

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



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, FEBRUARY 19, 2019 – 6:00 PM**

ALEJANDRA SOTELO-SOLIS
Mayor

RON MORRISON
Vice Mayor

JERRY CANO
Councilmember

GONZALO QUINTERO
Councilmember

MONA RIOS
Councilmember

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

*Meeting agendas and
minutes available on web*

WWW.NATIONALCITYCA.GOV

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

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

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

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

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

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

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City Recognizes American Heart Association Month](#)
2. [National City Celebrates Lunar New Year and the 30th Anniversary of Chan Dong Oriental Supermarket](#)

AWARDS AND RECOGNITIONS

3. [Introduction of New Employee - Robert Meteau, Director of Human Resources. \(City Manager\)](#)

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

4. [Swearing-In \(Ceremonial\) of Newly Appointed Councilmember Gonzalo Quintero. \(City Clerk\)](#)

CONSENT CALENDAR

5. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
6. [Approval of the Minutes of the Special Meetings of the City Council of the City of National City of May 8, 2018 and May 29, 2018. \(City Clerk\)](#)
7. [Resolution of the City Council of the City of National City ratifying the acceptance of an augmentation to the California Library Literacy Services \(CLLS\) Grant in the amount of \\$28,974 for the National City Library's Fiscal Year 2018-19 Literacy Program, increasing the total grant amount from \\$18,000 to \\$46,974; and authorizing the establishment of an](#)

- additional \$28,974 Library Grants Fund appropriations and a corresponding revenue budget. (Library)
8. Resolution of the City Council of the City of National City authorizing the City Manager to execute Standard Agreement No. 18-T4572 with the California Department of Toxic Substances Control (DTSC) for an amount not to exceed \$76,934 to provide oversight for environmental remediation of the Westside Transit-Oriented Development (WI-TOD) / Paradise Creek Park project site. (Engineering/Public Works)
 9. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute Program Supplement Agreement (PSA) No. S18 with the State of California Department of Transportation (Caltrans) for the Euclid Avenue Bicycle and Pedestrian Enhancements Project to allow for reimbursement of up to \$3,335,000 in eligible project expenditures through the State Active Transportation Program (ATP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$3,335,000 and corresponding revenue budget. (Engineering/Public Works)
 10. Resolution of the City Council of the City of National City: 1) awarding a contract to Portillo Concrete, Inc. in the amount of \$290,575 for the Harbison Avenue Road Diet Project, (CIP No. 18-17); 2) authorizing a 15% contingency in the amount of \$43,586.25 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
 11. Temporary Use Permit – National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 2, 2019 with no waiver of fees. (Neighborhood Services)
 12. Investment transactions for the month ended October 31, 2018. (Finance)
 13. Investment transactions for the month ended November 30, 2018. (Finance)
 14. Warrant Register #28 for the period of 01/02/19 through 01/08/19 in the amount of \$446,245.08. (Finance)
 15. Warrant Register #29 for the period of 01/09/19 through 01/15/19 in the amount of \$1,777,456.39. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

16. Resolution of the City Council of the City of National City authorizing various fiscal year 2019 mid-year budget adjustments. (Finance)

NEW BUSINESS

17. [Notice of Decision – Planning Commission approval of a Conditional Use Permit and Coastal Development Permit for the off-site sale of beer and wine at an existing gas station convenience store located at 3230 National City Boulevard in the Coastal Zone. \(Applicant: National City Gas and Car Wash, Inc.\) \(Case File 2018-27 CUP\) \(Planning\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - March 5, 2019 - 6:00 p.m. - Council Chamber - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Recognizes American Heart Association Month](#)
Please scroll down to view the backup material.

Item # ____
02/19/19

National City Recognizes American Heart Association Month

Proclamation Forthcoming

The following page(s) contain the backup material for Agenda Item: [National City Celebrates Lunar New Year and the 30th Anniversary of Chan Dong Oriental Supermarket](#)

Please scroll down to view the backup material.

Item # ____

02/19/19

**National City Celebrates Lunar New Year and the
30th Anniversary of Chan Dong Oriental Supermarket**

Proclamation Forthcoming

The following page(s) contain the backup material for Agenda Item: [Introduction of New Employee - Robert Meteau, Director of Human Resources. \(City Manager\)](#)
Please scroll down to view the backup material.

Item # ____
02/19/19

Introduction of New Employee
Robert Meteau, Director of Human Resources

(City Manager)

The following page(s) contain the backup material for Agenda Item: [Swearing-In \(Ceremonial\) of Newly Appointed Councilmember Gonzalo Quintero. \(City Clerk\)](#)
Please scroll down to view the backup material.

Item # ____
02/19/19

**SWEARING-IN (CEREMONIAL) OF NEWLY APPOINTED
COUNCILMEMBER GONZALO QUINTERO.**

(City Clerk)

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

Please scroll down to view the backup material.

Item # ____
02/19/19

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Special Meetings of the City Council of the City of National City of May 8, 2018 and May 29, 2018. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
02/19/19

**APPROVAL OF THE MINUTES OF THE
SPECIAL MEETINGS OF THE CITY COUNCIL OF
THE CITY OF NATIONAL CITY OF MAY 8, 2018
AND MAY 29, 2018.**

(City Clerk)

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

BUDGET WORKSHOP / FISCAL YEAR 2019 BUDGET PRESENTATION

May 8, 2018

The Special Meeting of the City Council of the City of National City was called to order at 5:06 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Morris-Jones, Parra, Raulston, Roberts, Rodriguez, Vergara, Williams.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENT

Alicia Sanchez, National City, spoke in support of continued funding for amortization.

Larry Emerson, National City, encouraged the City to take full advantage of available funding for electric vehicle purchases and discussed pending State legislation for transportation and infrastructure funding.

INTRODUCTION

City Manager Leslie Deese gave opening remarks and outlined the order of presentations that would be made by City Staff.

PRESENTATIONS

Staff Presentations were made by Deputy City Manager Brad Raulston, Finance Director Mark Roberts, Economic Development Specialist Megan Gamwell, and City Engineer Steve Manganiello, on the below listed topics.

- Fiscal Year 2018 3rd Quarter Review
- Fiscal Year 2019 Preliminary Budget
 - a. General Fund Budget Summary
 - b. Total Budget Summary
 - c. Significant Budgetary Impacts
 - d. Other Potential Impacts
 - e. Capital Improvement Program
- Future Impacts
- Next Steps
- Closing Comments & Request for Direction

NOTE: All presentation materials are attached as Exhibit "A"

CITY COUNCIL COMMENTS AND DIRECTION

Member Cano suggested highlighting the budget deficit so that it is focused on more closely.

Member Sotelo-Solis expressed her support for continued funding of at least \$50,000 for amortization; Option A regarding the nutrition and Aquatic centers; pursuing Economic Development projects similar to Plaza Mexico in Los Angeles; looking into the City's fee, and taking a long term look at cannabis issues.

Member Mendivil expressed his support and encouragement for continuing efforts in areas dealing with Economic Development.

Member Rios expressed support for Option No. 1 for the five-year Capital Improvement Program (CIP) budget regarding vehicle fleet funding, the proposal regarding operation of the Aquatic Center and Economic Development efforts to attract businesses.

Mayor Morrison suggested the possibility of increased Paramedic service to decrease use of fire trucks, supported the need to pursue different revenue sources due to declining retail sales, encouraging a mixture of housing choices in the City and being business friendly. Mayor Morrison said he would like to eliminate the \$50,000 funding for the Chamber of Commerce.

City Attorney Morris-Jones suggested a second Budget Workshop be held on May 29th to take action and give direction on the specific items that were discussed.

CLOSED SESSION

Members retired into Closed Session at 7:29 p.m.

Conference with Legal Counsel – Threatened Litigation
Threat of Litigation Pursuant to Government Code Section 54956.9(d)(2)
One Potential Case

The meeting reconvened at 7:34 p.m. All members were present.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that the City Council gave authorization to take action as recommended by a 4 to 0 vote with one member absent.

ADJOURNMENT

Motion by Sotelo-Solis, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, May 15, 2018 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

Next Regular City Council Meeting: Tuesday, May 15, 2018, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

ADJOURNMENT (cont.)

The meeting closed at 7:35 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of February 19, 2019.

Mayor

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

BUDGET WORKSHOP / FISCAL YEAR 2019 PRELIMINARY BUDGET

May 29, 2018

The Special Meeting of the City Council of the City of National City was called to order at 5:08 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Morris-Jones, Parra, Raulston, Roberts, Rodriguez, Vergara, Williams.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PRESENTATIONS

Staff Presentations were made by Director of Finance Mark Roberts and Budget Analyst Yen Kelly on the below listed topics:

- Summary of May 8, 2018 Preliminary Budget Workshop
- Review of Deficit Reduction Measures

NOTE: All presentation materials are attached as Exhibit "A".

PUBLIC COMMENTS

Gary Fenelli, San Diego, Mile of Cars Association President, spoke in support to approve the Chamber of Commerce grant.

Paul Herman, on behalf of Pedro Anaya, National City, addressed comments to Vice Mayor Mendivil by speaking in support of the continued partnership between the City and the Chamber of Commerce.

Jacqueline Reynoso, Chamber of Commerce, shared data points from the last Budget meetings and read into the record, a letter from Jacqueline Marquez who is representing Michelle Reynoso at Reynoso Law, regarding the budget cuts, lack of fiscal support and the negative effects it will have on small businesses. A copy of the letter is on file in the Office of the City Clerk.

Carla Holland, Chamber of Commerce, spoke on the Permit Process Improvement Task Force and requested that the City take a proactive approach to their recommendations with a top priority placed on expedited permits for a fee.

CITY COUNCIL ACTION

Motion by Sotelo-Solis, seconded by Rios, to move forward with staff recommendations for Fiscal Year 2018 as recommended on Slide 7 as recommended with the contributions and special payments. Motion did not carry.

Substitute motion made by Mendivil, seconded by Morrison, to approve the budget as presented by staff with the contributions and special payments, minus the \$50,000 going to the Chamber of Commerce. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

ADJOURNMENT

Motion by Mendivil, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – June 19, 2018 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Next Regular City Council Meeting: Tuesday, June 19, 2018, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

The meeting closed at 5:57 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of February 19, 2019.

Mayor

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City ratifying the acceptance of an augmentation to the California Library Literacy Services \(CLLS\) Grant in the amount of \\$28,974 for the National City Library's Fiscal Year 2018-19 Literacy Program, increasing the total grant amount from \\$18,000 to \\$46,974; and authorizing the establishment of an additional \\$28,974 Library Grants Fund appropriations and a corresponding revenue budget. \(Library\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO. |

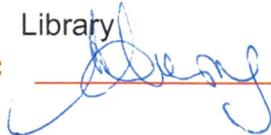
ITEM TITLE:

Resolution of the City Council of National City ratifying the acceptance of an augmentation to the California Library Literacy Services (CLLS) Grant in the amount of \$28,974 for the National City Library's Fiscal Year 2018-2019 Literacy Program, increasing the total grant amount from \$18,000 to \$46,974; and authorizing the establishment of Library Grants Fund appropriations and a corresponding revenue budget. (Library)

PREPARED BY: M. Duong

DEPARTMENT: Library

PHONE: 619-470-5882

APPROVED BY: 

EXPLANATION:

In August 2018, the Library was awarded a CLLS grant in a baseline amount of \$18,000 to fund the Library's FY2018-19 Literacy Program. This augmentation of \$28,974 represents the final payment from the California State Library to National City Library and is based on a formula that takes into account the following:

- a *per capita* amount per adult learner served in the previous year 2017-18
- a *match* on local funds earmarked for adult literacy services and established by a Community Development Block Grant in the amount of \$52,000, which the City Council awarded to the Library for FY2018-19 by Resolution No. 2018-68 on May 1, 2018.

With this final payment, the amount of CLLS Grant awarded to National City Library for its FY2018-19 Literacy Program is \$46,974.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

320-31339-3463	\$28,974	Matching funds of \$52,000 from the Community Development Grant Fund authorized by City Council by Resolution No. 2018-68 on May 1, 2018 are appropriated and available.
320-431-339-*	\$28,974	

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

Approved by the Library Board of Trustees on February 6, 2019.

ATTACHMENTS:

1. Copy of original Letter of Award
2. Award Letter for second installment payment
3. Resolution 2018-68 for CDBG award for FY2018-19 (May 1, 2018)
4. Resolution



August 15, 2018

Minh Duong, City Librarian
National City Public Library
1401 National City Boulevard
National City, CA 91950-3314

minh.duong@nationalcitylibrary.org

Dear Ms. Duong:

We're happy to provide funds for the fiscal year that began July 1, 2018 to support your California Library Literacy Services program and the important work you, your staff and volunteers do in your community.

The recently signed state budget continues California Library Literacy Services funding at \$4.82 million and adds \$2.5 million for family literacy.

At this time, we're providing the \$18,000 baseline amount for your program. The remainder will be sent in the fall after a review of the Final Report you submit to us in September.

There are three parts to the library's [funding formula](#):

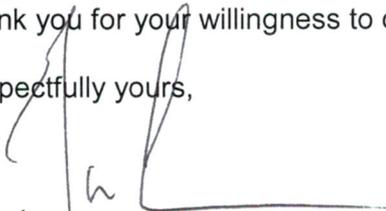
1. A *baseline* amount (\$18,000) for each approved literacy program to provide libraries with the funding needed to deliver a minimum level of local literacy staffing and services;
2. A *per capita* amount per adult learner served in the previous year; and
3. A *match* on local funds raised and expended for adult literacy services—reflecting a commitment to a continuing state/local partnership and providing an incentive for increased local support for adult literacy.

The payment process begins once we receive your signed Claim Form (attached). Please direct any questions to: Andrea Freeland @ 916.651.3191 and/or andrea.freeland@library.ca.gov.

NOTE: All claims must be completed and signed in both places and all claims must be mailed to Fiscal Office – must have original signatures to process claims.

Thank you for your willingness to do so much for so many people in need.

Respectfully yours,


Greg Lucas
California State Librarian

cc: Matthew Boatman, Literacy Coordinator (via email: matthew.boatman@nationalcitylibrary.org)
File
Enc.: Claim Form



January 10, 2019

Minh Duong, City Librarian
National City Public Library
1401 National City Boulevard
National City, CA 91950-3314

minh.duong@nationalcitylibrary.org

Dear Ms. Duong:

I'm pleased to enclose a claim form for the remainder of your California Library Literacy Services funding for the 2018-2019 fiscal year.

This **final, second payment** of your total allocation for the fiscal year that began July, 2018 is based on:

- A *per capita* amount per adult learner served at your library during the previous fiscal year.
- A *match* on local funds raised and expended for adult literacy services at your library during the fiscal year that ended June 30, 2018.

Earlier this year you received a baseline for your literacy program. The baseline reflects the importance of each library having enough funds to provide local literacy staffing and service.

Below is a re-cap of your total California Library Literacy Services funding for the current program year:

Baseline Adult Literacy Services:	\$18,000 (amount previously claimed)
Final Payment (Per Capita & Match):	\$28,974 (amount to be claimed now)
GRAND TOTAL FOR 2018/19:	\$46,974

Changes in your funding from last year are based on an increase or decrease in the number of adult learners you served, and/or an increase or decrease in the amount of local funds expended on adult literacy last year.

We'll initiate the payment process upon receipt of your signed claim form, which is attached. This final payment will be processed after all reporting requirements from the prior fiscal year have been received, all adjustments made and unexpended monies returned.

The following specific issues or observations are being made about your final report:

None

Please mail the signed claim form to: **California State Library
Fiscal/Local Assistance
P.O. Box 942837
Sacramento, CA 94237-0001**

The attached forms require your signature and serve two purposes:

1. Requests to claim the funds and have a check sent to you
2. Certifies that your library will use the funds for the purpose intended; and

In January, you'll be asked to revise your literacy budget for the 2018-2019 fiscal year utilizing the actual total allotment from the State Library shown in this award letter. The budget that you submitted with your application earlier this year was based on projections. Your revised budget should reflect updated information and more accurate figures than you had at the time of application.

You'll be asked to report electronically after the close of the fiscal year. Library literacy services staff will provide more details on this process. If you need a copy of your most recent final report and/or application, please contact Andrea Freeland at andrea.freeland@library.ca.gov.

PLEASE REMEMBER THAT

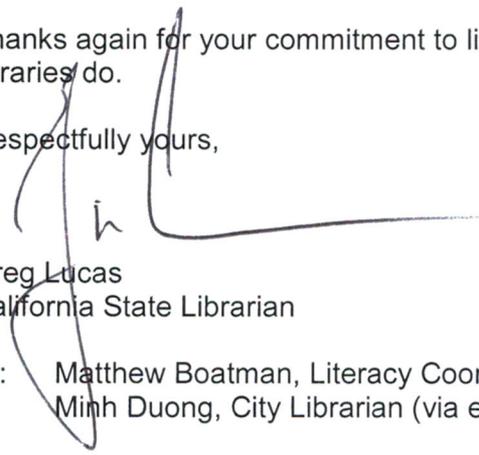
**ALL STATE FUNDS MUST BE EXPENDED OR ENCUMBERED BY JUNE 30, 2019
OR RETURNED TO THE STATE.**

Should you have additional questions regarding the new funding and/or reporting process, please contact:

Natalie Cole (916) 651-0985 or natalie.cole@library.ca.gov
Andrea Freeland (916) 651-3191 or andrea.freeland@library.ca.gov

Thanks again for your commitment to literacy. It's one of the most transformative and successful things libraries do.

Respectfully yours,


Greg Lucas
California State Librarian

cc: Matthew Boatman, Literacy Coordinator (via email: matthew.boatman@nationalcitylibrary.org)
Minh Duong, City Librarian (via email: minh.duong@nationalcitylibrary.org)

Enc.: Claim Form
Certification Form

PLEASE COMPLETE AND RETURN THIS PAGE

Claim Form

**State of California
California Library Literacy and English Acquisition Services (CLLS)**

**California Education Code; Section 18880-18883
Budget Citation Chapter 29 - Budget Item 6120-213-0001**

Fiscal Year: 2018-2019		
Reporting Structure: 61202000	COA: 5432000;	Approp. Ref: 213
Purchasing Authority Number: CSL-6120	Category: 84121600	Program #: 5312

FOR PAYMENT OF CALIFORNIA LIBRARY LITERACY SERVICES GRANT

Amount Claimed – Final Installment - **\$28,974**

National City Public Library

claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Warrant to be issued for payment to the library to be addressed to:

***National City Public Library, 1401 National City Blvd, National City, CA 91950-4401**

(Authorized agency to receive, disburse and account for CLLS funds)

I hereby certify under penalty of perjury: that the library named above shall use their allowance solely for the purposes indicated in their CLLS application and in Sections 18880-18883 of the California Education Code.

Official Representative or Fiscal Agent (Signature Required)

Title

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – CLLS
P. O. Box 942837
Sacramento, CA 94237-0001

State Library Local Assistance Office Use Only

STATE OF CALIFORNIA, State Library Fiscal Office

By _____
State Library Representative

Approval by State:

CLLS \$ _____

Date: _____

*The warrant address must match that on file in FiSCal. If you need to change the authorized library name and/or address, please contact Colette Moody, CSL Fiscal Office (Colette.Moody@library.ca.gov)

PLEASE COMPLETE AND RETURN THIS PAGE

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

National City Public Library

SIGNED

DATE

Signature - Authorized representative

Typed/Printed Name and Title of Authorized Representative

Email address of authorized representative

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – CLLS
P. O. Box 942837
Sacramento, CA 94237-0001

RESOLUTION NO. 2018 – 68

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT FISCAL YEAR 2018-2019 ENTITLEMENT GRANT FUNDS,
PROGRAM INCOME, AND FUNDS REMAINING FROM COMPLETED
PROJECTS TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND
HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ACTIVITIES
PROPOSED FOR THE FISCAL YEAR 2018-2019 ACTION PLAN

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

WHEREAS, in accordance with the federal regulations at 24 CFR, Part 91, the City is required to prepare and submit an Annual Action Plan for Housing and Community Development Programs funded by CDBG and HOME; and

WHEREAS, HUD requires that all CDBG and HOME Program entitlement communities, such as the City of National City, hold at least two public hearings and a 30-day public comment period to solicit input on the 2018-2019 Annual Action Plan; and

WHEREAS, the City Council conducted a duly advertised public hearing on March 20, 2018 and May 1, 2018, to receive input from the public; and

WHEREAS, the 30-day comment period for the 2018-2019 Annual Action Plan occurred from March 30, 2018 to April 29, 2018; and

WHEREAS, the City will incorporate public comments received into the final submission of said Plans within 60 days after the date allocations are announced by HUD and no later than August 16, 2018 (whichever comes first); and

WHEREAS, HUD released entitlement appropriations to the City for Fiscal Year 2018-2019 in the amount of \$817,539.00 for CDBG and \$347,817.00 for the HOME Program which have been used to determine the Annual Action Plan activities to consider for funding identified in Exhibit “A”; and

WHEREAS, staff has identified and verified the availability of \$64,148.06 in CDBG funds remaining from previous year projects that have been completed to supplement the funding of activities in Fiscal Year 2018-2019 Annual Action Plan as listed on the attached Exhibit “A”; and

WHEREAS, staff has also identified and verified program income received from the CDBG Program in the amount of \$2,565.70 and \$151,574.14 for the HOME Program to further supplement the funding of activities in the Fiscal Year 2018-2019 Annual Action Plan as listed in the attached Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the reallocation of \$64,148.06 in CDBG funds remaining from completed projects.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the allocation of \$2,565.70 in CDBG Program income and \$151,574.14 in HOME Program income to supplement the funding of activities specified in the Fiscal Year 2018-2019 Annual Action Plan, as set forth in Exhibit "A".

BE IT FURTHER RESOLVED that the City Council authorizes the submission of the Fiscal Year 2018-2019 Annual Action Plan for the expenditure of said funds to the U.S. Department of Housing and Urban Development.

BE IT FURTHER RESOLVED that City Manager is hereby authorized to execute the final submission of the Fiscal Year 2018-2019 Annual Action Plan, certifications, and agreements required by HUD for the full implementation of the activities funded under said Plan.

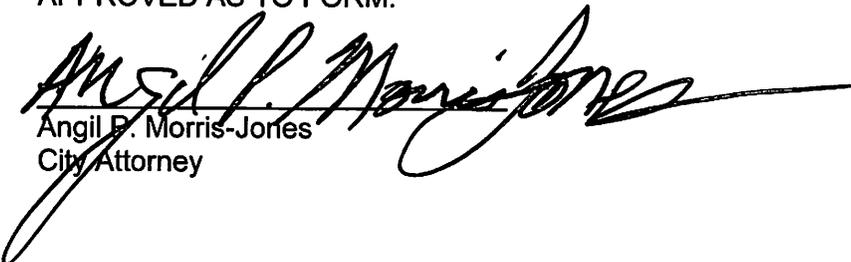
PASSED and ADOPTED this 1st day of May, 2018.


Ron Morrison, Mayor

ATTEST:


Michael R. Dalla, City Clerk

APPROVED AS TO FORM:


Angil E. Morris-Jones
City Attorney

**FY 2018-2019 City of National City
Community Development Block Grant and
HOME Investment Partnerships Program
Action Plan Funding (FINAL)**

CDBG Entitlement:	\$817,539.00	HOME Entitlement:	\$347,817.00
CDBG Program Income 2018:	\$2,565.70	HOME Program Income 2018:	\$151,574.14
CDBG Reallocation:	\$64,148.06	Total HOME funds available	\$499,394.14
Total CDBG funds available:	\$884,252.76		

#	Applicant Name	Program Name	Funding (FINAL)
Community Development Block Grant (CDBG) Program			
Public Service Funds			
1	Community Services Department	Casa de Salud Youth Afterschool Program	\$ 34,000.00
2	National City Public Library	Literacy Services Program	\$ 52,000.00
3	Police Department (Sponsoring South Bay Community Services)	NCPD Support Service: Domestic Violence Response Team	\$ 20,000.00
4	Community Services Department	Tiny Tots	\$ 16,160.00
Public Service Total:			\$ 122,160.00
Non-Public Services Funds			
5	Housing & Economic Development	Housing Inspection Program	\$ 114,632.46
6	Fire Department	Fire Station 34 Section 108 Loan Payment FY 2018 - 2019	\$ 483,952.50
Non-Public Service Total:			\$ 598,584.96
Planning and Administration Funds			
7	Housing & Economic Development	CDBG Program Administration	\$ 128,507.80
8	Housing & Economic Development (Sponsoring CSA San Diego County)	Fair Housing and Tenant-Landlord Education	\$ 35,000.00
Planning & Admin Total:			\$ 163,507.80
CDBG Total:			\$ 884,252.76
HOME Investment Partnerships (HOME) Program			
Project Funds			
9	Housing & Economic Development (Springboard CDFI)	First-Time Homebuyer Program	\$ 397,279.48
10	Housing & Economic Development	CHDO Set-aside	\$ 52,172.55
Total:			\$ 449,452.03
Planning & Administration Funds			
11	Housing & Economic Development	HOME Program Administration	\$ 49,939.11
HOME Total:			\$ 499,391.14

Passed and adopted by the Council of the City of National City, California, on May 1, 2018 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California

MICHAEL R. DALLA
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2018-68 of the City of National City, California, passed and adopted by the Council of said City on May 1, 2018.



Michael R. Dalla
City Clerk of the City of National City, California

By: _____
Deputy

RESOLUTION NO. 2019 --

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE ACCEPTANCE OF AN AUGMENTATION TO THE CALIFORNIA LIBRARY LITERACY SERVICES GRANT IN THE AMOUNT OF \$28,974 FOR THE NATIONAL CITY LIBRARY'S LITERACY PROGRAM FOR FISCAL YEAR 2018-19, INCREASING THE TOTAL GRANT AMOUNT FROM \$18,000 TO \$46,974; AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION AND A CORRESPONDING REVENUE BUDGET

WHEREAS, in August 2018, the Library was awarded a California Library Literacy Services (CLLS) grant for the baseline amount of \$18,000 to fund the Library's Fiscal Year 2019 Literacy Program; and

WHEREAS, the California State Library has augmented the original grant by \$28,974; and

WHEREAS, the \$28,974 augmentation to the grant is based on a formula that takes into account the per capita amount per adult learner served in Fiscal Year 2018, and a match of local funds earmarked for adult literacy services established by a Community Development Block Grant in the amount of \$52,000, which the City Council awarded to the Library for Fiscal Year 2019 by Resolution No. 2018-68 on May 1, 2018; and

WHEREAS, the augmentation of \$28,974, brings the total amount of the CLLS Grant awarded to the National City Library for its Literacy Program to \$46,974.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby ratifies the acceptance of a \$28,974 augmentation to the California Library Literacy Services grant for Fiscal Year 2019 for the National City Library's Literacy Program, increasing the total grant amount from \$18,000 to \$46,974.

BE IT FURTHER RESOLVED that the City Council authorizes an additional Library Grants Fund appropriation and a corresponding revenue budget in the amount of \$28,974.

PASSED and ADOPTED this 19th day of February, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the City Manager to execute Standard Agreement No. 18-T4572 with the California Department of Toxic Substances Control \(DTSC\) for an amount not to exceed \\$76,934 to provide oversight for environmental remediation of the Westside Transit-Oriented Development \(WI-TOD\) / Paradise Creek Park project site. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO. |

ITEM TITLE:

|Resolution of the City Council of the City of National City authorizing the City Manager to execute Standard Agreement No. 18-T4572 with the California Department of Toxic Substances Control (DTSC) for an amount not to exceed \$76,934 to provide oversight for environmental remediation of the Westside Transit-Oriented Development (WI-TOD) / Paradise Creek Park project site. |

PREPARED BY: Roberto Yano – Deputy City Engineer.

DEPARTMENT: Public Works / Engineering

PHONE: 619-336-4383

APPROVED BY: 

EXPLANATION:

|The Department of Toxic Substances Control (DTSC) is a qualified State environmental regulator that has been working with the City of National City and former redevelopment agency to provide oversight for environmental remediation planning and implementation services for the Westside Transit-Oriented Development (WI-TOD) / Paradise Creek Park project.

The previous agreement with DTSC expired on August 31, 2018. With the project currently in construction, additional funds are needed to allow DTSC to continue to provide technical assistance and environmental oversight of remediation efforts. Therefore, staff requests that City Council authorize the City Manager to execute a new agreement with DTSC in a not to exceed amount of \$76,934. The term of the agreement is through August 31, 2020. Funding is available through the Recognized Obligation Payment Schedule (ROPS) for fiscal years 2019 and 2020.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. 711-409-000-213-000

APPROVED: _____ MIS

ROPS funding of \$72,150 is authorized for FY 2019. The remaining \$4,784 is included in the FY 2020 ROPS.

ENVIRONMENTAL REVIEW:

|The Agreement is not subject to environmental review. |

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

|Adopt Resolution authorizing the City Manager to execute Standard Agreement No. 18-T4572 with DTSC to provide oversight for environmental remediation of the Paradise Creek Park Project site. |

BOARD / COMMISSION RECOMMENDATION:

|Not Applicable. |

ATTACHMENTS:

1. Standard Agreement No. 18-T4572
2. Resolution



Jared Blumenfeld
Secretary for
Environmental Protection



Department of Toxic Substances Control



Gavin Newsom
Governor

Meredith Williams, Ph.D.
Acting Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806

February 5, 2019

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

Subject: Contract Number 18-T4572

Dear Leslie Deese.:

The Department of Toxic Substances Control appreciates the opportunity to work with your agency. Enclosed is the Reimbursement Contract Number 18-T4572, developed per your request for your approval and signature. Instructions and additional requirements are outlined below:

Per the terms of the Contract, please submit **two (2)** original copies, signed in blue ink, of the Standard 213 face sheet only to:

Darcy Christoffersen
Department of Toxic Substances Control
Contracts Unit
P.O. Box 806, 1001 I Street, Floor 21
Sacramento, CA 95812-0806

Per the terms of the Contract, please send your check in the amount of \$38,467.00 for advance payment to:

Ms. Mabel Tsing
Department of Toxic Substances Control
Accounting Section
P.O. Box 806, 1001 I Street, Floor 21
Sacramento, CA 95812-0806

For program matters, please contact the Contract Manager whose name and phone number is listed in your original Contract.

If you have any other questions, please contact me at (916) 323-0245.

Sincerely,

Darcy Christoffersen
Contracts Unit

Enclosure(s)

CC: Michael Bobenko, DTSC
Mustapha Guerbaz, DTSC
Robert Yano, City of National City

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

18-T4572

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTOR NAME

City of National City

2. The term of this Agreement is:

START DATE

September 1, 2018

THROUGH END DATE

August 31, 2020

3. The maximum amount of this Agreement is:

\$76,934.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	04/2017
Exhibit D	Special Terms and Conditions	1
SITE:	National City Public Work Yard-Parkside	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of National City

CONTRACTOR BUSINESS ADDRESS

1243 National City Boulevard

CITY

National City

STATE

CA

ZIP

91950

PRINTED NAME OF PERSON SIGNING

Leslie Deese

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER 18-T4572	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Toxic Substances Control				
CONTRACTING AGENCY ADDRESS 1001 I Street, P.O. Box 806		CITY Sacramento	STATE CA	ZIP 95812
PRINTED NAME OF PERSON SIGNING Jessica Heinz		TITLE Procurement & Contracting Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (if Applicable) Exempt per DGS Exemption Letter 40.06		

EXHIBIT A

1. The City of National City (Applicant), agrees to reimburse the Department of Toxic Substances Control (DTSC) for costs incurred in providing review, consultation and/or processing, including the removal of the Lead impacted soil in National City Public Works Yard-Parkside (Site). The term of this Contract is through August 31, 2020 for an amount not to exceed \$76,934.00. This Contract may be amended in writing upon mutual agreement.
2. The Applicant Representative during the term of this Contract will be:

Applicant Representative/Billing Information

Leslie Deese
City Manager
City of National City
1243 National City Boulevard
National City, CA 91950
Phone: (619) 336-4255
Fax: (619) 336-4286
Email: ldesee@nationalcityca.gov

The DTSC Project Manager and Applicant Project Manager for this Contract will be:

DTSC Project Manager

Mustapha Guerbaz
Senior Hazardous Substance Engineer
Department of Toxic Substances Control
5796 Corporates Avenue
Cypress, CA 90630
Phone: (714) 484-5381
Fax: (714) 484-5438
Email: mustapha.querbaz@dtsc.ca.gov

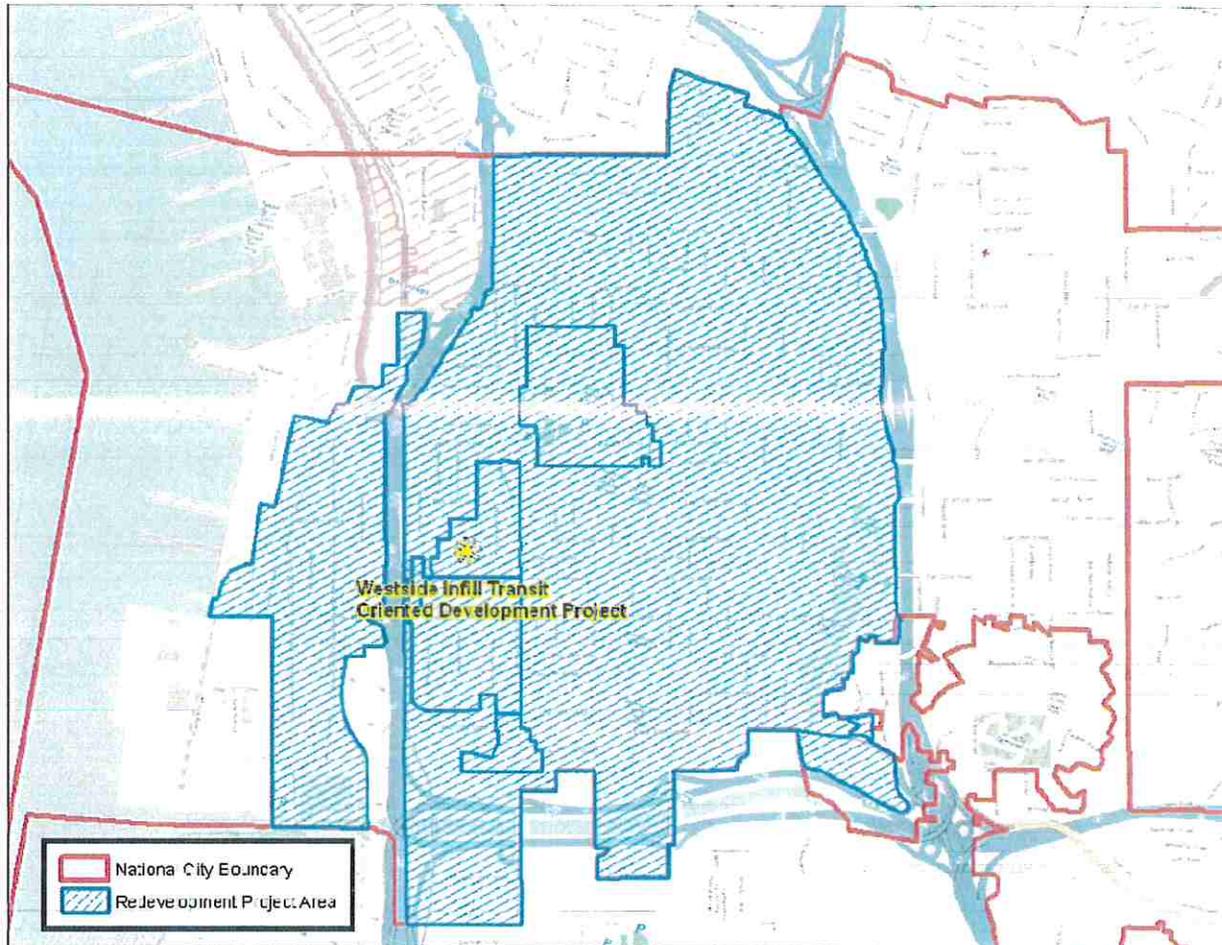
Applicant Project Manager

Robert Yano
Deputy City Engineer
City of National City
1243 National City Boulevard
National City, CA 91950
Phone: (619) 336-4255
Fax: (619) 336-4286
Email: ryano@nationalcityca.gov

3. The above Managers/Representatives may be changed at any time upon written notification to each party with a copy to DTSC's Contracts Unit.

4. **Scope of Work**

A. REDEVELOPMENT PROJECT AREA WITHIN AGENCY'S JURISDICTION & PROPERTY WITHIN REDEVELOPMENT AREA



B. PROPERTY DESCRIPTION FOR EACH INCLUDED PROPERTY

Property Name, Location	Site Description	Site History
<p>National City Public Works Yard 2100 Hoover Avenue National City, California San Diego County Assessor's Parcel Numbers (APNs) 559 124 05, 560-396-06, and 560- 396-08. Owned by: City of National City</p>	<p>The Site is the "Facility-side" property of the National City Public Works Yard, located in an area of National City that is known as the Westside Neighborhood. The Public Works Yard is made up of two separate areas, designated as the "Facility-side" and the "Park-side" properties. The Facility-side property consists of an approximate 4.6-acre vehicle and equipment maintenance facility that is located on the east side of Paradise Creek.</p>	<p>The City has operated a public works yard at 2100 Hoover Avenue since 1973 when it acquired the property. Prior to the date of acquisition, the subject property was undeveloped. The City is planning to relocate its public works yard and redevelop the subject property to include residential homes. To assess whether chemicals of concern have been released to the environment as a result of historic land use practices, the City has completed multiple environmental studies including a Phase I Environmental Site Assessment (ESA) and Phase II Site Investigation (SI). In consideration of the City's intended redevelopment plans, DTSC worked with the Agency to conduct additional investigations to determine steps needed to ensure a safe development. It was determined that soil in the Parkside project is impacted with Lead. The City, via a RAW, will remove the contaminated soil and replace it with a clean imported fill.</p>

Note: This table was prepared by M. Tasnif-Abbasi on 7/6/2011

C. REMEDIATION OVERSIGHT - City of National City REDEVELOPMENT PROJECT

The scope of work under this Oversight Agreement may include, but not be limited to, the tasks described in this exhibit. Please note that the scope of work may be modified based on Agency and Department discussions.

Task 1. Supplemental Removal Action Workplan (RAW)

The National City Redevelopment Agency (Agency) submitted of a Supplemental Removal Action Workplan (Supplemental RAW) in June 2018, consistent with the attached Schedule, for review and approval by DTSC. This Supplemental RAW included the removal of the Lead impacted soil in Paradise Creek Park and the placement of a 2 to 3 feet of clean imported fill as a cover for the entire Site before construction of the park.

Supplemental site investigation activities have concluded that the Park-Side of the project is impacted with concentrations of lead in the upper 3 to 6 feet. This soil horizon is characterized with undocumented fill soil that was imported on-site during the 1960s. The origin of the fill soil is unknown. Preliminary calculations estimate that as much as 25,000 tons of soil may be impacted with lead that would likely be handled as a California Hazardous Waste. In consideration of the volume of lead impacted soil as well as its classification, it is estimated that approximately 1,100 trucks will be used to haul the impacted soil to an approved facility in Arizona over a period of approximately 80 to 100 working days. It is anticipated that the cap will consist of clean imported soil that will be tested for chemical constituents in accordance with DTSC Advisory for Clean Imported Fill Soil.

The Supplemental RAW document addresses the following:

- (a) a description of the site, site history, site environmental setting, and contamination;
- (b) a summary of the risk evaluation conducted,
- (c) current and contemplated land uses of the Property or group of Properties;
- (d) zoning and general plan designation of the Property or group of Properties;
- (e) the goals to be achieved by the cleanup;
- (f) a summary description of the feasibility study conducted;
- (g) a description of the recommended alternative (including any required and/or suggested land use covenants, an operation and maintenance agreement and plan, financial assurance and other operation and maintenance requirements, as appropriate);
- (h) implementation and enforcement plan if operation and maintenance requirements are identified or if a land use covenant is necessary;

- (i) the name of the party, if not the Agency, who will be responsible for implementing and operating the final remedy, including any remedy requiring a startup operation period; and
- (j) an administrative record list.

Within sixty (60) days of DTSC's written approval of the final Supplemental RAW, DTSC will acknowledge, in writing, that upon proper completion of the final RAW, the immunity provided by Health and Safety Code section 33459.3(b) shall apply to the Agency.

TASK 2. California Environmental Quality Act (CEQA)

DTSC and the Agency will discuss what CEQA documents are necessary and who shall prepare the necessary CEQA documents, as well as the appropriate Lead Agency and Responsible Agency under the CEQA process. DTSC and the Agency will work together to ensure that the proposed environmental document contains the information necessary for the Agency and DTSC to evaluate impacts from the proposed remediation. It is the goal of both DTSC and the Agency that the CEQA document be used by both entities in meeting their respective obligations under CEQA. If, however, for reasons specific to the Project, the processes cannot be efficiently combined, then DTSC will prepare its own CEQA document for the Supplemental RAW. If required, the Agency shall submit the information necessary for DTSC to prepare this document.

TASK 3. Implementation of Final Supplemental RAW

Subject to the provisions of Section 5 of the Standard Provisions concerning endangerment during implementation, nothing herein will require the Agency to proceed with implementation of the Supplemental RAW with respect to any Property or group of Properties if it determines not to do so. The Agency will provide DTSC with written notice of the Agency's decision to either implement or not implement the Final Supplemental RAW. Upon DTSC approval of the Supplemental RAW, if the Supplemental RAW incorporates the schedule, and if the Agency decides to proceed with the removal action at a Property or group of Properties, the Agency will implement or will direct the implementation of the approved final Supplemental RAW, as applicable, in accordance with the approved schedule. At the completion of field work, the Agency (or such other party conducting the remediation or other response or removal actions with respect to a Property or group of Properties) will submit a final Implementation Report discussing the work completed and noting any deviations from the approved plan. Within 60 days of the date DTSC finds that the removal action has been properly completed in accordance with the Final Supplemental RAW, DTSC will notify the Agency, in writing, that the immunity provided by Health and Safety Code section 33459.3, subdivision (c) is in effect.

This immunity extends to other such parties entitled to immunity pursuant to Health and Safety Code Section 33459.3(e). In the event that Operation and Maintenance is required, the Parties agree that the immunity provided by Health and Safety Code section 33459.3(e) shall be expressly conditioned upon the satisfactory

performance of all responsibilities pursuant to Task 11 of this Agreement. In the event that DTSC finds that the remedy is not functioning properly and successfully, and performing as designed, or that the remedy will not attain the final performance standards or cleanup goals specified in the final Supplemental RAW, Cleanup Plan, DTSC will, as soon as administratively feasible, notify the Agency.

TASK 4. Changes During Implementation of the Final Supplemental RAW

If during implementation of the final Supplemental RAW, DTSC determines that additions, modifications or revisions to such document may be necessary to protect human health and safety or the environment or to implement the final Supplemental RAW, DTSC will, as soon as administratively feasible, notify the Agency and the parties will determine the appropriate revisions to such document; provided, however, and subject to the provisions of Sections 5 and 23 of the Standard Provisions concerning endangerment during implementation, nothing herein will require the Agency to continue to proceed with the implementation of the modified Supplemental RAW with respect to a Property or group of Properties if it determines not to do so.

The Agency and DTSC shall identify contact personnel so that any necessary changes during implementation that may be required as a result of field conditions can be resolved, if possible, through telephone communications or on-site meetings in order to achieve "real-time" decision making and avoid construction delays. The accelerated approach set forth in the Supplemental RAW requires rapid decision making based on field data and analysis.

TASK 5. Public Participation

The Agency and DTSC will conduct appropriate public participation activities given the nature of the community surrounding the Property or group of Properties and the level of community interest. The Agency will work cooperatively with DTSC to ensure that the affected and interested public and community are involved in the decision-making process applicable to the clean-up of the Property or group of Properties, taking into account the Agency's existing public participation capabilities and procedures. DTSC and the Agency will strive to integrate the public participation activities associated with the Supplemental RAW with the public participation activities associated with the development of the Properties or group of Properties to the maximum extent possible.

A scoping meeting may be held to determine the appropriate activities that will be conducted to address public participation. If necessary, the Agency will then prepare a public participation plan for the Property or group of Properties that describes the proximity of homes and/or schools, day care facilities, churches, and similar uses; the current and proposed land uses within and adjacent to the Property or group of Properties; media interest; and involvement of community groups and elected officials. The plan shall also include a mailing list, identify appropriate information repositories, and specify the public participation activities that the Agency will undertake to provide opportunities for public involvement in site-related decisions. The Agency and DTSC will evaluate whether a fact sheet and public notices are necessary, as well as their content, distribution and circulation, and whether a public meeting is appropriate depending on the

circumstances and the nature of the remedial or removal action, as well as any other public participation procedures.

More specifically, the Agency shall collaborate with DTSC to consider undertake the following public participation activities to ensure active public participation in the Project:

- A. Assessment of Community Interest: The Parkside Creek Park (Project) is of high public interest to the community. Creation of additional affordable housing uses, and removal of blighting conditions are a key component of the Redevelopment Plan for this portion of National City.
- B. Participation of Other Stakeholders: The Project was initiated by the Agency, relying on its authority under the Polanco Redevelopment Act and the Community Redevelopment Law of the Health and Safety Code. Ultimately, the Project will require approval at various levels of municipal government, and the Agency will, in furtherance of its statutory duties, conduct further Public Participation activities as described herein.
- C. Approval of Project Activities: Approval of Project activities has been and continues to be taken by the Agency's Board of Commissioners, a seven-member body created under provisions of the California Community Redevelopment Law. Agendas for meetings of the Commission are published in advance and actions are taken in public session. Most actions of the Agency are also reviewed and approved by the full City Council, and the Mayor.
- D. Assignment of Agency Community Affairs Specialist: Public outreach for activities to be undertaken under the approved PMP will be assigned a coordinator who will coordinate as necessary with DTSC and be responsible for liaison with appointed and elected citizen participation groups and dissemination of information to adjoining property owners, businesses, and tenants. The Agency will coordinate with DTSC on public relations activities as necessary.
- E. Preparation and Distribution of Fact Sheet: The Agency shall prepare a Fact Sheet on the environmental conditions found at the site, and the cleanup activities proposed to be undertaken under the Supplemental RAW, for presentation to and approval by DTSC. This fact sheet will identify Agency and DTSC contact persons who can provide additional information on the cleanup activities proposed and will identify how interested parties can provide public comment on the proposed cleanup activities. The Fact Sheet will be distributed to the contacts listed in Section F, Task 11 of this Agreement.
- F. Document Depository: The Agency shall establish and maintain a public depository of the Supplemental RAW and its supporting implementation plans for review by the public and shall include notice of the availability of the

depository in the Fact Sheet and any public notices on cleanup plan activities. Project documents will also be maintained on the Agency's web site.

G. Notices of Project Activities: The Agency shall provide notices of Project activities at key points in the implementation of the Supplemental RAW and its associated redevelopment project:

1. Thirty-days prior to start of physical activities at the site (additional environment investigation and cleanup activities as set forth in the Supplemental RAW)
2. During cleanup activities, if material changes in scope or duration occur after the original notices.
3. Upon completion of work and issuance of the DTSC Certificate of Completion or No Further Action Letter.

Information notices will be distributed as follows:

1. The Project Area Citizen Advisory Committee. The CAC for the Project Area is the official advisory body for redevelopment activities. It consists of appointed community residents and business representatives.
 2. Neighborhood Council, as needed
 3. List of persons wishing to be kept informed. The Agency maintains an official mailing list of persons expressing interest in being kept informed of Agency activities and will mail or email the notices of Project activities to each person on the list.
 4. Owners, businesses, and tenants within 500 feet of the Project site. The Agency will mail notices to all owners of record and will hand-deliver notices to each business and tenant, with 500 feet of the Project site.
 5. Signage. Prior to the start of any investigation or cleanup activity, The Agency shall place a sign on the Project site, noticing the activity and providing contact information.
- H. Additional Project Meetings as Needed. Depending on community reaction and comment to the Project activities listed above, additional meetings may be convened to provide opportunities for additional input into the cleanup activities proposed for the Project.

TASK 6. Land Use Covenant

If required pursuant to California Code of Regulations, title 22, section 67391.1, the Parties agree that the final Supplemental RAW will contain a requirement for a land use covenant imposing appropriate limitations on land use when hazardous substances, hazardous materials, hazardous constituents or hazardous wastes will remain at the Property or group of Properties at levels that are determined by DTSC as not suitable for unrestricted use of the land. If DTSC determines a land

use covenant is necessary, the Agency agrees to sign and record a land use covenant approved by DTSC, or if the Agency is not the Property Owner, the Agency will arrange for the Property Owner to sign and record the land use covenant approved by DTSC. The land use covenant must be recorded in the County where the land is located prior to DTSC's determination that a remedial or removal action has been properly completed in accordance with the final Remedial Action Plan or Cleanup Plan for a Property or group of Properties.

TASK 7. Operation and Maintenance (O&M)

The Agency will comply with, or arrange for compliance with, all operation and maintenance (O&M) requirements or other institutional control measures, in accordance with the final Supplemental RAW. The Agency shall designate in the final Supplemental RAW the parties that will enter into an O&M Agreement, or otherwise be responsible for compliance with all O&M requirements, prior to certification of the Property or group of Properties. Compliance with any applicable O&M Agreement, and any land use covenant or other institutional control measures, must be included as a requirement for any new owner/lessee in a purchase and sale agreement for the Property or group of Properties. Any party that is responsible for O&M shall notify DTSC of any transfer of operation and maintenance responsibilities at least 30 days prior to such transfer. DTSC may, at its discretion, require the transferee to enter into a new O&M Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- A. Applicant agrees to reimburse DTSC for all costs incurred by DTSC pursuant to this Contract. The Cost Estimate is attached and incorporated by this reference and is included as the Budget for this Contract. DTSC's Cost Estimate shall include all of its costs, both direct and indirect. The hourly rates utilized in the development of any cost estimate shall reflect DTSC's current hourly rates. These hourly rates are adjusted each Fiscal Year to allow DTSC to recover its costs. Applicant is responsible for any increases in the direct and indirect rates and agrees to reimburse DTSC for these cost increases.
- B. Applicant agrees to pay to DTSC an advance payment based upon DTSC's estimate of the costs it may incur in performing its duties under this Contract. The advance payment amount is equal to: (1) if the term of the Contract is six months or more, then DTSC's estimated costs of services for six months, or (2) if the term of the Contract is less than six months, then for the entire amount of the Contract.
- C. The total amount of this Contract is \$76,934.00. Applicant shall pay the advance payment in the amount of \$38,467.00 within 30 calendar days of the Effective Date of this Contract.

Applicant shall submit all payments to:

Attention: Ms. Mabel Zhan
Department of Toxic Substances Control
Accounting
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

- D. All payments to DTSC shall indicate Contract Number 18-T4572 and Project Number 401294-11. Copies of checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Manager.
- E. In the event the advance payment is less than 100% of the Cost Estimate, it shall be retained in the Applicant's Account. DTSC shall bill the Applicant with quarterly invoices which contain an accounting and supporting documentation of all expenditures during the previous quarter. Once work is completed, final invoices will be provided to Applicant as soon possible, generally within 60 calendar days of the close of the quarterly billing cycle following completion of the work. Applicant shall remit the total amount due within 30 calendar days of the date of the quarterly invoice. DTSC shall hold the advance payment until the Contract is completed or terminated. Any remaining charges shall then be applied against the advance, and any unused advance payment will be refunded within 120 calendar days of the completion of the project.
- F. If Applicant cancels the Contract, then Applicant agrees to pay DTSC a minimum fee of \$1,000.00 out of the advance, regardless of the amount of work or services performed by DTSC under the terms of the Contract. If DTSC incurs more than \$1,000.00 in costs, then

Applicant will be responsible for the actual direct and indirect costs incurred or encumbered by DTSC, from the Contract starting term date up to the date "notice of cancellation" is received by DTSC, without any additional fee.

- G. The amount advanced by Applicant may be modified by mutual contract in writing should the services provided by DTSC exceed its original estimated costs. Upon execution of an Amendment to the Scope of Work that increases the original cost, Applicant agrees to pay any additional advance payment to DTSC for such newly agreed upon work.
- H. Any dispute concerning DTSC's costs incurred pursuant to this Contract is subject to the dispute resolution procedures established pursuant to Health and Safety Code section 25269.2. DTSC reserves its right to recover unpaid costs under applicable State and Federal laws.

Cost Estimate:

COST ESTIMATE WORKSHEET
Type of Agreement: Consultative Reimbursement Agreement
Date: 01/31/2019
Site Name: National City Public Works Yard-ParkSide
Site Code: 401294-11

DTSC Project Team	VCP Coord.	Project Management	Supervision	Toxicology	Geology	Industrial Hygienist	HQ Engineering	Public Participation	HQ CEQA	Legal	Project Assistants	
Classification (personnel)	Sr. ES	HSE	Sr. ES (Sup)	Staff Toxicologist	Senior Engineering Geologist		Sr. HSE	PPS	Environmental Planner		Associate Program Analyst	Office Technician (Typing)
TASK: (enter # hrs)												
Agreement Prep./Negotiation	4		1								4	
Project Management		60										
Tribal Outreach												
Supplemental Site Characterization												
- Workplan												
- Implementation												
- Report												
OPEA Consultation									4			
Public Participation CEQA		16										
Supplemental Removal Action Workplan		16	8	8	16		16					2
Implement Removal Action		60	8	8	8		8	8				
Meeting Project Managers		8	8	2	2			4				
Certification		4	1									1
Land Use Covenant		16	2							8		1
Operation & Maint		4	2									
Total No. Hours/Class	4	184	30	18	26	0	24	12	4	8	4	4
Hourly Rate/Class	\$249	\$224	\$249	\$223	\$256	\$0	\$256	\$146	\$189	\$0	\$146	\$88
Cost/Class	\$996	\$41,216	\$7,470	\$4,014	\$6,656	\$0	\$6,144	\$1,752	\$756	\$0	\$584	\$352
Subtotal	\$69,940											
Contingency (10%)	\$6,994											
Grand Total Cost	\$76,934											
Advance Payment	\$38,467											

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Contract Limits

Other than as specified herein, no document or communication passing between the parties shall be deemed a part of this Contract.

2. Entire Contract

This Contract supersedes all prior agreements, oral or written, made with respect to the services provided herein.

3. Effective Date

This Contract shall not be considered effective until it is signed by both parties, and if necessary, approved by the Department of General Services.

4. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Authorization

Each signatory to this Contract certifies that he or she is fully authorized by the Party he or she represents to enter into the terms and conditions of this Contract, to execute it on behalf of the party represented, and to legally bind that party to all the terms and conditions of this Contract.

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE
STANDARD AGREEMENT NO. 18-T4572 WITH THE CALIFORNIA
DEPARTMENT OF TOXIC SUBSTANCES CONTROL FOR AN AMOUNT
NOT TO EXCEED \$76,934 TO PROVIDE OVERSIGHT OF ENVIRONMENTAL
REMEDICATION OF THE WESTSIDE TRANSIT-ORIENTED DEVELOPMENT
(WI-TOD)/PARADISE CREEK PARK PROJECT SITE THROUGH AUGUST 31, 2020

WHEREAS, the Department of Toxic Substances Control (DTSC) is a qualified State environmental regulator that has been working with the City of National City and former redevelopment agency to provide oversight for environmental remediation planning and implementation services for the Westside Transit-Oriented Development (WI-TOD)/Paradise Creek Park project (the "Project"); and

WHEREAS, the previous Agreement with DTSC expired on August 31, 2018, necessitating a need for a new agreement; and

WHEREAS, Standard Agreement No. 18-T4572 with DTSC, in a not to exceed amount of \$76,934 and expiring on August 31, 2020, provides for technical assistance and environmental oversight of remediation efforts for the Project through August 31, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves and authorizes the City Manager to execute Standard Agreement No. 18-T4572 with the California Department of Toxic Substances Control for an amount not to exceed \$76,934 to provide oversight of environmental remediation of the Westside Transit-Oriented Development (WI-TOD)/Paradise Creek Park project site through August 31, 2020.

PASSED and ADOPTED this 19th day of February, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute Program Supplement Agreement \(PSA\) No. S18 with the State of California Department of Transportation \(Caltrans\) for the Euclid Avenue Bicycle and Pedestrian Enhancements Project to allow for reimbursement of up to \\$3,335,000 in eligible project expenditures through the State Active Transportation Program \(ATP\); and 2\) authorizing the establishment of an Engineering Grants Fund appropriation of \\$3,335,000 and corresponding revenue budget. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO.

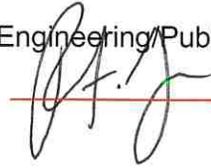
ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement (PSA) No. S18 with the State of California Department of Transportation (Caltrans) for the Euclid Avenue Bicycle and Pedestrian Enhancements Project to allow for reimbursement of up to \$3,335,000 in eligible project expenditures through the State Active Transportation Program (ATP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$3,335,000 and corresponding revenue budget.

PREPARED BY: Jose Lopez, P.E., Associate Engineer

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

ATP Grant - \$3,335,000

Revenue Account No. 296-06572-3463

Expenditure Account No. 296-409-500-598-6572 (Euclid Avenue Bicycle and Pedestrian Enhancements Matching funds in the amount of \$625,000 are being met by prior appropriations to 001-409-500-598-6573 (\$200,000), and 296-409-500-598-6572 (\$425,000).

ENVIRONMENTAL REVIEW:

Categorical Exemption under CEQA Guidelines, Section 15304, Minor Alteration to Land, approved June 2, 2016.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Mayor to execute PSA No. S18 with Caltrans for the Euclid Avenue Bicycle and Pedestrian Enhancements Project to allow for reimbursement of up to \$3,335,000 in ATP grant funds.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/Exhibit A
2. Program Supplement Agreement
3. Resolution

Explanation

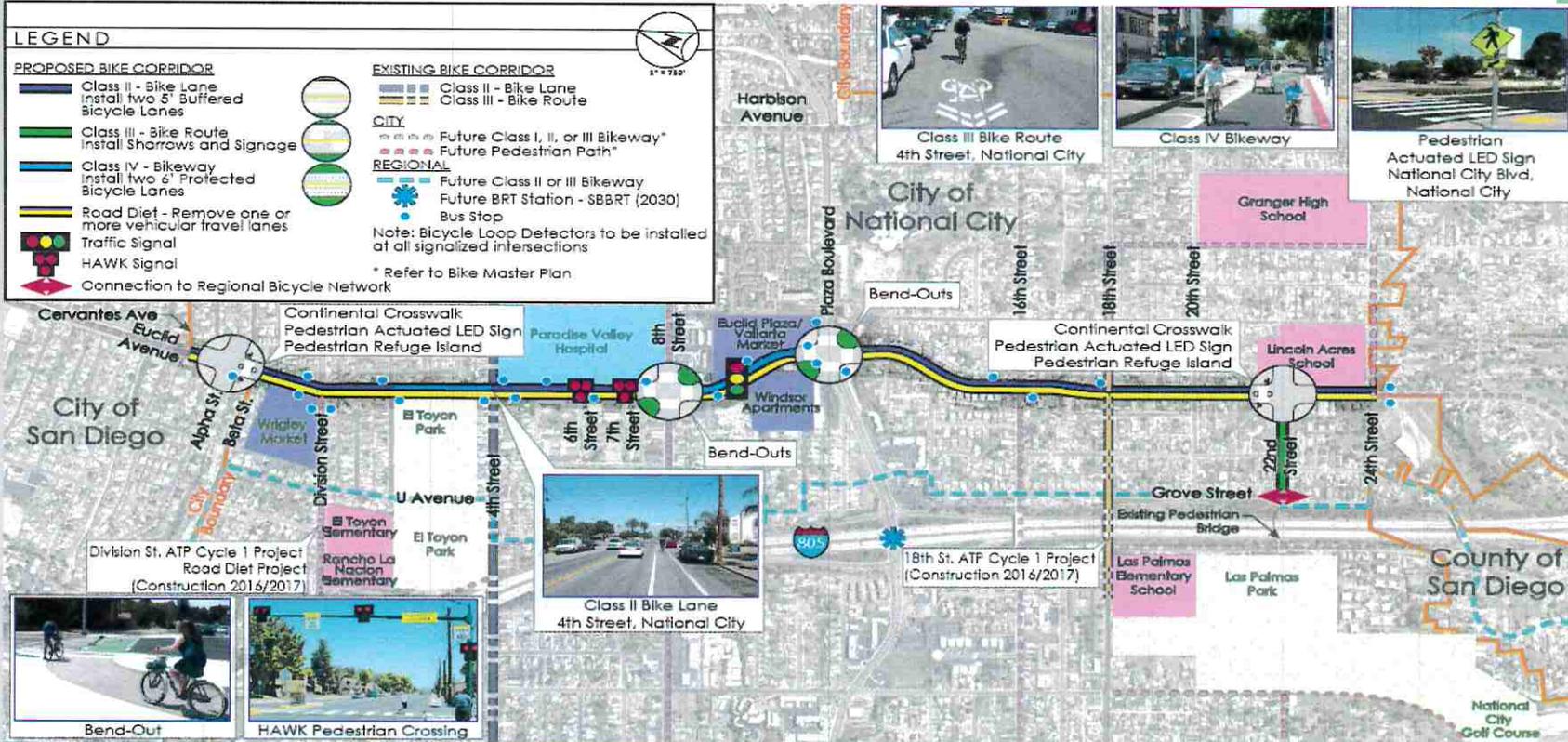
On November 22, 2016, the California Department of Transportation (Caltrans) awarded a \$3,335,000 Active Transportation Program (ATP) grant for the Euclid Avenue Bicycle and Pedestrian Enhancements Project.

The project will construct nearly two miles of traffic calming, bicycle and pedestrian enhancements on Euclid Avenue from the northern City limits at Cervantes Avenue south to E. 24th Street (see exhibit A). Project improvements include traffic calming through road diets, curb extensions, median refuge islands, Class II buffered bicycle lanes, Class III bicycle routes, Class IV bikeways with bend-outs, high visibility crosswalks, pedestrian actuated LED-enhanced crosswalk signs, two High-Intensity Activated crosswalks (HAWKs) located near Paradise Valley Hospital, and a new traffic signal at the entrance to Euclid Plaza (Vallarta Supermarket) and Windsor Heights Apartments.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. S18 to Administering Agency-State Master Agreement No. 00013S is required to allow for reimbursement of eligible project expenditures through the State ATP grant.

Euclid Avenue Pedestrian and Bicycle Enhancements

Project Improvement Map



Euclid Avenue Bicycle and Pedestrian Enhancements

CALIFORNIA
NATIONAL CITY
INCORPORATED 1937
June 2016

EXHIBIT A

PROGRAM SUPPLEMENT NO. S18
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00013S

Adv Project ID **Date:** December 26, 2018
1118000066 **Location:** 11-SD-0-NATC
Project Number: ATPL-5066(036)
E.A. Number:
Locode: 5066

This Program Supplement, effective 12/05/2018, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00013S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 05/02/07 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

The project will construct nearly two miles of traffic calming, road diet, bicycle, and pedestrian enhancements of Euclid Avenue in National

TYPE OF WORK: Bicycle and pedestrian enhancements

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$3,960,000.00	\$3,335,000.00		\$200,000.00	\$425,000.00

CITY OF NATIONAL CITY

By ALEJANDRA SOTELO-SOLIS
Title MAYOR

Date _____

Attest MICHAEL DALLA, CITY CLERK

STATE OF CALIFORNIA
Department of Transportation

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

Date _____

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

Accounting Officer Jennie Yee

Date 12/27/18 \$3,335,000.00

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT,

SPECIAL COVENANTS OR REMARKS

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

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

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

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

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

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

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

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations, requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

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

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

SPECIAL COVENANTS OR REMARKS

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

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

EA No:

Date: 12/31/2018
D_CO_RT: 11-SD-0-NATC
Project No: ATPL-5066(036)
Adv Project Id: 1118000066
Agreement End Date:

Attention: City of National City

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE	LOCAL	OTHER (NON-PART.)
Environmental Studies & Permits	Lump Sum	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
Plans, Specifications & Estimates	Lump Sum	\$450,000.00	\$150,000.00	\$0.00	\$150,000.00	\$300,000.00
Right of Way	Lump Sum	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Construction	Lump Sum	\$3,385,000.00	\$3,385,000.00	\$3,335,000.00	\$50,000.00	\$0.00
Totals:		\$3,960,000.00	\$3,535,000.00	\$3,335,000.00	\$200,000.00	\$425,000.00

Participation Ratio: 89.27% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 

For questions regarding finance letter, contact:

Printed Name : Nahed Abdin
Telephone No: 916-653-7928

Title: HQ Sr Area Engineer

Remarks: Allocation Request for Con (\$3,335,000) State funds, Dec 2018. NAA

ACCOUNTING INFORMATION						Cooperative Work Agreement			
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROX. YEAR	EXPENDITURE AMOUNT	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
1118000066	18108	2030720100		\$3,335,000.00	1718	\$0.00	09/30/23		
				\$3,335,000.00		\$3,335,000.00			

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. S18 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE EUCLID AVENUE BICYCLE AND PEDESTRIAN ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$3,335,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE STATE ACTIVE TRANSPORTATION PROGRAM, AND AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION IN THE AMOUNT OF \$3,335,000 AND CORRESPONDING REVENUE BUDGET

WHEREAS, on November 22, 2016, the California Department of Transportation (Caltrans) awarded a \$3,335,000 Active Transportation Program (ATP) grant for the Euclid Avenue Bicycle and Pedestrian Enhancements Project (the "Project"); and

WHEREAS, the Project will construct nearly two miles of traffic calming and bicycle and pedestrian enhancements on Euclid Avenue from the northern city limits at Cervantes Avenue, south to East 24th Street; and

WHEREAS, project improvements include traffic calming through road diets, curb extensions, median refuge islands, Class II buffered bicycle lanes, Class III bicycle routes, Class IV bikeways with bend-outs, high visibility crosswalks, pedestrian actuated LED-enhanced crosswalk signs, two High-Intensity Activated crosswalks (HAWKs) located near Paradise Valley Hospital, and a new traffic signal at the entrance to Euclid Plaza (Vallarta Supermarket) and Windsor Heights Apartments; and

WHEREAS, a City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. S18 to Administering Agency-State Master Agreement No. 00013S is required to allow for reimbursement of eligible project expenditures through the State ATP grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves and authorizes the Mayor to execute Program Supplement Agreement (PSA) No. S18 with the State of California Department of Transportation (Caltrans) for the Euclid Avenue Bicycle and Pedestrian Enhancements Project to allow for reimbursement of up to \$3,335,000 in eligible project expenditures through the State Active Transportation Program (ATP).

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of an Engineering Grants Fund appropriation in the amount of \$3,335,000 and corresponding revenue budget.

[Signature Page to Follow]

PASSED and ADOPTED this 19th day of February, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) awarding a contract to Portillo Concrete, Inc. in the amount of \\$290,575 for the Harbison Avenue Road Diet Project, \(CIP No. 18-17\); 2\) authorizing a 15% contingency in the amount of \\$43,586.25 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO.

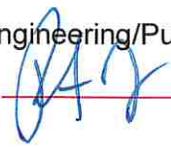
ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Portillo Concrete, Inc. in the amount of \$290,575 for the Harbison Avenue Road Diet Project, (CIP No. 18-17); 2) authorizing a 15% contingency in the amount of \$43,586.25 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

PREPARED BY: Jose Lopez, P.E., Associate Engineer

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Contract Award (funds available through prior City Council CIP appropriations)
\$286,455: 109-409-500-598-6573 (Gas Tax – Transportation Improvements)
\$4,120: 001-409-500-598-7049 (General Fund – Storm Drain Improvements)

15% Contingency (funds available through prior City Council CIP appropriations)
\$43,586.25: 001-409-500-598-6573 (General Fund – Transportation Improvements)

ENVIRONMENTAL REVIEW:

Categorical Exemption under CEQA Guidelines

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

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Portillo Concrete, Inc. in the amount of \$290,575 for the Harbison Avenue Road Diet Project, CIP No. 18-17.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/Exhibit A
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contractor Agreement
5. Resolution

EXPLANATION

The Harbison Avenue Road Diet Project, CIP No. 18-17, includes the following improvements on Harbison Avenue between Division Street and E. 4th Street (See Exhibit A): street resurfacing, traffic calming islands with enhanced signing and striping, Class III bike sharrows, and drainage improvements.

On December 20, 2018, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On December 26, 2018 and January 2, 2019, the bid solicitation was advertised in local newspapers.

On January 17, 2019, four (4) bids were received by the 1:00 p.m. deadline, opened and publicly disclosed. Bid results were posted on the City website. Portillo Concrete, Inc. was the apparent lowest bidder with a total bid amount of \$290,575.00. Upon review of all documents submitted, Portillo Concrete, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \$290,575.00.

Staff also recommends authorizing a 15% contingency in the amount of \$43,586.25 to address any unforeseen conditions that may arise.

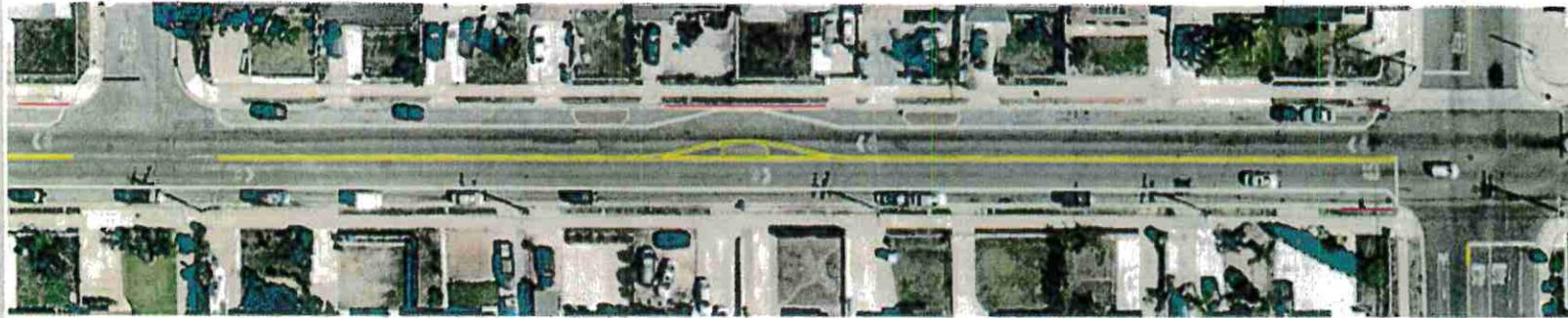
Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

Construction is estimated to be completed in summer of 2019. Updates will be provided on the City's CIP website at: nationalcityprojects.com.

Harbison Avenue Road Diet



Harbison Avenue between Division Street and East 2nd Street



Harbison Avenue between East 2nd Street and 4th Street

Exhibit A



BID OPENING RESULTS

NAME: HARBISON AVENUE ROAD DIET
CIP NO: 18-17
DATE: Thursday, January 17, 2019
TIME: 1:00 P.M.
ESTIMATE: \$325,000
PROJECT ENGINEER: Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1.	Portillo Concrete, Inc. 3527 Citrus Street Lemon Grove, CA 91945	\$290,575.00	Bond
2.	Blue Pacific Engineering & Construction 7330 Opportunity Road, STE A San Diego, CA 92111	\$359,990.00	Bond
3.	A.M. Ortega, Inc. 10125 Channel Road Lakeside, CA 92040	\$424,217.00	Bond
4.	Crest Equipment, Inc. 161 Scottford Dr. El Cajon, CA 92021	\$565,104.90	Bond

Bid Results for Project Harbison Avenue Road Diet (CIP No. 18-17)

Item No.	Description	Unit	Qty.	Portillo Concrete, Inc	Blue Pacific Engineering & Construction	A.M. Ortega			
Base Bid									
1	Mobilization/Demobilization	LS	1	\$4,000.00	\$4,000.00	\$25,000.00	\$25,000.00	\$4,000.00	\$4,000.00
2	Surveying and Construction Staking	LS	1	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
3	Signing and Striping	LS	1	\$22,000.00	\$22,000.00	\$25,000.00	\$25,000.00	\$15,670.00	\$15,670.00
4	Traffic Control and Pedestrian Control	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$18,280.00	\$18,280.00
5	Clearing and Grubbing	LS	1	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$14,750.00	\$14,750.00
6	Water Pollution Control	LS	1	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00	\$11,590.00	\$11,590.00
7	Remove Existing Curb and Gutter and Construct Curb and Gutter per SDRSD G-2 (Match Existing Curb Height)	LF	55	\$50.00	\$2,750.00	\$55.00	\$3,025.00	\$189.00	\$10,395.00
8	Construct 21' Curb Inlet Type B-1 per SDRSD D-02	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
9	Construct Stamped Concrete	SF	320	\$15.00	\$4,800.00	\$12.00	\$3,840.00	\$38.00	\$12,160.00
10	Construct 3" Mountable Curb per Caltrans Standard Plans A87A	LF	340	\$25.00	\$8,500.00	\$35.00	\$11,900.00	\$127.00	\$43,180.00
11	Construct Asphalt Concrete Pavement	TON	20	\$250.00	\$5,000.00	\$250.00	\$5,000.00	\$375.00	\$7,500.00
12	Construct Class II Aggregate Base	TON	30	\$30.00	\$900.00	\$50.00	\$1,500.00	\$297.00	\$8,910.00
13	Stress-Relieving Fabric	SF	1230	\$2.50	\$3,075.00	\$1.50	\$1,845.00	\$4.00	\$4,920.00
14	Construct Asphalt Concrete (1.5" Mill and Overlay)	SY	5440	\$20.00	\$108,800.00	\$27.00	\$146,880.00	\$15.00	\$81,600.00
15	Pavement Rehabilitation Dig-Out	LS	1	\$40,000.00	\$40,000.00	\$5,000.00	\$5,000.00	\$84,937.00	\$84,937.00
16	Pavement Rehabilitation Dig-Out (Remove Concrete Subgrade)	CY	10	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$300.00	\$3,000.00
17	Lighting and Electrical	LS	1	\$43,000.00	\$43,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00
18	Unclassified Excavation	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$11,200.00	\$11,200.00
19	Removal, disposal and replacement of unsuitable material	CY	25	\$50.00	\$1,250.00	\$200.00	\$5,000.00	\$285.00	\$7,125.00
				Total	\$290,575.00		\$359,990.00		\$424,217.00

OWNER - CONTRACTOR AGREEMENT

HARBISON AVENUE ROAD DIET

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and Portillo Concrete, Inc. ("Contractor"), 3527 Citrus Street, Lemon Grove, CA 91945 on the 19th day of February, 2019, 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:

Mayor, City of National City

Attest:

City Clerk, City of National City

Contractor:

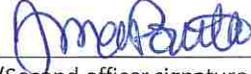
Portillo Concrete, Inc.



(Owner/Officer signature)

Mario Portillo, President/CEO

Print name and title



(Second officer signature if a corporation)

Tina Portillo, SEC/CFO

Print name and title

30442
Contractor's City Business License No.

680144
State Contractor's License No. and Class

3527 Citrus Street
Business street address

Lemon Grove, CA 91945
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements
(Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and
all other agencies that may be adjacent and/or affected by the project.

Bid Sheet

Harbison Avenue Road Diet, CIP No. 18-17

Item #	Item Description (S) Indicates Specialty Item	Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	\$4,000.00	\$4,000.00
2	Surveying and Construction Staking	1	LS	\$2,500.00	\$2,500.00
3	Signing and Striping	1	LS	\$22,000.00	\$22,000.00
4	Traffic Control and Pedestrian Control	1	LS	\$10,000.00	\$10,000.00
5	Clearing and Grubbing	1	LS	\$6,000.00	\$6,000.00
6	Water Pollution Control	1	LS	\$2,000.00	\$2,000.00
7	Remove Existing Curb and Gutter and Construct Curb and Gutter per SDRSD G-2 (Match Existing Curb Height).	55	LF	\$50.00	\$2,750.00
8	Construct 21' Curb Inlet Type B-1 per SDRSD D-02.	1	LS	\$20,000.00	\$20,000.00
9	Construct Stamped Concrete	320	SF	\$15.00	\$4,800.00
10	Construct 3" Mountable Curb per Caltrans Standard Plans A87A	340	LF	\$25.00	\$8,500.00
11	Construct Asphalt Concrete Pavement	20	TON	\$250.00	\$5,000.00
12	Construct Class II Aggregate Base	30	TON	\$30.00	\$900.00
13	Stress-Relieving Fabric	1,230	SF	\$2.50	\$3,075.00
14	Construct Asphalt Concrete (1.5" Mill and Overlay)	5,440	SY	\$20.00	\$108,800.00
15	Pavement Rehabilitation Dig-Out	1	LS	\$40,000.00	\$40,000.00
16	Pavement Rehabilitation Dig-Out (Remove Concrete Subgrade)	10	CY	\$400.00	\$4,000.00
17	Lighting and Electrical	1	LS	\$43,000.00	\$43,000.00
18	Unclassified Excavation	1	LS	\$2,000.00	\$2,000.00
19	Removal, disposal and replacement of unsuitable material	25	CY	\$50.00	\$1,250.00
Harbison Avenue Road Diet Total:					\$290,575.00

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

CORPORATE CERTIFICATE

I, Tina Portillo certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Mario Portillo, who signed said contract on behalf of the Contractor, was then President/CEO of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

Issued in Triplicate

Premium will be adjusted
based on final contract price

PAYMENT BOND

Bond No.: 024235958

Premium: Included in Performance Bond

WHEREAS, the City Council of the City of National City, by Resolution No. 2019-____, on the 19th day of February, 2019, has awarded to Portillo Concrete, Inc., hereinafter designated as the "Principal", the HARBISON AVENUE ROAD DIET, CIP No. 18-17

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

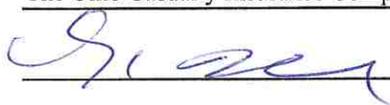
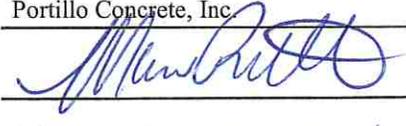
NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Two Hundred Ninety Thousand, Five Hundred Seventy Five (\$290,575.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 6th day of February, 2019, ~~2018~~.

<u>The Ohio Casualty Insurance Company</u> (SEAL)	<u>Portillo Concrete, Inc</u> (SEAL)
 (SEAL)	 (SEAL)
<u>Cyndi Beilman, Attorney-in-Fact</u> (SEAL)	<u>Mario Portillo, Pres/CEO</u> (SEAL)

Surety

Principal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On February 6, 2019 before me, Dana L. Michaelis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature *Dana L. Michaelis*
Signature of Notary Public Dana L. Michaelis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197968-976090

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cyndi Beilman, Dana Michaelis, Anne Wright

all of the city of La Mesa state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Issued in Triplicate

PERFORMANCE BOND

Bond No.: 024235958

Premium: \$3,766.00

WHEREAS, the City Council of the City of National City, by Resolution No. 2019-____, on the 19th day of February, 2019, has awarded to Portillo Concrete, Inc. hereinafter designated as the "Principal", the HARBISON AVENUE ROAD DIET, CIP No. 18-17

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **Two Hundred Ninety Thousand, Five Hundred Seventy Five (\$290,575.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the 6th day of February, 2019, ~~2018~~.

The Ohio Casualty Insurance Company (SEAL)

Graer (SEAL)

Cyndi Beilman, Attorney-in-Fact (SEAL)

Surety

Portillo Concrete, Inc. (SEAL)

Mario Postillo (SEAL)

Mario Postillo/President (SEAL)

Principal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On February 6, 2019 before me, Dana L. Michaelis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Dana L. Michaelis
Signature of Notary Public Dana L. Michaelis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197968-976090

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cyndi Beilman, Dana Michaelis, Anne Wright

all of the city of La Mesa state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NOTEPAD:

HOLDER CODE CITYNA1
INSURED'S NAME Portillo Concrete Inc.

PORTI-1
OP ID: VP

PAGE 2
Date 01/29/2019

THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACT EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED PER FORM CG 2010 07/04 AND CG2037 07/04 ATTACHED. PRIMARY AND NON-CONTRIBUTORY WORDING APPLIES. AUTO ADDITIONAL INSURED APPLIES PER ENDORSEMENT ATTACHED



CNA PARAMOUNT

**Additional Insured - Owners, Lessees or Contractors -
Scheduled Person or Organization Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s)	
THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACT EMPLOYEES AND VOLUNTEERS	
Location(s) Of Covered Operations	
Re: PROJECT NO. 18-17 - HARBISON AVENUE ROAD DIET CAPITAL IMPROVEMENT, NATIONAL CITY, CA	

40020006660126880684760



Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CG 20 10 (07-04)
Page 1 of 2
Nat'l Fire Ins Co of Hartford
Insured Name: PORTILLO CONCRETE INC.

Policy No: 6012668068
Endorsement No:
Effective Date: 01/29/2019

**Additional Insured - Owners, Lessees or Contractors -
Scheduled Person or Organization Endorsement**

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

bodily injury or property damage occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CNA PARAMOUNT

**Additional Insured - Owners, Lessees or Contractors -
Completed Operations Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

THE CITY OF NATIONAL CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES,
AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACT EMPLOYEES AND VOLUNTEERS

Location And Description Of Completed Operations

Re: PROJECT NO. 18-17 - HARBISON AVENUE ROAD DIET CAPITAL IMPROVEMENT,
NATIONAL CITY, CA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CG 20 37 (07-04)
Page 1 of 2
Nat'l Fire Ins Co of Hartford
Insured Name: PORTILLO CONCRETE INC.

Policy No: 6012668068
Endorsement No:
Effective Date: 01/29/2019

4020006860126680684761





CNA PARAMOUNT

**Additional Insured - Owners, Lessees or Contractors -
Completed Operations Endorsement**

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of your **work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of your **work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE OF HARTFORD

Insured Name: PORTILLO CONCRETE INC.

Policy No: 6012668068

Endorsement No:

Effective Date: 07/29/2018

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Contractors' General Liability Extension Endorsement

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition 4. **Other Insurance** is amend to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

- C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

- A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 2. All medical expenses under **Coverage C**,
- that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.
- B. All:
1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
 2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,
- will reduce the General Aggregate Limit shown in the Declarations.
- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

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D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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

The additional premium for this endorsement shall be **3 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON/ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT	ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10/21/2018** Policy No. **WSD 5000765 10** Endorsement No. _____
 Insured **PORTILLO CONCRETE INC** Premium \$ **INCL.**
 Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AWARDING A CONTRACT TO PORTILLO CONCRETE, INC., IN THE
AMOUNT OF \$290,575 FOR THE HARBISON AVENUE ROAD DIET
PROJECT (CIP NO. 18-17), AUTHORIZING A 15% CONTINGENCY IN
THE AMOUNT OF \$43,586.25 FOR ANY UNFORESEEN CHANGES,
AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

WHEREAS, the Harbison Avenue Road Diet Project (the "Project") located on Harbison Avenue, between Division Street and East 4th Street, includes, but is not limited to, street resurfacing, traffic calming islands with enhanced signing and striping, Class III bike sharrows, and drainage improvements; and

WHEREAS, at the 1:00 p.m. deadline on January 17, 2019, four (4) bids for the Project were opened and publicly disclosed; and

WHEREAS, Portillo Concrete, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$290,575.00.

WHEREAS, a 15% contingency in the amount of \$43,586.25 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the Harbison Avenue Road Diet Project to the lowest responsive, responsible bidder, to wit:

PORTILLO CONCRETE, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the not to exceed amount of \$290,575.00 with Portillo Concrete, Inc., for the Harbison Avenue Road Diet Project.

BE IT FURTHER RESOLVED that the City Council authorizes a 15% contingency in the amount of \$43,586.25 for any unforeseen changes.

PASSED and ADOPTED this 19th day of February, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 2, 2019 with no waiver of fees. \(Neighborhood Services\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO. |

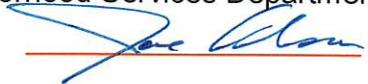
ITEM TITLE:

Temporary Use Permit – National Day of Prayer sponsored by First Christian Church of National City at Kimball Park Bowl on May 2, 2019 with no waiver of fees.

PREPARED BY: Dionisia Trejo |

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from First Christian Church of National City to conduct the National Day of Prayer at Kimball Park Bowl on May 2, 2019 from 6:30 p.m. to 7:30 p.m. Set up for the event will commence at 4:00 p.m. on the day of the event. This event will consist of various churches from National City which will gather to worship and pray.

First Christian Church of National City will provide their own stage. Security will be provided by volunteers from local churches.

Note: This event was approved by Council in 2018 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

City fee of \$272.00 for processing the TUP through various City departments, plus \$123.96 for Public Works.

Total Fees: \$395.96

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

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

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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



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

Special Event Application

Type of Event

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

Event Name & Location

Event Title National Day of Prayer
 Event Location (list all sites being requested) Kimball Park Bowl

Event Times

Set-Up Starts
 Date 5/2/19 Time 4 pm Day of Week Thursday
 Event Starts
 Date 5/2/19 Time 6:30 pm Day of Week Thursday
 Event Ends
 Date 5/2/19 Time 7:30 pm Day of Week Thursday
 Breakdown Ends
 Date 5/2/19 Time 9 pm Day of Week Thursday



Applicant Information

Applicant (Your name) Tim Captain Sponsoring Organization First Christian Church of National City
 Event Coordinator (if different from applicant) Pastor Eddie Duenas (619-787-2601) and Tim Captain
 Mailing Address 1800 E 17th St. National City, CA 91950
 Day Phone 619-474-2254 After Hours Phone _____ Cell 619-518-8415 Fax _____
 Public Information Phone _____ E-mail tim@nationalcitychurch.com

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

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

Signature of Applicant: [Signature] Date 1/18/19

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):

\$ 0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 0 Estimated Expenses for this event.

\$ 0 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:

This event is in conjunction with the National Day of Prayer.
Various churches will gather to worship and pray.
The worship and prayer will be amplified.

Estimated Attendance

Anticipated # of Participants: 500 Anticipated # of Spectators: _____

Traffic Control, Security, First Aid and Accessibility

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

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

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

Other (explain) _____

Requesting to post "no parking" notices? Yes No

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

Other (explain) _____

Security and Crowd Control

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

Please describe your procedures for both Crowd Control and Internal Security: Volunteers
from local churches will provide crowd control and
internal security.

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

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

Security Director (Name): _____ Phone: _____

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

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

Requesting illumination from city lights.

First Aid

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

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

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

Accessibility

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

Individuals with disabilities may access the event by using the top row of the bowl to participate.

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 ▶ 20 x 28 (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

_____ # of tables No tables being set up

10 # of chairs No chairs being set up

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

_____ # of tables No tables being set up

_____ # of chairs No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

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

Having children activities? Yes No

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

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

Having fireworks or aerial display? Yes No

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

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

Arranging for media coverage? Yes No

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

Event Signage

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

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

Yes, we will post signage # 1 Dimensions 72" x 30"

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? _____

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. ▶ _____

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

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>National Day of Prayer</u>	
Event Address: <u>Kimball Park Bowl</u>	Expected # of Attendees: <u>500</u>
Event Host/Coordinator: <u>Tim Captain</u>	Phone Number: <u>619-474-2254</u> <u>619-513-8415</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: _____			X
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			X
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			X
Do all storm drains have screens to temporarily protect trash and debris from entering?			X
Are spill cleanup kits readily available at designated spots?			X

* 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: First Christian Church of National City

Person in Charge of Activity: Eddie Duenas / Tim Captain

Address: 1800 E 17th St.
619-518-8415

Telephone: 619-787-2601 Date(s) of Use: 5/2/19

HOLD HARMLESS AGREEMENT

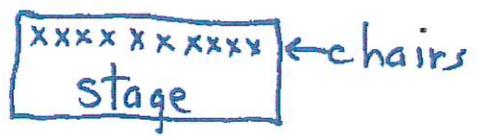
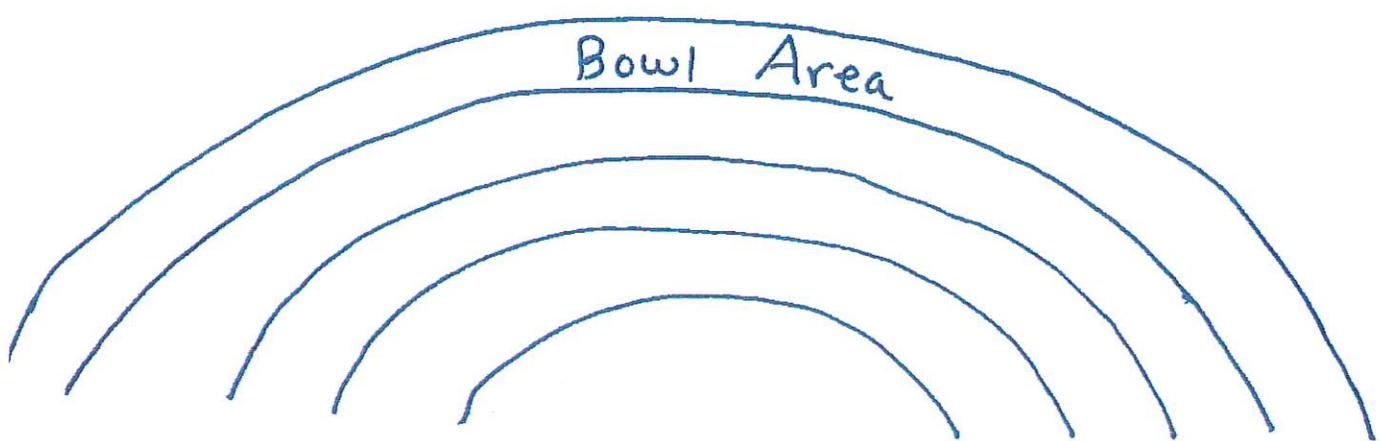
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and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

Signature of Applicant: 

Official Title: Lead Pastor Date: 1/18/19

For Office Use Only

Certificate of Insurance Approved _____ Date _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

Additional Insured Person(s) or Organization(s):		
Name: The City of National City, its officials, agents, employees, and volunteers		
Address: c/o Risk Management Dept. 1243 National City Blvd		
National City City	CA State	91950-4397 Zip
Activity: Evidence of insurance for National City-National Day of Prayer located at Kimball Park Bowl, E 12th St & D Ave, National City, CA Policy #0099075-02-167688		
Date(s): May 2, 2019		

A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.

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

SPONSORING ORGANIZATION: **First Christian Church of National City**
 EVENT: **National Day of Prayer**
 DATE OF EVENT: **May 2, 2019**

APPROVALS:

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

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comments

Planning

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

Engineering

No comments

CITY ATTORNEY

Approved on condition that Risk Manager approves.

COMMUNITY SERVICES

No involvement

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.

POLICE DEPARTMENT

The Police Department has no stipulations. The on-duty patrol squad will provide extra patrol, calls for service permitting.

FINANCE

First Christian will need to renew the business license. They are tax exempt but need to pay the annual Fire Safety Inspection fee plus the \$4.00 State fee (inspection fee is a new fee effective January 1st, 2019).

FIRE (619) 336-4550

No Comments for this submittal.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request to for the issuance of a Temporary Use Permit. It is recommended that as a condition of the issuance of the permit that the following documents must be provided:

- A valid copy of the Certificate of Liability Insurance.
- That the insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant must provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers".
- That 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 insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4301

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.

PUBLIC WORKS (619)366-4580

Facilities Division

3 hours x \$20.00 = \$60.00 for electrical use. No staff hours needed.

Streets Division

No involvement

Parks Division

One staff to mark irrigation valves (2 hours at regular time) \$31.98 x 2 = \$63.96

The organization is responsible for litter control

Total \$63.96

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended October 31, 2018. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended October 31, 2018.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mark Ralento*

EXPLANATION:

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

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending October 31, 2018.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Mark Ralento* **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended October 31, 2018.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/02/2018	60934N807	2,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	2,812.50	0.00	2,812.50	0.00
Purchase	10/02/2018	60934N807	246.64	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	246.64	0.00	246.64	0.00
Purchase	10/05/2018	60934N807	450,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	450,000.00	0.00	450,000.00	0.00
Purchase	10/05/2018	60934N807	7,250.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	7,250.00	0.00	7,250.00	0.00
Purchase	10/13/2018	60934N807	3,750.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	3,750.00	0.00	3,750.00	0.00
Purchase	10/15/2018	60934N807	595,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	595,000.00	0.00	595,000.00	0.00
Purchase	10/15/2018	60934N807	280.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	280.25	0.00	280.25	0.00
Purchase	10/15/2018	60934N807	482.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	482.50	0.00	482.50	0.00
Purchase	10/15/2018	60934N807	582.08	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	582.08	0.00	582.08	0.00
Purchase	10/15/2018	60934N807	9,797.98	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	9,797.98	0.00	9,797.98	0.00
Purchase	10/15/2018	60934N807	943.33	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	943.33	0.00	943.33	0.00
Purchase	10/15/2018	60934N807	34,017.03	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	34,017.03	0.00	34,017.03	0.00
Purchase	10/15/2018	60934N807	29,133.78	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	29,133.78	0.00	29,133.78	0.00
Purchase	10/15/2018	60934N807	19,609.81	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	19,609.81	0.00	19,609.81	0.00
Purchase	10/15/2018	90LAIF\$00	116,643.89	Local Agency Investment Fund State Pool	1.000	2.09%	116,643.89	0.00	116,643.89	0.00
Purchase	10/16/2018	62479MPK3	600,000.00	MUFG Bank Ltd/NY Discount CP 2.49% Due 2/19/2019	99.129	2.55%	594,771.00	0.00	594,771.00	0.00

Transaction Ledger

As of October 31, 2018



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/16/2018	89233HQ15	600,000.00	Toyota Motor Credit Discount CP 2.46% Due 3/1/2019	99.071	2.52%	594,424.00	0.00	594,424.00	0.00
Purchase	10/18/2018	60934N807	11,585.77	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	11,585.77	0.00	11,585.77	0.00
Purchase	10/18/2018	60934N807	438.96	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	438.96	0.00	438.96	0.00
Purchase	10/19/2018	084664CG4	500,000.00	Berkshire Hathaway Note 1.7% Due 3/15/2019	99.659	2.55%	498,295.00	802.78	499,097.78	0.00
Purchase	10/19/2018	60934N807	2,221.88	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	2,221.88	0.00	2,221.88	0.00
Purchase	10/19/2018	60934N807	395,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	395,000.00	0.00	395,000.00	0.00
Purchase	10/20/2018	60934N807	3,162.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	3,162.50	0.00	3,162.50	0.00
Purchase	10/22/2018	60934N807	626.87	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	626.87	0.00	626.87	0.00
Purchase	10/30/2018	60934N807	3,437.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	3,437.50	0.00	3,437.50	0.00
Purchase	10/31/2018	60934N807	2,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	2,812.50	0.00	2,812.50	0.00
Subtotal			3,389,835.77				3,377,325.77	802.78	3,378,128.55	0.00
Short Sale	10/19/2018	60934N807	-499,097.78	Federated Investors Govt Oblig Fund Inst.	1.000		-499,097.78	0.00	-499,097.78	0.00
Subtotal			-499,097.78				-499,097.78	0.00	-499,097.78	0.00
TOTAL ACQUISITIONS			2,890,737.99				2,878,227.99	802.78	2,879,030.77	0.00
DISPOSITIONS										
Closing Purchase	10/19/2018	60934N807	-499,097.78	Federated Investors Govt Oblig Fund Inst.	1.000		-499,097.78	0.00	-499,097.78	0.00
Subtotal			-499,097.78				-499,097.78	0.00	-499,097.78	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	10/16/2018	60934N807	594,771.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	594,771.00	0.00	594,771.00	0.00
Sale	10/16/2018	60934N807	594,424.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	594,424.00	0.00	594,424.00	0.00
Sale	10/19/2018	60934N807	499,097.78	Federated Investors Govt Oblig Fund Inst.	1.000	1.66%	499,097.78	0.00	499,097.78	0.00
Subtotal			1,688,292.78				1,688,292.78	0.00	1,688,292.78	0.00
Paydown	10/15/2018	02582JHE3	0.00	American Express Credit 2017-3 A 1.77% Due 11/15/2022	100.000		0.00	280.25	280.25	0.00
Paydown	10/15/2018	02587AAJ3	0.00	American Express Credit 2017-1 1.93% Due 9/15/2022	100.000		0.00	482.50	482.50	0.00
Paydown	10/15/2018	161571HF4	0.00	Chase CHAIT 2016-A5 1.27% Due 7/15/2021	100.000		0.00	582.08	582.08	0.00
Paydown	10/15/2018	47788BAB0	9,695.23	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		9,695.23	102.75	9,797.98	0.84
Paydown	10/15/2018	47788EAB4	0.00	John Deere Owner Trust 2018-B A2 2.83% Due 4/15/2021	100.000		0.00	943.33	943.33	0.00
Paydown	10/15/2018	65478GAB6	33,651.01	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	100.000		33,651.01	366.02	34,017.03	1.32
Paydown	10/15/2018	89237RAB4	28,735.66	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		28,735.66	398.12	29,133.78	0.27
Paydown	10/15/2018	89238BAB8	19,146.06	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		19,146.06	463.75	19,609.81	1.96
Paydown	10/18/2018	43814PAB6	11,483.09	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 1/21/2020	100.000		11,483.09	102.68	11,585.77	1.02
Paydown	10/18/2018	43814UAG4	0.00	Honda Auto Receivables 2018-2 A3 3.01% Due 5/18/2022	100.000		0.00	438.96	438.96	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	10/22/2018	43815HAC1	0.00	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	100.000		0.00	626.87	626.87	0.00
Subtotal			102,711.05				102,711.05	4,787.31	107,498.36	5.41
Maturity	10/05/2018	459058ER0	450,000.00	Intl. Bank Recon & Development Note 1% Due 10/5/2018	100.000		450,000.00	0.00	450,000.00	333.00
Maturity	10/15/2018	62479MKF9	595,000.00	MUFG Bank Ltd/NY Discount CP 2.34% Due 10/15/2018	99.207		590,281.65	4,718.35	595,000.00	0.00
Maturity	10/19/2018	3135G0E58	395,000.00	FNMA Note 1.125% Due 10/19/2018	100.000		395,000.00	0.00	395,000.00	-2,010.55
Subtotal			1,440,000.00				1,435,281.65	4,718.35	1,440,000.00	-1,677.55
Security Withdrawal	10/05/2018	60934N807	2,162.57	Federated Investors Govt Oblig Fund Inst.	1.000		2,162.57	0.00	2,162.57	0.00
Security Withdrawal	10/31/2018	90SDCP\$00	29,000.00	County of San Diego Pooled Investment Pool	1.000		29,000.00	0.00	29,000.00	0.00
Subtotal			31,162.57				31,162.57	0.00	31,162.57	0.00
TOTAL DISPOSITIONS			2,763,068.62				2,758,350.27	9,505.66	2,767,855.93	-1,672.14

OTHER TRANSACTIONS										
Interest	10/02/2018	3137EADM8	450,000.00	FHLMC Note 1.25% Due 10/2/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	10/05/2018	3135G0T78	500,000.00	FNMA Note 2% Due 10/5/2022	0.000		5,000.00	0.00	5,000.00	0.00
Interest	10/05/2018	459058ER0	450,000.00	Intl. Bank Recon & Development Note 1% Due 10/5/2018	0.000		2,250.00	0.00	2,250.00	0.00
Interest	10/13/2018	3135G0U27	300,000.00	FNMA Note 2.5% Due 4/13/2021	0.000		3,750.00	0.00	3,750.00	0.00
Interest	10/19/2018	3135G0E58	395,000.00	FNMA Note 1.125% Due 10/19/2018	0.000		2,221.88	0.00	2,221.88	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	10/20/2018	3137EAEF2	460,000.00	FHLMC Note 1.375% Due 4/20/2020	0.000		3,162.50	0.00	3,162.50	0.00
Interest	10/31/2018	912828Q78	500,000.00	US Treasury Note 1.375% Due 4/30/2021	0.000		3,437.50	0.00	3,437.50	0.00
Interest	10/31/2018	912828ST8	450,000.00	US Treasury Note 1.25% Due 4/30/2019	0.000		2,812.50	0.00	2,812.50	0.00
Subtotal			3,505,000.00				25,446.88	0.00	25,446.88	0.00
Dividend	10/02/2018	60934N807	169,045.52	Federated Investors Govt Oblig Fund Inst.	0.000		246.64	0.00	246.64	0.00
Dividend	10/15/2018	90LAIF\$00	2,074,095,542.84	Local Agency Investment Fund State Pool	0.000		116,643.89	0.00	116,643.89	0.00
Subtotal			2,074,264,588.36				116,890.53	0.00	116,890.53	0.00
TOTAL OTHER TRANSACTIONS			2,077,769,588.36				142,337.41	0.00	142,337.41	0.00

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended November 30, 2018. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended November 30, 2018.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mark Ralvito*

EXPLANATION:

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

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending November 30, 2018.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Mark Ralvito* **FINANCE**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended November 30, 2018.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/01/2018	60934N807	3,128.13	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	3,128.13	0.00	3,128.13	0.00
Purchase	11/02/2018	60934N807	446.07	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	446.07	0.00	446.07	0.00
Purchase	11/03/2018	60934N807	3,545.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	3,545.00	0.00	3,545.00	0.00
Purchase	11/03/2018	60934N807	130,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	130,000.00	0.00	130,000.00	0.00
Purchase	11/06/2018	60934N807	4,200.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	4,200.00	0.00	4,200.00	0.00
Purchase	11/11/2018	60934N807	6,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	6,000.00	0.00	6,000.00	0.00
Purchase	11/15/2018	60934N807	3,250.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	3,250.00	0.00	3,250.00	0.00
Purchase	11/15/2018	60934N807	280.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	280.25	0.00	280.25	0.00
Purchase	11/15/2018	60934N807	482.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	482.50	0.00	482.50	0.00
Purchase	11/15/2018	60934N807	582.08	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	582.08	0.00	582.08	0.00
Purchase	11/15/2018	60934N807	13,557.35	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	13,557.35	0.00	13,557.35	0.00
Purchase	11/15/2018	60934N807	943.33	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	943.33	0.00	943.33	0.00
Purchase	11/15/2018	60934N807	37,211.96	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	37,211.96	0.00	37,211.96	0.00
Purchase	11/15/2018	60934N807	31,989.89	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	31,989.89	0.00	31,989.89	0.00
Purchase	11/15/2018	60934N807	22,336.19	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	22,336.19	0.00	22,336.19	0.00
Purchase	11/17/2018	60934N807	5,625.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	5,625.00	0.00	5,625.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/18/2018	60934N807	4,300.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	4,300.00	0.00	4,300.00	0.00
Purchase	11/19/2018	60934N807	3,900.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	3,900.00	0.00	3,900.00	0.00
Purchase	11/19/2018	60934N807	11,747.10	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	11,747.10	0.00	11,747.10	0.00
Purchase	11/19/2018	60934N807	438.96	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	438.96	0.00	438.96	0.00
Purchase	11/21/2018	60934N807	626.87	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	626.87	0.00	626.87	0.00
Purchase	11/27/2018	3137EAEN5	600,000.00	FHLMC Note 2.75% Due 6/19/2023	98.869	3.02%	593,214.00	7,608.33	600,822.33	0.00
Purchase	11/27/2018	60934N807	3,575.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	3,575.00	0.00	3,575.00	0.00
Purchase	11/27/2018	60934N807	440,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	440,000.00	0.00	440,000.00	0.00
Purchase	11/29/2018	60934N807	5,296.88	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	5,296.88	0.00	5,296.88	0.00
Purchase	11/30/2018	60934N807	12,506.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.85%	12,506.25	0.00	12,506.25	0.00
Subtotal			1,345,968.81				1,339,182.81	7,608.33	1,346,791.14	0.00
Security Contribution	11/30/2018	90SDCP\$00	12,000.00	County of San Diego Pooled Investment Pool	1.000		12,000.00	0.00	12,000.00	0.00
Subtotal			12,000.00				12,000.00	0.00	12,000.00	0.00
Short Sale	11/27/2018	60934N807	-600,822.33	Federated Investors Govt Oblig Fund Inst.	1.000		-600,822.33	0.00	-600,822.33	0.00
Subtotal			-600,822.33				-600,822.33	0.00	-600,822.33	0.00
TOTAL ACQUISITIONS			757,146.48				750,360.48	7,608.33	757,968.81	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Closing Purchase	11/27/2018	60934N807	-600,822.33	Federated Investors Govt Oblig Fund Inst.	1.000		-600,822.33	0.00	-600,822.33	0.00
Subtotal			-600,822.33				-600,822.33	0.00	-600,822.33	0.00
Sale	11/27/2018	60934N807	600,822.33	Federated Investors Govt Oblig Fund Inst.	1.000	1.81%	600,822.33	0.00	600,822.33	0.00
Subtotal			600,822.33				600,822.33	0.00	600,822.33	0.00
Paydown	11/15/2018	02582JHE3	0.00	American Express Credit 2017-3 A 1.77% Due 11/15/2022	100.000		0.00	280.25	280.25	0.00
Paydown	11/15/2018	02587AAJ3	0.00	American Express Credit 2017-1 1.93% Due 9/15/2022	100.000		0.00	482.50	482.50	0.00
Paydown	11/15/2018	161571HF4	0.00	Chase CHAIT 2016-A5 1.27% Due 7/15/2021	100.000		0.00	582.08	582.08	0.00
Paydown	11/15/2018	47788BAB0	13,467.45	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		13,467.45	89.90	13,557.35	1.17
Paydown	11/15/2018	47788EAB4	0.00	John Deere Owner Trust 2018-B A2 2.83% Due 4/15/2021	100.000		0.00	943.33	943.33	0.00
Paydown	11/15/2018	65478GAB6	36,889.69	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	100.000		36,889.69	322.27	37,211.96	1.45
Paydown	11/15/2018	89237RAB4	31,629.61	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		31,629.61	360.28	31,989.89	0.30
Paydown	11/15/2018	89238BAB8	21,905.95	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		21,905.95	430.24	22,336.19	2.24
Paydown	11/19/2018	43814PAB6	11,659.44	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 1/21/2020	100.000		11,659.44	87.66	11,747.10	1.04
Paydown	11/19/2018	43814UAG4	0.00	Honda Auto Receivables 2018-2 A3 3.01% Due 5/18/2022	100.000		0.00	438.96	438.96	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	11/21/2018	43815HAC1	0.00	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	100.000		0.00	626.87	626.87	0.00
Subtotal			115,552.14				115,552.14	4,644.34	120,196.48	6.20
Maturity	11/03/2018	594918BF0	130,000.00	Microsoft Note 1.3% Due 11/3/2018	100.000		130,000.00	0.00	130,000.00	130.00
Maturity	11/27/2018	3135G0YT4	440,000.00	FNMA Note 1.625% Due 11/27/2018	100.000		440,000.00	0.00	440,000.00	-6,141.96
Subtotal			570,000.00				570,000.00	0.00	570,000.00	-6,011.96
Security Withdrawal	11/05/2018	60934N807	2,162.83	Federated Investors Govt Oblig Fund Inst.	1.000		2,162.83	0.00	2,162.83	0.00
Security Withdrawal	11/13/2018	90LAIF\$00	1,200,000.00	Local Agency Investment Fund State Pool	1.000		1,200,000.00	0.00	1,200,000.00	0.00
Security Withdrawal	11/29/2018	90LAIF\$00	1,600,000.00	Local Agency Investment Fund State Pool	1.000		1,600,000.00	0.00	1,600,000.00	0.00
Subtotal			2,802,162.83				2,802,162.83	0.00	2,802,162.83	0.00
TOTAL DISPOSITIONS			3,487,714.97				3,487,714.97	4,644.34	3,492,359.31	-6,005.76

OTHER TRANSACTIONS										
Interest	11/01/2018	3137EADR7	455,000.00	FHLMC Note 1.375% Due 5/1/2020	0.000		3,128.13	0.00	3,128.13	0.00
Interest	11/03/2018	594918BF0	130,000.00	Microsoft Note 1.3% Due 11/3/2018	0.000		845.00	0.00	845.00	0.00
Interest	11/03/2018	594918BG8	270,000.00	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	0.000		2,700.00	0.00	2,700.00	0.00
Interest	11/06/2018	037833AQ3	400,000.00	Apple Inc Note 2.1% Due 5/6/2019	0.000		4,200.00	0.00	4,200.00	0.00
Interest	11/11/2018	369550BE7	400,000.00	General Dynamics Corp Note 3% Due 5/11/2021	0.000		6,000.00	0.00	6,000.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	11/15/2018	459200HM6	400,000.00	IBM Corp Note 1.625% Due 5/15/2020	0.000		3,250.00	0.00	3,250.00	0.00
Interest	11/17/2018	3137EAEK1	600,000.00	FHLMC Note 1.875% Due 11/17/2020	0.000		5,625.00	0.00	5,625.00	0.00
Interest	11/18/2018	22160KAJ4	400,000.00	Costco Wholesale Corp Note 2.15% Due 5/18/2021	0.000		4,300.00	0.00	4,300.00	0.00
Interest	11/19/2018	857477AV5	400,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.000		3,900.00	0.00	3,900.00	0.00
Interest	11/27/2018	3135G0YT4	440,000.00	FNMA Note 1.625% Due 11/27/2018	0.000		3,575.00	0.00	3,575.00	0.00
Interest	11/29/2018	3130AABG2	565,000.00	FHLB Note 1.875% Due 11/29/2021	0.000		5,296.88	0.00	5,296.88	0.00
Interest	11/30/2018	912828G53	600,000.00	US Treasury Note 1.875% Due 11/30/2021	0.000		5,625.00	0.00	5,625.00	0.00
Interest	11/30/2018	912828M98	570,000.00	US Treasury Note 1.625% Due 11/30/2020	0.000		4,631.25	0.00	4,631.25	0.00
Interest	11/30/2018	912828UB4	450,000.00	US Treasury Note 1% Due 11/30/2019	0.000		2,250.00	0.00	2,250.00	0.00
Subtotal			6,080,000.00				55,326.26	0.00	55,326.26	0.00
Dividend	11/02/2018	60934N807	52,097.68	Federated Investors Govt Oblig Fund Inst.	0.000		446.07	0.00	446.07	0.00
Subtotal			52,097.68				446.07	0.00	446.07	0.00
TOTAL OTHER TRANSACTIONS			6,132,097.68				55,772.33	0.00	55,772.33	0.00

The following page(s) contain the backup material for Agenda Item: [Warrant Register #28 for the period of 01/02/19 through 01/08/19 in the amount of \\$446,245.08. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #28 for the period of 01/02/19 through 01/08/19 in the amount of \$446,245.08.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 01/02/19 through 01/08/19.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	340224	79,509.70	Group R1192A January 2019
Southwest Signal Service	340292	56,218.96	Monthly Maintenance – October 18

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$446,245.08.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$446,245.08

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 28



WARRANT REGISTER # 28
1/8/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MANGANIELLO, S	TRAVEL REIMBURSEMENT / ENG	340157	1/8/19	146.41
ACEDO, I	RETIREE HEALTH BENEFITS JAN 2019	340158	1/8/19	160.00
ACME SAFETY & SUPPLY CORP	DAY AND NIGHT CONES / PW	340159	1/8/19	490.35
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES – PW	340160	1/8/19	104.54
ALIGNMENT EXPRESS OF CA INC	ALIGNMENT LABOR / PW	340161	1/8/19	7,193.86
ANDERSON, E	RETIREE HEALTH BENEFITS JAN 2019	340162	1/8/19	110.00
ARROWHEAD FORENSIC PRODUCTS	PROPERTIES AND EVIDENCE / POLICE	340163	1/8/19	2,485.97
ATLANTIC SAFETY PRODUCTS INC	PROPERTIES AND EVIDENCE / POLICE	340164	1/8/19	860.34
BEARD, P	RETIREE HEALTH BENEFITS JAN 2019	340165	1/8/19	70.00
BECK, L	RETIREE HEALTH BENEFITS JAN 2019	340166	1/8/19	140.00
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COST	340167	1/8/19	257.20
BISHOP, R	RETIREE HEALTH BENEFITS JAN 2019	340168	1/8/19	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS JAN 2019	340169	1/8/19	260.00
BOOT WORLD	MOP 64096 BOOTS STAFF - NSD	340170	1/8/19	125.00
BROADWAY AUTO GLASS	WINDSHIELD GREEN TINT / PW	340171	1/8/19	186.00
BULL, P	RETIREE HEALTH BENEFITS JAN 2019	340172	1/8/19	580.00
C A P F	JANUARY 2019 FIRE LTD	340173	1/8/19	906.50
CALIFORNIA DIESEL COMPLIANCE	PSIP STATEWIDE SMOKE OPACITY TEST	340174	1/8/19	432.00
CALIFORNIA LAW ENFORCEMENT	JANUARY 2019 PD LTD	340175	1/8/19	2,105.00
CARRILLO, R	RETIREE HEALTH BENEFITS JAN 2019	340176	1/8/19	290.00
CASAS, L	COUNCIL MEETING TRANSLATION SERVICES	340177	1/8/19	175.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	340178	1/8/19	7,500.00
COLE, L	RETIREE HEALTH BENEFITS JAN 2019	340179	1/8/19	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS JAN 2019	340180	1/8/19	420.00
CONDON, D	RETIREE HEALTH BENEFITS JAN 2019	340181	1/8/19	280.00
CORDERO, E	RETIREE HEALTH BENEFITS JAN 2019	340182	1/8/19	520.00
CORPUZ, T	RETIREE HEALTH BENEFITS JAN 2019	340183	1/8/19	140.00
COUNTY OF SAN DIEGO	NONPROFIT POOLS - OCT 2018	340184	1/8/19	271.00
CPOA	CPOA MEMBERSHIP / PD	340185	1/8/19	250.00
D PREP L L C	TRAINING CRITICAL INCIDENT RESPONSE / PD	340186	1/8/19	9,000.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	340187	1/8/19	15,457.79
DALEY & HEFT LLP	LIABILITY CLAIM COST	340188	1/8/19	2,595.20
DALEY & HEFT LLP	LIABILITY CLAIM COST	340189	1/8/19	2,494.60
DALEY & HEFT LLP	LIABILITY CLAIM COST	340190	1/8/19	2,183.59
DALEY & HEFT LLP	LIABILITY CLAIM COST	340191	1/8/19	406.70
DANESHFAR, Z	RETIREE HEALTH BENEFITS JAN 2019	340192	1/8/19	250.00
DANIELS TIRE SERVICE	MOP 76986 TIRES FOR CITY FLEET - PW	340193	1/8/19	3,262.55
DELTA DENTAL	JAN 2019 GROUP 05-0908600000	340194	1/8/19	15,252.58
DELTA DENTAL	DEC 2018 GROUP 05-0908601002	340195	1/8/19	135.66
DELTA DENTAL INSURANCE CO	JAN 2019 GROUP 05-7029600000	340196	1/8/19	2,838.66
DESROCHERS, P	RETIREE HEALTH BENEFITS JAN 2019	340197	1/8/19	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS JAN 2019	340198	1/8/19	70.00
DIAZ, M	RETIREE HEALTH BENEFITS JAN 2019	340199	1/8/19	680.00
DILLARD, S	RETIREE HEALTH BENEFITS JAN 2019	340200	1/8/19	480.00
DION INTERNATIONAL TRUCK INC	GAUGE AIR PRESS / PW	340201	1/8/19	331.07
D-MAX ENGINEERING	ALLEY IMPROVMTS PROJECT SEP 2018	340202	1/8/19	280.00



WARRANT REGISTER # 28
1/8/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DREDGE, J	RETIREE HEALTH BENEFITS JAN 2019	340203	1/8/19	250.00
EISER III, G	RETIREE HEALTH BENEFITS JAN 2019	340204	1/8/19	250.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE LEASE AND MAINT- ENG	340205	1/8/19	15,247.30
ETZLER, J	RETIREE HEALTH BENEFITS JAN 2019	340206	1/8/19	460.00
EXOS COMMUNITY SERVICES LLC	PROFESSIONAL SERVICES / CSD	340207	1/8/19	35,877.74
FABINSKI, D	RETIREE HEALTH BENEFITS JAN 2019	340208	1/8/19	220.00
FERNANDEZ, R	RETIREE HEALTH BENEFITS JAN 2019	340209	1/8/19	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS JAN 2019	340210	1/8/19	540.00
FLEET SERVICES INC	DRIVELINE REPAIR / PW	340211	1/8/19	593.09
FLEETPRIDE INC	MIRROR ARM AND MOTOR / PW	340212	1/8/19	906.97
FRANK TOYOTA	ARM RR WIPER / PW	340213	1/8/19	46.63
GELSKEY, K	RETIREE HEALTH BENEFITS JAN 2019	340214	1/8/19	115.00
GEORGE H WATERS NUTRITION CTR	NHC QUARTERLY BREAKFAST / CMO	340215	1/8/19	1,700.00
GEOSYNTEC CONSULTANTS INC	835 BAY MARINA CLOSURE SEP 2018	340216	1/8/19	9,580.00
GIBBS JR, R	RETIREE HEALTH BENEFITS JAN 2019	340217	1/8/19	120.00
GONZALES, M	RETIREE HEALTH BENEFITS JAN 2019	340218	1/8/19	480.00
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	340219	1/8/19	451.79
HANSON, E	RETIREE HEALTH BENEFITS JAN 2019	340220	1/8/19	135.00
HARLAN, M	RETIREE HEALTH BENEFITS JAN 2019	340221	1/8/19	500.00
HAUG, S	RETIREE HEALTH BENEFITS JAN 2019	340222	1/8/19	120.00
HEALTH NET	GROUP N7177A JANUARY 2019	340223	1/8/19	1,181.18
HEALTH NET INC	GROUP R1192A JANUARY 2019	340224	1/8/19	79,509.70
HEALTH NET INC	GROUP 57135A JANUARY 2019	340225	1/8/19	4,770.08
HERNANDEZ, P	TRAINING ADV SUB CRISIS NEG/ P HERNANDEZ	340226	1/8/19	770.78
HERNANDEZ, R	RETIREE HEALTH BENEFITS JAN 2019	340227	1/8/19	400.00
HODGES, B	RETIREE HEALTH BENEFITS JAN 2019	340228	1/8/19	200.00
IBARRA, J	RETIREE HEALTH BENEFITS JAN 2019	340229	1/8/19	780.00
INNOVATIVE CONSTRUCTION	CITYWIDE PED MIDBLOCK CROSSING	340230	1/8/19	6,998.00
JAMES, R	RETIREE HEALTH BENEFITS JAN 2019	340231	1/8/19	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS JAN 2019	340232	1/8/19	50.00
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-7002 DEC 2018	340233	1/8/19	1,670.13
KIMBLE, R	RETIREE HEALTH BENEFITS JAN 2019	340234	1/8/19	300.00
KLOS, K	RETIREE HEALTH BENEFITS JAN 2019	340235	1/8/19	480.00
LA PRENSA SAN DIEGO	NOTICE OF MEASURE - SPANISH	340236	1/8/19	390.00
LANDA, A	RETIREE HEALTH BENEFITS JAN 2019	340237	1/8/19	155.00
LCEO LLC	STROBE LIGHTS / PD	340238	1/8/19	2,715.00
LEACH, D	RETIREE HEALTH BENEFITS JAN 2019	340239	1/8/19	600.00
LEHR AUTO ELECTRIC	LIGHTED PUSH BUMPER / PW	340240	1/8/19	753.84
LIMFUECO, M	RETIREE HEALTH BENEFITS JAN 2019	340241	1/8/19	160.00
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES AS NEEDED FOR FY19	340242	1/8/19	280.00
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	340243	1/8/19	503.93
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	340244	1/8/19	402.63
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	340245	1/8/19	390.50
MAN K9 INC	CANINE TRAINING / PD	340246	1/8/19	1,040.00
MATIENZO, M	RETIREE HEALTH BENEFITS JAN 2019	340247	1/8/19	100.00
MAYER REPROGRAPHICS	SCAN PLANS / ENG	340248	1/8/19	116.61



WARRANT REGISTER # 28
1/8/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MC CABE, T	RETIREE HEALTH BENEFITS JAN 2019	340249	1/8/19	280.00
MCDANIEL, P	RETIREE HEALTH BENEFITS JAN 2019	340250	1/8/19	290.00
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COST	340251	1/8/19	2,452.35
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COST	340252	1/8/19	17.50
MEDINA, R	RETIREE HEALTH BENEFITS JAN 2019	340253	1/8/19	105.00
MENDOZA, G	RETIREE HEALTH BENEFITS JAN 2019	340254	1/8/19	290.00
MINER, D	RETIREE HEALTH BENEFITS JAN 2019	340255	1/8/19	580.00
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES - PW	340256	1/8/19	38.96
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES REPAIR DEC 2018	340257	1/8/19	165.00
NOTEWARE, D	RETIREE HEALTH BENEFITS JAN 2019	340258	1/8/19	120.00
NV5 INC	SEWER CAPITAL PROJECT	340259	1/8/19	18,636.00
OLIVARES, G	RETIREE HEALTH BENEFITS JAN 2019	340260	1/8/19	280.00
OLIVAS, O	REIMB OLIVAS ACADEMY BOOKS	340261	1/8/19	97.85
OPTUM	GROUP HB1966 JUL AUG AND SEP 2018	340262	1/8/19	35.75
PAUU JR, P	RETIREE HEALTH BENEFITS JAN 2019	340263	1/8/19	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS JAN 2019	340264	1/8/19	140.00
PENSKE FORD	MOP 49078 AUTO PARTS - PW	340265	1/8/19	1,384.59
PETERS, S	RETIREE HEALTH BENEFITS JAN 2019	340266	1/8/19	290.00
POLICE EXECUTIVE RESEARCH	CHIEF OF POLICE MEMBERSHIP	340267	1/8/19	200.00
POST, R	RETIREE HEALTH BENEFITS JAN 2019	340268	1/8/19	280.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	340269	1/8/19	3,219.81
PROFORCE LAW ENFORCEMENT	STROBE LIGHTS TAC / PD	340270	1/8/19	1,163.04
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	340271	1/8/19	284.00
RAY, S	RETIREE HEALTH BENEFITS JAN 2019	340272	1/8/19	190.00
ROARK, L	RETIREE HEALTH BENEFITS JAN 2019	340273	1/8/19	135.00
RUIZ, J	RETIREE HEALTH BENEFITS JAN 2019	340274	1/8/19	310.00
S & S WELDING	ALUMINUM FLANGES FOR PIPES / PW	340275	1/8/19	471.98
SAN DIEGO HYDRAULICS	BEARINGS / PW	340276	1/8/19	462.48
SANCHEZ, L	RETIREE HEALTH BENEFITS JAN 2019	340277	1/8/19	330.00
SASI	MONTHLY TRUST ACCT DEC 2018 JAN 2019	340278	1/8/19	436.50
SASI	MONTHLY TRUST ACCT NOV DEC 2018	340279	1/8/19	41.50
SDG&E	GAS & ELECTRIC UTILITIES - PW	340280	1/8/19	34,781.25
SDG&E	GAS & ELECTRIC UTILITIES - PW	340281	1/8/19	23,418.77
SERVATIUS, J	RETIREE HEALTH BENEFITS JAN 2019	340282	1/8/19	340.00
SHORT, C	RETIREE HEALTH BENEFITS JAN 2019	340283	1/8/19	300.00
SIGNWAREHOUSE INC	ENDURA LIGHT / ENGINEERING	340284	1/8/19	109.51
SIRCHIE FINGER PRINT	PROPERTIES AND EVIDENCE / POLICE	340285	1/8/19	2,190.55
SITEONE LANDSCAPE SUPPLY LLC	TRC COMMANDER RECEIVER	340286	1/8/19	711.45
SMART & FINAL	MOP SMART & FINAL	340287	1/8/19	60.00
SMART SOURCE OF CALIFORNIA LLC	MOP.63845 BUSINESS CARDS/ENG	340288	1/8/19	110.93
SMITH, J	RETIREE HEALTH BENEFITS JAN 2019	340289	1/8/19	320.00
SOSA, P	REIMB SOSA ACADEMY BOOKS	340290	1/8/19	119.14
SOUTH COAST EMERGENCY	SEATBELT - TURN SIGNAL SWITCH / PW	340291	1/8/19	677.30
SOUTHWEST SIGNAL SERVICE	MONTHLY MAINTENANCE – OCTOBER 2018	340292	1/8/19	56,218.96
STAPLES BUSINESS ADVANTAGE	MOP 45704. AED CABINET FOR CAMACHO REC / CSD	340293	1/8/19	1,103.64
STARTECH COMPUTERS	MOP 61744 COMP ACCESSORIES - MIS	340294	1/8/19	2,313.31



**WARRANT REGISTER # 28
1/8/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
STEWART, W	RETIREE HEALTH BENEFITS JAN 2019	340295	1/8/19	200.00
STRASEN, W	RETIREE HEALTH BENEFITS JAN 2019	340296	1/8/19	135.00
SWEETWATER AUTHORITY	WATER SERVICES UTILITIES / PW	340297	1/8/19	5,877.86
THE LINCOLN NATIONAL LIFE INS	GROUP 415491 JANUARY 2019	340298	1/8/19	9,897.21
THE LINCOLN NATIONAL LIFE INS	GROUP 415491 DECEMBER 2018	340299	1/8/19	9,792.04
THE STAR NEWS	ADVERTISING NOTICES FOR FY19	340300	1/8/19	407.44
TIPTON, B	RETIREE HEALTH BENEFITS JAN 2019	340301	1/8/19	250.00
TURF STAR INC	ADAPTER AND ROAD LIGHT KIT	340302	1/8/19	1,673.21
U S BANK	CREDIT CARD EXPENSES / PD	340303	1/8/19	575.06
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	340304	1/8/19	222.85
UNITED PARCEL SERVICE	SHIPPING SERVICES / PW	340305	1/8/19	127.50
UNITED ROTARY BRUSH CORP	MOP 62883 ST SWEEPER REPAIR - PW	340306	1/8/19	781.68
VERRY, L	RETIREE HEALTH BENEFITS JAN 2019	340307	1/8/19	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS JAN 2019	340308	1/8/19	480.00
VISION SERVICE PLAN	JANUARY 2019 VISION SERVICE PLAN	340309	1/8/19	820.35
VISTA PAINT	MOP 68834 PAINT SUPPLIES - NSD	340310	1/8/19	731.47
VORTEX INDUSTRIES INC	CITY WIDE ON SITE SERVICE & REPAIRS	340311	1/8/19	750.00
WEST PAYMENT CENTER	BOOKS / CITY ATTORNEY'S OFFICE	340312	1/8/19	408.93
WHITE, J	RETIREE HEALTH BENEFITS JAN 2019	340313	1/8/19	230.00
YBARRA, A	TRAINING ADV POST SUB SLI 6/ A Y	340314	1/8/19	468.00
YBARRA, A	TRAINING ADV POST SLI 4/A Y	340315	1/8/19	384.00
YOUNG, G	REIMB YOUNG FOR FLAG SEWINGS AND BOXES	340316	1/8/19	126.90
Z A P MANUFACTURING INC	YARD RED FILM / PW	340317	1/8/19	499.99
			A/P Total	446,245.08
GRAND TOTAL				\$ 446,245.08

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, MEMBER

MONA RIOS, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 19TH OF FEBRUARY 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #29 for the period of 01/09/19 through 01/15/19 in the amount of \\$1,777,456.39.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #29 for the period of 01/09/19 through 01/15/19 in the amount of \$1,777,456.39.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 01/09/19 through 01/15/19.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Ameresco Inc	340326	137,845.41	Energy Svc Agreement Nov 2018
Tyler Technologies Inc	340398	60,843.32	Eden Support 1/01/19 – 12/31/19
Adminsure inc	510105	65,905.38	W/C Acct Replenishment / Dec 18
Public Emp Ret System	1092018	242,420.03	Service Period 12/04/18 – 12/17/18

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$1,777,456.39.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,777,456.39

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 29



WARRANT REGISTER # 29
1/15/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
EISER III, G	PROFESSIONAL SERVICES	340318	1/15/19	4,940.00
MATTHEW BENDER & COMP INC	BOOKS / CITY ATTORNEY'S OFFICE	340319	1/15/19	87.08
ABLE PATROL & GUARD	SECURITY GUARD SERVICES	340320	1/15/19	2,208.90
ADDICTION MEDICINE	DOT DRUG & ALCOHOL TESTING	340321	1/15/19	557.00
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASST PROGRAM JAN 2019	340322	1/15/19	1,074.00
ALDEMCO	FOOD - NUTRITION CENTER	340323	1/15/19	5,737.68
ALL FRESH PRODUCTS	CONSUMABLES - NUTRITION CENTER	340324	1/15/19	598.91
AMAZON	BOOKS / LIBRARY	340325	1/15/19	2,695.41
AMERESCO INC	ENERGY SVC AGREEMENT NOV 2018	340326	1/15/19	137,845.41
AT&T	AT&T SBC PHONE SERVICE FOR NOVEMBER	340327	1/15/19	10,548.91
AT&T	AT&T SBC PHONE SERVICE FOR NOVEMBER	340328	1/15/19	2,291.80
AT&T	AT&T SBC PHONE SERVICE FOR DECEMBER	340329	1/15/19	405.36
BAKER & TAYLOR	BOOKS / LIBRARY	340330	1/15/19	759.54
BEECHER, J	TREE TRIMMER LICENSE REIMB - PW	340331	1/15/19	45.00
BICKMORE	INSURED GEN LIABILITY & W/C PROGRAM	340332	1/15/19	4,500.00
BLAZENSKI, MICHAEL	SVCS / AUDIT OF FINANCIAL RECORDS & CAFR	340333	1/15/19	4,112.50
BRODART CO	BOOKS FOR LIBRARY	340334	1/15/19	640.53
CEB	BOOKS / CITY ATTORNEY'S OFFICE	340335	1/15/19	288.01
CLEAN HARBORS ENVIRONMENTAL	HAZARDOUS WASTE FOR OCT 2018	340336	1/15/19	1,280.46
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	340337	1/15/19	669.80
COUNTY OF SAN DIEGO	STORMWATER REGIONAL PROGRAM	340339	1/15/19	1,834.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR DECEMBER	340340	1/15/19	5,014.73
CYNTHIA TITGEN CONSULTING INC	W/C CONSULTING DEC 2018	340341	1/15/19	2,415.00
DE LAGE LANDEN	LEASE 20 SHARP COPIERS / DECEMBER	340342	1/15/19	2,939.63
DEEPNET SECURITY	DEEPNET SUPPORT RENEWAL~	340343	1/15/19	2,290.00
DEPARTMENT OF INDUSTRIAL	NONCOMPLIANT INSPECTION / ENG	340344	1/15/19	2,025.00
DEPARTMENT OF JUSTICE	FINGERPRINT APPS TEST NOV 2018	340345	1/15/19	192.00
D-MAX ENGINEERING	NC STORM WATER SERVICES DEC 2018	340346	1/15/19	6,256.13
DOCUFLOW SOLUTIONS INC	ANNUAL TYPEWRITER MAINTENANCE / FINANCE	340347	1/15/19	65.00
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	340348	1/15/19	106.60
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES - PW	340349	1/15/19	67.86
GONZALEZ, L	WASTEWATER EDUC REIMB DEC 2018	340350	1/15/19	950.00
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	340351	1/15/19	433.25
GRANICUS INC	GOVERNMENT TRANSPARENCY MEETING	340352	1/15/19	1,477.35
HERNANDEZ, P	TRAINING REIMBURSEMENT FOR FIREARMS	340353	1/15/19	327.43
IDEMIA IDENTITY & SECURITY USA	FINGERPRINT SUBMISSIONS NOV 2018	340354	1/15/19	6.00
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE FOR FY19	340355	1/15/19	185.40
J GARDNER & ASSOCIATES LLC	OVAL JR BADGE SILVER FOIL W GOLD / PD	340356	1/15/19	1,070.89
KIMLEY HORN	EL TOYON LAS PALMAS PS&E NOV 2018	340358	1/15/19	29,445.99
LASER SAVER INC	MOP 45725 / PRINTER SUPPLIES / MIS	340359	1/15/19	271.66
LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES NOV 30, 2018	340360	1/15/19	416.00
LIEU, C	REIMB / LITERACY TUTOR APPRECIATION LUNCH	340361	1/15/19	339.20
LOPEZ, R	TRAINING REIM DUI / PD / LOPEZ	340362	1/15/19	94.49
MATTHEW BENDER & COMP INC	BOOKS / CITY ATTORNEY'S OFFICE	340363	1/15/19	1,463.46
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	340364	1/15/19	1,636.68
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	340365	1/15/19	70.00
MICHAEL BAKER INTERNATIONAL	CONST SUPPORT LAS PALMAS OCT 2018	340366	1/15/19	2,640.00



WARRANT REGISTER # 29
1/15/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MIDWEST TAPE	DVDS / LIBRARY	340367	1/15/19	1,313.08
MINUTEMAN PRESS	ANNUAL PRINTING OF BUDGET BOOK FY19	340368	1/15/19	1,504.06
MOR FURNITURE FOR LESS	FURNITURE / MAYOR SOTELO-SOLIS	340369	1/15/19	1,120.08
MOSSY NISSAN	MOP 80703 AUTO SUPPLIES - PW	340370	1/15/19	21.00
MUNICIPAL CODE CORPORATION	MUNI CODE SUPP 51, UPDATE 2	340371	1/15/19	209.00
MUNOZ, L	REIMB CITY OATH CEREMONY - CM	340372	1/15/19	104.94
NERI LANDSCAPE ARCHITECTURE	EL TOYON PARK MASTER PLAN & STUDY	340373	1/15/19	5,794.61
NOWDOCS INTERNATIONAL INC	W2 FORMS & ENVELOPES / FINANCE	340374	1/15/19	215.33
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	340375	1/15/19	76.67
PADRE JANITORIAL SUPPLIES	CONSUMABLES - NUTRITION CENTER	340376	1/15/19	1,152.71
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	340377	1/15/19	750.56
PENA VELOZ, J	WASTEWATER EDUC REIMB DEC 2018	340378	1/15/19	162.00
POWER PLUS	PARADISE CREEK PARKS PUMPS	340379	1/15/19	360.00
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	340380	1/15/19	110.51
PRO-EDGE KNIFE	CONSUMABLES - NUTRITION CENTER	340381	1/15/19	46.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	340382	1/15/19	1,572.08
RANDALL LAMB ASSOCIATES INC	ENERGY CONTRAC SUPPORT DEC 2018	340383	1/15/19	4,612.50
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES - NUTRITION	340384	1/15/19	1,679.82
SANDERS, J	S-190 FIRE BEHAVIOR EDUC REIMB NOV 2018	340385	1/15/19	557.93
SEAPORT MEAT COMPANY	FOOD - NUTRITION CENTER	340386	1/15/19	862.65
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY19	340387	1/15/19	4,880.01
SOUTHERN CALIF TRUCK STOP	MOP 45758 GEN AUTO SUPPLIES - PW	340388	1/15/19	850.11
SOUTHWEST SIGNAL SERVICE	INSTALL NEW SOLAR SYSTEM 24TH/F	340389	1/15/19	16,400.50
SPARKLETT'S	WATER SERVICE - NUTRITION CENTER	340390	1/15/19	59.20
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES/LIBRARY	340391	1/15/19	1,070.21
STARTECH COMPUTERS	MOP #61744/COMPUTER ACCESSORIES/MIS	340392	1/15/19	1,143.02
SWRCB	ANNUAL PERMIT FEE OCT 2018 - SEP 2019	340393	1/15/19	22,046.00
SYSCO SAN DIEGO INC	FOOD - NUTRITION CENTER	340394	1/15/19	5,737.33
TAM DAO	REFUND FOR OVERPAID BUSINESS TAX, ACCT 1	340395	1/15/19	30.00
THE ENGRAVING STORE	ENGRAVING BOX / POLICE DEPT	340396	1/15/19	47.50
THE STAR NEWS	ADVERTISING NOTICES FOR FY19	340397	1/15/19	102.50
TYLER TECHNOLOGIES INC	EDEN SUPPORT 1/1/19 - 12/31/19	340398	1/15/19	60,843.32
U S BANK	CREDIT CARD EXPENSES / RISK	340399	1/15/19	2,699.68
U S BANK	CREDIT CARD EXPENSES / CMO	340400	1/15/19	35.96
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICALS DEC 2018	340401	1/15/19	456.00
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 GENERAL SUPPLIES - PW	340402	1/15/19	148.25
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR NOVEMBER	340403	1/15/19	14,180.42
WEST PAYMENT CENTER	BOOKS / CITY ATTORNEY'S OFFICE	340404	1/15/19	1,550.68
WESTFLEX INDUSTRIAL	MOP 45850 GENERAL AUTO SUPPLIES - PW	340405	1/15/19	51.49
WETMORES	MOP 80333 AUTO SUPPLIES - PW	340406	1/15/19	77.65
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	340407	1/15/19	200.05
A/P Total				400,155.46



**WARRANT REGISTER # 29
1/15/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS				
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE JAN 2019	426796	1/11/19	538.65
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET DECEMBER 2018	510090	1/10/19	27,188.11
ADMINSURE INC	W/C ACCT REPLENISHMENT DEC 2018	510105	1/10/19	65,905.38
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 12/04/18 - 12/17/18	1092019	1/9/19	242,420.03
PAYROLL				
Pay period	Start Date	End Date	Check Date	
2	1/1/2019	1/14/2019	1/9/2019	1,041,248.76
GRAND TOTAL				\$ 1,777,456.39

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, MEMBER

MONA RIOS, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 19TH OF FEBRUARY 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing various fiscal year 2019 mid-year budget adjustments. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing various fiscal year 2019 mid-year budget adjustments.

PREPARED BY: Yen Kelly, Budget Analyst

PHONE: 619-336-4332

DEPARTMENT: Finance

APPROVED BY: Mark Ralvitz

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: Mark Ralvitz **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept the staff report and adopt the resolution authorizing fiscal year 2019 mid-year budget adjustments.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff report
2. Resolution
3. Exhibit "A" – Supplemental Appropriation Requests, Fiscal Year 2019



City Council Staff Report

February 19, 2019

ITEM

Staff Report: Fiscal Year 2019 Mid-Year Budget Review

BACKGROUND

Consistent with the Strategic Plan objective of fiscal transparency, this report provides the mid-year status of the City's General Fund operating budget. A first quarter status report was presented on January 22, 2019. The purpose of this report is to review the financial results of the activities of the first half of the current fiscal year and provide projections of revenues and expenditures through the end of the fiscal year. In addition, the report recommends various budget adjustments.

DISCUSSION

First Half of Fiscal Year 2019

The adopted Fiscal Year 2019 budget authorizes the use of unassigned fund balance for operating and capital expenditures and the use of committed fund balance – specifically, the Facilities Maintenance Reserve – for urgent (“Tier 1”) facilities maintenance needs. The use of unassigned fund balance for operating expenses is considered a structural deficit.

Based on year-to-date actual revenues and expenditures through December 31, 2018 and expected activities through year-end, the anticipated use of unassigned fund balance is less than originally projected, while the use of committed fund balance is greater. The following sections of this report will discuss the significant factors leading to the variances.

Revenues

For fiscal year 2019, General Fund revenues are expected to be greater than amounts budgeted by \$2.8 million. The projected variances in each revenue category resulting in the overall variance are shown in the “Fiscal Year-End Revenue Projections” table. The “Mid-Year Revenue Comparison” table below compares revenues realized through the mid-point of this fiscal year to the mid-point of last fiscal year.

Mid-Year Revenue Comparison

GENERAL FUND
 REVENUES
 AS OF DECEMBER 31ST

<u>Revenue Category</u>	<u>FY 19</u>	<u>FY 18</u>	<u>Difference</u>
Sales & Use Tax	\$ 6,581,756	\$ 6,322,315	\$ 259,440
District Transactions & Use Tax	4,347,216	3,978,559	368,657
Property Tax ¹	826,231	835,816	(9,585)
Property Tax in Lieu of VLF ²	-	-	-
Other Revenues	3,650,666	4,388,223	(737,557)
Total	<u>\$15,405,869</u>	<u>\$15,524,913</u>	<u>\$(119,045)</u>

1 reflects reduction for property tax allocation to the Library and Parks Maintenance funds

2 VLF – vehicle license fees

3 Transfer(s) In not reflected.

The General Fund’s primary sources of revenue are the sales & use tax, the district transactions & use tax, property tax in lieu of vehicle license fees, and property taxes. During the first six months of the current fiscal year, these revenues were approximately \$11.8 million, \$0.6 million ahead of last year, while General Fund revenues as a whole totaled \$15.4 million, approximately \$0.1 million less the same period last year. Significant factors in the year to year difference include the following:

- Combined, receipts from the sales-related taxes, sales & use tax and the City’s district transactions & use tax, were \$0.6 million above those received for the same period of the prior fiscal year. Contributing to the positive variance of these revenues were allocations which were due to the City during the 4th quarter of the prior fiscal but were delayed until the current fiscal year, as the State transitioned to a new sales tax reporting system. In general, however, the building & construction sector, as well as business & industry, fuel & service stations, and restaurants & hotels have been steady or strong overall, but autos & transportation, and general consumer goods have not performed as well as expected.
- “Other Revenues” comprises all other General Fund revenues not specifically identified in the above table. These revenues were \$0.7 million lower during the first half of the year compared to the first half of last year. As is to be expected, some of the accounts are ahead of last year’s amounts and some are behind, because of the nature of the funding source and variations that occur from year to year in the timing of receipts.

While no amounts are reflected in the table for property tax in lieu of vehicle license fees (“VLF”) revenue, it is included in this table because it is a significant funding source for the City. In accordance with State statutes, this revenue, which is based on the change in assessed property valuations, is distributed to the City by the County of San Diego in two equal installments, the first of which is paid in January and the second in May. The revenue anticipated from this source for the current fiscal year is reflected in the table below.

Fiscal Year-End Revenue Projections

GENERAL FUND
 REVENUES
 FISCAL YEAR 2019

<u>Revenue Category</u>	<u>Projected</u>	<u>Adjusted Budget</u> ¹	<u>Projected Balance</u>	<u>% Variance</u>
Sales & Use Tax	\$18,990,000	\$18,078,000	\$ 912,000	5.0%
District Transactions & Use Tax	11,965,000	11,359,000	606,000	5.3%
Property Tax ²	2,164,001	2,146,711	17,290	0.8%
Property Tax in Lieu of VLF	6,681,226	6,661,664	19,562	0.3%
Other Revenues	23,126,512	21,846,392	1,280,120	5.9%
Total	\$62,926,739	\$60,091,767	\$ 2,834,972	4.7%

1 adopted budget total, plus budget amendments and an adjustment of \$5.5 million to Other Revenues to balance revenues to appropriations for the revenue offset WI-TOD and Paradise Creek Park Remediation capital improvement project that was carried forward from fiscal year 2018.

2 reflects reduction for property tax allocation to the Library and Parks Maintenance funds

3 Transfer(s) In not reflected

The above table provides projections of fiscal year 2019 General Fund revenues and compares them to their adjusted budgets. As noted above, General Fund revenues are expected to exceed the adjusted budget by approximately \$2.8 million overall. This estimate is based upon year-to-date and historical data, input from the City’s sales tax consultant, and information obtained from the State of California and County of San Diego. Significant elements of the expected overall positive variance include:

- As explained above, both sales & use tax and the district transaction & use tax are above actuals for the same time period last fiscal year. The influence of the delayed payments on the revenues to date currently results in a projection that these revenues will exceed their budgets.
- Other Revenues will exceed their budgeted total by \$1.3 million, which is attributable to a combination of projected positive and negative variances in the various individual accounts with the most significant variances noted below:
 - overtime reimbursements from the state and federal governments for the Fire Department’s assistance in fighting wildfires throughout the State during the first half of this fiscal year, +\$0.7 million;
 - increased refunds related to insurance claims, \$0.1 million;
 - increase in utility company permits revenues, \$0.1 million.

Expenditures

Expenditure totals at year-end are expected to exceed the budget by \$0.5 million. The projected variances in each expenditure category resulting in the overall variance are shown in the “Fiscal

Year-End Expenditure Projections” table. The “Mid-Year Expenditure Comparison” below compares expenditures through the mid-point of this fiscal year to the mid-point of last fiscal year.

Mid-Year Expenditure Comparison

GENERAL FUND
 EXPENDITURES
 AS OF DECEMBER 31ST

<u>Expenditure Category</u>	<u>FY 19</u>	<u>FY 18</u>	<u>Difference</u>
Personnel Services	\$21,157,060	\$19,074,707	\$2,082,353
Maintenance & Operations	2,572,922	2,360,234	212,687
Capital Outlay	46,383	39,528	6,855
Capital Improvement Program	2,630,357	1,371,173	1,259,184
Internal Service Charges	3,770,772	4,002,050	(231,278)
Total	\$30,177,495	\$26,847,692	\$3,329,802

1 Transfer(s) Out not reflected

As of December 31, 2018, General Fund expenditures totaled \$30.2 million, exceeding those at the same point last fiscal year by \$3.3 million. The most significant factors in the year-to-year difference were:

- higher personnel costs than for fiscal year 2018 at the same point, primarily due to negotiated compensation increases and overtime charges; and
- savings in internal service charges resulting from the change in allocation methodology adopted for fiscal year 2019.

The expenditure differences shown in all other accounts are primarily the result of timing differences of costs being incurred from one year to the next in the course of the City carrying out its various service responsibilities and capital projects.

The table below provides a projection of General Fund expenditures for all of fiscal year 2019 and compares them to the adjusted budget. As noted above, General Fund expenditures are expected to be greater than the adjusted budget by approximately \$0.5 million overall.

Fiscal Year-End Expenditure Projections

GENERAL FUND
 EXPENDITURES
 FISCAL YEAR 2019

<u>Expenditure Category</u>	<u>Projected</u>	<u>Adjusted Budget</u> ¹	<u>Projected Balance</u>	<u>% Variance</u>
Personnel Services	\$38,492,973	\$38,190,898	\$ 302,075	(0.8)%
Maintenance & Operations	6,989,320	6,952,847	36,473	(0.5)%
Capital Outlay	167,731	167,731	-	(0.0)%
Capital Improvements	14,557,591	14,457,591	100,000	(0.7)%
Internal Service Charges	7,596,545	7,596,545	-	0.0%
Total	\$67,804,160	\$67,365,612	\$ 438,548	(0.7)%

1 adopted budget total, plus budget amendments, and encumbrances and capital projects appropriations carried forward from previous fiscal year(s)

2 Transfer(s) Out not reflected

Personnel costs at fiscal-year-end are projected to be higher than budget by \$0.3 million, primarily resulting from net of increases in overtime charges and full and part-time salaries and decreases in health insurance premiums and savings from vacant authorized positions. The overtime increases are largely due to the Fire Department’s assistance in battling wildfires throughout the State. The personnel compensation increases are associated with the State-mandated minimum wage increase, the negotiated Municipal Employees’ Association increase, and staffing adjustments requested by the Police Department. The Police Department’s requested staffing adjustment includes the replacements of an Investigative Aide and Police Dispatch Supervisor for a Crime Scene Specialist and Police Support Services Manager, respectively. Since the new positions requested would replace existing positions, if approved, the change would not result in an overall increase in budgeted positions.

The projected overage in maintenance & operations is a combination of anticipated savings in various accounts offset by unanticipated expenses in others.

The negative budget versus actual projection for capital improvements reflects staff’s request for the use of committed fund balance of \$100,000 to fund an urgent ceiling repair project in City Hall. All other adjusted budget appropriations for capital improvements are being projected as being entirely spent, because none of the current projects are expected to yield any savings from the amounts budgeted. It is likely, however, that some portion of the current year’s appropriations will be unspent at year-end and will be carried over to next fiscal year.

Budgetary adjustments recommended to address projected overages are included in the “Supplemental Appropriation Requests” attachment (Exhibit “A”). Justification for the personnel adjustments and their fiscal impact are included in the “Personnel Requests” attachment (Exhibit “B”).

Staff will continue to monitor all expenses and provide revised projections in the third quarter budget status report.

Transfers In/Out

While technically not revenues and expenditures (and, hence, not shown above), transfers in and out of the General Fund contribute to fund balance increases and decreases, respectively. Transfers in and out are not expected to deviate from the budgeted amounts.

Net Impact on Unassigned Fund Balance

As discussed above, the General Fund is expected to realize more revenues than budgeted and to spend more overall than budgeted. The combination of the two will result in the use of a lesser amount of unassigned fund balance than reflected in the adjusted budget. The adjusted budget reflects a use of \$4.3 million in unassigned fund balance. Combining the above revenue and expenditure projections with expected transfers in and out results in an anticipated decrease of \$2.4 million in the use of unassigned fund balance. (See the “Balance” column in the table below.) As a result, the use of unassigned fund balance for the fiscal year is projected to total \$1.8 million.

GENERAL FUND
 IMPACT ON UNASSIGNED FUND BALANCE
 FISCAL YEAR 2019

	<u>Projected</u>	<u>Adjusted Budget</u>	<u>Balance</u>
Revenue	\$ 62,926,739	\$ 60,091,767	\$ 2,834,972
Transfers In	62,829	62,829	-
Total Revenue & Transfers In	\$ 62,989,568	\$ 60,154,596	\$ 2,834,972
Expenditures	\$(67,804,160)	\$(67,365,612)	\$ 438,548
Transfers Out	(1,858,192)	(1,858,192)	-
Total Expenditures & Transfers Out	\$(69,662,352)	\$(69,223,804)	\$ 438,548
Use of Fund Balance	\$ 6,672,784	\$ 9,069,208	\$ 2,396,424
Less Use of Assigned Fund Balance *	4,188,442	4,188,442	-
Less Use of Committed Fund Balance *	700,000	600,000	\$ 100,000
Use of Unassigned Fund Balance	\$ 1,784,342	\$ 4,280,766	\$2,496,424

* For purpose of estimating use of unassigned fund balance, all appropriations impacting assigned fund balance assumed to be expended.

BUDGET ADJUSTMENTS

During the mid-year budget review process, the Department of Finance identified budget adjustments necessary due to expenses unanticipated during the annual budgeting process. In addition, departments have been afforded the opportunity to submit supplemental appropriation requests based upon actual or projected budgetary requirements not anticipated during the annual budgeting process and to request other budget adjustments. The attached schedules reflect the recommended and requested adjustments. The recommendation section below provides a summary of those adjustments by account group and fund.

RECOMMENDATION

Authorize the City Manager to approve budget adjustments up to the following amounts:

- **General Fund**
 - Expenditures
 - \$961,901 Personnel
 - \$175,208 Maintenance & Operations
 - \$100,000 Capital Improvements
 - Revenues
 - \$600,600 Other Revenue
- **Gas Taxes Fund**
 - Expenditures
 - \$40,000 R&M Traffic Control Devices
- **Sewer Service Fund**
 - Expenditures
 - \$9,000 Electricity & Gas
- **Nutrition Fund**
 - Expenditures
 - \$8,633 Consumable Supplies
- **Mile of Cars Landscape Maintenance District Fund**
 - Expenditures
 - \$32,216 Maintenance & Operations
 - Revenues
 - \$32,216 Mile of Cars Maintenance District

- **Development Impact Fee Fund**

- Transfer In

- \$756,992 Transfer from Fund 326 Transportation Impact Fees

- **Transportation Impact Fee Fund**

- Expenditures

- \$65,000 Capital Improvement

- Transfer Out

- \$756,992 Transfer to Fund 325 Development Impact Fees

- **Low & Moderate Income Housing Asset Fund**

- Expenditures

- \$7,920 Personnel Services

FISCAL IMPACT

The recommended General Fund budget adjustments have been reflected in the projections of total revenues and expenditures to fiscal year end. If approved, they will result in additional appropriations of \$1,237,109 offset by revenues of \$600,600.

ATTACHMENTS

Resolution

Exhibit “A” – Supplemental Appropriation Requests, Fiscal Year 2019

Exhibit “B” – Personnel Requests, Fiscal Year 2019 Mid-year

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2019

Department	Appropriation Account	Appropriation Amount	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
General Fund (001)					
1	City Council	Professional Services	7,993 Donations State of the City Address	1,000	6,993
	<ul style="list-style-type: none"> ▪ Expenditures were budgeted at \$18,000, and \$25,992.85 was spent, requiring an appropriation increase of \$7,992.85. ▪ Revenues (donations) were budgeted at \$10,000, and \$11,000 was received; thus, the revenue budget should be increased by \$1,000. <p>(Beginning fund balance attributable to the State of the City Address was \$13,598.38.)</p>				
2	City Council	Personnel Services	34,509		34,509
	<p>The Executive Assistant IV position in the City Council's budget was reassigned to the Housing & Economic Development (HED) department. The Personnel Services appropriation associated with the Executive Assistant IV position in the amount of \$46,277 has been transferred to HED's budget. An appropriation of \$34,509 is requested to establish a Personnel Services budget in the City Council's budget for the Confidential Assistant position replacing the former Executive Assistant IV position. As a result of these changes, a budgetary savings of \$11,768 will be realized in the City Council's budget.</p>				
3	City Clerk	Personnel Services	4,105		4,105
	Impact of MEA compensation increases.				
4	City Attorney	Personnel Services	15,641		15,641
	<ul style="list-style-type: none"> ▪ Leave sell-back higher than budgeted (\$5,959). ▪ Impact of Confidential employee compensation increases (\$6,718). ▪ Differential pay for acting appointments higher than budgeted (\$2,964). 				
6	Human Resources	Professional Services	8,265		8,265
	Increases related to recruitment services and legal costs.				
7	Police	Personnel Services	170,220		170,220
	Police	Crime Scene Specialist	1,488		1,488
	Police	Police Support Services Manager	4,844		4,844
	<ul style="list-style-type: none"> ▪ Net of increases and savings in various Personnel Services accounts. ▪ The addition of a new Crime Scene Specialist and Police Support Services Manager is offset by savings from defunding the Investigative Aide and Police Dispatch Supervisor positions. If approved, an additional total appropriation of \$6,332 is requested for period starting 2/26/19 through fiscal year end. 				

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2019

	Department	Appropriation Account	Appropriation Amount	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
8	Building	Personnel Services	8,878			8,878
	Impact of MEA compensation increases.					
9	Fire	Personnel Services	649,600	Overtime Reimbursements	599,600	50,000
10	Fire	Training, Travel & Subsistence	1,600			1,600
11	Fire	Wearing Apparel	27,550			27,550
12	Fire	Communication Materials	10,000			10,000
13	Fire	Minor Equipment - Less than \$5K	14,900			14,900
	<ul style="list-style-type: none"> ▪ The Fire department provided assistance in fighting the wildfires that occurred in various portions of the State during the first half of the fiscal year. Additional appropriations totaling \$599,600 are needed to cover overtime expenses and related workers' compensation and travel expenses. These costs will be revenue offset. The remaining \$50,000 is the associated overtime cost to train 5 firefighter recruits. ▪ The replacement of 5 firefighter recruits also requires the appropriation of additional funds for training and apparel in the amounts listed. 					
15	Engineering & Public Works	Street Lights & Signals	30,000			30,000
	The FY 19 budget for this activity was reduced from previous years based on anticipated savings from using LED lights. However, due to the delayed implementation of the planned LED lights and the installation of additional LED street and safety lights, the anticipated savings have not been realized.					
16	Housing & Economic Dev.	Personnel Services	26,532			26,532
	Impact of MEA compensation increases.					
17	Community Services	Personnel Services	46,084			46,084
	Impact of MEA compensation increase (17,156) and overtime (26,533), plus associated cost in workers' compensation (1,216) and Medicare (1,179).					
18	Non-Departmental	Professional Services	74,900			74,900
19	Non-Departmental	Facilities Upgrade - Tier 1 Project	100,000			100,000
	<ul style="list-style-type: none"> ▪ Professional services agreements for the recruitment of a new city manager (\$24,900) and for a law firm for expertise in negotiating the deployment of small cell wireless equipment in City rights-of-way (\$50,000). ▪ Appropriation of Facilities Maintenance Reserve committed fund balance for the repair of ceiling at City Hall. 					

General Fund - Unassigned Fund Balance	1,137,109	600,600	536,509
General Fund - Committed Fund Balance	100,000	-	100,000
General Fund Total	1,237,109	600,600	636,509

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2019

Department	Appropriation Account	Appropriation Amount	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
Gas Taxes Fund (109)					
1	Engineering & Public Works	R&M Traffic Control Devices		40,000	40,000
Increased CIP cost as a result of damages to light poles. Staff anticipates cost recovery from insurance settlements, however, the value of the settlement is unknown at this time.					
Sewer Service Fund (125)					
1	Engineering & Public Works	Electricity & Gas		9,000	9,000
The pump stations located on W. 18th St. and on Tidelands Ave. malfunctioned, resulting in higher than normal energy costs. The pump stations have been repaired and are now running at normal capacity and energy usage.					
Nutrition Fund (166)					
1	Housing & Economic Dev.	Consumable Supplies		8,633	8,633
Additional consumable supplies needed due to kitchen and dishwashing repairs.					
Mile of Cars Landscape Maintenance District Fund (195)					
1	Planning	Maintenance & Operations		32,216	-
Adjustment of budget to reflect the total expenditures shown in the Engineer's report for FY 19 plus the amount of missed payment from the General Fund in FY 18.					
Transportation Impact Fees Fund (326)					
1	Non-Departmental	Transfer To Other Fund		756,992	756,992
1	Non-Departmental	Capital Improvement		65,000	65,000
<ul style="list-style-type: none"> ▪ Transfer fund balance to the Development Impact Fees Fund to segregate public facilities development and transportation development funds in compliance with Proposition A. ▪ Concurrently, a re-appropriation of \$65,000 in capital improvement expense is recommended for budgeted expenditures previously appropriated under the Development Impact Fees Fund. 					
Low & Moderate Income Housing Asset Fund (532)					
1	Housing & Economic Dev.	Personnel Services		7,920	7,920
A management intern has been hired for part-time work (20 hrs/wk) from January 2019 thru June 2019 to analyze and assist in the implementation of policies and programs to support housing in National City.					

Personnel Requests

Fiscal Year 2019 Mid-year

Department: Police

Requested Position:

- Crime Scene Specialist
- Police Support Services Manager

Justification:

The Police Department requests to fill the Police Support Services Manager and Crime Scene Specialist positions at the City's mid-year budget cycle. The Police Department would leave vacant the Police Dispatch Supervisor and Investigative Aide positions and move the incumbents into the approved positions. In order to meet current and future challenges associated with the management of the Communications Center, Crime Analysis, Records, and the Department's Information Technology Unit the Department is requesting to fill the position of Police Support Services Manager and Crime Scene Specialist. This request includes the ability to appoint the current Police Dispatch Supervisor into the Police Support Services Manager position and current Investigative Aide into the Crime Scene Specialist position (CSS).

The position of Support Services Manager has been vacant since July 2012. The management of the Communications Center, Crime Analysis, Records, and the Department's Information Technology Unit, has been assigned to multiple police lieutenants in various areas of the organizational structure. Due to the yearly rotation of Department's lieutenants the full development of each unit has fallen behind in other areas in the department. The areas most affected include: employee development, systems development and audits, technology research, acquisition and implementation. The Support Services Manager position will increase the growth of these units by providing consistent leadership by a manager who possess specific knowledge in varying systems employed, the wide ranging and differing technology used, and the local / state regulatory requirements and protocols involved in each unit. As it exists today, the department relies heavily on the units' first line supervisors to provide lieutenants with guidance / recommendations for change and/or ensure compliance.

Appointing the Police Dispatch Supervisor to the Police Support Services Manager position would not increase the total of full-time employees, since the Police Dispatch Supervisor position would be left vacant. The position of Police Support Services Manager will have functional management supervision over the following units: Communications Center, Records Unit, Crime Analysis, and the department's Management Information Systems Unit.

The Crime Scene Specialist (CSS) duties have been updated to better reflect Department needs, specifically in the area of technology and Body Worn Cameras. The Department was approved for the Investigative Aide position in 2016 to allow for the management of Body Worn Camera project (BWC). With the proliferation of Public Records Requests and the change to State law,

the BWC project has grown in scope and the Department maintains the position is best filled by Crime Scene Specialist (CSS). The CSS position would not increase the total of full-time employees, since the Police Investigative Aide position would be left vacant.

Financial Impact:

The Crime Scene Specialist and Police Support Service Manager positions will be replaced by the Investigative Aide and Police Dispatch Supervisor position, respectively. As a result, the Investigative Aide and Police Dispatch Supervisor positions will become vacant and unfunded. The addition of the Crime Scene Specialist and the Police Support Services manager position starting for the remainder of the fiscal year result in an additional appropriation of \$6,332 as detailed below.

Est. cost of Crime Scene Specialist:	\$ 27,043.40
Est. savings of Investigative Aide	(25,555.42)
<hr/>	
Additional appropriation request:	\$ 1,487.98
Est. cost of Police Support Service Manager:	\$ 44,037.76
Est. savings of Police Dispatch Supervisor:	(39,193.66)
<hr/>	
Additional appropriation request:	\$ 4,844.09
<hr/> <hr/>	
Total Additional Appropriation request:	\$ 6,332.07

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF NATIONAL CITY
AUTHORIZING VARIOUS FISCAL YEAR 2019
MID-YEAR BUDGET ADJUSTMENTS

WHEREAS, on June 19, 2018, the City Council of the City of National City adopted Resolution No. 2018-116, adopting the budget for Fiscal Year 2019; and

WHEREAS, as part of the mid-year review process, the Finance Department reviewed the first six months for actual revenues and expenditures, and projected the last six months of the fiscal year; and

WHEREAS, the mid-year budget review was presented to the City Council and members of the public on February 19, 2019; and

WHEREAS, the City Manager has recommended approval of the Mid-Year Supplemental Appropriation Requests (Exhibit "A").

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the Fiscal Year 2019 Mid-Year Supplemental Appropriation Requests, attached hereto as Exhibit "A", and authorizes the City Manager to make the associated adjustments to the Fiscal Year 2019 Budget.

PASSED and ADOPTED this 19th day of February, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2019

Department	Appropriation Account	Appropriation Amount	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance	
General Fund (001)						
1	City Council	Professional Services	7,993	Donations State of the City Address	1,000	6,993
	<ul style="list-style-type: none"> ▪ Expenditures were budgeted at \$18,000, and \$25,992.85 was spent, requiring an appropriation increase of \$7,992.85. ▪ Revenues (donations) were budgeted at \$10,000, and \$11,000 was received; thus, the revenue budget should be increased by \$1,000. <p>(Beginning fund balance attributable to the State of the City Address was \$13,598.38.)</p>					
2	City Council	Personnel Services	34,509			34,509
	<p>The Executive Assistant IV position in the City Council's budget was reassigned to the Housing & Economic Development (HED) department. The Personnel Services appropriation associated with the Executive Assistant IV position in the amount of \$46,277 has been transferred to HED's budget. An appropriation of \$34,509 is requested to establish a Personnel Services budget in the City Council's budget for the Confidential Assistant position replacing the former Executive Assistant IV position. As a result of these changes, a budgetary savings of \$11,768 will be realized in the City Council's budget.</p>					
3	City Clerk	Personnel Services	4,105			4,105
	Impact of MEA compensation increases.					
4	City Attorney	Personnel Services	15,641			15,641
	<ul style="list-style-type: none"> ▪ Leave sell-back higher than budgeted (\$5,959). ▪ Impact of Confidential employee compensation increases (\$6,718). ▪ Differential pay for acting appointments higher than budgeted (\$2,964). 					
6	Human Resources	Professional Services	8,265			8,265
	Increases related to recruitment services and legal costs.					
7	Police	Personnel Services	170,220			170,220
	Police	Crime Scene Specialist	1,488			1,488
	Police	Police Support Services Manager	4,844			4,844
	<ul style="list-style-type: none"> ▪ Net of increases and savings in various Personnel Services accounts. ▪ The addition of a new Crime Scene Specialist and Police Support Services Manager is offset by savings from defunding the Investigative Aide and Police Dispatch Supervisor positions. If approved, an additional total appropriation of \$6,332 is requested for period starting 2/26/19 through fiscal year end. 					

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2019

	Department	Appropriation Account	Appropriation Amount	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
8	Building	Personnel Services	8,878			8,878
	Impact of MEA compensation increases.					
9	Fire	Personnel Services	649,600	Overtime Reimbursements	599,600	50,000
10	Fire	Training, Travel & Subsistence	1,600			1,600
11	Fire	Wearing Apparel	27,550			27,550
12	Fire	Communication Materials	10,000			10,000
13	Fire	Minor Equipment - Less than \$5K	14,900			14,900
	<ul style="list-style-type: none"> ▪ The Fire department provided assistance in fighting the wildfires that occurred in various portions of the State during the first half of the fiscal year. Additional appropriations totaling \$599,600 are needed to cover overtime expenses and related workers' compensation and travel expenses. These costs will be revenue offset. The remaining \$50,000 is the associated overtime cost to train 5 firefighter recruits. ▪ The replacement of 5 firefighter recruits also requires the appropriation of additional funds for training and apparel in the amounts listed. 					
15	Engineering & Public Works	Street Lights & Signals	30,000			30,000
	The FY 19 budget for this activity was reduced from previous years based on anticipated savings from using LED lights. However, due to the delayed implementation of the planned LED lights and the installation of additional LED street and safety lights, the anticipated savings have not been realized.					
16	Housing & Economic Dev.	Personnel Services	26,532			26,532
	Impact of MEA compensation increases.					
17	Community Services	Personnel Services	46,084			46,084
	Impact of MEA compensation increase (17,156) and overtime (26,533), plus associated cost in workers' compensation (1,216) and Medicare (1,179).					
18	Non-Departmental	Professional Services	74,900			74,900
19	Non-Departmental	Facilities Upgrade - Tier 1 Project	100,000			100,000
	<ul style="list-style-type: none"> ▪ Professional services agreements for the recruitment of a new city manager (\$24,900) and for a law firm for expertise in negotiating the deployment of small cell wireless equipment in City rights-of-way (\$50,000). ▪ Appropriation of Facilities Maintenance Reserve committed fund balance for the repair of ceiling at City Hall. 					

General Fund - Unassigned Fund Balance	1,137,109	600,600	536,509
General Fund - Committed Fund Balance	100,000	-	100,000
General Fund Total	1,237,109	600,600	636,509

SUPPLEMENTAL APPROPRIATION REQUESTS
Fiscal Year 2019

Department	Appropriation Account	Appropriation Amount	Revenue Account if Applicable	Revenue Amount	Net Use of Fund Balance
Gas Taxes Fund (109)					
1	Engineering & Public Works	R&M Traffic Control Devices		40,000	40,000
Increased CIP cost as a result of damages to light poles. Staff anticipates cost recovery from insurance settlements, however, the value of the settlement is unknown at this time.					
Sewer Service Fund (125)					
1	Engineering & Public Works	Electricity & Gas		9,000	9,000
The pump stations located on W. 18th St. and on Tidelands Ave. malfunctioned, resulting in higher than normal energy costs. The pump stations have been repaired and are now running at normal capacity and energy usage.					
Nutrition Fund (166)					
1	Housing & Economic Dev.	Consumable Supplies		8,633	8,633
Additional consumable supplies needed due to kitchen and dishwashing repairs.					
Mile of Cars Landscape Maintenance District Fund (195)					
1	Planning	Maintenance & Operations		32,216	-
Adjustment of budget to reflect the total expenditures shown in the Engineer's report for FY 19 plus the amount of missed payment from the General Fund in FY 18.					
Transportation Impact Fees Fund (326)					
1	Non-Departmental	Transfer To Other Fund		756,992	756,992
1	Non-Departmental	Capital Improvement		65,000	65,000
<ul style="list-style-type: none"> ▪ Transfer fund balance to the Development Impact Fees Fund to segregate public facilities development and transportation development funds in compliance with Proposition A. ▪ Concurrently, a re-appropriation of \$65,000 in capital improvement expense is recommended for budgeted expenditures previously appropriated under the Development Impact Fees Fund. 					
Low & Moderate Income Housing Asset Fund (532)					
1	Housing & Economic Dev.	Personnel Services		7,920	7,920
A management intern has been hired for part-time work (20 hrs/wk) from January 2019 thru June 2019 to analyze and assist in the implementation of policies and programs to support housing in National City.					

The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit and Coastal Development Permit for the off-site sale of beer and wine at an existing gas station convenience store located at 3230 National City Boulevard in the Coastal Zone. \(Applicant: National City Gas and Car Wash, Inc.\) \(Case File 2018-27 CUP\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 19, 2019

AGENDA ITEM NO.

ITEM TITLE: Notice of Decision – Planning Commission approval of a Conditional Use Permit and Coastal Development Permit for the off-site sale of beer and wine at an existing gas station convenience store located at 3230 National City Boulevard in the Coastal Zone. (Applicant: National City Gas and Car Wash, Inc.) (Case File 2018-27 CUP)

PREPARED BY: Chris Stanley

DEPARTMENT: Planning

PHONE: 619-336-4381

APPROVED BY: 

EXPLANATION:

The project applicant has applied for a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) in order to sell beer and wine for off-site consumption. The project site is an existing 2,500 square-foot gas station convenience store located at 3230 National City Boulevard. The applicant is proposing a 120 square foot “Beer Cave” that will house refrigerated beer and a single shelf of aisle space to house non-refrigerated wine.

The Planning Commission conducted a public hearing on February 4, 2019 on the project. The Commissioners asked questions regarding business operations and employment. The Commission voted to approve the CUP and CDP based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not a project per California Environmental Quality Act (CEQA).

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use Permit.

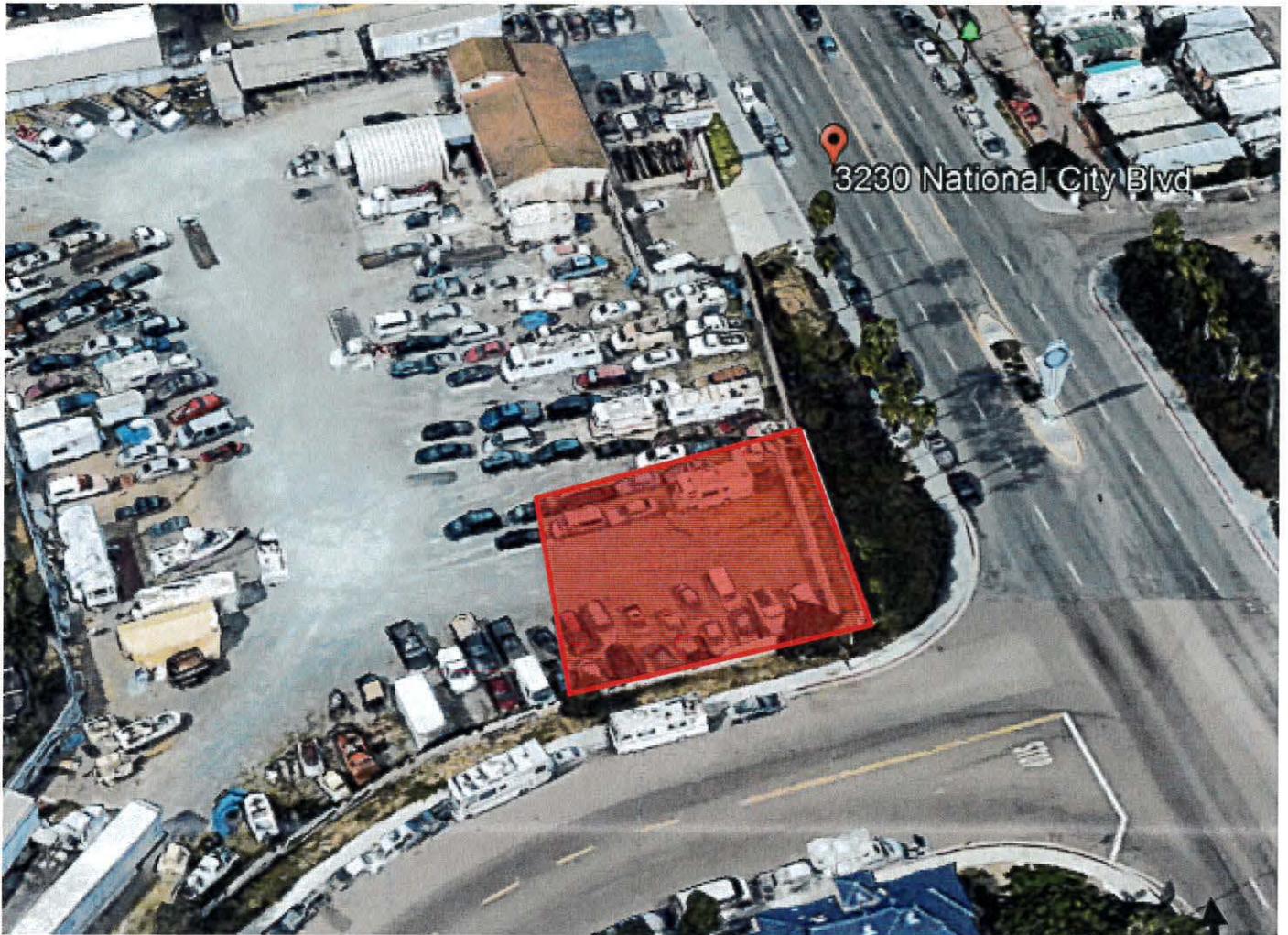
Ayes: Quintero, DelaPaz, Flores, Yamane, Sendt, Baca

Absent: Garcia

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2019-02 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2018-27 CUP, CDP – 3230 National City Blvd. – Overhead



ATTACHMENT 1



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR THE OFF-SITE SALE OF BEER AND WINE (TYPE 20) AT AN EXISTING GAS STATION CONVENIENCE STORE LOCATED AT 3230 NATIONAL CITY BOULEVARD IN THE COASTAL ZONE.

Case File No.: 2018-27 CUP, CDP

Location: Northwest corner of 33rd Street and National City Boulevard

Assessor's Parcel No.: 562-330-42

Staff report by: Chris Stanley, Acting Assistant Planner

Applicant: National City Gas and Car Wash, Inc.

Combined General Plan/ ML-PD-CZ (Light Manufacturing / Planned Development Coastal Zone Overlay)

Zoning designation:

Adjacent land use/zoning:

North: Hyundai Auto Dealership / CA-PD-CZ (Commercial Automotive / Planned Development Coastal Zone Overlay)

East: Keystone Trailer RV Park / CA-PD-CZ

South: Interstate 54 freeway / OS-CZ (Open Space – Coastal Zone)

West: Light Industrial / ML-PD-CZ

Environmental review: Not a project per California Environmental Quality Act (CEQA)

Staff Recommendation: Approve

Staff Recommendation

Staff recommends approval of a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) for the off-site sale of beer and wine at an existing gas station convenience store. The use is conditionally allowed in the ML (Light Manufacturing) zone and there are no sensitive uses in the vicinity.

Executive Summary

The project applicant has applied for a CUP and CDP for the off-site sale of beer and wine at an existing gas station convenience store 2,502 square-feet in size located at 3230 National City Boulevard. A Coastal Development Permit is required for any Discretionary Permit within the Coastal Zone Overlay.

History

The site was previously approved for a Planned Development Permit (PDP) and CDP to construct a gas station, convenience store, and an express carwash (2016-16 PD, CDP, IS). The gas station has 16 fueling stations, 10 employees, and operates 24 hours per day. The size of the property is 27,165 square feet and the building housing the convenience store and car wash is 4,409 square feet in size.

Proposed Use

The applicant is proposing the off-site sale of beer and wine. The beer will be displayed in a "Beer Cave" approximately 120 square feet in size and the wine will be displayed on a single shelf in front of the "Beer Cave" (see Exhibit "A" of the applicant's plans). The applicant is requesting alcohol sales between the hours of 6:00 a.m. and 10:00 p.m. daily.

Analysis

The project site is at the northwest corner of 33rd Street and National City Boulevard in the Coastal Zone. The lot is shown on the current zoning map as being in the Light Industrial (IL) zone, and also within the Coastal Zone. The most recent Land Use Code Update is not active in the Coastal Zone. This is due to the fact that the necessary changes in the City's Local Coastal Plan have not been completed. Therefore, the City's previous zoning would generally apply. In this case the zone would have been ML-CZ (Light Manufacturing – Coastal Zone) – essentially the same zone. A discretionary permit (CUP) triggers the need for a CDP. As part of this discretionary review, the Planning Commission must find that granting of a CDP is consistent with and implements the Certified Local Coastal Program. The project is compliant with this

finding in that it involves a service use, which is conditionally-allowed in the ML-CZ zone, and will not prohibit coastal access or obstruct views.

Beer and wine sales

Section 18.30.050 of the Land Use Code (LUC) allows for on-site alcohol sales with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. Proposed hours of operation are 6:00 a.m. to 10:00 p.m. daily. A condition is included to require that coolers with alcohol be locked outside of approved sales hours.

Mailing

All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 14 occupants and owners.

Community Meeting

The applicant for a CUP involving the sale of alcohol is required to hold a community meeting pursuant to Section 18.30.050 (C) of the LUC. Such a meeting was held on Friday, November 16, 2018 at 10:00 a.m. at the subject location. The meeting advertisement is attached. There were no community members in attendance.

Distance Requirements

Chapter 18.030.050 (D) requires a 660-foot distance from sensitive uses such as schools. However, no schools are nearby. The nearest school is Sweetwater High School, which is over 1,600 feet away.

Alcohol Sales Concentration/Location

Per The California Department of Alcoholic Beverage Control (ABC), there are currently five off-sale permits issued in the subject census tract (219). These permits are:

Name	Address	License Type*	CUP
Arco Gas Station	133 W 8 th St.	20	Yes
Valero Gas Station	10 Osborne St.	20	Yes
One Ten Liquor & Market	110 National City Blvd.	21	No
Big B Market	1540 Coolidge Ave.	20	No
Cozine's Grocery	402 Civic Center Dr.	21	Yes

* Type 20 - Off-Sale Beer and Wine

Type 21 - Off-Sale General

Two of the off-sale licenses are gas stations, and the other three are markets. The attached census tract map shows the location of the subject tract. ABC recommends that a total of four off-sale alcohol permits be issued in this census tract, where five exist. A CUP for alcohol was recently approved for the property located at 724 Civic Center Dr., which is also proposed to be a gas station.

Although the census tract is considered to be over-concentrated, the licenses are spread out over a large geographic area. Census tract 219 is comprised of the whole west side of the City from National City Blvd. to San Diego Bay, which is by far the largest in the City. With a population of 6,816 (as of August 2018) it is also the most populous. However, this census tract is more than three times the size of the next most populous tract (117), which has a population of 6,773. Therefore, because of the large size and low population density, census tract 219 is an anomaly compared to the rest of the City and experiences fewer issues associated with overconcentration of alcohol licenses.

Police Department (PD)

PD provided a Risk Assessment report on the property. The assessment assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, the property received 14 points, which would indicate a medium risk (13-18 points). The Risk Assessment is attached.

Institute for Public Strategies (IPS)

IPS had no comments for this project.

Findings for Approval

As mentioned earlier, the Coastal Zone adheres to the previous Municipal Code, which contains required findings for CUPs. There are four required findings, five when the project also involves a CDP:

1. That the site for the proposed use is adequate in size and shape.
The site is already an existing business, with the only change being the additional sale of alcohol in the market portion of the gas station.

2. That the site has sufficient access.

The addition of alcohol sales is not expected to alter the number of trips to the site; therefore, access shall not change from its existing conditions.

3. That the proposed use will not have an adverse effect upon adjacent or abutting properties.

The project is a use consistent with the ML zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business.

4. That the proposed use is deemed essential and desirable to the public convenience or welfare.

Beer and wine sales will contribute to the viability of the gas station convenience store, an allowed use in the ML zone. Alcohol sales would also add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they purchase other products, eliminating the need to visit multiple locations, thus reducing vehicle trips.

5. That the granting of this CUP is consistent with and implements the Certified Local Coastal Program.

The project is compliant with this finding in that it involves a service use, which is conditionally-allowed in the ML-CZ zone, and will not prohibit coastal access or obstruct views.

There is an additional condition of approval related to California Environmental Quality Act (CEQA) compliance:

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act.

The proposed project is not a project per the (CEQA).

7. That based on findings 1 through 6 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

Findings for denial

There are also three findings for denial included with this application:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets. Five off-sale outlets are permitted where four are recommended by the ABC. In addition, the area has a high crime rate.

2. That the proposed use is not deemed essential and desirable to the public convenience and necessity.

There are five other off-sale alcohol outlets located in the same census tract as the subject property where alcohol can be purchased, two of which are also gas stations.

3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

Conditions of Approval

Standard conditions of City Council Policy 707 (Alcohol Beverage License Application Review Process and Alcohol Conditional Use Permit Standards), referring to the off-site sale of alcohol, are included as a condition of approval.

Summary

Although retail is a conditionally-permitted use in the ML zone, the sale of alcohol requires a CUP as well as a CDP. The project is not only consistent with the General Plan and Local Coastal Plan, but the area in which the business would be located is removed from sensitive uses and has ample access to accommodate the proposed uses on site. As a result, the use is not expected to create any significant impacts. Alcohol sales are consistent with other commercial businesses in the census tract, including two gas

stations. The business will also be subject to standard conditions of approval along with those in Council policy 707 related to off-site alcohol sales. Furthermore, the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.

Options

1. Approve 2018-27 CUP, CDP subject to the conditions listed below, based on attached findings; or
2. Deny 2018-27 CUP, CDP based on attached findings and findings to be determined by the Planning Commission; or,
3. Continue the item for additional information.

Attachments

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2018-27 CUP, CDP, dated 11/26/2018)
5. Community meeting advertisement
6. PD comments
7. Census Tract and Police Beat maps
8. Public Hearing Notice (Sent to 14 property owners and occupants)
9. Resolutions



CHRIS STANLEY
Acting Assistant Planner



RAYMOND PE
Acting Planning Director

RESOLUTION NO. 2019-02

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A
CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT
FOR THE OFF-SITE SALE OF BEER AND WINE (TYPE 20) AT AN EXISTING GAS
STATION CONVENIENCE STORE LOCATED AT 3230 NATIONAL CITY
BOULEVARD IN THE COASTAL ZONE
APPLICANT: NATIONAL CITY GAS AND CAR WASH INC.
CASE FILE NO. 2018-27 CUP, CDP
APN: 562-330-42

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Coastal Development Permit for a gas station convenience store with off-sale beer and wine to be located at 3230 National City Boulevard in the Coastal Zone at a duly advertised public hearing held on February 4, 2019, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2018-27 CUP, CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on February 4, 2019, support the following findings:

1. That the site for the proposed use is adequate in size and shape, because the site is already an existing business, with the only change being the additional sale of alcohol in the market portion of the gas station.
2. That the site has sufficient access. The addition of alcohol sales is not expected to alter the number of trips to the site, therefore access shall not change from its existing conditions.

ATTACHMENT 3

3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the ML zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business.
4. That the proposed use is deemed essential and desirable to the public convenience or welfare. Beer and wine sales will contribute to the viability of the gas station convenience store, an allowed use in the ML zone. Alcohol sales would also add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their needs, thus reducing vehicle trips.
5. That the granting of this CUP is consistent with and implements the Certified Local Coastal Program. The project is compliant with this finding in that it involves a service use, which is conditionally-allowed in the ML-CZ zone, and will not prohibit coastal access or obstruct views.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act. The proposed project is not a project per the California Environmental Quality Act (CEQA).
7. That based on findings 1 through 6 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit and Coastal Development Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit and Coastal Development Permit authorize the off-site sale of beer and wine. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2018-27 CUP, CDP, dated 11/26/2018.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk** and submitted to the National City Planning Department.

3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.
4. Before this *Conditional Use Permit and Coastal Development Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit and Coastal Development Permit*.** The applicant shall also submit evidence to the satisfaction of the City Manager or designee that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit and Coastal Development Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or designee prior to recordation.

Planning

5. Alcohol sales shall be limited to the hours of 6:00 a.m. to 10:00 p.m. daily.
6. Coolers containing alcohol products shall be locked and made inaccessible to the public between the hours of 10:00 p.m. and 6:00 a.m.
7. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
8. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
9. No sale of wine shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
10. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
11. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
12. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.

13. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
14. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
 - a. "No open alcoholic beverage containers are allowed on these premises."
 - b. "No loitering is allowed."
15. Beer and wine may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
16. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
17. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
18. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a City business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to

5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 4, 2019, by the following vote:

AYES: Quintero, Baca, Sendt, Yamane, Flores, Dela Paz

NAYS: None.

ABSENT: Garcia

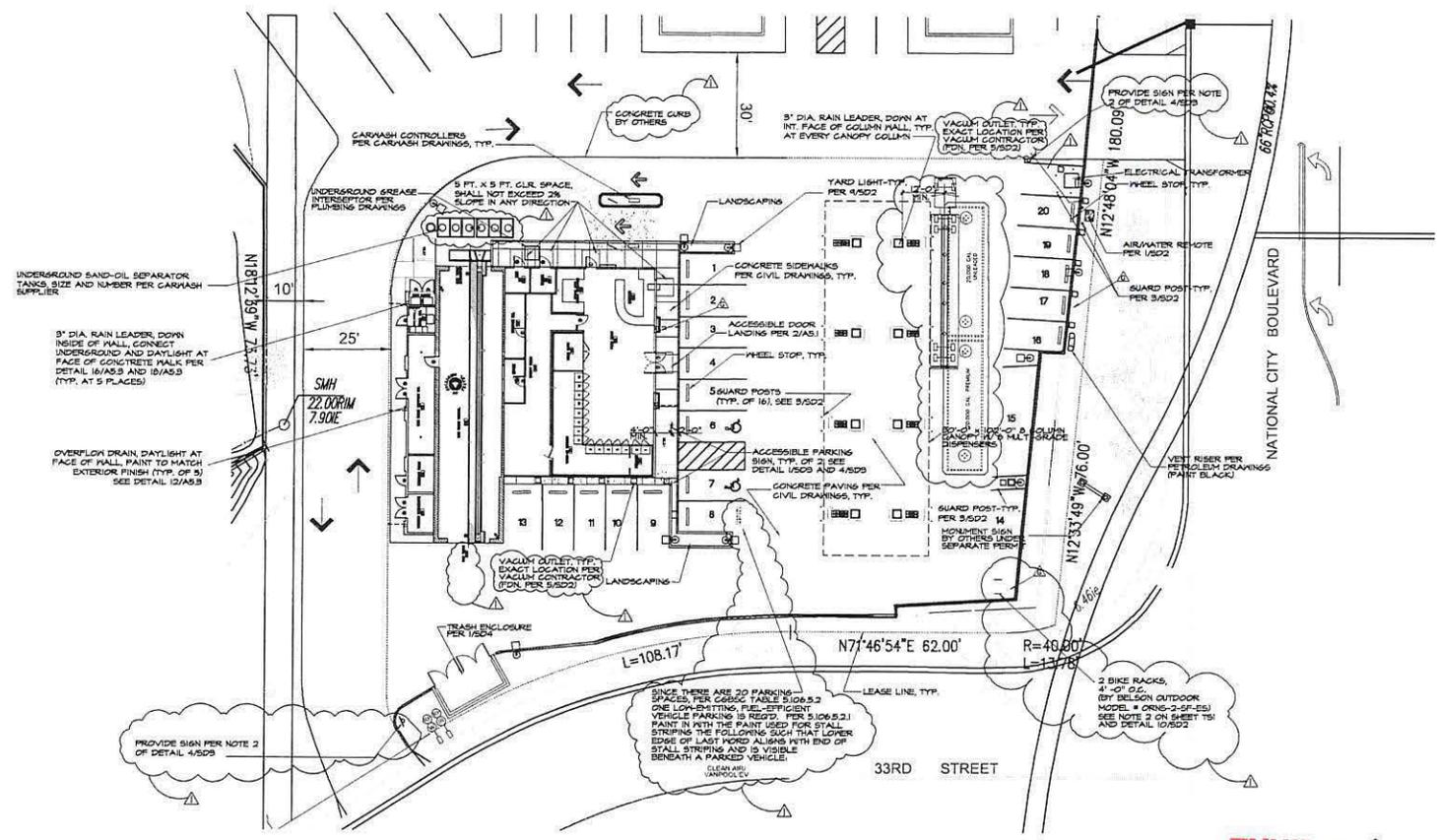
ABSTAIN: None.



CHAIRPERSON
Bill Sendt

ALL DIMENSIONS SHOWN ARE FOR REFERENCE ONLY. REFER TO CIVIL DRAWINGS FOR EXACT DIMENSIONS AND DIMENSIONS MISSING.

ATTACHMENT 4



SITE PLAN
 SCALE: 1/8"=1'-0"



▲ DENOTES GAS EMERGENCY SHUT-OFF SWITCH LOCATIONS.

- NOTES:**
1. THE BUILDING SHALL BE EQUIPPED WITH AUTOMATIC FIRE SPRINKLER SYSTEM PER NFPA 13, IF FIRE SPRINKLER SYSTEM IS REQUIRED BY CITY OF NATIONAL CITY FIRE DEPARTMENT.
 2. INSTALL KNICK KEY-ENTRY RECESSED BOX AT THE MAIN ENTRANCE TO THE FOODMART.
 3. ALL DIMENSIONS SHOWN ARE FOR REFERENCE ONLY. REFER TO CIVIL DRAWINGS FOR EXACT DIMENSIONS AND DIMENSIONS MISSING.
 4. GENERAL CONTRACTOR SHALL TENDON THE SITE AND INSTALL UNDERGROUND CAST IRON PIPES, CLEAN-OUTS, FILTRATION POINTS, AND ETC. FROM VACUUM ROOM TO IS VACUUM OUTLETS SHOWN ON SITE PLAN, AS REQUIRED BY VACUUM SUPPLIER, AND PER THEIR SPECIFICATIONS. EXACT LOCATIONS OF THE ABOVE ITEMS SHALL BE COORDINATED WITH THE VACUUM SUPPLIER.



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**NATIONAL CITY GAS AND
 CARWASH, INC.**
 3230 NATIONAL CITY BLVD.
 NATIONAL CITY, CA 91950

PLAN CHECK SUB 07-25-2017
 CITY COMMENTS 09/19/2017

TITLE NAME:
SITE PLAN

PROJECT: 3174.16
 SHEET:

SD1

EXHIBIT: A
CASE FILE NO.: CUP, CD P
DATE: 11-26-18

