLIES FOR SENIOR PROGRAMMING	362957	4/20/2023	259.62
ASSI SECURITY INC	PROVIDE SECURITY SERVICES FY23	362958	4/20/2023	450.00
BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD	362959	4/20/2023	391.76
BUREAU VERITAS N AMERICA INC	BUREAU VERITAS INSPECTIONS	362960	4/20/2023	39,804.19
CALPELRA	CALPELRA WEBINAR TRAINING	362961	4/20/2023	425.00
CASILLAS	LICENCE REIMBURSEMENT	362962	4/20/2023	53.00
CASTLE	EMPLOYEE REIMBURSEMENT	362963	4/20/2023	844.21
CASTRO MENDOZA, KIARA	CITATION REFUNDS - MARCH 2023	362964	4/20/2023	80.00
CEB	BOOKS	362965	4/20/2023	511.81
CITY OF NATIONAL CITY PETTY CASH	PETTY CASH REPLENISHMENT	362966	4/20/2023	52.32
CLEAN HARBORS ENVIRONMENTAL SERV	HOUSEHOLD HAZARDOUS WASTE	362967	4/20/2023	1,649.40
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	362968	4/20/2023	85.00
COUNTY OF SAN DIEGO OFFICE	AUTOPSY OBERSERVER CLOTHING	362969	4/20/2023	36.00
CROSS CONNECTIONS	PART #BKR5000CMD /FIRE	362970	4/20/2023	10,351.52
CYRACOM INTERNATIONAL, INC	TRANSLATION SERVICE	362971	4/20/2023	110.50
DELGADO, ERICK J	CITATION REFUNDS - MARCH 2023	362972	4/20/2023	10.00
DELL MARKETING L P C O DELL USA L P	DELL P2422H MONITORS/SOUNDBARS/OPTIP	362973	4/20/2023	369,627.38
EAGLE PAVING COMPANY INC	CIP 19-18 NATIONAL CITY BOULEVARD BIKEW	362974	4/20/2023	49,949.47
EL RISK MANAGEMENT, LLC	RFW EL RISK MANAGMENT FOR PORTION	362975	4/20/2023	113.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE - ENG/PW	362976	4/20/2023	21,209.55
EXPERIAN	CREDIT CHECKS	362977	4/20/2023	50.24
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES- PW	362978	4/20/2023	276.01
FIRE ETC	FIRE SAFETY STATION BOOTS/FOOTWR FOR	362979	4/20/2023	2,055.09
FLORES, ARLENE	CITATION REFUNDS - MARCH 2023	362980	4/20/2023	10.00
FON JON PET CARE CENTER	K9 BOARDING LOKI AND TYSON	362981	4/20/2023	1,842.70
GEOSYNTEC CONSULTANTS INC	NCFD COMPLIANCE WORK -ENG/PW	362982	4/20/2023	4,541.37
GRAINGER	MOP 65179 GENERAL SUPPLIES- PW	362983	4/20/2023	629.21
GUTIERREZ, ALICIA	RFW ALICIA GUTIERREZ PORTION OF INSPEC	362984	4/20/2023	116.00
HAAKER EQUIPMENT COMPANY	TOOLS FOR CITY VEHICLE FY23	362985	4/20/2023	102.42
HAMLIN WILLIAMS INC	TEMP SERVICES FOR CLEGG, ONNA	362986	4/20/2023	4,300.00
INNOVATIVE CONSTRUCTION CONSULTING	CIP 19-02 EL TOYON LAS PALMAS	362987	4/20/2023	12,942.00
JJJ ENTERPRISES	REFUND- NEW FIRE ALARM SYSTEM	362988	4/20/2023	421.72
KIMLEY HORN AND ASSOCIATES INC	CIP 21-28 PARADISE WETLAND- ENG/PW	362989	4/20/2023	36,109.19
L C PAVING & SEALING INC	CIP 19-20 SWEETWATER ROAD BIKEWAY	362990	4/20/2023	193,434.48
LASER SAVER INC	MOP 04840 SUPPLIES PD	362991	4/20/2023	2,265.60
LATTIRE	RFW FOR HOTEL AND FOOD CALBO	362992	4/20/2023	480.77
MAN K9 INC	MONTHLY TRAINING	362993	4/20/2023	1,376.00
MAN K9 INC	K9 AND ACADEMY	362994	4/20/2023	20,531.25
MASON'S SAW & LAWNMOWER SERVICE INC	MOP 45729 EQUIPMENT SUPPPLIES	362995	4/20/2023	137.87
MORALES, IGNACIO AND BEATRIZ	FY 23 MORALES LEASE	362996	4/20/2023	2,000.00
NATIONAL CITY CAR WASH	MOP 72454 AUTO SERVICE- PW	362997	4/20/2023	440.00
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES-PW	362998	4/20/2023	161.71
NAVARRO, SERGIO S	CITATION REFUNDS - MARCH 2023	362999	4/20/2023	20.00
NBS	NBS DISTRICT ADMINISTRATION	363000	4/20/2023	1,057.35
NCPOA	REIMB: FOR CRIME STOPPERS TABLE	363001	4/20/2023	375.00
NERI LANDSCAPE ARCHITECTURE	CIP 22-26 EL TOYON PARK PROP 68 GRANT	363002	4/20/2023	45,846.50



**WARRANT REGISTER # 42
4/20/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLY/ FINANCE	363003	4/20/2023	1,165.44
PACIFIC REFRIGERATION INC	SERVICE CALL CHARGE	363004	4/20/2023	524.00
PALOMAR HEALTH	SART FORENSIC EXAM	363005	4/20/2023	4,050.00
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363006	4/20/2023	90.80
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES-PW	363007	4/20/2023	35.01
PC SPECIALISTS INC, TECHNOLOGY	MIS EQUIP	363008	4/20/2023	1,442.45
PC SPECIALISTS INC, TECHNOLOGY	MIS SUPPLIES	363009	4/20/2023	823.24
PC SPECIALISTS INC, TECHNOLOGY	MISC MIS EQUIPMENT	363010	4/20/2023	250.13
POLICE AND FIRE PSYCHOLOGY	PSYCH EXAMS	363011	4/20/2023	1,350.00
PRO BUILD COMPANY DIXIELINE LUMBER	MOP 45707 GENERAL SUPPLIES- PW	363012	4/20/2023	1,525.87
PROANO, ROCKY M	CITATION REFUNDS - MARCH 2023	363013	4/20/2023	25.00
PROJECT PROFESSIONALS CORP	CIP 22-50 CAMACHO GYM DOORS - ENG/PW	363014	4/20/2023	29,186.51
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	363015	4/20/2023	777.04
REGIONAL TASK FORCE ON THE HOMELESS	HMIS CCESS FOR JAN-MAR 2023	363016	4/20/2023	261.75
ROADONE	MOP 02420 TOWING PD	363017	4/20/2023	180.00
S D COUNTY SHERIFF'S DEPT CONTRACTS	TRAINING SHOOT	363018	4/20/2023	400.00
SD COUNTY POLICE CHIEF'S	SD COUNTY POLICE CHIEFS AND SHERIFFS	363019	4/20/2023	104.22
SEGAL, MARK	REIMB: THREAT ASSESSMENT 2023	363020	4/20/2023	125.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES- PW	363021	4/20/2023	269.96
SLADE	EMPLOYEE REIMBURSEMENT	363022	4/20/2023	50.00
SMART SOURCE OF CALIFORNIA LLC	FIELD PROPERTY RECEIPT FORMS	363023	4/20/2023	548.10
SMART SOURCE OF CALIFORNIA LLC	MOP#63845 - BUSINESS CARD	363024	4/20/2023	257.35
SMITH	REIMBURSEMENT, EMT-B EXPENSES	363025	4/20/2023	165.50
SOUTHWEST SIGNAL SERVICE	82052, 82053, 82392 MARKOUT REPORTS	363026	4/20/2023	60,334.03
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	363027	4/20/2023	3,956.34
STC TRAFFIC INC	TRAFFIC SIGNAL AND COMMUNICATION SYS	363028	4/20/2023	4,080.00
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY23 FEB	363029	4/20/2023	112.92
SYMBOLARTS, LLC	3 RETIRED BADGES	363030	4/20/2023	981.07
THE COUNSELING TEAM INTERNATIONAL	PEER SUPPORT	363031	4/20/2023	1,600.00
THE STAR NEWS PUBLISHING COMPANY	THE STAR NEWS PUBLIC NOTICE	363032	4/20/2023	89.69
THOMSON REUTERS WEST PAYMENT	SUBSCRIPTIONS	363033	4/20/2023	607.47
TORRES, AMANDA	RFW FOR AMANDA TORRES FOR DEMOLITIO	363034	4/20/2023	236.60
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES-PW	363035	4/20/2023	1,275.83
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE TYSON	363036	4/20/2023	1,159.93
VISION SERVICE PLAN	APRIL 2023 VISION SERVICE PLAN CA	363037	4/20/2023	1,093.29
VORTEX INDUSTRIES INC	CITYWIDE ON-SITE SERVICE FY23- PW/FACIL	363038	4/20/2023	1,406.25
VULCAN MATERIALS COMPANY CALMAT CO	ASPHALT FY23- PW/STREETS	363039	4/20/2023	808.13
WEST PAYMENT CENTER	INVESTIGATIVE SERVICE MARCH	363040	4/20/2023	1,318.00
WIGGINS	TRAVEL EXPENSE REPORT	363041	4/20/2023	80.00
WILLY'S ELECTRONIC SUPPLY	MOP 00351 SUPPLIES PD	363042	4/20/2023	153.44
HERNANDEZ	TRAINING ADV SUS ASSERTIV SUPRV	363043	4/20/2023	602.77
			A/P Total	955,590.43
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 03/21/23 - 04/3/23	230418	4/18/2023	294,983.80
U S BANK	MONTHLY CREDIT CARD STATEMENT- MARCH	270378	4/19/2023	624.38



**WARRANT REGISTER # 42
4/20/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>			<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PAYROLL						
Pay period	Start Date	End Date	Check Date			
9	4/4/2023	4/17/2023	4/26/2023			1,282,596.97
SECTION 8 HAPS		Start Date	End Date			
		4/10/2023	4/16/2023			17,166.18
			GRAND TOTAL			<u>2,550,961.76</u>



AGENDA REPORT

Department: Engineering
Prepared by: Roberto Yano, Engineer & Public Works Director
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City to extend the wastewater rates adopted for Fiscal Years 2022-2023 through Fiscal Years 2024-2025 with no increase.

RECOMMENDATION:

Adopt the Ordinance titled, “Ordinance of the City Council of the City of National City, California, amending Ordinance No. 2017-2442 extending the wastewater rates adopted for Fiscal Years 2022-2023 to Fiscal Years 2023-2024 and 2024-2025 with no increase.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In December of 2017 the City Council adopted a 5 year wastewater rate study that set rates for Fiscal Years 2019-2023. The Council action did not specifically note that the wastewater rates would continue at that level until a new study was completed. Those rates went through a full proposition 218 notice and were approved. **See table below**

Residential Flat Rates	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
(\$ per month)					
Single Family Residence	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-Family Residence	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22
Non-Residential Rates	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
(\$ per HCF)					
Suspended Solids/ BOD Solids / BOD Strength Category					
Commercial - Low	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium Low	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
Commercial - Medium	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium High	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88

The City consultant performed an analysis of the Fiscal Year 2022-2023 rates together with Fiscal Years 2023-2024 & 2024-2025 anticipated system and treatment needs and projected costs. The analysis confirmed that no rate increase would be needed for the next two fiscal years with available reserves. This is shown in Table B in Exhibit A.

The City of National City does not have its own wastewater treatment plant. National City is a member of the Metro Wastewater Joint Powers Association (JPA), a twelve-member agency, which uses the City of San Diego Treatment Facilities, primarily the Point Loma Treatment Plant located in Point Loma, San Diego. The JPA shares the cost of the operation and maintenance of this plant and related infrastructure. The Point Loma Wastewater Treatment Plant is currently undergoing upgrades and the City of San Diego is also implementing the Pure Water Program which also requires some cost sharing for the infrastructure associated with the treatment of the wastewater generated from the JPA. The City has been monitoring the actual impact on our treatment costs as the Pure Water Program costs have become more certain and these charges have allowed the rates to remain stable for two more years.

The costs for wastewater treatment are more than 60% of the costs for the City's operation and maintenance. Those costs include major capital costs for the City of San Diego's Wastewater Treatment Plants and pump stations, conveyance system operation and maintenance system and the Pure Water Program. During the last rate study the City of San Diego was expecting to pay cash for the capital costs of the Pure Water Program and now it is being funded with loans, therefore the costs for the City have flattened and reserves have been able to be reduced.

Because the rates are not being increased and they are only being extended at the current levels, there is no Proposition 218 notification and only this public hearing needs to be held. Therefore the below table is a summary of the service rates being proposed. Staff will be closely monitoring inflation, construction costs and other system needs and costs over the next two years to assess when to complete the next rate study.

National City Server Services Rates for Fiscal Years 2023-2024 and 2024-2025

Residential Flat Rates (per month)	Existing Fiscal Year 2022-2023 Monthly	Fiscal Year 2023-2024 Monthly	Fiscal Year 2024-2025 Monthly
Single Family Residence	\$ 51.18	\$ 51.18	\$ 51.18
Multi-Family Residence	\$ 39.92	\$ 39.92	\$ 39.92
Mobile Homes	\$ 31.22	\$ 31.22	\$ 31.22

Commercial Variables Rates (per HCF)

Strength Category	Suspended Solids/BOD Strength	Existing Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025
Commercial – Low	< 200 PPM	\$5.25	\$5.25	\$5.25
Commercial - Medium Low	201 to 280 PPM	\$5.66	\$5.66	\$5.66
Commercial - Medium	281 to 420 PPM	\$6.80	\$6.80	\$6.80
Commercial - Medium High	421 to 600 PPM	\$7.95	\$7.95	\$7.95
Commercial – High	> 600 PPM	\$ 9.88	\$ 9.88	\$ 9.88

FINANCIAL STATEMENT:

Extending the existing sewer fees at the rates previously established for Fiscal Year 2022-2023 for two more fiscal years will generate approximately \$11.9 million in revenues in each of those years. The revenues will cover the cost of maintenance and operations of the system and a portion of the anticipated need for capital improvements. Expenditures for capital improvements will require the use of approximately \$3.0 million in Sewer Fund reserves over the two years, but will not cause the reserves to dip below their target levels as set by City Council Policy #201, Maintenance of Reserve Funds. See Exhibit A for further details.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act. Published in The Star News, on City Website and Posted on Bulletin Boards at City Hall.

ORDINANCE:

Proposed ordinance attached titled "Ordinance of the City Council of the City of National City, California, amending Ordinance No. 2017-2442 extending the wastewater rates adopted for Fiscal Years 2022-2023 to Fiscal Years 2023-2024 and 2024-2025 with no increase"

EXHIBITS:

Exhibit A - Rate Study Memorandum

Exhibit B - Ordinance



MEMO

Date: April 27, 2023

To: Roberto Yano, Public Works Director, City of National City

From: Carmen Kasner, Ardurra Group, Inc.

Subject: Wastewater Rate Analysis

The City of National City (City) adopted via the Proposition 218 process, a wastewater rate study in Fiscal Year (FY) 2017 (2016-2017) that set rates for FY2017-2018 through FY2022-2023. This included increases for 5 years ending in FY2023. These rates included increases for each of those years of 9.8% with the anticipation that the financial picture of the wastewater system for the City should stabilize during that time. The actual revenues received from the projected rates matched the model well and costs experienced during this time was also similar. When those rates were established, there was significant uncertainty with the actual costs that would be carried by the City for the cost of the treatment and transportation of wastewater to the City of San Diego. This is due to the Pure Water Program that was being implemented to provide the double benefit of “secondary equivalency” to San Diego’s wastewater customers including National City as well as a significant new potable water supply for the City of San Diego.

The City hired Ardurra Group, Inc. as a subconsultant to Anser Advisors to review expected revenue and expenditures for the next few fiscal years to assess whether a rate increase was needed. We have completed that assessment and note the following key elements of the system needs:

1. The City’s Reserves are much higher than the previous model predicted due to lower costs from Metro during the rate model. Additionally, the amount of money needed for the Metro Cash Flow reserve has significantly dropped since the City of San Diego decided to take out loans for the construction of the Pure Water Program.
2. Inflation will affect the City’s CIP costs and City of San Diego Metropolitan Treatment System (Metro) system costs. Construction costs are currently vastly outpacing inflation, which has increased significantly.
3. Metro costs during the past 5 years have generally been lower than the previous rate model. Their costs over the next 5 years will be significantly more than the previous rate model.
4. No significant changes have occurred in the flow characteristics and distribution of flows or billing classifications in the past 5 years and therefore the current billing structure is appropriate.
5. The City’s CIP budget needs to be increased to address system improvements needed. \$4,000,000 can be budgeted and fit within the current rates.



Based upon our review of these key elements and the current reserves, no increase in rates is needed for the City of National City for FY23-24 or FY24-25 at this time. We will continue to monitor it annually and make recommendations based upon actual expenditures and construction costs.

The below table details the recommended monthly and unit charges.

TABLE A
Annual Sewer Service Charges for FY 2023-2024 & FY 2024-2025*

User Class	Current	2024	2025
Residential: \$ Per Month			
Single Family	\$ 51.18	\$ 51.18	\$ 51.18
Multi-family/Condo	\$ 39.92	\$ 39.92	\$ 39.92
Mobile Homes	\$ 31.22	\$ 31.22	\$ 31.22
Non-Residential: \$ Per HCF			
Commercial - Low	\$ 5.25	\$ 5.25	\$ 5.25
Commercial - Medium Low	\$ 5.66	\$ 5.66	\$ 5.66
Commercial - Medium	\$ 6.80	\$ 6.80	\$ 6.80
Commercial - Medium High	\$ 7.95	\$ 7.95	\$ 7.95
Commercial - High	\$ 9.88	\$ 9.88	\$ 9.88

*Commercial properties have an annual minimum charge of \$374.61 which is equivalent to a mobile home annual charge. Duplexes on a property are charged one single family rate and one multi-family rate.

For the purposes of this memo, references to a specific fiscal year are for the City’s fiscal year ending June 30. To avoid confusion between calendar and fiscal years, the term FY refers to the year beginning July 1 and ending June 30. The current rates were set through FY 2023 and therefore 2023 is considered current.



The below table details the current beginning balance based on the draft ACFR, budgets and projected expenses for the next two years and resulting Fund balance over the recommended target reserves:

TABLE B			
City of National City			
Sewer Utility Long Range Financial Plan			
	Current	Fiscal Year 2023-2024	Fiscal Year 2024-2025
Beginning Balance	\$ 19,357,821	\$ 16,154,651	\$ 15,331,767
Revenue:			
Non-Operating Revenue		\$ -	\$ -
User Fees	\$ 10,847,898	\$ 11,910,000	\$ 11,910,000
Total Revenue	\$ 10,847,898	\$ 11,910,000	\$ 11,910,000
Operations Expenses:			
Collection System Maintenance	\$ 2,185,086	\$ 2,294,340	\$ 2,409,057
Metro and JPA costs -Blended	\$ 6,285,436	\$ 7,438,544	\$ 7,661,700
Total Operations Expenses	\$ 8,470,522	\$ 9,732,884	\$ 10,070,758
Capital Improvement Program:			
Collection System CIP	\$ 5,580,546	\$ 3,000,000	\$ 4,000,000
Total Expenses	\$ 14,051,068	\$ 12,732,884	\$ 14,070,758
Fund Balance Prior to Reserves	\$ 16,154,651	\$ 15,331,767	\$ 13,171,009
Reserve Targets:			
Operations/Cash Flow	\$ 4,235,261	\$ 4,866,442	\$ 5,035,379
Metro Cash Flow	\$ 825,000	\$ 825,000	\$ 825,000
Emergency/Nat. Disaster	\$ 2,107,660	\$ 1,909,933	\$ 2,110,614
Capital Expansion Reserve	\$ 1,270,578	\$ 1,459,933	\$ 1,510,614
Capital Replacement Reserve	\$ 1,270,578	\$ 1,459,933	\$ 1,510,614
Total Recommended Reserves	\$ 9,709,078	\$ 10,521,240	\$ 10,992,220
Fund Balance Over/(Under) Reserve Target	\$ 6,445,573	\$ 4,810,527	\$ 2,178,789



This analysis maintains the City's current reserve policy #201, Amended May 4, 2021, that applies to the sewer fund of which there are five elements:

Sewer Service Fund Operations/Cash Flow Reserve: Between 25& 50% of a single year's budgeted Sewer Service Fund Operating Expenditures.

Sewer Service Fund Metro Cash Flow Reserve: an amount equal to the City's Estimated portion of the projected cash needs for capital costs of the San Diego Metropolitan Sewerage's Wastewater Treatment Program.

Sewer Service Fund Emergency/Natural Disaster Reserve: an amount equal to a minimum of 15% of a single year's budgeted Sewer Service Fund Operating Expenditures.

Sewer Service Fund Capital Replacement Reserve: an amount equal to between 10% & 15% of a single year's budgeted Sewer Service Fund Operating Expenditures.

Sewer Service Fund Capital Expansion Reserve: an amount equal to between 10% & 15% of a single year's budgeted Sewer Service Fund Operating Expenditures.

Background: City of National City

The City provides wastewater service to approximately 17,000 customers within the incorporated area of the City of National City. It owns and operates approximately 100 miles of pipeline, 2,000 manholes, and 2 lift stations. The collection, treatment, and disposal of wastewater in an environmentally safe and efficient manner promotes healthy communities and increases the quality of life for local residents.

The City is responsible for collecting and conveying wastewater flows originating within the City to the City of San Diego's Point Loma Treatment Plant for treatment and disposal. The City's primary goals are operating the sewerage system safely and efficiently while meeting the needs of their customers.

To meet these goals, the City undertakes routine cleaning, inspections, and repairs and rehabilitates its facilities as needed. The wastewater system operates in an area subject to strict regulatory oversight by Federal and State agencies such as the U.S. Environmental Protection Agency (US EPA) and the California State Water Resources Control Board (SWRCB). The City must comply with a multitude of laws including, but not limited to, State Wastewater Discharge Requirements (WDRs). Complying with these regulations and resulting mandates contributes to a large share of the cost burden on the City's system.

Background: City of San Diego Metropolitan Sewage Treatment System

The City is one of thirteen participating agencies (PAs) who send their wastewater to the City of San Diego Metropolitan Sewage Treatment System (Metro) for treatment and disposal. Along with the other PAs the City entered into the Regional Disposal Agreement with San Diego in 1998.



In 2015 the City of San Diego initiated a multibillion-dollar public works project entitled the Pure Water Program which will provide the double benefit of “secondary equivalency” to San Diego’s wastewater customers including National City as well as a significant new potable water supply for the City of San Diego. When the last rate study was completed, there was a lot of uncertainty as to whether the Pure Water Program construction would be funded with cash or with loans. The rates and reserves established by the City in the last rate study included reserves that would have allowed for paying cash for the City’s portion of the cost of the program. Since that time, the City of San Diego has obtained low interest loans for much of the work and thus the reserves needed for the Metro system have greatly reduced and now only include regular Capital Improvement Program projects that are anticipated to be paid for with cash. There for the total dollar of necessary reserves for the City has been reduced.

The construction of the Program is well underway and therefore most of the costs are known, but the City of San Diego has also indicated that there are other inflationary items and potential change orders that will affect the City of San Diego’s projects. An Amended and Restated Regional Wastewater Disposal Agreement between the City of San Diego and the Participating Agencies was adopted in 2018 that updated cost share of this program. Another update is being developed and negotiated that will finalize several elements of that 2018 agreement that were left open. It is anticipated that update will be ready for finalizing in the next 6-12 months. It is not expected that these updates will significantly affect the City’s costs currently projected.

ORDINANCE NO. 2023 -

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AMENDING ORDINANCE NO. 2017-2442 EXTENDING THE WASTEWATER RATES ADOPTED FOR FISCAL YEARS 2022-2023 TO FISCAL YEARS 2023-2024 and 2024-2025 WITH NO INCREASE

WHEREAS, the City of National City (“City”) provides sewer services to approximately 9,000 customers; and

WHEREAS, pursuant to Ordinance No. 2017-2442, adopted by the City Council on December 5, 2017, the City adopted a five-year sewer service fee rate adjustment schedule commensurate with projected Regional Wastewater treatment increases and elected to have sewer service charges collected on the tax roll, as provided by California Health and Safety Code Section 5473 et seq; and

WHEREAS, a study was conducted and determined that the rates approved for Fiscal Year 2022-2023 could be extended to Fiscal Years 2023-2024 & 2024-2025 with no increase; and

WHEREAS, if no increase in wastewater rates are proposed, then Proposition 218 notification is not required and a Public hearing can be held to extend the rates at the same level as previously adopted.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY HEREBY ORDAINS AS FOLLOWS:

Section 1: That the City Council hereby amends Ordinance No. 2017-2442 which established sewer service charges for Fiscal Years 2018-2019, 2019-2020, 2020-2021, 2021-2022, and 2022-2023 and to maintain the rates established for Fiscal Year 2022-2023 for Fiscal Years 2023-2024 and 2024-2025 as set forth in Exhibit “A” of the staff report, which is incorporated herein by reference effective July 1, 2023.

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

Section 3: The City Council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the City council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning and effect to the remaining provisions of this Chapter.

Section 4: The proposed action is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) – general rule; the project is not considered a project under CEQA as there is no possibility that the activity raised by this Ordinance may have a significant impact on the environment; the city currently charges sewer services fees and by this ordinance will extend the existing fee schedule for two years.

Section 5: The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

PASSED and ADOPTED this 16th day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Community Development
Prepared by: Joanne McGhee, Community Services Manager
Meeting Date: Tuesday, May 16, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Temporary Use Permit – Family Cruising Day Events sponsored by the City of National City on June 17, August 12, and September 9, 2023, from 12:00 – 4:00 p.m.

RECOMMENDATION:

Receive staff report and approve the application for a Temporary Use Permit subject to compliance with all conditions of the approval in accordance to the City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On Tuesday, December 6, 2022, City Council unanimously approved to amend City Council Policy No. 802, entitled “City Support for Special Events, Activities, Programs and Services”, Attachment “B” to include “National City Cruising Event(s)”.

On Tuesday, April 4, 2023, the Introduction and First Reading of the Ordinance Amending Title 11 of the National City Municipal Code (NCMC) – Vehicles and Traffic. City Council expressed their support of Assembly Bill 436 as written, to repeal bans and regulations on cruising in California by approving the Letter of Support to Assemblyman David Alvarez office.

On Tuesday, April 18, 2023, City Council voted in favor of the repeal of Chapter 11.68, removing the ban on cruising and effectively making cruising legal within the city.

As part of these policy changes, the City will be hosting Family Cruising Day events in recognition of community outreach and history of cruising in National City. The events will be held on June 17, August 12, and September 9, 2023, from 12pm-4pm. The staging area will be located on “A” Avenue and the Kimball Park parking lot behind City Hall (1243 National City Blvd). Both “A” Avenue and the west side parking lot of Kimball Park will be closed off to through traffic. The actual cruising of vehicles will be exclusive to the #2 lane (closest to the sidewalk) of National City Blvd (NCB), E. Plaza Blvd, Highland Avenue, and E.16th Street creating a continuously loop that begins from City Hall heading north on NCB towards East Plaza Blvd. For further details of the planned cruising route, refer to Exhibit C, however no detours will be implemented and rules of the road will apply for all registered participants of the cruise.

FINANCIAL STATEMENT:

Resources are available to support these City-sponsored events. The costs for holding and staffing these events, including set-up and take-down, and participation by City officials and members of the Police Department are expected to cost less than \$5,000 per event.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Communication and Outreach

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Temporary Use Permit

Exhibit B - Policy 802

Exhibit C - National City Cruising Event Routing and Traffic Detour Plan

Exhibit D - Cost and Conditions of Approval Family Cruising Day



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

Special Event Application

Type of Event

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

Event Name & Location

Event Title Family Cruising Day

Event Location (list all sites being requested) City Hall/A Ave/Kimball Park Parking Lot (Map Attached)

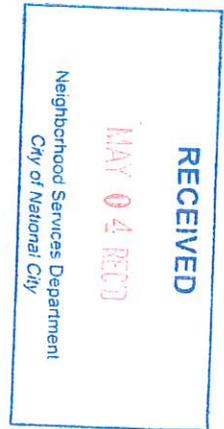
Event Times

Set-Up Starts
Date _____ Time _____ Day of Week _____

Event Starts
Date June 17, August 12 Time September 9 Day of Week 12pm (noon)

Event Ends
Date June 17, August 12 Time September 9 Day of Week 4pm

Breakdown Ends
Date _____ Time _____ Day of Week _____



Applicant Information

Applicant (Your name) Pedro Garcia Sponsoring Organization City of National City

Event Coordinator (if different from applicant) _____

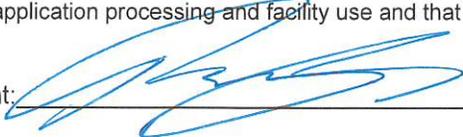
Mailing Address 1243 National City Blvd

Day Phone 619-336-4216 After Hours Phone _____ Cell _____ Fax _____

Public Information Phone _____ E-mail pgarcia@nationalcityca.gov

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 5-4-23

Special Event Application (continued)

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

Fees/Proceeds/Reporting

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

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

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

\$ 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:

Family Cruise event will be the first of its kind for the City. The event will take up the #2 lane of the proposed route down NCB, Plaza, Highland, and 16th. Staging area and event area will be along A Avenue and the Kimball Park parking lot near the library. A Ave. will need to be closed off to through traffic. Dates of the events will be June 17, August 12, and September 9 from 12pm-4pm.

Estimated Attendance

Anticipated # of Participants: 1000 Anticipated # of Spectators: 1000

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): A Avenue and cone off of
the #2 lane for the entire proposed cruising route.

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

Other (explain) The day before each event date.

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) Where needed along the proposed route

Security and Crowd Control

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

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

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

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

Security Director (Name): _____ Phone: _____

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

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

First Aid

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

First aid station to be staffed by professional company. ► Company NCFD

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

Accessibility

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

City streets are all accessible

Elements of your Event

Setting up a stage? Yes No

Requesting City's PA system

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

Applicant providing own stage ► _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

No canopies/tents being set up

Using lighting equipment at your event? Yes No

Bringing in own lighting equipment

Using professional lighting company ▶ Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes No

Using Kimball Park Bowl
Lighting (from _____ to _____)

Using on-site electricity For sound and/or lighting

For food and/or refrigeration

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

For food and/or refrigeration

Vendor Information

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

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

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

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

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

GAS ELECTRIC CHARCOAL OTHER (Specify): _____

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

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

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

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

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

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

▶ Explain services _____

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

▶ Explain type(s) of information _____

No selling or informational vendors at event

Having children activities? Yes No

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

Inflatable bouncer house # _____ Rock climbing wall Height _____

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

Carnival Rides _____ Other _____

Having fireworks or aerial display? Yes No

Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$602.00

Arranging for media coverage? Yes No

Yes, but media will not require special set-up

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

Event Signage

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

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

Yes, we will post signage # _____ Dimensions _____

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

Yes, we will have banners # _____

What will signs/banners say? _____

How will signs/banners be anchored or mounted? _____

Location of banners/signage _____

Waste Management

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

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

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

Contracting with portable toilet vendor. ▶ _____
Company Phone

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

Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) ¹ _____

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

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

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

NPDES-Litter Fence

City to install litter fence

Applicant to install litter fence

N/A

Breaking down set-up the day after the event?

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

No, breakdown will occur on the event day.

How are you handling clean-up?

Using City crews

Using volunteer clean-up crew during and after event.

Using professional cleaning company during and after event.

Miscellaneous

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

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



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Family Cruising Events</u>	
Event Address: <u>1243 National City Blvd</u>	Expected # of Attendees: <u>2000</u>
Event Host/Coordinator: <u>City of National City</u>	Phone Number: <u>619-336-4216</u>

II. Storm Water Best Management Practices (BMPs) Review

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

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

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

Organization: City of National City

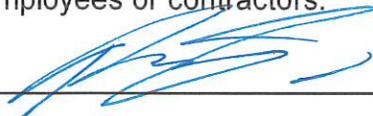
Person in Charge of Activity: Pedro Garcia

Address: 1243 National City Blvd

Telephone: 619-336-4216 Date(s) of Use: 6/17 - 8/12 - 9/9

HOLD HARMLESS AGREEMENT

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

Signature of Applicant: 

Official Title: Economic Development Manager Date: 5-4-23

For Office Use Only

Certificate of Insurance Approved _____ Date _____

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802	
ADOPTED: October 3, 2006	AMENDED: December 6, 2022

BACKGROUND:

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

DEFINITIONS:

1. "SPECIAL EVENT" as defined in Municipal Code Section 15.60.005 means any organized activity conducted for a common or collective purpose, use or benefit which involves the utilization of, or has an impact upon, public property or facilities and the need for providing municipal and public safety services in response to the event.

Examples of Special Events include, but are not limited to:

- a. Parades
 - b. Public concerts and other community cultural events
 - c. Demonstrations
 - d. Circuses
 - e. Fairs and festivals
 - f. Community or neighborhood block parties and street dances
 - g. Mass participation sports (marathons, bicycles races and tours)
 - h. Film making activities
 - i. Public speaker events
2. "CITY SUPPORT" means any City services required to maintain minimal interference and inconvenience to the general public resulting from a Special Event.

City Support includes, but is not limited to:

- a. Special Event permit processing
- b. Police services
- c. Sanitation and cleanup
- d. Maintaining access for emergency vehicles and provision of medical care
- e. Street closures
- f. Use of City Stage, PA equipment and/or Information Trailer

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: December 6, 2022

City Support does not include internal security, crowd control and other services considered the responsibility of the Special Event Sponsor.

3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.
4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.
5. "EVENT ORGANIZER" means any person, group, or corporation assuming responsibility for planning, promoting, and carrying out a Special Event.
6. "CITY MANAGER" means the City Manager or designee.
7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department, deadlines are noted annually. The current City co-sponsorship events list (Attachment "A") are considered grandfathered and will not need to apply annually for approval.
8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

A. Co-Sponsored Events

It is the policy of the City Council that:

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

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1. To the extent that economic conditions and the City's resources allow, the City manager upon City Council notification, may provide reasonable City support of up to \$1,200 per event day to non-profit special events that benefit National City residents, are held wholly within City limits, and which are listed in Attachment "A" and are considered to be City co-sponsored annual events.
2. Any new non-profit applicant (not on Attachment "A") requesting co-sponsorship must apply to be considered for the City co-sponsored event list which will be reviewed annually by the 802 policy committee. The 802 policy committee will recommend changes to the co-sponsored event list only when required on an annual basis (per Section 7 of Definitions- page 2). As a City co-sponsored event, organizations shall prominently place the City's logo in all advertising materials promoting the event and provide space for the City to set up an information booth, per the City Council's discretion.
3. Any new Special Event or TUP applicant not currently on the approved co-sponsored list and requesting fee waivers, may only be considered to have fees waived up to the minimum level of \$500 per event day. Attachments "A" and "B" are the current list of approved co-sponsored and sponsored events respectively. Any new events considering co-sponsorship must apply through the annual process.
4. Any Special Event or TUP application is prohibited from engaging in any political election activities, including but not limited to campaign activities, campaign/political information booths, messaging, banners, or support of any political candidate during any Co-Sponsored event in the City.
5. Any Co-Sponsored organization on the event list that had not held an event in three (3) years shall be withdrawn from the Co-Sponsored list for the following year (Attachment "A").

B. Sponsored Events

It is the policy of the City Council that to the extent economic conditions and the City's resource allow, National City will sponsor and provide community-wide annual events which are listed in Attachment "B". Event fees that are incurred by City departments will be charged against an account designed for that purpose. The City Manager shall notify the City Council of upcoming events on a quarterly basis.

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802	
ADOPTED: October 3, 2006	AMENDED: December 6, 2022

C. Other Events, Activities, Programs and Services

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City Manager may provide City support for a special event conducted by a non-profit organization. City support would be limited to a waiver of permit processing fees and the event must benefit National City residents. Examples include an event where there is insufficient time for Council approval, such as in the event of a catastrophe or an emergency situation. The City Manager shall notify the City Council of any such support on a monthly basis.
2. The City Manager shall charge City costs for any special event of a commercial nature; also, the City Manager shall require organizers of commercial special events to pay the City a negotiated percentage of gross revenues or a flat fee. Such revenues will be deposited into the City's General Fund.
3. Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's Department of Finance (Revenue & Recovery). Failure to provide proof of donation will result in loss of any deposit remitted and may jeopardize future use of City facilities.
4. To the extent economic conditions and the City's resources allow, funding support may be authorized in support of a program, service or activity, other than a special event, when found by the City Council to be of benefit to the community or the City.

Requests must include a specific purpose for the funding (i.e., to pay, in whole or in part, for the purchase or rental of specific supplies or equipment).

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802	
ADOPTED: October 3, 2006	AMENDED: December 6, 2022

D. Documentation of Expenses

A report detailing allowable incurred expenses must be submitted to the Department of Finance, in a format prescribed by the Director of Finance, for a special event, program, service, or activity receiving funding support from the City. The report must be accompanied by documentation, including receipts for all purchases, if requested.

This requirement shall not apply to programs, services, or activities for which the City is underwritten contractual agreement. Any such requirement shall be dictated by the terms of said agreement.

Failure of an organization or individual to provide a proper report and documentation of allowable incurred expenses may result in denial of future funding support requests.

E. El Toyon Park

The use of El Toyon Park for special events is prohibited.

F. Use of Mobile Stage

The mobile stage shall be used only on City parklands, and/or other public property within the limits of National City. Any events outside this purview and requesting use of the City stage must apply through the special event process. The USER of the stage shall be responsible for any damage to the unit resulting from carelessness or misuse.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

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RELATED POLICY REFERENCES:

City Council Policy# 704 - Limitation on City Approved Special Events within the City

City Council Policy# 801 - Field and Facility Rules and Regulations

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: December 6, 2022

ATTACHMENT "A"
NATIONAL CITY CO-SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
National City International Mariachi Festival	National City Chamber of Commerce	March
Granger Jr. High Cultural Fair	Granger Jr. High	Spring
Job Fair	N.C. Chamber of Commerce	Spring
July 4 th Carnival	National City Host Lions Club	July
Mabuhay Festival	Mabuhay Festival	June
Las Palmas 5K and 1 Mile Walk	Las Palmas Elementary School	June
Blood Drive	American Red Cross	June
Auto Heritage Days	N.C. Chamber of Commerce	August
Relay for Life	American Cancer Society	July
Bayside Brew & Spirits Fest	N.C. Chamber of Commerce	September
OneSight Vision Clinic	N.C. Host Lions Club	October
Salute to Navy	N.C. Chamber of Commerce	October
Maytime Band Review	Maytime Band Association	October
Sweetwater High Homecoming	Sweetwater High School	Fall
Community Concert Band Series (up to 4 concerts annually/per year)	N.C. Community Concert Band	Quarterly
Spirit of the Holidays	N.C. Fire Department Local 2744	December
Christmas with Kids	Christmas with Kids	December

Note: Co-sponsored events that reoccur on the same date, or weekend, each year will maintain, "first rights" to their date if the special event permit application is received within five months of the recurring event date. After the five month application deadline, other interested parties will be able to apply. Events scheduled on recurring weekends (such as the J St., 2nd, 3rd, 4th, or 5th weekend of a month) will be defined by the first date of the event is open to the public.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

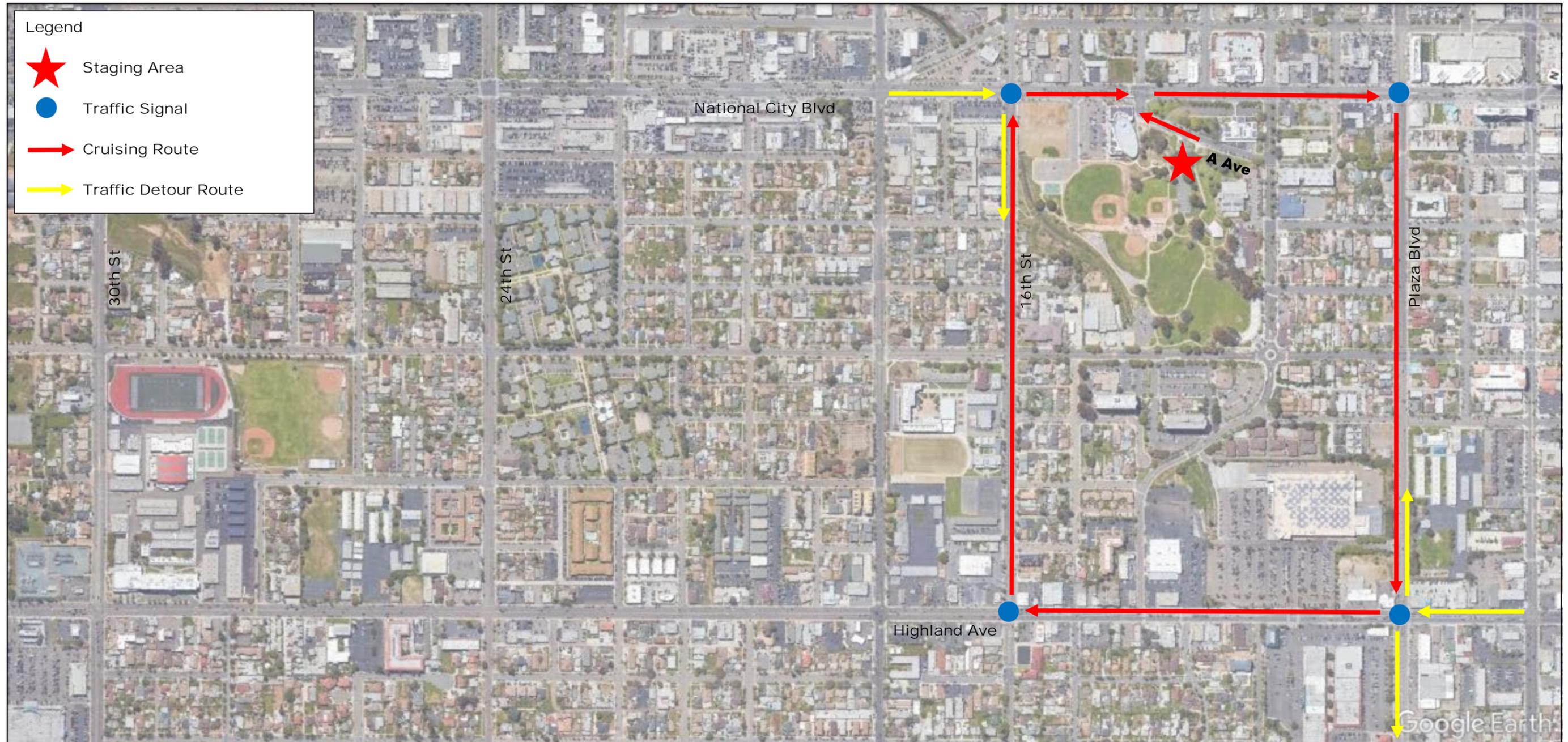
ADOPTED: October 3, 2006

AMENDED: December 6, 2022

ATTACHMENT "B"
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Movies in the Park	Community Services	Summer
NC Gets Active	Community Services	Quarterly
Summer Concerts	Community Services	Summer
Miss. National City Pageant	Community Services	July
National Night Out	Police Department, Community Services, FFA	August
9/11 Remembrance Ceremony	Fire Department	September
Fiestas Patrias	Community Service	September
National City Birthday Celebration	Community Services	September
National City Cruising Event(s)	City Manager's Office	TBD
State of the City	Mayor's Office	Fall
Family Tennis Day	Community Services	October
Annual Volunteer Dinner	Community Services	Fall
Dia de los Muertos	Mayor's Office	Oct/Nov
Veteran's Day	City Manager's Office	November
Turkey Giveaway	Mayor's Office	November
A Kimball Holiday	Community Services	December
Community Service Day	Community Services	April

National City Cruising Event Routing and Traffic Detour Plan
Option 4 – One-Way Loop (NCB-Plaza-Highland-16th) w/ Staging Area behind City Hall at Kimball Park



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

SPONSORING ORGANIZATION: City of National City

EVENT: Family Cruising Day

DATE OF EVENT: June 17, 2023, August 12, 2023 and September 9, 2023

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 []
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	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

Streets Division

This is the cost for the revised plan for posting "NO PARKING" signs on A Ave. and the Zoo parking lot, for setting up & taking down 8 directional signs at key points around the route and closing off A Ave. and opening it up.

1 man for 5 hrs. for posting "NO PARKING" signs = \$419.95 (straight time)

2 men for 4 hrs. O.T. = \$998.40

Truck cost = \$234.00

8 signs w/type 2 barricades = \$29.60

40 "NO PARKING" signs w/type 1 barricades = \$67.05

8 A-FRAMS barricades = \$8.32

Total cost = \$1,757.32

Facilities Division

No comments received

Parks Division

No involvement

POLICE DEPARTMENT

Stipulations by the Police Department for the Family Cruise Day Events are as follows:

1. The police department would like to staff the first event with **4 police officers and 1 sergeant (supervisor)** for the duration of the event.
2. Each officer assigned to the event will receive donning and doffing pay for a total of 4.5 hours for each officer/supervisor.
3. Overtime will be calculated at the loaded overtime rate.

- a. (1) Supervisor: $\$108.68 \times 4.5 \text{ hours} = \489.06
- b. (4) Officers: $\$87.05 \times 18 \text{ hours} = \$1,566.90$

Total Overtime hours: 22.5 hours

*** Since we do not have an accurate account for the total participants, the first event may provide us a better gauge on the proper staffing for future events. At the conclusion of the first event, we may revisit our staffing to make the appropriate adjustments.

Total Cost: \$2,045.96

ENGINEERING

No comments

COMMUNITY SERVICES

No comments received

FINANCE

No comments

COMMUNITY DEVELOPMENT

Planning

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

Building

No comments received

Neighborhood Services

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

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

RISK MANAGER (619) 336-4370

Risk Management has reviewed the application and determined that this is an event that the City of National City sponsored through the Office of the City Manager. As such, there would be no need for additional insurance for this event.

Should there be any participation by individuals from the public in this event, the Department will secure a properly executed Release and Waiver of Liability Declaration by the participants and/or parent(s) of the minor participants before being allowed to participate in said event.

FIRE (619) 336-4550

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

- 1) Access through all streets and avenues to be made available for access of emergency service vehicles at all times
- 2) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s). Participants on foot are to move immediately to the sidewalk upon approach
- 3) General first aid if required for the event has to be provided by event. National City Fire Department is for 911 style emergencies only
- 4) Fire Hydrants shall not be blocked or obstructed.
- 5) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only



CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: Council Member Rodriguez

Today's Date: Thursday, May 5th 2023

Is this matter considered Time-Sensitive by another entity deadline? No

WRITTEN REQUEST

I, Council Member Rodriguez, hereby request amending City Council Policy 104; XIV Procedural Matters, E (Proclamations).

Modify: Section 2 (a)(b)(c)

- (a) Requests for proclamations can be made by any Council Members' Office
- (b) The Mayor and Councilmember filing the request will determine the language used in the proclamation, the Mayor will then direct his or her staff member to prepare the proclamation and the proclamation will be issued with all of the Council Member signatures.
- (c) Upon receipt of the draft proclamation language, the Mayor and Councilmember filing the request will direct the City Manager to place the item on a meeting agenda depending on the nature and time-sensitive nature of the request.



CITY COUNCIL ITEM REQUEST

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Requesting Member of City Council: Council Member Rodriguez

Today's Date: Tuesday, May 9th 2023

Is this matter considered Time-Sensitive by another entity deadline? No

WRITTEN REQUEST

I, Council Member Rodriguez, hereby request the creation of Ad Hoc Committees comprised of 2 National City Elected Representatives to work with staff and provide recommendations to the entire City Council.

- 1) Housing
- 2) Permitting
- 3) City Sponsored Events
- 4) Environmental
- 5) Police