



AGENDA

Consolidated Regular Meeting

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

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

Ben Martinez, Interim City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, City Clerk
R. Mitchel Beauchamp, City Treasurer

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

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

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

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

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

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

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

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

EFFECTIVE JANUARY 1, 2023

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than \$250 within the past year (effective Jan 1, 2023). This report may be included on the Public Comment Speaker Slip to be completed before the City Council Meeting.

Spanish Interpretation Services: Spanish Interpretation Services are available; please contact the City Clerk before the start of the meeting for assistance.

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



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

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

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

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

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

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

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

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de \$ 250 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo Municipal

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

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



AGENDA

Consolidated Regular Meeting

Tuesday, September 19, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

And
Teleconference Location (*Vice-Mayor Molina*)
Sheraton Dallas Hotel
400 North Olive Street
Dallas, Texas 75201
Room Number Unknown at the Time of Posting
(Per Government Code 54953)

Pages

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. INVOCATION
5. PUBLIC COMMENT

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

6. PROCLAMATION

6.1 Hispanic Heritage Month

5

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

7.1 Annual Planning Commission Chair 2023 report to City Council

6

Recommendation:
File the report

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

9. CONSENT CALENDAR

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

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

9.2 Approval of City Council Meeting Minutes.

12

Recommendation:
Approve and file.

9.3 Accept SDG&E's 2023 SAFE San Diego Grant Program Award of \$3,000 for the City's Community Emergency Response Team (CERT) Program.

52

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Accept Funds in the Amount of \$3,000 from the San Diego Gas & Electric (SDG&E) 2023 SAFE San Diego Grant Program for the National City Community Emergency Response Team (CERT) Program and Authorizing the Establishment of a Reimbursable Grants City-Wide Fund Appropriation and Corresponding Revenue Budget."

9.4 Authorize the Purchase of a Utility/Command Vehicle for the Fire Department.

56

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Informal Bid Process Pursuant to National City Municipal Code Section 2.60.210, Open Market Procedure When Informal Bidding Required, Regarding the Purchasing of the lowest of three bids and Authorizing the City to purchase from Perry Ford of National City One (1) Ford Super-Duty F-350 Lariat 4X4 Crew Cab Pickup Not-to-Exceed Amount of \$74,986.00 for the Fire Department and Authorizing the City Manager to Approve Adjustments to the Not-to-Exceed Amount for the Purchase of up to \$78,736.00 as a 5% Contingency for Unforeseen Fluctuations in Pricing; 2)

Approving Appropriations from the General Fund and Vehicle Replacement Fund in the Amount of \$78,736.00 including a 5% Contingency Based on Increased Revenue from the Lower Sweetwater Fire Protection District; and 3) Adding the Vehicle to the Vehicle Replacement Schedule Based on Annual Reimbursements from the California Office of Emergency Services.”

- 9.5 Authorizing the Mayor to Execute the Program Supplement Agreement for the Retroreflective Back-Plates Project, CIP No. 23-04. 75

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement (PSA) No. A238 with the State of California Department of Transportation (Caltrans) for the Retroreflective Back-Plates Project, CIP No. 23-04; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of \$92,250 and Corresponding Revenue Budget, and 3) Committing to Providing a Local Match of \$10,250.”

- 9.6 California Library Sustainability Grant Funds Acceptance 83

Recommendation:

Adopt Resolution Entitled, “Resolution of the City Council of the City of National City, California, Accepting the California Library’s Sustainable California Grant in the Amount of \$30,000 to Fund the National City Public Library’s Tool Lending Program for FY 2024 and Authorizing the Establishment of a Library Grants Fund Appropriation of \$30,000 and Corresponding Revenue Budget.

- 9.7 Installation of a Blue Curb Disabled Persons Parking Space with Signage in front of the Residence at 135 E 6th Street. 132

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 135 E 6th Street.”

- 9.8 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 507 F Avenue. 147

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 507 F Avenue.”

9.9 Warrant Register #1 for the Period of 6/30/23 through 7/6/23 in the Amount of \$1,217,172.59 162

Recommendation:

Ratify Warrants Totaling \$ 1,217,172.59

9.10 Warrant Register #2 for the Period of 7/7/23 through 7/13/23 in the Amount of \$5,438,604.24 169

Recommendation:

Ratify Warrants Totaling \$ 5,438,604.24

10. STAFF REPORTS

10.1 Amendment to City Council Policy No. 901, to Require a Study and Development of Homeownership on City-Owned Property Zoned for Residential Use. 173

Recommendation:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending City Council Policy No. 901, Entitled 'Management of Real Property,' to Require a Study and Development of Homeownership Units With Maximized Affordability On City-Owned Property Zoned For Residential Use and Include a 75% Local Preference or Residents of National City.

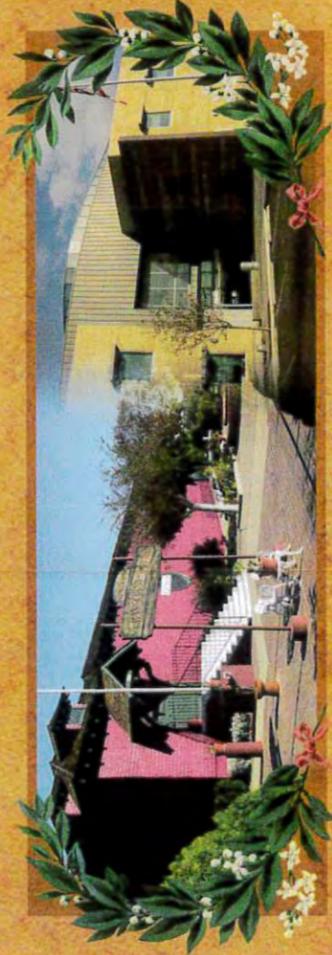
11. CITY MANAGER'S REPORT

12. ELECTED OFFICIALS REPORT

13. CITY ATTORNEY REPORT

14. ADJOURNMENT

Regular Meeting of the City Council of the City of National City - Tuesday, October 3, 2023 - 6:00 p.m. - Council Chambers - National City, California.



Proclamation



WHEREAS, Hispanic Heritage Month is an opportunity to recognize the contributions of Hispanic Americans and to celebrate Hispanic Heritage and Culture; and

WHEREAS, the observance began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson, but was enacted into Federal Law on August 17, 1988, Calling upon Public Officials, Educators, Librarians, and all the people of the United States to observe this time with ceremonies, activities, and programs; and

WHEREAS, this observance celebrates the culture and traditions of people whose ancestry can be traced to Spain, Mexico, Central America, South America, and the Caribbean Islands; and

WHEREAS, in the April 1, 2020, Census shows that 65.3% of the residents of National City, California, are of Hispanic Origin; and

WHEREAS, these Hispanic and Latino residents play a unique and vital role in our economy and workforce as well as our faith communities and social tapestry; and

NOW THEREFORE, BE IT PROCLAIMED, I, Ron Morrison as Mayor of the City of National City, urge residents to participate in the many activities to celebrate our Hispanic and Latino communities and by virtue of the authority vested in me by the City of National City, do hereby set my hand and affix the official seal and together with the City Council do hereby proclaim the month of September 15, 2023 to October 15, 2023 as:

HISPANIC HERITAGE MONTH




Luz Molina
Vice-Mayor

Marcus Bush
Councilmember


Ron Morrison
MAYOR


Ditas Yamane
Councilmember


Jose Rodriguez
Councilmember



AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Planning Manager
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Annual Planning Commission Chair 2023 report to City Council

RECOMMENDATION:

File the report

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Municipal Code Section 16.10.020 (Annual report to City Council), the Chair of each board, commission, and committee shall appear before the City Council on an annual basis and present a brief report on the activities and accomplishments of the board, commission or committee that they chair during the previous year. Such report shall also include a presentation of the record of attendance of the members of the board, commission or committee that is the subject of the report. Planning Commission Chair Miller will be presenting the 2023 report.

FINANCIAL STATEMENT:

Not applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Annual Report PowerPoint Presentation



City of National City

NATIONAL CITY PLANNING COMMISSION
& HOUSING ADVISORY COMMITTEE ANNUAL REPORT



Meeting Statistics (FY 23)

2022

- Planning Commission Meetings
 - 3
- Joint Planning Commission & Housing Advisory Meetings
 - 1

2023

- Planning Commission Meetings
 - 5
- Joint Planning Commission & Housing Advisory Meetings
 - 1
- Special Planning Commission Meetings
 - 1



Commission Action

- Conditional Use Permit (11)
 - Restaurant Alcohol Sales
 - Wireless Communication Facilities
 - Drive-Through Restaurant
 - U-Haul Expansion
- Zone Variance (1)
 - U-Haul Expansion
- Local Coastal Plan Amendment (1)
- Code Amendment (2)
 - Interim Use Permit
 - Tattoo Business Location



Highlights

- Focused General Plan Update
 - Public Workshop
 - Public Hearing
 - Recommendation to City Council
- House National City
 - Public Workshop



Questions?





AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Approval of City Council Meeting Minutes.

RECOMMENDATION:

Approve and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Meeting Minutes:

- Special City Council Meeting of August 1, 2023
- Regular City Council Meeting of August 1, 2023
- Special City Council Meeting of August 15, 2023
- Regular City Council Meeting of August 15, 2023
- Special City Council Meeting of August 22, 2023
- Regular City Council Meeting of September 5, 2023

FINANCIAL STATEMENT:

Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A – Special City Council Meeting Minutes of August 1, 2023
- Exhibit B – Regular City Council Meeting Minutes of August 1, 2023
- Exhibit C – Special City Council Meeting Minutes of August 15, 2023
- Exhibit D – Regular City Council Meeting Minutes of August 15, 2023
- Exhibit E – Special City Council Meeting of August 22, 2023
- Exhibit F – Regular City Council Meeting Minutes of September 5, 2023



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**August 1, 2023, 2:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Others Present: Scott Huth, Acting City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Molly Brennan, Administrative Services Director

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 2:05 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced City Clerk Chapel.

One (1) speaker provided in-person comments.

In-person comment:

Joan Rincon

4. CLOSED SESSION

Members retired into Closed Session at 2:10 p.m. and returned at 5:23 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Molina, Morrison, Brennan (2:10 p.m. to 2:18 p.m.), and Schultz.

Interviews were conducted of the following applicants in Closed Session:

Ben Martinez (2:25 p.m. – 2:51 p.m.)

Scott Huth (2:51 p.m. – 3:21 p.m.)

Carlos Aguirre (3:23 p.m. – 3:43 p.m.)

Ron Williams (3:48 p.m. – 4:04 p.m.)

4.1 PUBLIC EMPLOYMENT

Government Code Section 54957.6

Position to be filled: Interim City

City Attorney Schultz announced that direction was given to the City Attorney to negotiate the contract for the Interim City Manager with Ben Martinez, by unanimous vote of the City Council.

5. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, August 1, 2023, 5:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:23 p.m..

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of September 5, 2023.

Ron Morrison, Mayor



CONSOLIDATED SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**August 1, 2023, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Others Present: Scott Huth, Acting City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Housing Authority Director
Molly Brennan, Administrative Services Director
Ben Martinez, Acting Community Development Director
Sergio Mora, Fire Battalion Chief
Joyce Ryan, Library & Community Services Director
Jose Tellez, Chief of Police
Roberto Yano, Director of Public Works and City Engineering

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 5:18 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

Councilmember Rodriguez led the Pledge of Allegiance.

Mayor Morrison announced that the meeting would be adjourned in honor of Coyote Moon resident, active member of the community and member of the Board of Library Trustees.

4. **INVOCATION.** None.

5. **PUBLIC COMMENT**

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced City Clerk Chapel.

Three (3) speakers provided in-person comments, one (1) written, and three (3) comments provided virtual comment.

Comments received via Zoom:

Becky Rapp
Kelly McCormick
Judith Strang

In-person comment:

Ted Godshalk
Ed Nieto
Ashela and Daniel Herrera

Written comment:

Mark Baker

6. **PROCLAMATIONS AND RECOGNITION**

6.1 Introduction of New City Employees

Acting City Manager Huth and Police Chief Tellez introduced Assistant Police Chief Alex Hernandez who introduced Community Services Officer Lorena Camacho Patron.

Director of Library and Community Services Joyce Ryan introduced Principal Librarian Danielle Ghio.

City Attorney Schultz introduced Assistant City Attorney Richard Romero.

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

Vice-Mayor Molina provided information of a conference attended on behalf of the City, National Association of Latino Elected and Appointed Officers (NALEO). Vice-Mayor also provided an update on SANDAG's released report on the 'automated people mover' to connect people to the airport.

Councilmember Bush had nothing to report.

Councilmember Rodriguez provided a SANDAG Transportation Working Group meeting update.

Councilmember Yamane had nothing to report.

Mayor Morrison had nothing to report.

Port Commissioner Naranjo reported updates from the Port Authority.

8. CONSENT CALENDAR

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to approve Consent Calendar Items 8.1 through 8.2, 8.6, and Items 8.8 through 8.15 with Items 8.3, 8.4, 8.5, and 8.7 pulled for discussion.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

8.2 Approval of City Council Meeting Minutes.
Recommendation: Approve and file.

Motion carried by unanimous vote.

Item Pulled For Discussion by Councilmember Yamane

8.3 Approve an Agreement with Complete Paperless Solution (CPS) for an Enterprise Content Management Software - Laserfiche

Approved Resolution No. 2023-99

Recommendation:

Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, Approving an Agreement with Complete Paperless Solutions to Purchase an Enterprise Content Management System, and Authorizing the City Manager to Execute the Agreement."

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to approve the agreement.

Motion carried by unanimous vote.

Item Pulled For Discussion by Councilmember Rodriguez

8.4 Authorizing the Mayor to Execute Three Program Supplement Agreements for the 24th Street Trolley Pedestrian Bridge Feasibility Study, 24th Street First and Last Mile Connections to Trolley Station Projects, and Bayshore Bikeway Segment 5.

Approved Resolution No. 2023-100

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Three Program Supplement Agreements (PSAs) with the State of California Department of Transportation (Caltrans) for the Following Projects: 1) \$294,700 for the 24th Street Trolley Pedestrian Bridge Feasibility Study; 2) \$429,781 for the 24th Street First and Last Mile Connections to Trolley Station; and 3) \$300,000 for the Bayshore Bikeway Segment 5 Project."

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

Motion carried by unanimous vote.

Item Pulled for Discussion by a member of the public.

8.5 Awarding a Contract to Wright Construction Engineering Corp for Paradise Creek Water Quality and Community Enhancement Project Phase II, CIP No. 19-11

Approved Resolution No. 2023-101

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Wright Construction Engineering Corp in the Not-to-Exceed Amount of \$2,610,245.00 for the Base Bid and Additive Bid for Paradise Creek Water Quality and Community Enhancement Project Phase II; 2) Authorizing a 15% Contingency in the Amount of \$391,537.00 for Any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Owner-Contractor Agreement."

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

Motion carried by unanimous vote.

8.6 Authorizing Accepting Annual Grant Fund to support the Regional Realignment Response Group (R3G) Operations in the Amount of \$67,000.

Approved Resolution No. 2023-102

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing Accepting Annual Grant Funds to Support the Regional Realignment Response Group (R3G) Operations in the Amount of \$67,000 and the Establishment of an Appropriation and Corresponding Revenue Budget."

Motion carried by unanimous vote.

Item Pulled For Discussion by Councilmember Yamane

8.7 Director of Public Works & City Engineer Salary Schedule Adjustment

Approved Resolution No. 2023-103

Recommendation:

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Amending the National City Executive Group Salary Schedule for the Classification of Director of Public Works and Director of Public Works/City Engineer."

Motion by Councilmember Yamane to table this item until the new City Manager is onboard. Motion died for a lack of second.

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

Motion carried by unanimous vote.

8.8 Temporary Appointment of Two (2) CalPERS Retirees Pursuant to Government Code Sections 7522.56 and 21221(H)

Approved Resolution No. 2023-104

Recommendation:

Adopt a Resolution entitled, "A Resolution of the City Council of the City of National City, California, Appointing Eric Dennis as Interim Building Official and William Lopez as Interim Street & Wastewater Maintenance Superintendent per Government Code Section 21221 (h)."

Motion carried by unanimous vote.

8.9 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 117 2nd Street.

Approved Resolution No. 2023-105

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 117 2nd Street."

Motion carried by unanimous vote.

8.10 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 621 E. 16th Street.

Approved Resolution No. 2023-106

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 621 E. 16th Street."

Motion carried by unanimous vote.

- 8.11 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 605 E. 6th Street.

Approved Resolution No. 2023-107

Recommendation:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 605 E. 6th Street."

Motion carried by unanimous vote.

- 8.12 Temporary Use Permit – Spirit Halloween Retail Tent Store Hosted by Spirit Halloween at Westfield Plaza Bonita Mall from September 15, 2023 thru November 3, 2023 with No Waiver of Fees.

Recommendation:

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

Motion carried by unanimous vote.

- 8.13 Investment Transactions for the Month ended May 31, 2023.

Recommendation:

Accept and File the Investment Transaction Ledger for the Month ended May 31, 2023.

Motion carried by unanimous vote.

- 8.14 Warrant Register #47 for the period of 5/19/23 through 5/25/23 in the amount of \$861,528.38.

Recommendation:

Ratify Warrants Totaling \$861,528.38

Motion carried by unanimous vote.

- 8.15 Warrant Register #48 for the period of 5/26/23 through 6/01/23 in the amount of \$5,847,820.67.

Recommendation:

Ratify Warrants Totaling \$5,847,820.67

Motion carried by unanimous vote.

9. **CITY MANAGER'S REPORT**

Acting City Manager Huth congratulated Ben Martinez named as Interim City Manager.

10. **ELECTED OFFICIALS REPORT**

Closing remarks were provided by the City Council.

11. **CITY ATTORNEY REPORT**

12. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, August 15, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:35 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of September 5, 2023.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**August 15, 2023, 4:30 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Others Present: Ben Martinez, Interim City Manager
Barry Schultz, City Attorney
Tonya Hussain, Executive Secretary
Carlos Aguirre, Acting Deputy City Manager/Housing Authority
Director
Molly Brennan, Administrative Services Director
Jose Tellez, Chief of Police

**Rod Coppedge, Sullivan Attorneys (*via Zoom*)
William Pate, Devaney Pate Morris & Cameron**

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:37 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

4. CLOSED SESSION

Members retired into the Closed Session at 4:40 p.m. (Bush, Rodriguez, Yamane, Molina, Morrison, Schultz, Martinez, Brennan, Tellez, and Coppedge (via Zoom)). All remained in Closed Session with the exception of Brennan and Coppedge who left the Closed Session Meeting Room at 4:55 p.m. At 4:55 p.m. Pate entered the Closed Session Meeting Room. At 5:51 p.m. Martinez exited the Closed Session Meeting Room. At 5:55 p.m. Tellez exited the Closed Session Meeting Room. Pate exited the Closed Session Room at 5:58 p.m. All members returned to the open session at 5:58 p.m. with members present in attendance: Bush, Rodriguez, Yamane, Molina, Morrison, and Schultz.

4.1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: Jeffrey Meeks v. City of National City

WCAB

Case No: ADJ12677504

4.2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9 (d) (1)

Name of Case: Cummins v City of National City. et al.

San Diego County Superior Court

Case No: 37-2022-00004671-CU-OE-CTL

4.3. PUBLIC EMPLOYMENT

Government Code Section 54957.6

Position to be filled: Interim City Manager

Mayor Morrison announced that actions taken in Closed Session would be reported at the Regular City Council Meeting following this meeting at 6:00 p.m.

5. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, on Tuesday, August 15, 2023, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:58 p.m.

Tonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of September 19, 2023.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**August 15, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Others Present:
Ben Martinez, Interim City Manager
Barry Schultz, City Attorney
Tonya Hussain, Executive Secretary
Carlos Aguirre, Acting Deputy City Manager/Housing Authority
Director
Molly Brennan, Administrative Services Director
Elyana Delgado, Recreation Supervisor
Robert Hernandez, Battalion Chief/Fire Marshal/Fire Investigator
Martha Juarez, Assistant Director of Engineering and Public
Works
Angelita Palma, Housing Programs Manager
Scott Robinson, Fire Captain
Joyce Ryan, Library & Community Services Director
Jose Tellez, Chief of Police

1. **CALL TO ORDER**

A Regular Meeting of the City Council of the City of National City was called to order at 6:09 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. **ROLL CALL**

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

Other elected officials: Treasurer Mitch Beauchamp

Administrative Officials present: Martinez, Schultz, Hussain, Aguirre, Brennan, Delgado, Hernandez, Juarez, Palma, Robinson, Ryan, Tellez

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

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

Councilmember Rodriguez led the Pledge of Allegiance.

4. **INVOCATION**

Invocation was delivered by Joe Mendoza, Emmanuel Church of National City.

5. **PUBLIC COMMENT**

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced Secretary Hussain.

Six (6) speakers provided in-person comments, one (1) written comment was received, and three (3) people provided virtual comment.

Comments received via Zoom:

Barbara Gordon
Becky Rapp
Peggy Walker

Written comment received, not read into
the record:

Nathan Maycott

In-person comments:

R M Beauchamp
Geoffrey Schrock
Claire Groebner
Edward Nieto
Abe Mowl
Ted Godshalk

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

6.1 Presentation of Miss National City and Court

Item introduced by Library & Community Services Director Ryan and presented by Recreation Supervisor Elyana Delgado.

6.2 Investment Update

Introduced by Administrative Services Director Brennan and PowerPoint Presentation given by Chandler Asset Management Senior Portfolio Strategist Alayne Sampson.

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

Port of San Diego Commissioner Sandy Naranjo provided a report via Zoom.

Councilmembers Bush, Rodriguez, and Yamane had nothing to report.

Vice-Mayor Molina invited the community to the South County Regional Plan Community Workshop on August 29th at 5:00 p.m. at New Directions in Chula Vista.

Mayor Morrison reported on the business of the Port of San Diego and the improvements to Pepper Park.

8. CONSENT CALENDAR

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve Consent Calendar Items 8.1, 8.3, 8.4 and 8.6 through 8.15 with Items 8.2, 8.5 and 8.11 pulled for public comment or discussion.

Motion carried by unanimous vote

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

Motion carried by unanimous vote

Item Pulled for Discussion by Councilmember Rodriguez

8.2 American Medical Response (AMR) contract extension

Approved Resolution No. 2023-108

Item introduced by Battalion Chief Hernandez and presented by Fire Captain Scott Robinson.

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Authorizing the Mayor to Execute the Seventh Amendment to the Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc. to Continue to Provide Basic

and Advanced Life Support Ambulance Transportation Services Effective July 1, 2023 through June 30, 2024”

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Bush to approve the staff recommendation.

Motion carried by unanimous vote

- 8.3 Authorize the purchase of a Street Sweeper for Public Works Streets and Wastewater Division

Approved Resolution No. 2023-109

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell Contract # 093021-ELG with Haaker Equipment Company for the purchase of one (1) Elgin Broom Bear Street Sweeper in a not-to-exceed amount of \$425,000 for the Public Works Streets and Wastewater Division and authorizing the City Manager to approve adjustments of up to \$42,500 to the not-to-exceed amount for the purchase as a 10% contingency for unforeseen fluctuations in pricing and appropriation adjustments of up to \$17,500 above the original amount of \$450,000 budgeted for this item.”

Motion carried by unanimous vote

- 8.4 FY22 UASI Grant Subaward Amendment

Approved Resolution No. 2023-110

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute the City of San Diego Office of Emergency Services Grant Subaward Amendment for an Additional Appropriation of \$16,758 for a new total of \$46,831 to the Reimbursable Grant Citywide Account for the FY22 Urban Area Security Initiative (UASI) Grant for the Reimbursable Grant Purchase of Equipment for the Police Department”

Motion carried by unanimous vote

Item Pulled for Discussion by Councilmember Rodriguez

- 8.5 Ratifying the SANDAG HAP 2.0 grant application and accepting the terms of the grant agreement to fund “Own National City.”

Approved Resolution No. 2023-111

Adopt the Resolution entitled "Resolution of the City Council of the City of National City, California, ratifying the grant application and accepting the terms of the grant

agreement with the San Diego Association of Governments (SANDAG) for the Housing Acceleration Program (HAP) Cycle 2 Call for Projects to fund “Own National City,” a plan to study innovative homeownership models on City-owned property zoned for residential use”

One (1) Written Public Comment: Ted Godshalk

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to approve the staff recommendation.

Motion carried by unanimous vote

- 8.6 Acceptance of the 2020 Justice Assistance Grant (JAG) and Appropriation of Funds to Purchase Portable Radios for the Radio Communication System.

Approved Resolution No. 2023-112

Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of the National City Police Department’s Grant award in the Amount of \$18,650.00 from the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to Purchase Portable Radios for the Radio Communication System, and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget.”

Motion carried by unanimous vote

- 8.7 Three new MEA classifications, one revised classification, proposed salary schedules, and budget appropriations to fund stated salaries.

Approved Resolution No. 2023-113

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Creating three (3) new job classifications, revising one existing job classification, amending the National City Municipal Employees Association (NCMEA) Salary Schedule, and authorizing budget appropriations to fund stated salaries.”

Motion carried by unanimous vote

- 8.8 Civil Service Rule II, Section 206A Amendment – Career Advancement

Approved Resolution No. 2023-114

Adopt the resolution entitled “Resolution of the City Council of the City of National City, California, amending the addendum to Rule II, Section 206A of the Civil Service Rules to allow for a career advanceable progression from Fire Inspector I to Fire Inspector II and Part-Time Call Taker to Part-Time Police Dispatcher.”

Motion carried by unanimous vote

- 8.9 Amending City Council Policy Nos. 101, 102, 103, 106, 113, 114, 116, 118, 119, and 120, with Minor Clean-Up.

Approved Resolution No. 2023-115

One (1) Written Public Comment: Ted Godshalk

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending City Council Policy Nos. 101, 102, 103, 106, 113, 114, 116, 118, 119, and 120.

Motion carried by unanimous vote

- 8.10 Annual Update of Investment Policy, City Council Policy #203

Approved Resolution No. 2023-116

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Adopting City Council Policy #203, "Investments," as amended.

Motion carried by unanimous vote

Item Pulled for public comment

- 8.11 Amendment of City Council Policy Numbers 704 "Limitation on City Approved Special Events within the City" and 802 "City Support for Special Events, Activities, Programs and Services".

Approved Resolution No. 2023-117

Consider adoption of the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Amendment of City Council Policy Numbers 704 "Limitation on City Approved Special Events within the City" and 802 "City Support for Special Events, Activities, Programs and Services".

In-Person Public Comment:

Rita Heuss

Olivia Bayardo

Liliana Armenta

Edward Nieto

Mike Montoya

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

Substitute Motion by Vice-Mayor Molina, seconded by Mayor Morrison for the item to return as a Public Hearing at the City Council meeting of September 19, 2023.

Substitute Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to end the discussion.

Motion failed by 4-1 vote (*super majority needed*).

Ayes: Bush, Yamane, Rodriguez, Molina

Nays: Morrison

Original Substitute Motion

Motion failed by 2-3 vote.

Ayes: Molina, Morrison

Nays: Bush, Yamane, Rodriguez

Original motion to adopt the resolution.

Motion carried by 3-2 vote.

Ayes: Bush, Yamane, Rodriguez

Nays: Molina, Morrison

- 8.12 Temporary Use Permit – Rosarito Beach Motorcycle Run hosted by Coronado Beach Harley Davidson on September 8, 2023 from 8 a.m. to 12 p.m. at 3201 Hoover Avenue with No Waiver of Fees.

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

Motion carried by unanimous vote

- 8.13 Semi-Annual Report – Boards, Commissions, and Committee Attendance Report – Includes First and Second Quarter of 2023.

Receive and file.

Motion carried by unanimous vote

- 8.14 Warrant Register #49 for the period of 6/2/23 through 6/8/23 in the amount of \$828,042.32

Ratify Warrants Totaling \$828,042.32

Motion carried by unanimous vote

- 8.15 Warrant Register #50 for the period of 6/9/23 through 6/15/23 in the amount of \$2,065,505.97

Ratify Warrants Totaling \$2,065,505.97

Motion carried by unanimous vote

9. PUBLIC HEARING

Notice of the Public Hearing was given in accordance with legal requirements, and the hearing was held on the date and no earlier than specified in the notice.

9.1 Public Hearing – Approval of Tentative Subdivision Map of an Existing Parcel into Nine (9) Separate Lots on Property Located at 2121 Grove Street.

Approved Resolution No. 2023-118

Councilmember Bush recused on the item and left the dais and the Council Chamber at 8:18 p.m.

Associate Planner David Welch provided the report and PowerPoint Presentation.

Applicant Luis Naranjo addressed the City Council.

Mayor Morrison declared the Public Hearing open at 8:37 p.m.

In-Person Public Comment:

Brent Rustad

James Lannek

Abe Munoz

Councilmember Rodriguez left the dais at 8:45 p.m. and returned at 8:47 p.m.

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

Motion carried by unanimous vote of those present.

Public Hearing closed at 8:55 p.m.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Determining that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA) Under Class 32 of the CEQA Guidelines Section 15332 (In-Fill Development Projects) and Approving the Tentative Subdivision Map for the Division of One (1) Lot into Nine (9) on Property Located at 2121 Grove Street (APN: 561-380-24)"

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

Motion carried by unanimous vote of those present.

Mayor Morrison called for a recess at 9:20 p.m. and all members returned at 9:27 p.m. to resume the meeting, including Councilmember Bush.

10. STAFF REPORTS

10.1 Amendment to City Council Policy No. 104: Rules of Procedure and Order for City Council Meetings – Proclamations

Approved Resolution No. 2023-119

Interim City Manager Ben Martinez introduced the item.

In-Person Public Comment:

Edward Nieto

Mike Montoya

Recommendation:

Options:

#1 Leave policy as is; or

#2 Modify as presented in the 105 request by Councilmember Rodriguez, Exhibit B (Redline) to read:

(a) Requests for proclamations can be made by any Council Members' Office

(b) The Mayor and Councilmember filing the request will determine the language used in the proclamation, the Mayor will then direct his or her staff member to prepare the proclamation and the proclamation will be issued with all of the Council Member signatures.

(c) Upon receipt of the draft proclamation language, the Mayor and Councilmember filing the request will direct the City Manager to place the item on a meeting agenda depending on the nature and time-sensitive nature of the request; or

#3 Accept changes to policy in Exhibit C (Redline) to add line Item d to current policy:

(d) Mayor and City Councilmembers will sign all Proclamations. The Mayor's Office will have an electronic signature file of each Councilmember on record to be used in the event that a City Councilmember is unable or unavailable to sign the Proclamation

If options 2 or 3 are chosen, adopt the resolution that reflects changes (Exhibit D) or (Exhibit E) Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving an Amendment to City Council Policy Manual Policy 104: Rules of Procedure and Order for City Council Meetings – XIV Procedural Matters, E(2). (Proclamations)"

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to approve Option No. 2.

Substitute Motion by Mayor Morrison, seconded by Vice-Mayor Molina to approve that Councilmember signatures would be included only on proclamations that are

included on the City Council agenda and that a stamped or electronic signature would be kept on file for each Councilmember.

Motion carried by 3-2 vote.

Ayes: Bush, Molina, Morrison

Nays: Rodriguez, Yamane

- 10.2 Amendment to City Council Policy No. 901, to Require that the City Conduct a Feasibility Analysis for Homeownership on City-Owned Property Zoned for Residential Use.

Approved Resolution No. 2023-120

Item was presented by Acting Housing Director Angelita Palma.

In-Person Public Comment:

Barbara Avalos

Randi Castle

Jose Ceroa

George Ching

Oscar Campos

Written Public Comment:

Cynthia Suero-Gabler

Miriam Escobar

Ted Godshalk

Recommendation: Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Amending City Council Policy No. 901, Entitled 'Management of Real Property', to Require that the City Conduct a Feasibility Analysis to Evaluate Building Residential Units for Homeownership, Identify Supportable Land Values, Determine the Need for Gap Financing, and Assess the Use of Various Development Models, Such as Community Land Trusts, to Create Sustainable and Affordable Homeownership on Any City-Owned Property Zoned for Residential Use."

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Bush for the item to return at a future City Council meeting and include language for building homeownership through community land trust, deed restrictions, limited equity cooperatives, condominium or rent-to-own models, and that it would be owner-occupied, and that 75% of the owners would be National City residents.

Friendly amendment by Councilmember Bush, seconded by Councilmember Rodriguez to approve the staff recommendation with amended language to include that home ownership is required on City-owned parcels, that the feasibility study explores all options to prioritize home ownership to include the first-time buyer program, pre-paid mortgage insurance program, community land trust,

consideration of the construction defect insurance, and to update the purpose of the policy.

Motion carried by unanimous vote.

At 10:31 p.m., Mayor Morrison reminded the City Council of Policy #104 that requires the City Council Meeting to be adjourned no later than 10:30 p.m. unless extended by Council vote. Mayor Morrison asked the City Council to consider extending the meeting for 30 minutes to complete the remaining items.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Rodriguez to end the meeting by 11:00 p.m.

Motion carried by unanimous vote.

Councilmember Bush requested to reconsider the vote on Item 10.1

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to reconsider the vote.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to approve Option No. 2 with amended language on section (b) to read, "The Mayor and Councilmember filing the request will **confer on** the language used in the proclamation." section (c) to remove the word 'Councilmember', and section (d) to include that a stamped or electronic signature would be kept on file for each Councilmember.

Motion carried by unanimous vote.

10.3 Property Tax Rate for Library General Obligation Bond Property Tax Rate 2024

Approved Resolution No. 2023-121

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, setting the Property Tax Rate for the Library General Obligation Bond for Fiscal Year 2024 at .518 cent per \$100 of assessed valuation."

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

Motion carried by unanimous vote.

- 10.4 Responses from the City of National City to the findings and recommendations of a 2022/2023 County of San Diego Grand Jury Report filed on June 7, 2023 and titled "Governance of San Diego Bay and Its Tidal Lands and Regions."

Recommendation: Review and approve the proposed responses to the County Grand Jury Report and authorize the Mayor to transmit the responses to the Grand Jury via the Superior Court Presiding Judge.

ACTION: Motion by Vice-Mayor Molina, seconded by Mayor Morrison to approve the staff recommendation.

Friendly amendment by Vice-Mayor Molina, accepted by Mayor Morrison to continue the item to a Special Meeting the week of August 21st, date to be determined.

Motion carried by unanimous vote.

11. **CITY MANAGER'S REPORT**

Nothing to report.

12. **ELECTED OFFICIALS REPORT**

Closing remarks were provided by the City Council.

13. **CITY ATTORNEY REPORT**

CLOSED SESSION

4.1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)

Name of Case: Jeffrey Meeks v. City of National City

WCAB

Case No: ADJ12677504

4.2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9 (d) (1)

Name of Case: Cummins v City of National City. et al.

San Diego County Superior Court

Case No: 37-2022-00004671-CU-OE-CTL

4.3. **PUBLIC EMPLOYMENT**

Government Code Section 54957.6

Position to be filled: Interim City Manager

City Attorney Schultz reported that three (3) items were discussed in the Closed Session and that there was no reportable action on all three.

14. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, September 5, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 11:10 p.m.

Tonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of September 19, 2023.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

August 22, 2023, 4:30 p.m.

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

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Rodriguez
Councilmember Yamane
Absent: Councilmember Bush
Others Ben Martinez, Interim City Manager
Present: Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk *(via Zoom)*

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:34 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Rodriguez, Yamane, Molina, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. PUBLIC COMMENT

None.

5. STAFF REPORT

5.1 Responses from the City of National City to the findings and recommendations of a 2022/2023 County of San Diego Grand Jury Report filed on June 7, 2023, and titled "Governance of San Diego Bay and Its Tidal Lands and Regions."

Acting Deputy City Manager Aguirre gave the report.

Recommendation:

Review and approve the proposed responses to the County Grand Jury Report and authorize the Mayor to transmit the responses to the Grand Jury via the Superior Court Presiding Judge.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve the response.

Motion carried by unanimous vote.

5.2 Letter of Recommendation for California Assembly Bill (AB) 399, the Water Ratepayers Protections Act 2023

Acting Deputy City Manager Aguirre gave the report.

In-Person Public Comment:

Daniel Gaytan, Legislative Analyst, San Diego County Water Authority

Roberto Yano, Assistant General Manager for Sweetwater Authority

Recommendation:

Receive direction from the City Council of the City of National City on submitting a letter of support for the Water Ratepayers Act of 2023, which requires a member agency to receive majority voter approval of its electorate, and the entire San Diego County Water Authority's electorate, before it can detach itself from the San Diego County Water Authority.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to support AB 399.

Ayes: Rodriguez, Molina, Morrison

Nays: Yamane

Motion carried by 3-1 vote.

6. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, September 5, 2023, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:25 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of September 5, 2023.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**September 5, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Others Present:
Ben Martinez, Interim City Manager
Barry Schultz, City Attorney
Shelley Chapel, City Clerk (via Zoom)
Carlos Aguirre, Acting Deputy City Manager/Housing Authority Director
Walter Amedee, Management Analyst III
Molly Brennan, Administrative Services Director
Sergio Mora, Fire Chief
Martha Juarez, Assistant Director of Engineering and Public Works
Tonya Hussain, Executive Secretary
Joyce Ryan, Library & Community Services Director
Jose Tellez, Chief of Police

1. **CALL TO ORDER**

A Regular Meeting of the City Council of the City of National City was called to order at 6:09 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. **ROLL CALL**

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

Administrative Officials present: Martinez, Schultz, Chapel (via Zoom), Aguirre, Amedee, Brennan, Mora, Juarez, Hussain, Ryan, Tellez

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

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

Councilmember Rodriguez led the Pledge of Allegiance.

4. **INVOCATION**

Invocation delivered by Rabbi Laurie Coskey.

5. **PUBLIC COMMENT**

Mayor Morrison summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced City Clerk Chapel.

Five (5) speakers provided in-person comments, one (1) written comment was received, and four (4) people provided virtual comment.

In-person Comment:

Vivian Wapnowski
Margaret Godshalk
Geoffrey Schrock
Cheddy Matthews
Edward Nieto

Written comment received, not read into
the record:

Anthony Avalos

Zoom Comment:

Judith Strang
Becky Rapp
Peggy Walker
Barbara Gordon

6. **PROCLAMATIONS AND RECOGNITION**

6.1 National Preparedness Month Proclamation

Introduced by Fire Chief Mora and presented by Management Analyst III Walter Amedee of the National City Fire Department.

6.2 Introduction of New City Employees

Mayor Morrison introduced staff who introduced the new hires.

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

7.1 Presentation of Board of Library Trustees FY23 Annual Report

Library and Community Services Director Ryan introduced Board of Library Trustees Chair Margaret Godshalk who provided a PowerPoint Presentation.

Receive and file NCPL Board of Library Trustees FY23 Annual Report.

Motion carried by unanimous vote

7.2 Bicycle Master Plan Update Presentation

Item introduced by Assistant Director of Engineering and Public Works Martha Juarez and presented by WSP Traffic Engineer Ryan Whipple.

One Speaker's Slip was received in opposition from Alex Fernandez, who did not speak.

Receive the presentation on the Bicycle Master Plan (BMP) update.

Motion carried by unanimous vote

8. **INTERVIEWS AND APPOINTMENTS**

8.1 Appointments: City Boards, Commissions and Committees – City Council Appointment for Civil Service Commission.

Mayor Morrison introduced City Clerk Chapel who explained the reappointment process. Civil Service Applicant Paul Wapnowski was interviewed by the City Council.

Recommendation: City Council to Conduct Interviews and Appointment.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to reappoint Paul Wapnowski to the Civil Service Commission for a term ending September 30, 2028.

Motion carried by unanimous vote.

8.2 Appointments: City Boards, Commissions and Committees – Mayoral Appointments for Board of Library Trustees; Park, Recreation & Senior Citizens Advisory Committee; Public Art Committee; and, Traffic Safety Committee.

Mayor Morrison introduced City Clerk Chapel who explained the reappointment process.

Recommendation: Mayoral Appointment with City Councilmembers' Confirmation.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to appoint:

Patricia McGhee to the Board of Library Trustees Alternate Position for a term ending September 30, 2026.

Reappoint Margaret Godshalk to the Board of Library Trustees for a term ending September 30, 2026.

Jissan Ravanilla to the Board of Library Trustees for a term ending September 30, 2024.

Jake Zindulka to the Board of Library Trustees for a term ending September 30, 2024.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Molina to reappoint:

Jennelyn de Mesa Luna to the Park, Recreation & Senior Citizens Advisory Committee for a term expiring September 30, 2026.

Joseph Crawford to the Park, Recreation & Senior Citizens Advisory Committee for a term expiring September 30, 2026.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Vice-Mayor Molina to reappoint:

William A. Virchis to the Public Art Committee for a term expiring September 30, 2026.

Motion carried by unanimous vote.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to appoint Rafael Cotero to the Traffic Safety Committee for a term expiring September 30, 2026.

Motion carried by unanimous vote.

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

Councilmember Rodriguez reported on the business of the SANDAG Mobility Working Group and Transportation Committee.

Councilmember Bush announced that MTS would meet on Thursday to discuss Project Labor Agreements.

Councilmember Yamane reported on the San Diego County Water Authority.

Vice-Mayor Molina reported that SANDAG would return from August recess with a meeting to occur on Friday. She thanked those who volunteered to serve on a Board, Commission, or Committee.

Mayor Morrison reported that he attended the Annual California Special District's Association.

Port of San Diego Commissioner Sandy Naranjo provided a report on the National City Balance Plan, her attendance at Pacific Ports Conference, and the upcoming workshop on the Tidelands Activation Program.

10. **CONSENT CALENDAR**

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to approve Consent Calendar Items 10.1 through 10.4, 10.6, and 10.9 through 10.11 with Items 10.5, 10.7, and 10.8 pulled for public comment or discussion.

Motion carried.

Vice-Mayor Molina recused herself on Item 10.6 due to her residential proximity of 1000 feet to the project site.

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

Motion carried by unanimous vote

10.2 Approval of the Third Amendment to the Agreement between the City and Devaney Pate Morris & Cameron LLP for legal services.

Approved Resolution No. 2023-122

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the Third Amendment to the Agreement Between the City and Devaney Pate Morris & Cameron LLP for Legal Services in the Specialized Area of General Civil Litigation Defense Arising from Government Claims by Increasing the Not-to-Exceed Amount by \$ 50,000 for a New Total Not-to-Exceed Amount of \$ 250,000 Pertaining to Litigation Titled Cummins v. City.

Motion carried by unanimous vote

10.3 Agreement with the County of San Diego for use of the San Diego Sheriff's Department's Firearms Range and Training Facility at Miramar.

Approved Resolution No. 2023-123

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Enter into an Agreement with the County of San Diego for the Use of the San Diego Sheriff’s Department’s Firearms Range and Training Facility at Miramar.

Motion carried by unanimous vote

- 10.4 Approving the Final Parcel Map and Conditionally Approving the Offer of Dedication for the Proposed Emergency Vehicle Access Easement located on the South Side of 3140 E. 2nd Street.

Approved Resolution No. 2023-124

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the Final Parcel Map and Conditionally Approving the Offer of Dedication for the Proposed Emergency Vehicle Access Easement Included Therein for the New Project Located on the South Side of 3140 E. 2nd Street, and Authorizing the Mayor and City Clerk to sign the Map.”

Motion carried by unanimous vote

Item Pulled for Discussion by Councilmember Yamane

- 10.5 City Council Meetings Schedule for December 2023 and January 2024

Approved Resolution No. 2023-125

Interim City Manager Ben Martinez reported the item.

Approve by Council Motion to Dispense with the Tuesday, December 19, 2023, and Tuesday, January 2, 2024, Regular Meetings of the City Council; and adjourn the Regular City Council Meeting of Tuesday, December 5, 2023, to the next Regular Meeting to be held on Tuesday, January 16, 2024, at 6:00 p.m.

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

Motion carried by unanimous vote

- 10.6 First Amendment to the Regulatory Agreement with Southern Highlands Apartments L.P. to have Use Restrictions Restated to Allow for Commercial Uses of the Non-Residential Portions of the Property. (Community Development Commission – Housing Authority)

Approved Resolution No. 2023-126

Adopt the Resolution Entitled “Resolution of the Community Development Commission-Housing Authority (CDC-HA) of the City of National City, California, Authorizing the Executive Director to Execute the First Amendment to the Regulatory Agreement with Southern Highlands Apartments L.P. to Amend Section 5 Allowing for Commercial Uses of the Non-Residential Portions of the Property, Located at 2525 Highland Avenue.”

Motion carried by unanimous vote

Item Pulled for Public Comment

10.7 Police Captain Salary Increase

Approved Resolution No. 2023-127

One In-Person Public comment: Paul Wapnowski

Chief of Police Tellez answered questions posed by the City Council.

Adopt the Resolution of the City of National City, California, Amending the National City Management Salary Schedule for the Position of Police Captain, and Authorizing an Increase of \$40,800 to the General Fund Police Personnel Services Budget Appropriations.

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

Motion carried by unanimous vote

10.8 State of California AB178 Grant Awarded to the National City Police Department (NCPD)

Approved Resolution No. 2023-128

Item Pulled for Discussion by Councilmember Yamane

Adopt the Resolution entitled, “Resolution of the City of National City, California, Authorizing the Acceptance of AB178 Grant Funds in the Amount of \$58,272.86 from the Board of State and Community Corrections for the Officer Wellness and Mental Health Grant Program, and Authorizing the Establishment of a Fiscal Year 2024 Appropriation and Corresponding Revenue Budget in the Amount of \$58,272.86.”

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

Motion carried by unanimous vote

- 10.9 Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 29 thru October 31, 2023 with No Waiver of Fees

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

Motion carried by unanimous vote

- 10.10 Warrant Register #51 for the period of 6/16/23 through 6/22/23 in the amount of \$675,572.28

Ratify Warrants Totaling \$675,572.28

Motion carried by unanimous vote

- 10.11 Warrant Register #52 for the period of 6/23/23 through 6/29/23 in the amount of \$ 3,667,271.38

Ratify Warrants Totaling \$ 3,667,271.38

Motion carried by unanimous vote

Mayor Morrison excused the interpreters at 8:10 p.m. as there were no more public speakers pre-registered on Zoom.

11. PUBLIC HEARING

Notice of the Public Hearing was given in accordance with legal requirements, and the hearing was held on the date and no earlier than specified in the notice.

- 11.1 Consideration of Certification of a Mitigated Negative Declaration for the Annexation of Two Properties Located at 3410 Valley Road (Bonita) and Approval of a Tentative Subdivision Map for a 10-Lot Residential Development.

Disclosure of Ex-Parte Contact: Councilmember Bush and Councilmember Yamane disclosed that they met with the applicant. Vice-Mayor Molina disclosed that she had spoken with the applicant over the telephone.

Planning Manager Martin Reeder provided the report and PowerPoint Presentation.

Applicant Lawrence Tucker was present and addressed the Council.

Mayor Morrison declared the Public Hearing open at 8:06 p.m.

In-person public comment:

John Taylor
Harriet Taylor
Roberto Sanchez
John Pavek

Speaker's Slips were received in opposition from Mary Kay Pavek and Claire Reader, who did not wish to speak.

The applicant Mr. Tucker was given the opportunity to rebuttal and Council asked questions of the applicant.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:47 pm.

Recommendations:

Options

1. Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Annexation of Two Properties Located at 3410 Valley Road (Bonita) and the Tentative Subdivision Map for a 10-Lot Residential Development and Authorizing the Filing of a Notice of Determination"; and Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving the Annexation of Two Properties Located at 3410 Valley Road (Bonita) and a Tentative Subdivision Map for a 10-Lot Residential Development"; or
2. Deny 2022-13 S, ANNEX based on findings to be determined by the City Council; or,
3. Continue the item to a later date in order to obtain additional information.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to approve Option 1 and modify conditions to address light pollution, traffic concerns, to include native plants, and remove non-native species within the property line.

Motion carried by unanimous vote.

Mayor Morrison called for a recess at 9:06 p.m. and all members returned at 9:16 p.m. to resume the meeting.

- 11.2 Certification of the Supplemental Program Environmental Impact Report for the Focused General Plan Update

Vice-Mayor Molina recused on the item due to her residential proximity of 1000 feet to the project site and left the dais and the Council Chamber at 9:16 p.m.

Disclosure of Ex-Parte Contact: Mayor Morrison and Councilmembers Bush, Rodriguez, and Yamane disclosed that they had spoken with the attorney representing the applicant.

Acting Deputy City Manager and Housing Authority Director provided the report and PowerPoint Presentation.

WSP Senior Vice Presidents Tara Lake and Stephanie Whitmore answered questions posed by the City Council.

Mayor Morrison declared the Public Hearing open at 9:19 p.m.

In-Person Public Comment:

Cynthia Morgan-Reed
Charlie Richmond
Ted Godshalk

Zoom Comment:

Kelsey Genesi

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

Motion carried by unanimous vote of those present.

The Public Hearing closed at 9:29 p.m.

Recommendation: Conduct a Public Hearing and Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Certifying the Final Supplemental Program Environmental Impact Report (SPEIR) with the Selection of the Alternate Project Location Alternative, and Adopting Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the City of National City Focused General Plan Update."

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Bush to keep 19th Street open along with the bike path and support the initial site.

Friendly amendment by Councilmember Bush to include exploration of an inclusionary housing requirement.

Laura Gates, Gates Planning Strategies addressed the City Council.

Substitute Motion by Mayor Morrison, seconded by Councilmember Yamane for the item to return at a future City Council meeting for staff to reconsider the impacts of the closure of 19th Street in context to the CEQA, explore the pros and cons of the alternative site and the original site, highlight the CEQA analysis that's already been completed, the development complexities of each site and the impacts of

affordability, and have staff review the bicycle path update, and provide options on an inclusionary ordinance.

Motion carried by unanimous vote of those present.

At 10:31 p.m., Mayor Morrison reminded the City Council of Policy #104 which requires the City Council Meeting to be adjourned no later than 10:30 p.m. unless extended by Council vote. Mayor Morrison asked the City Council to consider extending the meeting until 11:15 p.m. to complete the remaining items.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to continue the meeting until 11:15 p.m.

Motion carried unanimously by those present.

Vice-Mayor Molina returned to the dais at 10:33 p.m.

Councilmember Rodriguez left the dais at 10:33 p.m. and returned at 10:35 p.m.

11.3 Focused General Plan Update

Acting Deputy City Manager and Director of the Housing Authority Carlos Aguirre introduced WSP Senior Vice President Tara Lake and Laura Gates, Gates who provided the report and PowerPoint Presentation.

Mayor Morrison declared the Public Hearing open at 10:47 pm.

In-person Public Comment

Cynthia Fuller Quinonez

Ted Godshalk

Speaker's Slips were received from Cynthia Morgan-Reed and Joseph, who did not speak or provide a position on the item.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Yamane to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 10:54 p.m.

Recommendation:

Conduct a Public Hearing and Adopt the Resolutions and Ordinances Entitled:

- 1) "Resolution of the City Council of the City of National City, California, Approving the Focused General Plan Update and its Related Land Use Map Including Minor Text and Map Amendments, and Replacing the 2011 Land Use, Transportation, and Safety Elements, and Climate Action Plan;" and

- 2) "Resolution of the City Council of the City of National City, California, Amending the Downtown Specific Plan;" and
- 3) "An Ordinance of the City Council of the City of National City, California, Adopting the Westside Specific Plan Amendment and Amending the Zoning Text and Map of the Westside Specific Plan;" and
- 4) "An Ordinance of the City Council of the City of National City, California, Adopting Municipal Code Chapter 18.49 to Provide Objective Design Standards for Housing Development, Adopting Chapter 18.50 to Provide a Floor Area Ratio Bonus Program, Adopting Amendments to Chapters 18.29 (Overlay Zones) to Create a Mixed-Use Overlay Zone to Allow Residential Development on Certain Parcels Zoned CL and CS, and Amending the Municipal Code to Revise Title 18;"and
- 5) "Resolution of the City Council of the City of National City, California, Approving the Update to the Bicycle Master Plan."

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush for the item to return at a future City Council meeting to include Climate Action Plan goals and options for the inclusion of open space.

Motion carried by unanimous vote.

12. STAFF REPORTS

- 12.1 Verbal Report-Out of Salary and Benefits in the Employment Agreement of the Interim City Manager as Required by the Brown Act

City Attorney Schultz provided the verbal report-out.

Recommendation: Consider Adoption of the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Appointing Benjamin Martinez as Interim City Manager and Authorizing the Mayor to Execute an Employment Agreement between the City of National City and Benjamin Martinez with the Effective Date of August 2, 2023"

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to accept the report read into the record.

Motion carried by unanimous vote.

13. CITY MANAGER'S REPORT

Interim City Manager Ben Martinez reported that a lunch at Fire Station No. 34 would occur to celebrate staff's response to Storm Hillary.

14. ELECTED OFFICIALS REPORT

Closing remarks were provided by the City Council.

15. CITY ATTORNEY REPORT

No report.

16. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, September 19, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 11:17 p.m.

Tonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of September 19, 2023.

Ron Morrison, Mayor



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Management Analyst III
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Accept SDG&E's 2023 SAFE San Diego Grant Program Award of \$3,000 for the City's Community Emergency Response Team (CERT) Program.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Accept Funds in the Amount of \$3,000 from the San Diego Gas & Electric (SDG&E) 2023 SAFE San Diego Grant Program for the National City Community Emergency Response Team (CERT) Program and Authorizing the Establishment of a Reimbursable Grants City-Wide Fund Appropriation and Corresponding Revenue Budget."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Through the 2023 SAFE San Diego Grant Program, SDG&E has awarded funds to National City's Community Emergency Response Team (CERT) whose programs and services support emergency preparedness and safety. The grant from SDG&E to the Burn Institute has made it possible to support local CERT Programs and is part of SDG&E's commitment to make our region safer at home, in the workplace, and in neighborhoods throughout San Diego County. SDG&E has provided a check in the amount of \$3,000 to the Burn Institute, which is a 501(c)(3) non-profit organization, who is serving as National City's CERT fiscal agent to provide the grant funds.

This grant helps National City CERT to recruit new CERT members, administer the CERT program, and promote disaster preparedness training through the National City CERT Program. Staff recommends the establishment of an appropriation and corresponding revenue budget for \$3,000.

FINANCIAL STATEMENT:

Ex. 282-412-912-355-0000 - \$3,000.00

Rev. 282-12912-3498 - \$3,000.00

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Award Letter

Exhibit B – Resolution



EXECUTIVE DIRECTOR
Tessa Haviland

BOARD OF DIRECTORS

CHAIRMAN OF THE BOARD
Gerald S. Davee, Esq.

PRESIDENT
David Ott

VP CHIEF FINANCIAL OFFICER
Chief Bob Pfohl

VP PROGRAMS
Brennon Hope

SECRETARY
Jorge Balvaneda

Jeffrey Berend
James Boland
Jesse Conner
Jim Cunningham, Esq.
Nate Fairman

Matt Ficco
Christina Figone
Jeanne Lee, M.D., FACS
Gene Ma, M.D.
Chief Colin Stowell
Chief Mitch Villalpando

August 15, 2023

Congratulations!

On behalf of the Burn Institute and San Diego Gas & Electric (SDG&E), thank you for participating in the **2023 SAFE San Diego** Grant Program that provides grant funding to Community Emergency Response Teams (CERT) in San Diego County whose programs and services support emergency preparedness and safety.

A grant from San Diego Gas & Electric (SDG&E) to the Burn Institute has made it possible to support local CERT Programs and is part of SDG&E's commitment to make our region safer at home, in the workplace and in our neighborhoods.

Since 1972, the Burn Institute has been helping educate and inspire communities across San Diego and Imperial Counties to reduce burn injuries and empower those affected by burn trauma. Among our various programs, we're dedicated to educating elementary school students on fire safety, installing free smoke alarms in the homes of seniors and offering burn survivor support programs for burn survivors of all ages and their families. With your help, we can keep our region safe from fires and burns.

Enclosed is a check to support the CERT program listed in your application.

Please note: the check must be cashed no later than September 18, 2023 or funds are forfeited.

A follow-up report containing impact and outcomes will be requested of all funded CERT programs at the end of November 2023 so we may highlight completed and in-progress activities as a result of the invested funds.

On behalf of the Burn Institute and SDG&E, thank you for everything you and your CERT Program do to support our community!

Sincerely,

Tessa Haviland
Executive Director

enclosure

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO ACCEPT FUNDS IN THE AMOUNT OF \$3,000 FROM THE SAN DIEGO GAS & ELECTRIC (SDG&E) 2023 SAFE SAN DIEGO GRANT PROGRAM FOR THE NATIONAL CITY COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET

WHEREAS, the San Diego Gas & Electric (SDG&E) 2023 SAFE San Diego Grant Program provides funding to Community Emergency Response Teams (CERT) in San Diego County whose programs and services support emergency preparedness and safety; and

WHEREAS, the Burn Institute is a 501(c)(3) non-profit established to help educate and inspire communities across San Diego and Imperial Counties to reduce burn injuries and empower those affected by burn trauma; and

WHEREAS, on August 15, 2023, the Burn Institute and SDG&E notified City of National City (City) staff that the City has been awarded a grant of \$3,000 to support the City's CERT program; and

WHEREAS, City staff requests City Council authorize the Mayor to accept funds in the amount of \$3,000 from the SAFE San Diego Grant Program and establish a reimbursable grants city-wide fund appropriation and corresponding revenue budget.

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

Section 1: That the City Council hereby authorizes the Mayor to accept funds in the amount of \$3,000 from the SAFE San Diego Grant Program and establish a reimbursable grants city-wide fund appropriation and corresponding revenue budget.

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

PASSED and ADOPTED this 19th day of September, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Fire Department
Prepared by: Brian Krepps, Battalion Chief
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Authorize the Purchase of a Utility/Command Vehicle for the Fire Department.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Informal Bid Process Pursuant to National City Municipal Code Section 2.60.210, Open Market Procedure When Informal Bidding Required, Regarding the Purchasing of the lowest of three bids and Authorizing the City to purchase from Perry Ford of National City One (1) Ford Super-Duty F-350 Lariat 4X4 Crew Cab Pickup Not-to-Exceed Amount of \$74,986.00 for the Fire Department and Authorizing the City Manager to Approve Adjustments to the Not-to-Exceed Amount for the Purchase of up to \$78,736.00 as a 5% Contingency for Unforeseen Fluctuations in Pricing; 2) Approving Appropriations from the General Fund and Vehicle Replacement Fund in the Amount of \$78,736.00 including a 5% Contingency Based on Increased Revenue from the Lower Sweetwater Fire Protection District; and 3) Adding the Vehicle to the Vehicle Replacement Schedule Based on Annual Reimbursements from the California Office of Emergency Services."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The National City Fire Department is requesting the purchase of a 2023 Ford Super-Duty F-350 Lariat 4x4 Crew Cab Pickup to be utilized as a utility/command vehicle, which can be deployed to various wildfires and national disasters throughout the state of California. This vehicle will be utilized by Fire Department personnel at major incidents in the capacity of either leading a strike team of five fire engines or in a single resource support role. The California Office of Emergency Services (CalOES) will reimburse the City of National City to the amount of \$230.00 per day of the vehicle deployment, which typically lasts between 16 and 23 days per incident and the Fire Department responds to approximately 10-15 incidents each year.

The Fire Department identified a need for the vehicle during the last budget preparation cycle; however, funding from the vehicle replacement fund was not sufficient for the City to purchase this vehicle so it was not included in the FY24 CIP budget for vehicle acquisitions. Moreover, at the time, we had committed the balance of the Lower Sweetwater Fire Protection District equipment replacement funds to the purchase of cardiac monitors at the direction of the Director of Emergency Services Parra. The City now has a funding source through Lower Sweetwater to repay the vehicle replacement fund this fiscal year for the cost of the vehicle.

Fire Department personnel are leading the effort with operational support and process review from Engineering & Public Works (EPW) staff because this vehicle purchase is taking place outside of the CIP process. Once the vehicle is acquired, it will become part of the City's Fleet

and will be maintained, per the manufacturer's recommended schedule, and repaired, when needed, by EPW's Fleet & Equipment Maintenance division.

The vehicle will be used for several needs within the Fire Department. Currently, we have no utility vehicle to transport building materials for training, and often firefighters are utilizing their personal vehicle for such details. Additionally, the Fire Department also has a need for a vehicle to support the transportation of our Community Emergency Response Team (CERT) trailer housed at Fire Station 33 and this would support that need as well. Lastly, during Tropical Storm Hilary we identified a need for a trailer to house the emergency shelter supplies, which are currently stored in MLK. Having the ability to transport the shelter supplies to a site not affected by the disaster-taking place is critical to our emergency operations and to do so we would need a vehicle of this type to support that mission.

NCMC Section 2.60.210, Open market procedure used when informal bidding required, of the National City Municipal code provides that informal bidding shall be required and whenever practicable, shall be based on at least three bids, and be awarded to the lowest responsible bidder submitting in all respects the best bid for value.

Staff recommends the City Council adopt resolution as stated.

FINANCIAL STATEMENT:

Revenue Accounts:

001-12125-3555 \$78,736

644-00000-3700 \$78,736

Expenditure Accounts:

001-412-125-751-0000 \$78,736

644-412-000-511-0000 \$78,736

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - California Governor's Office of Emergency Services FY2022 California Fire Assistance Agreement

Exhibit B – Quote Perry Ford

Exhibit C – Quote Chula Vista Ford

Exhibit D – Quote Ken Grody Ford

Exhibit E – Resolution



May 1, 2020

TO: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCY RESPONDERS

SUBJECT: **2020 Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies California Fire Assistance Agreement (CFAA) Rate Letter.**

Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the CFAA for the period beginning May 1, 2020.

Personnel Base Rates: These rates ONLY apply if your agency does NOT have rates on file.

- Overhead at or above Strike Team/Task Force Leader: \$27.14(ST) \$40.71 (OT) per hour
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): \$22.58 (ST) \$33.87 (OT) per hour

NOTE: Base Rates are required to be shown at straight time (ST) on the annual salary survey; however, agencies will be reimbursed at an overtime rate (OT) of time and a half at invoicing for base rates. Both straight and overtime rates are reflected above.

The following apparatus rates will apply to responses effective at the time of initial dispatch:

There is a 16-hour maximum allowable charge per 24-hour period from the time of initial dispatch.

Effective May 1, 2020	
Typing	Hourly
Type I	140.00
Type II	132.00
Type III	126.50
Type IV – VII	120.00
Water Tender Tactical I	119.50
Water Tender Tactical II	102.67

Support Equipment Rates:

Government Owned Vehicles:

Sedan **\$119.00** per day
 Pickup **\$140.00** per day
 Van **\$194.00** per day
 SUV **\$205.00** per day
 Other (3/4 ton & above) **\$230.00** per day

POV Rate:

Privately Owned Vehicles:

\$0.575 per mile

De minimis Administrative Rate: 10.00%

REQUIRED SIGNATURE:

Fire agency's authorized representative **MUST** sign, to the best of their knowledge and belief, and **UNDER PENALTY OF PERJURY**, the annual salary survey agreeing to comply with the terms and conditions of the Agreement, as well as the cooperator agency's internal accounting and expense reimbursement standards. Fire agencies will be required to accept either the base rate(s), and/or the fire agency's salary rates through the required signature process.

If the California Governor's Office of Emergency Services (Cal OES) does not receive a signed [2020 Salary Survey](#) from your agency's authorized representative indicating your agency's rates, Cal OES will have no basis to process an invoice back to your agency for payment for any responses ordered and requested through the CFAA.

REVIEW:

California Fire and Rescue Mutual Aid System Agencies will be required upon request to provide Cal OES supportive documentation used to establish rates and method of pay. Cal OES will request yearly samples from selected agencies for review by Cal OES and the Committee. Upon request, the California Fire and Rescue Mutual Aid System Agencies will have thirty (30) calendar days to provide Cal OES with required information. The process does not supersede the Examination and Audit process as outlined in this Agreement.

For any questions regarding the *2020 Rate Letter* or the [Instructions for Completing the 2020 Cal OES Salary Survey](#), please contact the Fire and Rescue Division support staff at (916) 845-8711 or by email at cfaareimbursement@caloes.ca.gov. If you have questions regarding the management and oversight of the CFAA, please contact Deputy Chief Lori Lopez at lori.lopez@caloes.ca.gov.

Sincerely,



BRIAN S. MARSHALL
State Fire and Rescue Chief

C: file

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) CITY OF NATIONAL CITY 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4397 SAN DIEGO Cell: (619)336-4570 Email: N/A	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) PERRY FORD OF NATIONAL CITY 2050 National City Blvd National City, CA 91950
--	---	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2023	FORD SUPER DUTY F-350 SRW	N/A	1FT8W3BN1PED94472	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 74,986.06 (e)	\$ 74,986.06 (e)	\$ 0.00 is \$ 74,986.06 (e)
(e) means an estimate				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments:	Amount of Payments:	When Payments Are Due:		
One Payment of	\$ N/A	N/A		
One Payment of	\$ N/A	N/A		
One Payment of	\$ N/A	N/A		
N/A	\$ 74,986.06	MONTHLY beginning 09/06/2023		
N/A	\$ N/A	N/A		
One final payment	\$ 74,986.06	09/06/2023		
<p>Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.</p> <p>Prepayment. If you pay early, you may be charged a minimum finance charge.</p> <p>Security Interest. You are giving a security interest in the vehicle being purchased.</p> <p>Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.</p>				

STATEMENT OF INSURANCE			
NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.			
Vehicle Insurance			
	Term	Premium	
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A	
\$ N/A Ded. Collision	N/A Mos.	\$ N/A	
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A	
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A	
Medical N/A	N/A Mos.	\$ N/A	
	N/A Mos.	\$ N/A	
Total Vehicle Insurance Premiums		\$ N/A	
UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.			
You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.			
Buyer X			
Co-Buyer X	N/A		
Seller X			

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X _____ N/A _____ Co-Buyer Signature X _____ N/A _____

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____ Co-Buyer Signs X _____ N/A _____

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$	67,930.00 (A)
1. Cash Price Vehicle	\$	67,930.00
2. Cash Price Accessories	\$	N/A
3. Other (Nontaxable) Describe <u>N/A</u>	\$	N/A
4. Other (Nontaxable) Describe <u>N/A</u>	\$	N/A
B. Document Processing Charge (not a governmental fee)	\$	85.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$	N/A (C)
D. (Optional) Theft Deterrent Device(s)		
1. (paid to) <u>N/A</u>	\$	N/A (D1)
2. (paid to) <u>N/A</u>	\$	N/A (D2)
3. (paid to) <u>N/A</u>	\$	N/A (D3)
E. (Optional) Surface Protection Product(s)		
1. (paid to) <u>N/A</u>	\$	N/A (E1)
2. (paid to) <u>N/A</u>	\$	N/A (E2)
F. EV Charging Station (paid to) <u>N/A</u>	\$	N/A (F)
G. Sales Tax (on taxable items in A through F)	\$	5,961.31 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) <u>DMV DESK</u>	\$	33.00 (H)
I. (Optional) Service Contract(s)		
1. (paid to) <u>N/A</u>	\$	N/A (I1)
2. (paid to) <u>N/A</u>	\$	N/A (I2)
3. (paid to) <u>N/A</u>	\$	N/A (I3)
4. (paid to) <u>N/A</u>	\$	N/A (I4)
5. (paid to) <u>N/A</u>	\$	N/A (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to <u>N/A</u> (see downpayment and trade-in calculation)	\$	N/A (J)
K. Prior Credit or Lease Balance (e) paid by Seller to <u>N/A</u> (see downpayment and trade-in calculation)	\$	N/A (K)
L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver	\$	N/A (L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$	N/A (M)
N. Other paid to <u>N/A</u> For <u>N/A</u>	\$	N/A (N)
O. Other paid to <u>N/A</u> For <u>N/A</u>	\$	N/A (O)
Total Cash Price (A through O)	\$	73,999.31 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees ESTIMATED	\$	441.00 (A)
B. Registration/Transfer/Titling Fees ESTIMATED	\$	537.00 (B)
C. California Tire Fees	\$	8.75 (C)
D. Other <u>N/A</u>	\$	N/A (D)
Total Official Fees (A through D)	\$	986.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)

4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Emissions Exemption Fee	\$	N/A (4)
5. Subtotal (1 through 4)	\$	74,986.06 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):	\$	N/A (A)
Vehicle 1 \$ <u>N/A</u> Vehicle 2 \$ <u>N/A</u>		
B. Total Less Prior Credit or Lease Balance (e)	\$	N/A (B)
Vehicle 1 \$ <u>N/A</u> Vehicle 2 \$ <u>N/A</u>		
C. Total Net Trade-In (A-B)	\$	N/A (C)
Vehicle 1 \$ <u>N/A</u> Vehicle 2 \$ <u>N/A</u>		
D. Deferred Downpayment Payable to Seller	\$	N/A (D)
E. Manufacturer's Rebate	\$	N/A (E)
F. Other <u>N/A</u>	\$	N/A (F)
G. Other <u>N/A</u>	\$	N/A (G)
H. Other <u>N/A</u>	\$	N/A (H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	\$	N/A (I)
Total Downpayment (C through I)	\$	0.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6)	\$	74,986.06 (7)
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OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
 Name of Agreement _____
 I want to buy a debt cancellation agreement or GAP waiver.
 Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company N/A
 Term N/A Mos. or N/A Miles
 I2 Company N/A
 Term N/A Mos. or N/A Miles
 I3 Company N/A
 Term N/A Mos. or N/A Miles
 I4 Company N/A
 Term N/A Mos. or N/A Miles
 I5 Company N/A
 Term N/A Mos. or N/A Miles
 Buyer X N/A

Trade-In Vehicle(s)

1. Vehicle 1
 Year N/A Make N/A
 Model N/A Odometer N/A
 VIN N/A
 a. Agreed Value of Property \$ N/A
 b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
 c. Agreed Value of Property Being Traded-In (a-b) \$ N/A
 d. Prior Credit or Lease Balance \$ N/A
 e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

2. Vehicle 2
 Year N/A Make N/A
 Model N/A Odometer N/A
 VIN N/A
 a. Agreed Value of Property \$ N/A
 b. Buyer/Co-Buyer Retained Trade Equity \$ N/A
 c. Agreed Value of Property Being Traded-In (a-b) \$ N/A
 d. Prior Credit or Lease Balance \$ N/A
 e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity) \$ N/A

Total Agreed Value of Property Being Traded-In (1c+2c) \$ N/A*
Total Prior Credit or Lease Balance (1d+2d) \$ N/A*
Total Net Trade-In (1e+2e) \$ N/A*
 (*See Item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.
 SELLER'S INITIALS N/A

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges.

If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.
Buyer Signs X _____ Co-Buyer Signs X _____ N/A _____

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.
Buyer X _____ Co-Buyer X _____ N/A _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.
S/S X _____ X _____ N/A _____

N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.
If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.
Buyer Signature X _____ Co-Buyer Signature X _____ N/A _____

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X _____ Date 09/06/2023 Co-Buyer Signature X _____ N/A _____ Date _____ N/A _____
Buyer Printed Name CITY OF NATIONAL CITY Co-Buyer Printed Name N/A _____
If the "business" use box is checked in "Primary Use for Which Purchased": Print Name CITY OF NATIONAL CITY Title N/A _____
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.
Other Owner Signature X N/A _____ Address N/A _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.
Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.
Guarantor X N/A _____ Date N/A _____ Guarantor X N/A _____ Date N/A _____
Address N/A _____ Address N/A _____

Seller Signs PERRY FORD OF NATIONAL CITY _____ Date 09/06/2023 By X _____ Title F&I MNGR

Seller assigns its interest in this contract to N/A (Assignee) under the terms of Seller's agreement(s) with Assignee.
 Assigned with recourse Assigned without recourse Assigned with limited recourse
Seller PERRY FORD OF NATIONAL CITY
By X _____ Title F&I MANAGER

NMVTIS TITLE HISTORY REPORT

VIN 1FT8W3BN1PED94472
YEAR 2023 MAKE Ford

This data was originally accessed on 2023-09-06 21:31:10.326 EDT at which time it was current with the National Motor Vehicle Title Information System (NMVTIS)

No matching record was found in the NMVTIS database.

Please check the VIN you entered for possible errors. If the VIN is correct, this vehicle may be titled in a state not reporting to NMVTIS. View a map of [participating states](#).

If a state, salvage yard or insurer does not report a vehicle to the federal database, no report will be available.

Even though this VIN is not in the National Motor Vehicle Title Information System (NMVTIS), it **does not** mean that this vehicle is free of damage, title brands or other problems. NMVTIS data comes from multiple sources, but the absence of a report is not an assurance of a vehicle's condition.

Before purchasing a vehicle, check all available sources for information. Remember, even a "clean" vehicle history report does not guarantee that a vehicle is problem-free.

It's always a good idea to take a vehicle to an independent mechanic to have it checked for evidence of accidents or damage.

We apologize that we are unable to provide you with a vehicle report for this VIN.



Standard Data

Body Type	Crew Cab 4WD LWB SRW	Manufactured	United States
Engine Type	7.3L V8 PFI OHV	Make	Ford
Model	F350 S/D	Corporation	Ford
Model Year	2023	Production Seq. No.	D94472
Trim Level	King Ranch	Vehicle Class	Crew Cab 4WD LWB SRW

NOTE: Detailed Vehicle Information is obtained by decoding the Vehicle Identification Number (VIN). The equipment currently installed in the vehicle may differ from the equipment listed in the report (i.e. the possibility exists that the vehicle may have been modified or rebuilt).

National Title History / Title Pointer (NMVTIS)

Retrieved On: Wed September 06, 2023 09:31:10 PM EDT

Vehicle Information

VIN: 1FT8W3BN1PED94472

Year: 2023

Make: Ford

Model: F350 S/D

NMVTIS Record Not Found

NMVTIS Consumer Access Product Disclaimer

The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and [brand](#) history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because [some states](#) are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames, while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or handled by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss," even if the vehicle's filing status has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is [NOT](#) a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The [Approved NMVTIS Data Providers](#) (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

Information from [participating](#) state motor vehicle filing agencies;

Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although those records may be added at a later time.

Information on "brands" applies to vehicles provided by participating state motor vehicle filing agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

Most recent odometer reading in the state's title record.

Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.

Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit vehiclehistory.hhs.gov for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle filing agencies.

Dealertrack Registration and Titling Solutions, Inc. ("Dealertrack") operates a title inquiry product, which is a "read-only portal" that displays data stored in the National Motor Vehicle Title Information System database ("NMVTIS Data") currently operated by the [American Association of Motor Vehicle Administrators](#). Dealertrack obtains the NMVTIS data contained in this report from Auto Data Direct, Inc., an Approved NMVTIS Data Provider. The NMVTIS Data passed through the Dealertrack interface is recorded by participating states and not by Dealertrack. Dealertrack is not responsible for the accuracy or verification of the NMVTIS Data and disclaims all liability for the accuracy or completeness of such data.

Date/Time: Mar 31, 2023 11:25 AM

Buyer: Brian Smith

Salesperson: Derek Kim

Phone: C: 7606834358

Address: 1314 Ash St
Ramona, CA 920651314

2023 Ford Truck F-350 Super Duty 4WD, Body Type:

Cash	Balance Due
\$ Down	
\$0	\$75,281

MSRP/Retail	\$66,310.00
Discount	\$180.00
Selling Price	\$66,130.00
NITRO FILL	\$495.00
Etch/Theft Code	\$1,295.00
KARR GUARD ALARM	\$495.00
Trade Difference	\$66,130.00
Government Fees	\$787.45
Proc/Doc Fees	\$85.00
Subtotal (Selling Price +	\$69,287.45
Total Taxes	\$5,993.75
Total Balance Due	\$75,281.20

X

Customer Signature

Date

X

Manager Signature

Date

Payments are subject to approved credit and program eligibility.



Preview Order 4358 - W3B 4x4 Crew Cab SRW: Order Summary Time of Preview: 03/31/2023 10:44:08 Receipt: 3/31/2023

Dealership Name: Chula Vista Ford

Sales Code : F71076

Dealer Rep.	Seraiah Cage	Type	Retail	Vehicle Line	Superduty	Order Code	4358
Customer Name	B Smith	Priority Code	19	Model Year	2023	Price Level	335

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CAB PICKUP/160	\$55560	.POWERSCOPE TRAILER TOW MIRROR	\$0
160 INCH WHEELBASE	\$0	.B&O SOUND SYSTEM	\$0
RACE RED	\$0	.BLIS (BLIND SPOT INFO SYSTEM)	\$0
40/20/40 CLOTH SEAT	\$0	.REVERSE SENSING SYSTEM	\$0
MEDIUM DARK SLATE	\$0	.REMOTE START SYSTEM	\$0
PREFERRED EQUIPMENT PKG.613A	\$0	.360-DEGREE CAMERA PACKAGE	\$0
.XLT TRIM	\$0	.HEATED FRONT SEATS	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	FX4 OFF-ROAD PACKAGE	\$495
10-SPEED AUTO TORQSHIFT	\$0	.SKID PLATES	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$0	11499# GVWR PACKAGE	\$0
JOB #2 ORDER	\$0	50 STATE EMISSIONS	\$0
CV LOT MANAGEMENT	\$0	BACKGLASS DEFROST	\$60
CARPET DELETE	\$-50	JACK	\$0
SPORT APPEARANCE PACKAGE	\$2955	WHEEL WELL LINERS FRONT & REAR	\$325
.LT275/70R18E BSW ALL TERRAIN	\$0	410 AMP ALTERNATOR	\$115
.PLATFORM RUNNING BOARDS	\$0	TOUGH BED SPRAY IN BEDLINER	\$595
.EBONY BLACK ALUM WHLS-18"	\$0	DUAL BATTERY	\$210
.LED BOX LIGHTING	\$0	FUEL CHARGE	\$0
XLT PREMIUM PACKAGE	\$4150	PRICED DORA	\$0
.NAVIGATION SYSTEM	\$0	DESTINATION & DELIVERY	\$1895
.HD SATELLITE DIGITAL BROADCAST	\$0		
			MSRP
TOTAL BASE AND OPTIONS			\$66310
DISCOUNTS			NA
TOTAL			\$66310

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

KEN GRODY FORD

BRIAN SMITH
2023 RACE RED F-350 XLT FX4 CREW
CAB 6.75' BED
SALESPERSON: KYLE KAINZ
3/30/2023 4:40 PM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Cash Deal Structure

Vehicle Price	72,890.00
Document Prep Fee	110.00
License / Title	814.00
Tire/Battery/VTR Fee	8.75
Other Fee	332.00
Sales Tax	6,387.50

Due On Delivery	80,542.25
------------------------	------------------

Tax: 8.75% TAX	8.75 %
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On Approved Credit. Payments are an estimate and may vary among lending institutions. The final terms of your loan or lease may differ depending on credit history and the actual terms of the financial institutions acceptance. Tax rules and amounts may vary based upon State or Locality. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: 8.75% Tax



Preview Order K999 - W3B 4x4 Crew Cab SRW: Order Summary Time of Preview: 03/30/2023 16:29:15 Receipt: NA

Dealership Name: Ken Grody Ford - Carlsbad

Sales Code : F71102

Dealer Rep.	Kyle Kainz	Type	Retail	Vehicle Line	Superduty	Order Code	K999
Customer Name	X XXXXX	Priority Code	19	Model Year	2023	Price Level	335

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CAB PICKUP/160	\$55560	.NAVIGATION SYSTEM	\$0
160 INCH WHEELBASE	\$0	.HD SATELLITE DIGITAL BROADCAST	\$0
RACE RED	\$0	.POWERSCOPE TRAILER TOW MIRROR	\$0
40/20/40 CLOTH SEAT	\$0	.B&O SOUND SYSTEM	\$0
MEDIUM DARK SLATE	\$0	.BLIS (BLIND SPOT INFO SYSTEM)	\$0
PREFERRED EQUIPMENT PKG.613A	\$0	.REVERSE SENSING SYSTEM	\$0
.XLT TRIM	\$0	.REMOTE START SYSTEM	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	.360-DEGREE CAMERA PACKAGE	\$0
10-SPEED AUTO TORQSHIFT	\$0	.HEATED FRONT SEATS	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$0	FX4 OFF-ROAD PACKAGE	\$495
JOB #2 ORDER	\$0	.SKID PLATES	\$0
CV LOT MANAGEMENT	\$0	11499# GVWR PACKAGE	\$0
FRONT LICENSE PLATE BRACKET	\$0	50 STATE EMISSIONS	\$0
CARPET DELETE	\$-50	BACKGLASS DEFROST	\$60
SPORT APPEARANCE PACKAGE	\$2955	JACK	\$0
.LT275/70R18E BSW ALL TERRAIN	\$0	410 AMP ALTERNATOR	\$115
.PLATFORM RUNNING BOARDS	\$0	DUAL BATTERY	\$210
.EBONY BLACK ALUM WHLS-18"	\$0	FUEL CHARGE	\$0
.LED BOX LIGHTING	\$0	PRICED DORA	\$0
XLT PREMIUM PACKAGE	\$4150	DESTINATION & DELIVERY	\$1895
TOTAL BASE AND OPTIONS			MSRP \$65390
DISCOUNTS			NA
TOTAL			\$65390

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

RESOLUTION NO. 2023 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INFORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE 2.60.210, OPEN MARKET PROCEDURE WHEN INFORMAL BIDDING REQUIRED, REGARDING THE PURCHASING OF THE LOWEST OF THREE BIDS AND AUTHORIZING THE CITY TO PURCHASE FROM PERRY FORD OF NATIONAL CITY (1) FORD SUPER-DUTY F-350 LARIAT 4X4 CREW CAB PICKUP NOT-TO-EXCEED AMOUNT OF \$74,986.00 FOR THE FIRE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS UP TO THE NOT-TO-EXCEED AMOUNT OF \$78,736.00 AS A 5% CONTINGENCY FOR UNFORSEEN FLUCTUATIONS IN PRICING; 2) APPROVING APPROPRIATIONS FROM THE GENERAL FUND AND VEHICLE REPLACEMENT FUND IN THE AMOUNT OF \$78,736.00 INCLUDING A 5% CONTINGENCY BASED ON INCREASED REVENUE FROM THE LOWER SWEETWATER FIRE PROTECTION DISTRICT; AND 3) ADDING THE VEHICLE TO THE VEHICLE REPLACEMENT SCHEDULE BASED ON ANNUAL REIMBURSEMENTS FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES.

WHEREAS, the National City Fire Department is in need of a full size utility truck to respond to natural and manmade disasters throughout the state of California through the State of California Master Mutual Aid Program; and

WHEREAS, when deployed to manmade and natural disasters throughout the state of California, the City of National City will be reimbursed for the vehicle at \$231.00 per day of deployment, which may last from 14 to 22 days by CALOES; and

WHEREAS, the General Fund Vehicle Replacement funds used for the purchase of the vehicle will be reimbursed to the City during fiscal year 23-24 from funds received from the Lower Sweetwater Fire Protection District Equipment Fund; and

WHEREAS, Section 2.6.210, Open market procedure used when informal bidding required, of the National City Municipal code provides that informal bidding shall be required and whenever practicable, shall be based on at least three bids, and be awarded to the lowest responsible bidder submitting in all respects the best bid for best value, therefore, it is recommended that the purchase be made through the informal bidding procedure set forth in Municipal Code; and

WHEREAS, Fire Department personnel are leading the effort with operational support and process review from Engineering & Public Works (EPW) staff because this vehicle purchase is taking place outside of the CIP process; and

WHEREAS, Once the vehicle is acquired, it will become part of the City's Fleet and will be maintained, per the manufacturer's recommended schedule, and repaired, when needed, by EPW's Fleet & Equipment Maintenance division; and

WHEREAS, Fire Department staff has confirmed that the lowest bid was received from Perry Ford of National City, and

WHEREAS, Fire Department Staff recommends adoption of the resolution as stated.

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

Section 1. Authorizes the City to purchase from Perry Ford of National City One (1) Ford Super-Duty F-350 Lariat 4X4 Crew Cab Pickup Not-to-Exceed Amount of \$74,986.00 for the Fire Department.

Section 2. Authorizes the City Manager to Approve Adjustments to the Not-to-Exceed Amount for the Purchase of up to \$78,736.00 as a 5% Contingency for Unforeseen Fluctuations in Pricing.

Section 3. Approves Appropriations from the General Fund and Vehicle Replacement Fund in the Amount of \$78,736.00 including a 5% Contingency Based on Increased Revenue from the Lower Sweetwater Fire Protection District.

Section 4. Adds the Vehicle to the Vehicle Replacement Schedule Based on Annual Reimbursements from the California Office of Emergency Services.

Section 5. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 19th day of September, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC
City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works Department
Prepared by: Luca Zappiello, Associate Engineer Civil
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Authorizing the Mayor to Execute the Program Supplement Agreement for the Retroreflective Back-Plates Project, CIP No. 23-04.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the Mayor to Execute Program Supplement Agreement (PSA) No. A238 with the State of California Department of Transportation (Caltrans) for the Retroreflective Back-Plates Project, CIP No. 23-04; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of \$92,250 and Corresponding Revenue Budget, and 3) Committing to Providing a Local Match of \$10,250."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On March 9, 2023, the California Department of Transportation (Caltrans) awarded an \$852,930 Highway Safety Improvement Program (HSIP) grant to the City of National City (City) for the Retroreflective Back-plates project with a local match of \$94,770 for a total project cost of \$947,700.

The \$852,930 grant award will be distributed by Project phases as follows:

- Preliminary Engineer (PE) - \$92,250
- Construction (CON) - \$760,680

On August 11, 2023, Caltrans issued an Authorization to Proceed to the City for the PE phase, formalized as the PSA, establishing the date for eligible reimbursement and confirming the State Funds portion in the amount of (up to) \$92,250 and the Local Match required in the amount of (up to) \$10,250.

The scope of work generally consists of improving signal hardware with back-plates with retroreflective borders, installing an advanced stop bar before the crosswalk (Bicycle Box), and modifying signal phasing to implement a Leading Pedestrian Interval (LPI). To be finalized through the design process in this PE phase, the plan is to install these types of modifications at up to 23 distinct locations throughout the City, as shown in Exhibit A. The general location of the

improvements is A) along Highland Ave. from Division St. to 30th St., B) along Plaza Blvd. from L Ave. to 8th St, and C) along National City Blvd. from 4th St. to 24th St/Miles of Cars Way.

Once the PE phase is complete, staff will return to the City Council for the appropriation of the Construction phase funds.

Staff recommends authorizing the Mayor to execute Program Supplement Agreement (PSA) No. A238 with the State of California Department of Transportation (Caltrans) for the Retroreflective Back-plates project, CIP No. 23-04, to allow for reimbursement of up to \$92,250 in eligible project expenditures through the Highway Safety Improvement Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$92,250 and corresponding revenue budget, and 3) committing to providing a local match of \$10,250.

FINANCIAL STATEMENT:

HSIP Grant - \$92,250

Revenue: 296-06617-3463

Other State Grants

Expense: 296-409-500-598-6617

Retroreflective Back Plates 5066(057)

Local Match - \$10,250

Account: 307-409-500-598-6558 (Transnet Funds)

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

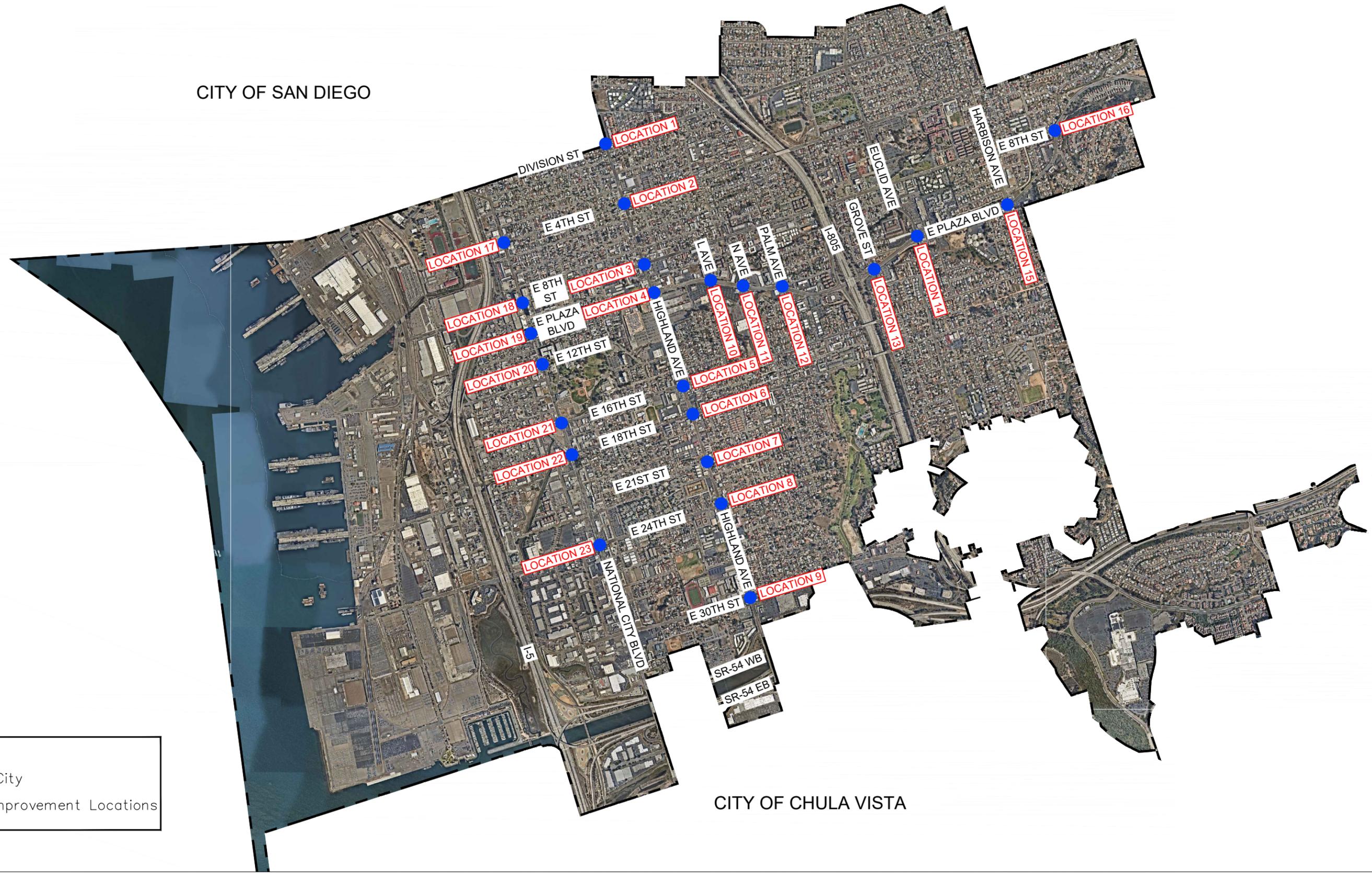
EXHIBITS:

Exhibit A – Vicinity Map

Exhibit B – Program Supplement Agreement (PSA) No. A238

Exhibit C - Resolution

CITY OF SAN DIEGO



CITY OF CHULA VISTA

Legend

- National City
- Project Improvement Locations

NATIONAL CITY HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) - CYCLE 11
 Attachment 2 - Vicinity and Location Map



PROGRAM SUPPLEMENT NO. 00000A238
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 11-5066S21

Adv. Project ID 1124000010
Date: August 11, 2023
Location: 11-SD-0-NATC
Project Number: HSIPSL-5066(057)
E.A. Number:
Locode: 5066

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 11-5066S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 09/12/2022 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: In National City, along Highland Ave. from Division St. to 30th St. along Plaza Blvd. from L Ave. to 8th St, and along National City Blvd. to 4th St. to 24th St/Miles of Cars Wy.

TYPE OF WORK: Traffic Related - Other **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$102,500.00		\$92,250.00	\$10,250.00	\$0.00

CITY OF NATIONAL CITY

By _____
 Title _____
 Date _____
 Attest _____

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 Wendy Ip **Date** 08/11/2023 \$92,250.00

SPECIAL COVENANTS OR REMARKS

1.
 - A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.
 - B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.
 - C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.
 - D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.
 - E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.
 - F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.
 - G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. 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

SPECIAL COVENANTS OR REMARKS

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 provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. A238 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE RETROREFLECTIVE BACK-PLATES PROJECT, CIP NO. 23-04; 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$92,250 AND CORRESPONDING REVENUE BUDGET, AND 3) COMMITTING TO PROVIDING A LOCAL MATCH OF \$10,250.

WHEREAS, on March 9, 2023, the California Department of Transportation (“Caltrans”) awarded a \$852,930 Highway Safety Improvement Program (“HSIP”) grant to the City of National City (“City”) for the Retroreflective Back-plates project (“Project”) with a local match of \$94,770 for a total project cost of \$947,700; and

WHEREAS, the \$852,930 award was distributed by two Project phases, Preliminary Engineer (“PE”) - \$92,250 and Construction (“CON”) - \$760,680; and

WHEREAS, on August 11, 2023, Caltrans issued an Authorization to Proceed to the City for the PE phase, formalized as the Program Supplement Agreement (“PSA”), establishing the date for eligible reimbursement and confirming the State Funds portion in the amount of (up to) \$92,250 and the Local Match required in the amount of (up to) \$10,250; and

WHEREAS, the Project generally consists of improving signal hardware with back-plates with retroreflective borders, installing an advanced stop bar before the crosswalk, and modifying signal phasing to implement a Leading Pedestrian Interval at up to 23 distinct locations throughout the City, as shown in Exhibit A; and

WHEREAS, the general location of the improvements is A) along Highland Av. from Division St. to 30th St., B) along Plaza Blvd. from L Ave. to 8th St, and C) along National City Blvd. from 4th St. to 24th St/Miles of Cars; and

WHEREAS, once the PE phase is complete, staff will return to the City Council for the appropriation of the Construction fund; and

WHEREAS, the local match requirement is available through prior City Council Transnet appropriations; and

WHEREAS, City staff recommends the City Council adopt this Resolution authorizing the Mayor to execute PSA No. A238 with Caltrans for the Project to allow for reimbursement of up to \$92,250 in eligible project expenditures through the HSIP.

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

Section 1: That the City Council hereby authorizes the Mayor to execute Program Supplement Agreement No. A238 with the State of California Department of Transportation for the Retroreflective Back-plates project, CIP No. 23-04, to allow for reimbursement of up to \$92,250 in eligible project expenditures through the Highway Safety Improvement Program.

Section 2: Authorizes the establishment of an Engineering Grants Fund appropriation of \$92,250 and corresponding revenue budget.

Section 3: Authorizes to commit to providing a local match of \$10,250.

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

PASSED and ADOPTED this 19th day of September, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Library and Community Services
Prepared by: Joyce Ryan, Library & Community Services Director
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

California Library Sustainability Grant Funds Acceptance

RECOMMENDATION:

Adopt Resolution Entitled, “Resolution of the City Council of the City of National City, California, Accepting the California Library’s Sustainable California Grant in the Amount of \$30,000 to Fund the National City Public Library’s Tool Lending Program for FY 2024 and Authorizing the Establishment of a Library Grants Fund Appropriation of \$30,000 and Corresponding Revenue Budget.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Approved by Board of Library Trustees at the regular meeting of September 6, 2023.

EXPLANATION:

The California Library Services and Technology Act (LSTA) funded Sustainable California Libraries grants to provide libraries with the opportunity to design programming and educational opportunities that focus on sustainability and climate resilience.

The National City Public Library will establish a tool lending program called “U-Tool-ize,” allowing free access to a diverse range of tools and equipment that promotes sustainable practices and environmental stewardship, personal empowerment, and community sharing.

Exclusively focused on gasoline-free equipment, “U-Tool-ize” is expected to help users reduce their carbon footprint, with the additional benefit of reducing the financial burden of purchasing or renting expensive equipment for infrequent projects – allowing its users to save money that can be allocated for other essential needs.

The California Library Services and Technology Act grant is awarded in two installment payments. The first payment of \$27,000 (90% of the Sustainable California Award) is being awarded at this time. The second payment of \$3,000, representing the remaining 10% of the total award for FY 2024, will be claimed at a later date upon submission of all project reporting requirements. The total award amount for FY 2024 will be \$30,000.

FINANCIAL STATEMENT:

Approval of the Resolution would authorize the establishment of a Library Grants Fund appropriation of \$30,000 and corresponding revenue budget. The grant award authorizes \$7,500 to offset the costs for existing staff to manage the program, and \$22,500 for materials and supplies.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Parks, Recreation and Library

ENVIRONMENTAL REVIEW:

This is a project under CEQA and requires full environmental review and the preparation of an environmental impact report. CCR 15362.

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - State Library Award Letter Agreement and Certificate of Compliance

Exhibit B - Resolution



August 8, 2023

Joyce Ryan,
Library & Community Services Director
National City Public Library
1401 National City Blvd
National City, CA 91950

Dear Joyce Ryan:

The California State Library is pleased to approve the grant application for the **U-tool-ize, NCPL Tool Library** project for a total of **\$30,000** in federal Library Services and Technology Act (LSTA) funds.

This letter contains general information regarding the LSTA award process as well as information specific to your project. Once you have reviewed this letter, please review the Award Agreement and Certification of Compliance included in your award packet and refer to the LSTA Grant Guide located on the California State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) webpage (<https://www.library.ca.gov/grants/manage/>) for more information.

LSTA Funds and Payments

Processing of grant payments may take from eight to ten weeks before delivery. If you have not received payment ten weeks after submitting your claim form to the State Library's Fiscal Department, please contact your Grant Monitor.

Please note: If your full grant amount is more than \$20,000, ten percent (10%) of the grant award is withheld until the end of the project period (unless otherwise noted in the Award Agreement and Certification of Compliance. This ten percent (10%) is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the award packet.

Reporting

Financial and program narrative reports are required throughout and following the project period. All required reporting materials are located on the State Library's [Manage Your Current Grant](https://www.library.ca.gov/grants/manage/) (<https://www.library.ca.gov/grants/manage/>) webpage. Reporting period and deadlines can be found in the Award Agreement and Certification of Compliance for this project. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the grant program, which may result in federal audit exceptions against the state and the loss of LSTA funds.

Project Support Team

Your project support team is available throughout the project period to assist you. There are two people assigned to your project. The first is your Grant Monitor who is available to assist you with compliance and reporting matters. The Grant Monitor assigned to your project is Michelle Killian and can be reached via email at michelle.killian@library.ca.gov. You are also assigned a Library Programs Consultant (LPC) for ongoing programmatic support. The Library Programs Consultant (LPC) assigned to your project is Julianna Robbins and can be reached via email at julianna.robbins@library.ca.gov.

Please stay in touch with your project support team throughout the award period. Read the enclosed award packet thoroughly and contact your project support team if you have any questions.

Best wishes for a successful project.

Respectfully yours,

DocuSigned by:

BDA50981C41C416...

Greg Lucas
California State Librarian

cc: Alexander Neu	aneu@nationalcityca.gov
Julianna Robbins:	julianna.robbins@library.ca.gov
Michelle Killian	michelle.killian@library.ca.gov
Nicole Olson	federalgrants.fiscal@library.ca.gov
Angie Shannon:	angie.shannon@library.ca.gov
Lynne Oliva:	lynne.oliva@library.ca.gov
Reed Strege:	reed.strege@library.ca.gov
Natalie Cole:	natalie.cole@library.ca.gov

THE BASICS – YOUR LSTA GRANT AWARD

Award #:	LS-S-23-10
File #:	SS-10
IMLS #:	LS-253616-OLS-23
Organization:	National City Public Library
Project Title:	U-tool-ize, NCPL Tool Library
Award Amount:	\$30000

2023/2024 LSTA APPROVED BUDGET

Salaries/Wages/Benefits	\$7500
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$22500
Equipment (\$5,000 or more per unit)	\$0
Services	\$0
Project Total	\$30000
Indirect Cost	\$0
Grant Total	\$30000 (LSTA Funds Only)
Payment Schedule	45%/45%/10%

Start Date:	8/1/2023
End Date:	8/31/2024

This project will be officially closed as of the end date listed above and no new expenditures may be generated, nor may any additional funded project activities occur. Unexpended or unencumbered funds must be returned within 30 days of the end date. However, if funds were encumbered prior to the end date, this project is allowed 45 days to liquidate those encumbrances. Any funds not liquidated are to be returned with the liquidation report within 60 days of the end date.



LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA)
**AWARD AGREEMENT AND
CERTIFICATION OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE CALIFORNIA STATE LIBRARY and National City Public Library for the U-tool-ize, NCPL Tool Library AWARD AGREEMENT NUMBER LS-S-23-10

This Award Agreement ("Agreement") is entered into on 8/1/2023 by and between the California State Library ("State Library") and National City Public Library, ("Subrecipient").

This Award Agreement pertains to National City Public Library's LSTA-funded U-tool-ize, NCPL Tool Library project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Subrecipient was selected by the State Library to receive LSTA award funds in the amount of \$30,000 through the process adopted by the State Library in administering such grants.

The State Library and the Subrecipient, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Award term begins on the date of execution of the Agreement by both parties, until 9/30/2024. If completion of the project occurs prior to the end of the award period, this will be the end date of the term of this agreement. Award eligible program expenditures may begin no earlier than the start date of the project period. The project period ends on 6/30/2024 and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Subrecipient agrees to perform all activities specifically identified in the Subrecipient's application and submitted to the State Library in response to the LSTA California Sustainable Libraries opportunity.
2. The following activities and deliverables to be performed by the Subrecipient include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with the Generally Accepted Accounting Principles (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Spending Funds

1. There are federal restrictions for how LSTA funding can and cannot be spent. Please be sure to review the [Restrictions on the Use of LSTA Grant Funds](#), also detailed in Exhibit B of this agreement, to ensure that LSTA funds are used appropriately. Unallowable costs may not be counted toward a project's match or in-kind contribution.

D. Narrative and Financial Reports

1. The Subrecipient shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Subrecipient under the Agreement, and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
N/A	Baseline Self-Assessment Due	October 3, 2023
August - September	1 st Quarter Financial Report Due	October 15, 2023
October - December	2 nd Quarter Financial Report Due and Mid Project Program Narrative Report Due	January 15, 2024
January - March	3 rd Quarter Financial Report Due	April 15, 2024
April – June 30	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	Upon completion of the project but no later than July 31, 2024
60 Days from Project End Date (if end date is extended see extension letter for new dates)	Liquidation Financial Report Due (Only required if encumbered funds have not been spent by project end date)	August 31, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Subrecipient of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Subrecipient agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Subrecipient payment as outlined in the payment schedule, and only for those activities and costs specified in the approved award application.
2. The Subrecipient shall complete, sign, and submit the Certification of Compliance form (Exhibit D) and the Financial Claim form (included in your award packet) to the California State Library within 14 days of receiving the award packet. These forms will be issued, signed and submitted using the online signature and agreement platform, DocuSign.
3. Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Subrecipient under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Subrecipient, the Subrecipient shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Subrecipient. It is the Subrecipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. For awards over \$20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and Grant Monitor approval of the final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Subrecipient in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Subrecipient may typically expect payment to be

issued within 45 days from the date a grant payment request is properly submitted and approved by the Fiscal Analyst.

8. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Subrecipient or to furnish any other considerations under this Agreement and the Subrecipient shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Subrecipient to reflect the reduced amount.
- c. This grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
- d. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 2023-2024 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
- e. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
- f. The California State Library has the option to amend the grant award to reflect any reduction of funds.
- g. Upon the grant award approval by the State Librarian, one (1) completed set of this Award Agreement will be sent to the Subrecipient. Such copy shall be the officially approved agreement for the conduct of the approved project.



EXHIBIT A: TERMS AND CONDITIONS

1. Accessibility: The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

2. Acknowledgment: The Institute of Museum and Library Services and the California State Library shall be acknowledged in all promotional materials and publications related to the LSTA-funded project.

- a. LSTA award recipients must ensure that the Library Services and Technology Act receive full credit as the funding program and that the Institute of Museum and Library Services (IMLS) likewise, is acknowledged as the federal source of funds.
- b. Publications and information releases about the project must credit the Library Services and Technology Act (LSTA). An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian."

As appropriate, this disclaimer should be added:

"The opinions expressed herein do not necessarily reflect the position or policy of the U.S. Institute of Museum and Library Services or the California State Library, and no official endorsement by the U.S. Institute of Museum and Library Services or the California State Library should be inferred."

- c. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.
 - d. For more examples from Institute of Museum and Library Services (IMLS) provided for recipients of national level grants, please see [IMLS Acknowledgement Requirements](#).
 - e. IMLS Logo: Use of the IMLS logo, which can be downloaded [on the IMLS Logos page](#), is required on any publications. Please refer to the [IMLS Brand Standards page](#) for further details and usage requirements. If the award project results in copyrightable material, the sub Subrecipient or any subcontractor of the sub Subrecipient is free to copyright the work. However, IMLS and the State Library reserve a royalty-free, exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for government purposes.
 - f. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or use the [IMLS Media Content Authorization and Release form](#).
3. Agency: In the performance of this Agreement the Subrecipient and its agents and employees shall act in an independent capacity and not as officers,

employees or agents of the California State Library. The Subrecipient is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Subrecipient shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Subrecipient may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Subrecipient, and their respective successors and assigns.
7. Audit and Records Access: The Subrecipient agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. To meet federal and state requirements, Subrecipients agrees to maintain grant records for five years following the California State Library's submission of the last expenditure report for the LSTA Five-Year Plan under which the award was issued, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

A records retention schedule is included in the LSTA Grant Guide available to LSTA awardees.

8. Authorized Representative: Subrecipient and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective Grant Monitor or representative of the California State Library or Subrecipient. For this purpose, the following contact information is provided below:

National City Public Library	California State Library
Joyce Ryan	Michelle Killian
1401 National City Blvd	900 N Street
National City, CA, 91950	Sacramento, CA 95814
619-470-5883	916-603-6706
jryan@nationalcityca.gov	michelle.killian@library.ca.gov

10. Confidentiality: Subrecipient will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential, or is protected by privilege. Subrecipient agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Subrecipient of their responsibilities and obligations hereunder. The Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Subrecipient. As a result, the State

shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Subrecipient owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Subrecipient is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Subrecipient's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Subrecipient is a non-profit entity, the Subrecipient's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Subrecipient will discuss the problem informally with the Grant Monitor. If unresolved, the Subrecipient shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Subrecipient for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Subrecipient may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Subrecipient shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Subrecipient certifies under penalty of perjury under the laws of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Subrecipient's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Subrecipient's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future state agreements if the California State Library determines that the Subrecipient has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Subrecipient.
19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such

termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Subrecipient's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline. Extensions of up to 30 days following the original project period end date may be granted. Extended project end dates may not exceed the end of the Federal fiscal year (September 30).
21. Failure to Perform: If the Grant Monitor determines the Subrecipient has not complied with this Agreement, or is not implementing the project as approved by the State Library, the Subrecipient may forfeit the right to reimbursement of any grant funds not already by the California State Library, including, but not limited to, the ten percent (10%) withhold.
22. Federal and State Taxes: The State Library shall not:
- a. Withhold Federal Insurance Contributions Act (FICA) payments from Subrecipient's payments or make FICA payments on the Subrecipient's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Subrecipient's behalf; or
 - c. Withhold Federal or State income taxes from Subrecipient's payments

Subrecipient shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

23. Force Majeure: Neither the California State Library nor the Subrecipient, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Subrecipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at their sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Subrecipient to forfeit the unexpended portion of the grant funds, including,

but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Subrecipient agrees that neither the Subrecipient nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
26. Generally Accepted Accounting Principles: The Subrecipient is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
27. Grant Monitor: The Grant Monitor may monitor Subrecipient performance to ensure Subrecipient expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements, unless such authority is expressly stated in the Procedures and Requirements.
28. Independent Action: Subrecipient reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Subrecipient's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Subrecipient shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
29. Indemnification: Subrecipient agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.
30. License to Use: The California State Library and the Institute of Museum and Library Services reserve a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works,

distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Subrecipient in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant or contract under this award; and
 - b. Any rights of copyright to which a Subrecipient or a contractor purchases ownership with award support.
31. Limitation of Expenditure: Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations. The total amount paid by the California State Library to the subrecipient under this agreement shall not exceed \$30,000 and shall be expended/encumbered in the designated award period.

During the award period, the subrecipient may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

32. Lobbying: Subrecipient confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
33. Non-Discrimination Clause: During this grant period, the Subrecipient and the Subrecipient's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Subrecipient, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Subrecipient shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require to ascertain compliance with this clause. Subrecipient, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Subrecipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

34. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
 - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
35. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Federal Restrictions on the Use of LSTA Funds, LSTA Award Requirements, Certificate of Compliance, and Project Summary of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Subrecipient's California State Library-

approved Application (Subrecipient's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Federal Restrictions on the Use of LSTA Funds
- (e) LSTA Award Requirements
- (f) Certificate of Compliance
- (g) Project Summary
- (h) Subrecipient's Application
- (i) All other attachments hereto, including any that are incorporated by reference.

36. Payment:

- a. The approved Budget, if applicable as detailed in the Award Letter, states the maximum amount of allowable costs for each of the tasks identified in the Activity Timeline included in the project application. California State Library shall provide funding to the Subrecipient for only the work and tasks specified in the Subrecipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Subrecipient shall carry out the work described in the Subrecipient's Application in accordance with the approved Budget, and shall obtain the Grant Monitor's written approval of any changes or modifications to the approved project as described in the Subrecipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Subrecipient fails to obtain such prior written approval, the State Librarian or designee, at their sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Subrecipient shall request funds in accordance with the funding schedule included in this agreement.
- d. For awards with total funding exceeding \$20,000, ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Subrecipient to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Subrecipient's eligible costs are limited to the amounts authorized in the [U.S. General Services Administration](#) (contact the Grant Monitor for more information).
 - f. Payment will be made only to the Subrecipient.
 - g. Allowable expenses shall not be incurred unless and until the Subrecipient receives official award notification as described in the Procedures and Requirements.
37. Personal Jurisdiction: The Subrecipient consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Subrecipient s expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
38. Personnel Costs: If there are eligible costs pursuant to Exhibit D, Eligible and Ineligible Costs, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
39. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Subrecipient, or any other person or entity in connection with the Project. It is mutually agreed that Subrecipient is responsible for furnishing funds beyond the award that may be necessary to complete outcomes or deliverables.
40. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
41. Prohibited Use: The expenditure under this program shall not be used to supplant Subrecipient efforts in other grant programs provided by the California State Library and shall not be used to supplant subrecipient effort.
42. Provisions: This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and

Congressional Record – House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, December 26, 2013. Congress enacted the Museum and Library Services Act of 2010 (Pub. L. 111-340, codified at 20 U.S.C. § 9101 *et seq.*), which also incorporates Library Services and Technology Act (LSTA).

- a. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

43. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et seq.* This includes the Interim and Final reports, and any other written communications between the parties. Subrecipient agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Subrecipient agrees to alert the State Library as to a basis for exemption, if any exists.
44. Publicity Obligations: Subrecipient will notify the State Library of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Subrecipient will acknowledge the LSTA support as noted above. Subrecipient agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Subrecipient, and may distribute such information to third parties.
45. Records: Communications, grant related documents, data, original receipts and invoices must be maintained by Subrecipient and shall be made available to the State Library upon request. Subrecipient agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Subrecipient's operation to ensure compliance with this Agreement, with reasonable advance notice.
46. Reduction of Waste: In the performance of this Agreement, Subrecipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to:

the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

47. Reimbursement Limitations: Under no circumstances shall the Subrecipient seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Subrecipient shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
48. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.
- a. The subrecipient shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The subrecipient shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the subrecipient shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
 - d. In-full payments are typically made for awards totaling \$20,000 or less.
 - e. Funding for awards totaling more than \$20,000 are issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
 - f. The final 10% of the grant award (if applicable) is payable only if the subrecipient fulfills all project reporting requirements and returns all unspent funds by the time specified in the Grant Guide. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award, which may result in federal audit exceptions against the State and the loss of LSTA funds.
 - g. Payment will be provided to cover the expenditures incurred by the subrecipient for the project in the following manner:

- \$13,500 upon execution of the agreement and submission of claim by fiscal agent
- If applicable, second payment will be made upon approval of first quarter financial report and receipt of claim form in the amount of \$13,500
- If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$3,000

49. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Subrecipient or any employee or agent of the Subrecipient. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all award monies are to be expended.

50. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

51. Site Visits: The Subrecipient shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

52. Subrecipient: The Subrecipient is the government or other legal entity to which a subaward is awarded and which is accountable to the grantee for the use of the funds provided.

- a. The subrecipient will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subrecipient will keep such records and afford such access as the California State Librarian or Library may find necessary to assure the correctness and verification of such reports.

- b. The control of funds and title to property derived there from shall be in a subrecipient agency for the uses and purposes provided; a subrecipient agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.

53. Subrecipient Accountability: The Subrecipient is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Subrecipient has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Subrecipient is responsible for repayment of the funds to the California State Library.
54. Subrecipient Funds: It is mutually agreed that the Subrecipient is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
55. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine, and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.
56. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
57. Unused Funds: At the end-of-term Subrecipient agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the award period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistently with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

58. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Subrecipient, shall constitute a waiver of any of California State Library's rights or of any of Subrecipient's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
59. Work Products: Subrecipient shall provide California State Library with copies of all final products identified in the Work Plan and Application. Subrecipient shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
60. Workers' Compensation: The State of California will not provide Workers' Compensation insurance for Subrecipient or Subrecipient's employees or contract personnel. If Subrecipient hires employees to perform services required by this Agreement, Subrecipient shall provide Workers' Compensation insurance for them. The Subrecipient is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Subrecipient agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: FEDERAL RESTRICTIONS ON THE USE OF LSTA FUNDS

The [Code of Federal Regulations \(CFR\)](#) specifies what expenditures and activities LSTA funding can and cannot support. LSTA awardees are cautioned that they must abide by all regulations when implementing their projects and in using grant funds. Applicants and awardees should contact the State Library at LSTAgrants@library.ca.gov in cases of ambiguity or uncertainty, or with any questions about identifying allowable cost items under Federal procedures.

Unallowable Costs and Restrictions

The following list includes common unallowable costs and restrictions on the use of federal funds. This summary is provided for convenience. It is not exhaustive, and applicants and awardees should not rely solely on the information provided here when developing project budgets, implementing projects, and using grant funds.

Advertising and public relations

Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of scrap or surplus materials, and other specific purposes necessary to meet the requirements of the Federal award. Public relations costs are allowable when incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award. Costs of advertising and public relations at conventions, meetings or other events, including displays, demonstrations, exhibits, meeting rooms, hospitality suites, and special facilities used in conjunction with shows and special events; and salaries of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings are unallowable. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable. See electronic code of federal regulations: [Advertising and Public Relations](#)

Advisory councils

Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444 General costs of government, applicable to states, local governments and Indian tribes. See electronic code of federal regulations: [Advisory Councils](#)

Advocacy, lobbying, and associated costs

The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans, is unallowable. Costs of membership in organizations substantially engaged in lobbying are unallowable. See electronic code of federal regulations: [Lobbying](#)

Alcoholic beverages

Costs of alcoholic beverages are unallowable. Code of Federal Regulations: [Alcoholic Beverages](#)

Backfill and salaries or benefits for individuals not directly contributing to the grant-funded project

Costs not integral or directly contributing to the project are not allowable as [direct costs](#). See electronic code of federal regulations: [Direct Costs](#)

Bad debts or other financial costs

Bad debts (debts which have been determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable. Code of Federal Regulations: [Bad Debts](#).

Building, construction, renovation, and permanent installation and/or affixation costs

Building, construction, or renovation costs are unallowable. Permanent installations and affixations are unallowable. See electronic code of federal regulations: [Equipment and Other Capital Expenditures](#), [Rearrangement and Reconversion Costs](#), and [Maintenance and Repair Costs](#)

Collection development purchases not integral to the project and not aligned with programming

Collection development purchases not integral to the project and not aligned with programming are unallowable.

Contributions, donations, honorariums, stipends

Contributions, donations, honorariums, stipends are not allowable. *Wages, salaries, reimbursements, payment for work done, and fees charged by speakers are allowable.*

Costs that are NOT integral to the project, reasonable, and/or necessary

For costs to be considered allowable, they must be integral to the project, reasonable and necessary.

Devices capable of connecting to the internet

Devices capable of connecting to the internet are unallowable for awardees that are not [Children's Internet Protection Act \(CIPA\)](#) compliant.

Entertainment and performances

Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable. See electronic code of federal regulations: [Entertainment](#)

[Equipment](#) not approved by IMLS

All proposed equipment purchases (single item or unit valued at \$5,000 or more) must receive IMLS approval in order to be considered allowable.

Fines and penalties

Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. See electronic code of federal regulations: [Fines and Penalties](#)

Food and refreshments

Food and refreshments are unallowable unless an approved project activity requires a working meal. Applicants should consult the State Library with questions.

Fundraising

Costs of organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or to obtain contributions, are unallowable. See electronic code of federal regulations: [Fundraising and Investment Management Costs](#)

General government expenses

The general costs of government, including services normally provided to the general public, such as fire and police, are unallowable. See electronic code of federal regulations: [General Government Expenses](#)

Gifts, honorarium, stipends, awards, or other incentives

Contributions and donations, including cash, property, and services, that use grant funds and are made by grant recipients to others, regardless of the recipient, are unallowable. See electronic code of federal regulations: [Contributions and Donations](#)

Income from project

Project income, e.g., fees charged for the use of library space in the context of a grant project, or to recover out of pocket project-related costs, or to create products such as

manuals, or for other expenditures directly related to and used for the purposes of the grant and accrued under the conditions of the grant award, are allowable. See electronic code of federal regulations: [Program Income](#) for further information. Awardees must contact their project support team if they anticipate their project generating income.

Losses on other grants (e.g. using one grant to cover excess costs incurred for another grant-funded project)

Any excess of costs over income under any other award or contract of any nature is unallowable. This includes, but is not limited to, the non-Federal entity's contributed portion by reason of cost-sharing agreements or any under-recoveries through negotiation of flat amounts for indirect (F&A) costs. Also, any excess of costs over authorized funding levels transferred from any award or contract to another award or contract is unallowable. All losses are not allowable indirect (F&A) costs and are required to be included in the appropriate indirect cost rate base for allocation of indirect costs. See electronic code of federal regulations: [Losses on Other Awards or Contracts](#)

Memberships, subscriptions, and professional activities

Costs of the grant recipient's memberships in business, technical, and professional organizations are allowable. (NOTE: The State Library's policy is that use of LSTA funds for personal memberships in organizations is not permitted.) Subscriptions to business, professional, and technical periodicals are allowable. See electronic code of federal regulations: [Memberships, Subscriptions, and Professional Activities](#)

Out-of-state travel

The State Library's policy on out-of-state travel is that it is generally not allowed. If a proposed project will include out-of-state travel (e.g., attendance at an out-of-state conference), applicants should consult the State Library before submitting their application in order to determine whether State Library approval is possible.

Per diems

Travel rates, accommodations, and meals are to be reimbursed at actual cost value, not to exceed the organizations approved cost rate or the federal rate at time of travel. Per diem flat rates are not allowable. For example, if the awardee organization has a per diem dinner reimbursement rate of \$23 and the traveler spent \$19 on dinner, the awardee may utilize \$19 in LSTA funding toward the meal cost, not \$23.

Premiums, prizes, incentives, souvenirs, and giveaway items

Promotional items and memorabilia, including models, and souvenirs are unallowable. Giveaway items including, but not limited to, prizes, treats, hygiene kits, and books are unallowable. [See Advertising and Public Relations](#)



EXHIBIT C: LSTA AWARD REQUIREMENTS

A. CIPA Compliance

The Institute of Museum and Library Services establishes guidelines to ensure that the California State Library's implementation of the Children's Internet Protection Act (CIPA) complies with the 2003 decision of the US Supreme Court. The California State Library is required by 20 U.S.C. Section 9134(b)(7) to provide assurance that we will comply with 20 U.S.C. Section 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries.

Under CIPA, California State Library must assure the Federal Government that no funds will be made available for public libraries and public elementary and secondary school libraries to purchase computers to access the Internet or pay for the direct costs of accessing the Internet unless the libraries have certified that they have Internet safety policies and technology protection measures, e.g., software filtering technology, in place. California State Library must collect certifications from libraries subject to CIPA that apply to the States for Library Services and Technology Act (LSTA) funding. Public libraries and public elementary and secondary school libraries must be in compliance with CIPA to obtain IMLS State Program funding which will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

The director or the authorized representative of the Subrecipient organization receiving LSTA funding must certify that the library is one of the following:

An individual applicant that is CIPA compliant.

The applicant library, as a public library, a public elementary school library or a public secondary school library, has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified they are CIPA compliant.

All public libraries, public elementary school libraries, and public secondary school libraries, participating in the application have complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. The library submitting this

application has collected Internet Safety Certifications from all other applicants who are subject to CIPA requirements. The library will keep these certifications on file with other application materials, and if awarded funds, with other project records.

Not Subject to CIPA Requirements.

CIPA requirements do not apply because no LSTA funds made available under this grant program will be used to purchase computers that can access the Internet or to pay for direct costs associated with accessing the Internet.

For more information on CIPA, please visit the [Children's Internet Protection Act \(CIPA\) webpage](#) on the Federal Communications Commission's (FCC) website.

B. Contracting Guidance

OMB's [Code of Federal Regulations](#) outlines important regulations surrounding contracts that, as a recipient of LSTA funds, the State Library and its subrecipients must follow.

C. Language Access Services

To remain compliant with [Title VI of the Civil Rights Act of 1964](#), all LSTA funding recipients must take reasonable steps to make LSTA-funded awards accessible to people with limited English proficiency.

These procedures apply to all of California State Library's federally funded programs and activities and extends to all programs and activities conducted by the State Library's federally funded sub-recipients.



EXHIBIT D: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Subrecipient for this Award Agreement and project, and is authorized to receive and expend funds in order to administer this award program.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Subrecipient, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other subrecipients participating in the program have agreed to the terms of the application/grant award, and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.

The authorized representative, on behalf of the Subrecipient, certifies that the Subrecipient will comply with all applicable requirements of all State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.

a. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the Uniform Guidance for Grants outlined in the [Code of Federal Regulations](#) established by the [United State Office of Management and Budget](#)

b. The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the rules, regulations and guidance provided by the following:

[IMLS LSTA Administration Guidance](#)

[California Code of Regulations](#) established by the [California Office of Administrative Law](#)

The organization receiving this LSTA award, as listed in the certification section below, and all project staff agree, to comply with all state and federal laws, regulations, and policies governing this program, to include the requirements contained in LSTA Award Requirements section of this document.

The authorized representative, on behalf of the Subrecipient, hereby certifies to the California State Library, for an award of funds in the amount \$30,000. This award will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

2. **STATEMENT OF COMPLIANCE:** Subrecipient has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
3. **DRUG-FREE WORKPLACE REQUIREMENTS:** Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - b. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - c. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - d. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subrecipient may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Subrecipient has made

false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

4. **CONFLICT OF INTEREST:** Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification

Current State Employees (Pub. Contract Code § 10410):

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on their own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

a). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

If Subrecipient violates any provisions of above paragraphs, such action by Subrecipient shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

5. **LABOR CODE/WORKERS' COMPENSATION:** Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

6. **AMERICANS WITH DISABILITIES ACT:** Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)
7. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Subrecipients.
9. **NONDISCRIMINATION:**

The authorized representative certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685-86), which prohibits discrimination on the basis of sex in education programs;
 - d. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
 - e. The requirements of any other nondiscrimination statute(s) which may apply.
10. **DEBARMENT AND SUSPENSION:**

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- a. Are presently excluded or disqualified;

- b. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the subrecipient or its fiscal agent.
- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- d. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

11. TRAFFICKING IN PERSONS:

The authorized representative certifies to the best of their knowledge and belief that neither the Subrecipient nor its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

12. **FEDERAL DEBT STATUS:** Representative certifies to the best of their knowledge and belief that the Subrecipient is not delinquent in the repayment of any Federal debt.

13. CERTIFICATION REGARDING LOBBYING ACTIVITIES (APPLIES TO APPLICANTS REQUESTING FUNDS IN EXCESS OF \$100,000) (31 U.S.C. § 1352):

- a. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or employee of the Legislature, or

an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

- c. No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:
- draft legislation or resolutions
 - travel to meetings of governmental bodies urge passage of legislation or resolutions
 - survey voters regarding passage and drafting of legislation or resolutions
 - pay governmental fees (use fees, ballot filing fees, permits, etc.)

14. DRUG-FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

15. **LSTA AWARD REQUIREMENTS:** I have read, understand and agree to comply with the LSTA Award Requirements as outlined in this award packet.

16. **CIPA CERTIFICATION:** The organization receiving this LSTA award, as listed in the certification section below is **(please select one):**

- An individual applicant that is CIPA compliant
- Representing a group of applicants. Those applicants that are subject to CIPA requirements have certified that they are CIPA compliant
- Not subject to CIPA requirements

17. **LANGUAGE ACCESS SERVICES:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with the language access services requirement as prescribed by Title VI of the Civil Rights Act of 1964.
18. **ACCESSIBILITY:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, will ensure all LSTA-funded project materials will meet California accessibility standards.

The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Subrecipient shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

Common, applicable award materials include, but are not limited to:

- Project toolkits
- Digital resources
- Publications
- Survey templates
- Project marketing materials

19. **ACKNOWLEDGEMENT:** The organization receiving this LSTA award, as listed in the certification section below, and all program staff, agree to comply with IMLS and California State Library acknowledgement requirements.
20. **ADDITIONAL CERTIFICATIONS:** The authorized representative also certifies that the Subrecipient or its Fiscal Agent will comply with the following:

- all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- insuring the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- assisting the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.



Certification

ORGANIZATION	
Name:	Address <i>(official and complete):</i>
PROJECT COORDINATOR	
Name:	
Email:	Phone:
SUBRECIPIENT AUTHORIZED REPRESENTATIVE	
Name: Joyce Ryan	Title: Library & Community Services Director
Email: jryan@nationalcityca.gov	Phone:
Signature:	Date:



Authorized Representative Signature

In Witness Whereof, This Grant Agreement has been executed by the parties hereto.

ORGANIZATION	
Name:	Address:
Authorized Representative	
Signature:	Date:
Printed Name of Person Signing: Joyce Ryan	Title: Library & Community Services Director
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N St. Sacramento, CA 95814
Signature: 	Date: 8/10/2023
Printed Name of Person Signing: Greg Lucas	Title: State Librarian



LSTA Program
FINANCIAL CLAIM
First PAYMENT

Grant Award #:LS-S-23-10

Date:

Invoice #:LA-S-23-10-01

PO #:

Payee Name: National City Public Library
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: 13,500.00 (Payable Upon Execution of Agreement) Type of Payment: PROGRESS

Grantee Name: National City Public Library (Name on Award Letter and Agreement) FINAL

Project Title: U-tool-ize, NCPL Tool Library IN FULL AUGMENT

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this 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.

By

(Signature of the Authorized Representative)

Joyce Ryan

(Print Name)

Library & Community Services Director

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at federalgrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2023
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-211-0890, Chapter 12, Statutes of 2023
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

Date

(State Library Representative)

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX**TELEPHONE** (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING THE CALIFORNIA LIBRARY'S SUSTAINABLE CALIFORNIA GRANT IN THE AMOUNT OF \$30,000 TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S TOOL LENDING PROGRAM FOR FY 2024 AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF \$30,000 AND CORRESPONDING REVENUE BUDGET.

WHEREAS, the California Library Services and Technology Act ("LSTA") funded Sustainable California Libraries themed grants, which focus on providing libraries with the opportunity to design programming and educational opportunities that focus on sustainability and climate resilience; and

WHEREAS, the National City Public Library will establish a tool lending program called "U-Tool-ize," allowing free access to a diverse range of tools and equipment that promotes sustainable practices and environmental stewardship, personal empowerment, and community sharing; and

WHEREAS, the LSTA grant is awarded in two installment payments. The first payment of \$27,000 (90% of the grant award) is being awarded at this time. The second payment of \$3,000, representing the remaining 10% of the total award for FY 2024, will be claimed at a later date upon submission of all project-reporting requirements. The total award amount for FY 2024 will be \$30,000.

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

Section 1: That the City Council hereby authorizes the acceptance of grant funds from California Library Services and Technology Act in the amount of \$30,000 to fund the National City Public Library's tool lending program for FY 2024 and authorizes the establishment of Library Grant Fund appropriations in the amount of \$30,000 and a corresponding revenue budget.

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

PASSED and ADOPTED this 19th day of September, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Installation of a Blue Curb Disabled Persons Parking Space with Signage in front of the Residence at 135 E 6th Street.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 135 E 6th Street."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved the staff's recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence at 135 E 6th Street.

EXPLANATION:

Mrs. Vanessa Hurtado, resident of 135 E 6th Street, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Hurtado stated that since it is difficult for her to find parking in front of her residence she has to park her vehicle 2-3 blocks away. Mrs. Hurtado stated that a disabled persons parking space in front of her residence would provide easier access to her house.

Staff visited the site and observed that Mrs. Hurtado's residence does not have a garage or a driveway. Since there is no garage or driveway, the resident does not have accessible parking available on the property.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking spaces. The City's Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

This item was presented to the Traffic Safety Committee on August 16, 2023. Staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions. Mrs. Hurtado's mother was in attendance to speak in support of the blue curb disabled persons parking space.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the Special Hardship Cases section of National City Municipal Code chapter 11.32.225, disabled persons parking zone, are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

In addition, staff is developing a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

If approved by City Council, all work will be performed by City Public Works

FINANCIAL STATEMENT:

The cost to install the disabled persons parking space is approximately \$300. It is the City's policy to assume the cost of providing disabled persons parking on public streets and in public off-street parking facilities. Funding is available within the Department of Engineering and Public Works budget to provide this service.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Location Map showing existing blue curb parking spaces in the area

Exhibit C – Staff Report to the Traffic Safety Committee on August 16, 2023 (TSC No. 2023-11)

Exhibit D – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-11)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-11)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR AUGUST 16, 2023**

ITEM NO. 2023-11

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 135 E. 6TH STREET**

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil
Engineering & Public Works Department

DISCUSSION:

Mrs. Vanessa Hurtado, resident of 135 E. 6th Street, has requested a blue curb disabled persons parking space in front of her residence. The resident possess a valid disabled persons placard from the California Department of Motor Vehicles. Mrs. Hurtado stated that since it is difficult for her to find parking in front of her residence she has to park her vehicle 2-3 blocks away. Mrs. Hurtado stated that a disabled persons parking space in front of her residence would provide easier access to her house.

Staff visited the site and observed that Mrs. Hurtado’s residence does not have a garage or a driveway. Since there is no garage or driveway, the resident does not have accessible parking available on the property.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking spaces. The City’s Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for “disabled persons” or “disabled veterans”. *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant’s (or guardian’s) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City's Disabled persons parking zone requirements for Special Hardship Cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 135 E. 6th Street.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. City Council Disabled Persons Parking Policy

2023-10

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: VANESSA HURTADO

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

ADDRESS: 135 E 6TH STREET, NATIONAL CITY, CA, 91950

EMAIL: _____

PHONE NUMBER: _____

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? YES NO
If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

2) Does your residence have a garage? YES NO
If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') YES NO

3) Does your residence have a driveway? YES NO
If YES, a) Is the driveway large enough to park a vehicle? YES NO
(minimum of 20' x 12')
b) Is the driveway level? YES NO
c) Is the driveway sloped/inclined? YES NO

4) Please write any additional comments here (optional).
STRUGGLE WITH PARKING IN THE AFTERNOON
AFTER 5pm Really need disable parking
Please have to park 2-3 block away

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-11)



Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-11)





Photo of residence at 135 E. 6th Street (Looking North)



Location of proposed blue curb disabled persons parking space in front of 135 E. 6th Street (Looking North)

-
4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage.
 5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.B. When the Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted.
- (Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

- A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.
- B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.
- C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.
- D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225 Disabled persons parking zone—Authority—Designation.

- A. The City Engineer is authorized to designate specially marked and posted on-street parking spaces for disabled persons pursuant to CVC 21101, et seq. at the following facilities:
 1. Government Buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
 2. Hospitals and convalescent homes with more than 75-bed capacity.
 3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
 4. Community service facilities such as senior citizens service centers, etc.

-
5. Accredited vocational training and educational facilities where no off- street parking is provided for disabled persons.
 6. Employment offices for major enterprises employing more than 200 persons.
 7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
 8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
 9. Other places of assembly such as schools and churches.
 10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
 11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.
 12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.
- B. General requirements.
1. Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).
 2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.
 3. Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.
 4. The cost of installing disabled persons parking, not initiated by public request, will be assumed by the City on public streets and public off-street parking facilities.
 5. In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on- street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.
 6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.
- C. Special Hardship Cases.
1. It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:
 - a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
 - b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.
 - c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 135 E 6TH STREET

WHEREAS, Mrs. Vanessa Hurtado, resident of 135 E 6th Street, has requested a blue curb disabled persons parking space in front of her residence; and

WHEREAS, the resident possesses a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, Mrs. Hurtado stated that since it is difficult for her to find parking in front of her residence, she has to park her vehicle 2-3 blocks away; and

WHEREAS, staff visited the site and observed that Mrs. Hurtado's residence does not have a garage or a driveway; and

WHEREAS, since there is no garage or driveway, the resident does not have accessible parking available on the property; and

WHEREAS, this item was presented to the Traffic Safety Committee on August 16, 2023; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mrs. Hurtado's mother was in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and, after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage in front of the residence at 135 E 6th Street, since all three conditions of the Special Hardship Cases section of National City Municipal Code chapter 11.32.225(C), Disabled persons parking zone, are met.

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

Section 1: That the City Council hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 135 E 6th Street.

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

PASSED and ADOPTED this 19th day of September, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 507 F Avenue.

RECOMMENDATION:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 507 F Avenue.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Traffic Safety Committee unanimously approved the staff’s recommendation for the installation of a blue curb disabled persons parking space with signage in front of the residence at 507 F Avenue.

EXPLANATION:

Mr. Wayne Bormann, resident of 507 F Avenue, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Bormann stated that since it is difficult for him to find parking in front of his residence he has to park his vehicle elsewhere. Mr. Bormann stated that a disabled persons parking space in front of his residence would provide easier access to his house.

Staff visited the site and observed that Mr. Bormann’s residence does not have a garage or a driveway. Since there is no garage or driveway, the resident does not have accessible parking available on the property.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking spaces. The City’s Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for “disabled persons” or “disabled veterans”. *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant’s (or guardian’s) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

This item was presented to the Traffic Safety Committee on August 16, 2023. Staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions. Mr. Wayne Bormann and his wife were in attendance to speak in support of the blue curb disabled persons parking space.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the Special Hardship Cases section of National City Municipal Code chapter 11.32.225, disabled persons parking zone, are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

In addition, staff is developing a process to review the citywide disabled parking inventory on an annual basis to ensure that disabled parking spaces that are no longer necessary are removed.

If approved by City Council, all work will be performed by City Public Works.

FINANCIAL STATEMENT:

The cost to install the disabled persons parking space is approximately \$300. It is the City's policy to assume the cost of providing disabled persons parking on public streets and in public off-street parking facilities. Funding is available within the Department of Engineering and Public Works budget to provide this service.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Location Map showing existing blue curb parking spaces in the area

Exhibit C – Staff Report to the Traffic Safety Committee on August 16, 2023 (TSC No. 2023-10)

Exhibit D – Resolution

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-10)

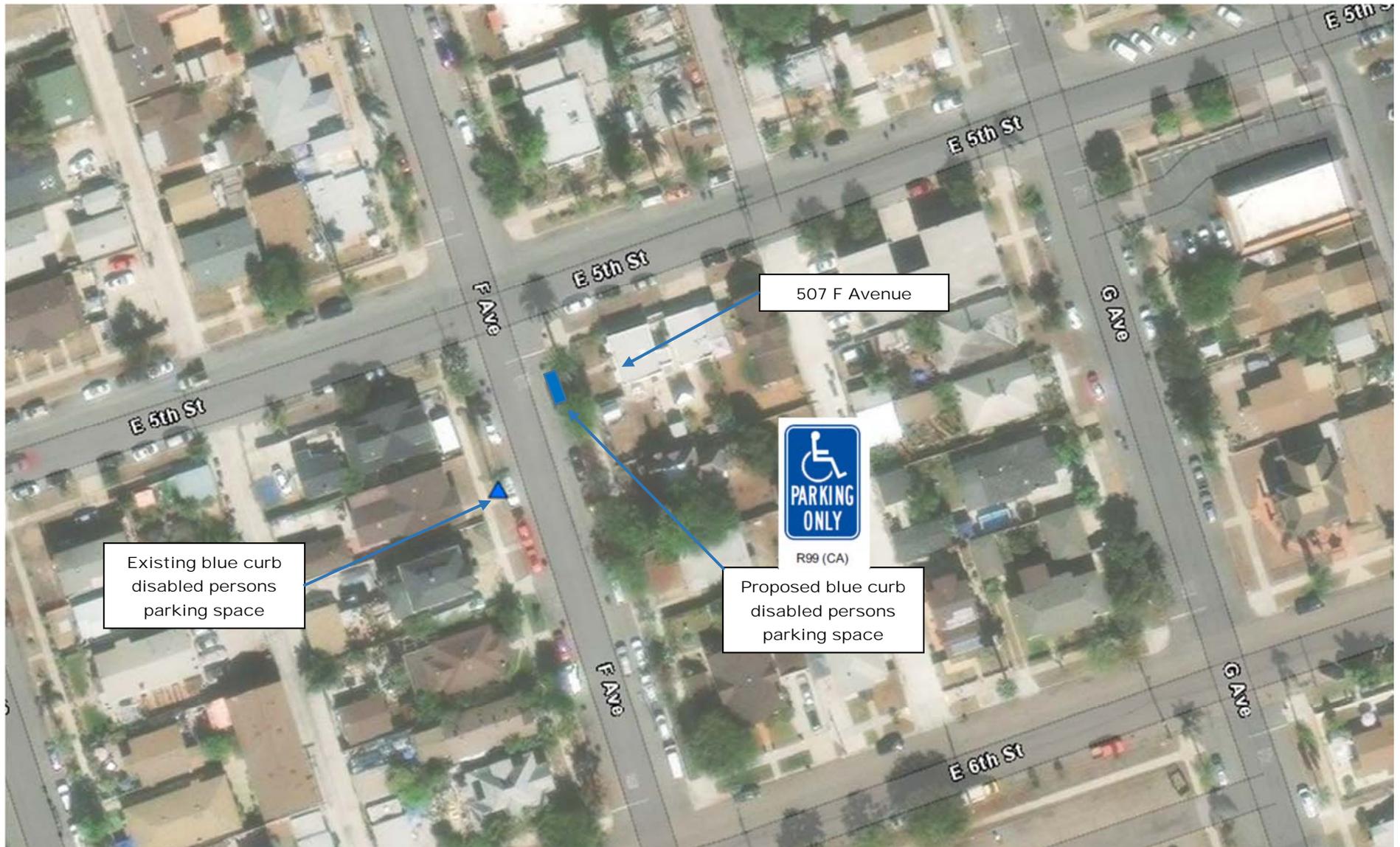


Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-10)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR AUGUST 16, 2023**

ITEM NO. 2023-10

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 507 F AVENUE

PREPARED BY: Ricardo Rodriguez, Assistant Engineer – Civil Engineering & Public Works Department

DISCUSSION:

Mr. Wayne Bormann, resident of 507 F Avenue, has requested a blue curb disabled persons parking space in front of his residence. The resident possess a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Bormann stated that since it is difficult for him to find parking in front of his residence he has to park his vehicle elsewhere. Mr. Bormann stated that a disabled persons parking space in front of his residence would provide easier access to his house.

Staff visited the site and observed that Mr. Bormann’s residence does not have a garage or a driveway. Since there is no garage or driveway, the resident does not have accessible parking available on the property.

The City of National City has amended chapter 11.32.225 of the National City Municipal Code which is used to evaluate requests for disabled persons parking spaces. The City’s Disabled persons parking zone requirements for Special Hardship Cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for “disabled persons” or “disabled veterans”. *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant’s (or guardian’s) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute “personal reserved parking” and that any person with valid “disabled persons” license plates or placards may park in handicap spaces.

Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

STAFF RECOMMENDATION:

Since all three conditions of the City's Disabled persons parking zone requirements for Special Hardship Cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 507 F Avenue.

EXHIBITS:

1. Public Request Form
2. Location Map
3. Location Map showing existing blue curb parking spaces in the area
4. Photos
5. City Council Disabled Persons Parking Policy

2023-10



Request for Blue Curb Disabled Persons Parking Space

Name of Applicant: WAYNE BORMANN

Name of Disabled Person (if different from above):

Address: 507 F. AVE NATIONAL CITY CA 91950

Email: Phone Number: 1

Please answer the following questions, which will assist Engineering Department Staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1. Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?
[X] YES [] NO

If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.

2. Does your residence have a garage?
[] YES [X] NO

If answered YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?
[] YES [] NO

3. Does your residence have a driveway?
[] YES [X] NO

If answered YES, please refer to the following questions:

- a. Is the driveway large enough to park a vehicle (minimum of 20' x 12')? [] YES [] NO
b. Is the driveway level? [] YES [] NO
c. Is the driveway sloped/inclined? [] YES [] NO

Additional comments

PLEASE INSTALL HANDICAP PARKING IN FRONT OF MY HOME. I APPRECIATE YOUR HELP.

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



CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2025

*** D I S A B L E D P E R S O N P L A C A R D ***

PLACARD NUMBER: PIC: 1 TV: 91 DATE ISSUED: 07/31/23
MO/YR: EG
BORMANN WAYNE DT FEES RECVD: 07/31/23
507 F AVE

NATIONAL CITY
CA 91950
CO: 37



AMT DUE : NONE
AMT RECVD - CASH :
- CHCK :
- CRDT :

E10 669 E9 0000000 0002 CS E10 073123 N1 375264A

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

PLACARD#: PLACARD HOLDER: BORMANN WAYNE
EXPIRES: 06/30/2025 507 F AVE
DOB:
ISSUED: 07/31/23
TYPE: N1 NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 461VC) AND CAN RESULT IN CANCELLATION OR REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES, AND/OR FINES.

Exhibit A: Location Map with Recommended Enhancements (TSC Item: 2023-10)

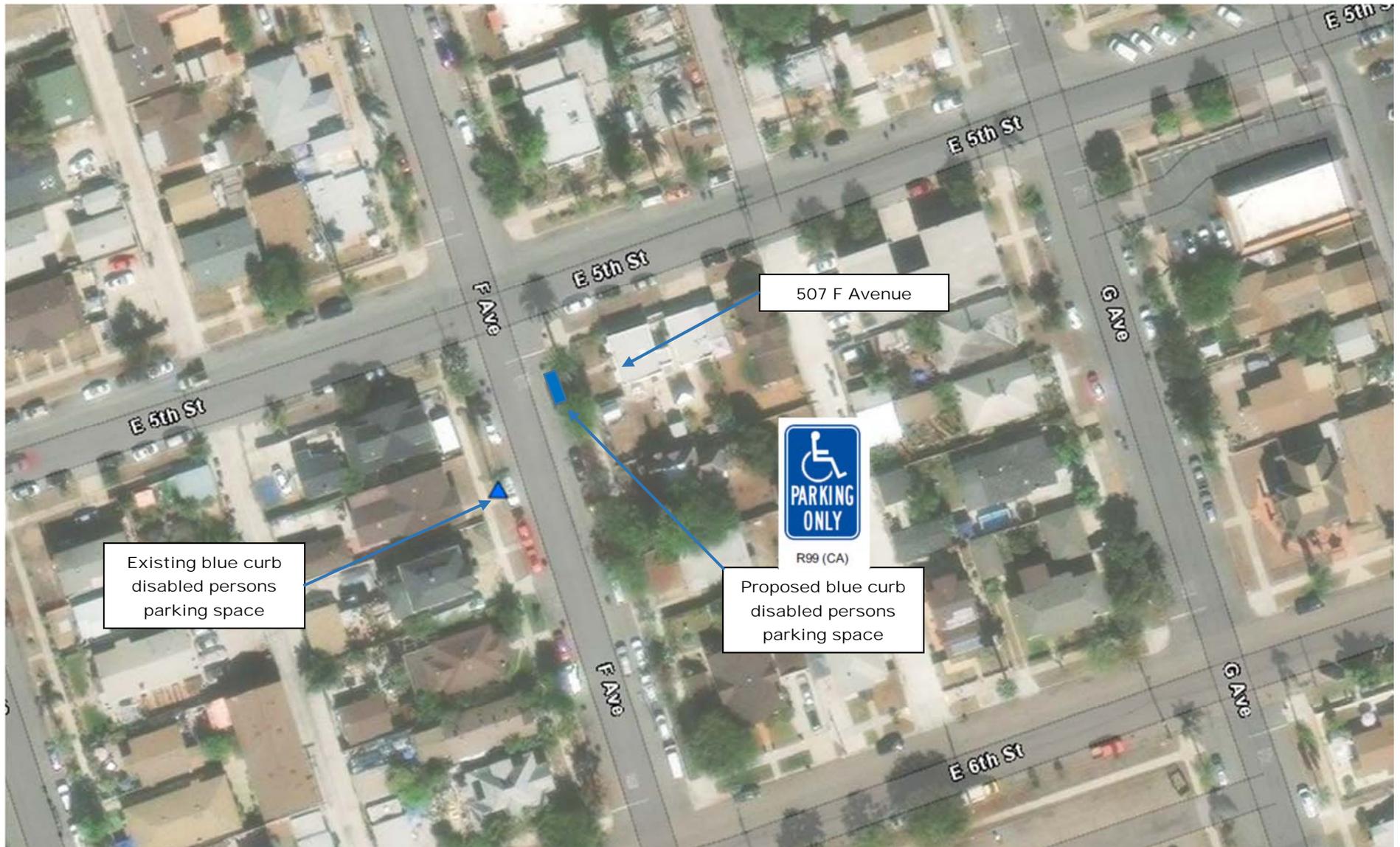
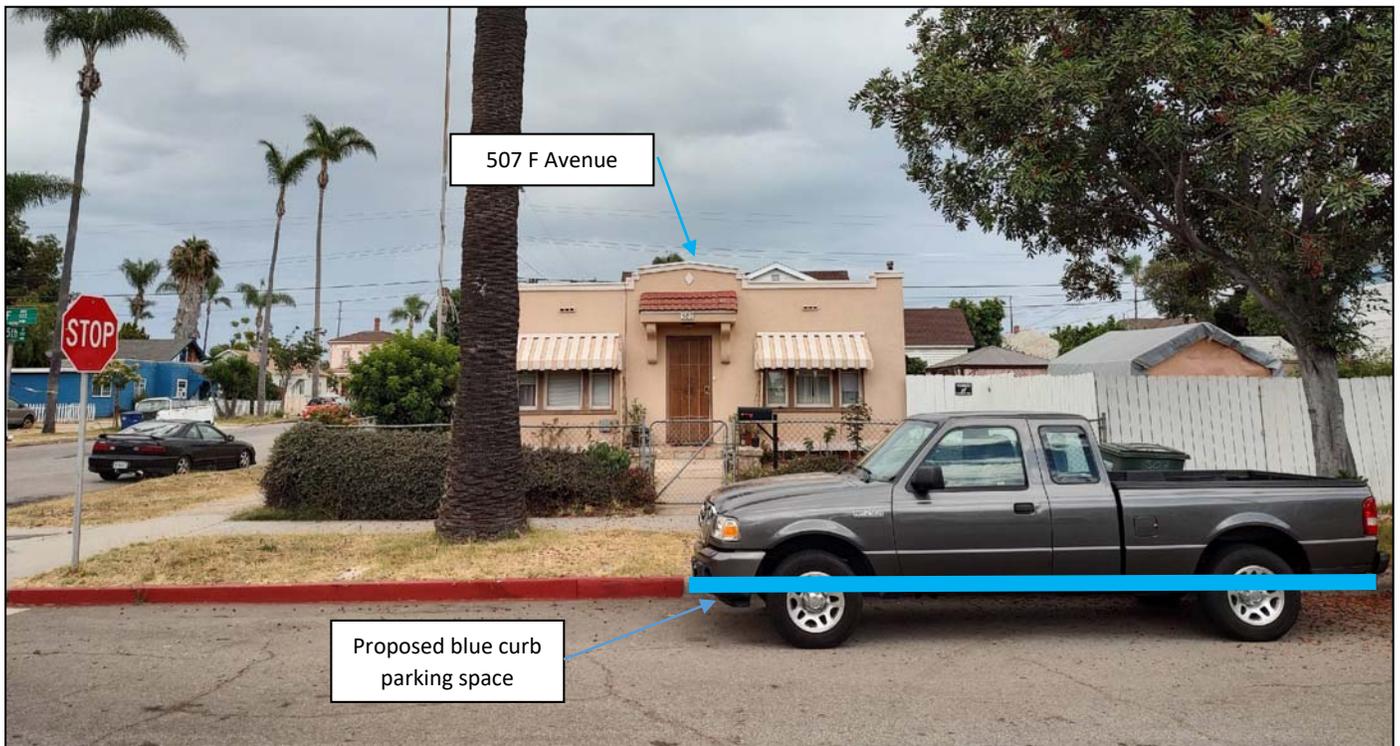


Exhibit B: Location Map Showing Existing Blue Curb Parking Space (TSC Item: 2023-10)





Photo of residence at 507 F Avenue (Looking East)



Location of proposed blue curb disabled persons parking space in front of 507 F Avenue (Looking East)

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4. Green means no stopping, standing or parking for longer than fifteen or thirty minutes, as marked or signed, at any time between seven a.m. and six p.m. of any day except Sundays and holidays, unless otherwise indicated on postage signage.
 5. Blue means parking reserved exclusively for disabled persons. Vehicles must display either a distinguishing license plate or placard issued pursuant to CVC Section 22511.5.B. When the Director of Public Works, as authorized under this title, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section, and it is unlawful for any person not duly authorized, to paint or cause said curbs to be painted.
- (Ord. 827 § 71, 1951)

11.32.200 Loading permitted—Effect.

- A. Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials applies only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty minutes.
- B. The loading or unloading of materials applies only to commercial deliveries, and the delivery or pickup of express and parcel post packages and United States mail.
- C. Permission herein granted to stop or park for purposes of loading or unloading passengers includes the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor, and in no event for more than three minutes.
- D. Within the total time limits above specified the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

(Ord. 827 § 72, 1951)

11.32.210 Loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 11.32.200.

(Ord. 827 § 73, 1951)

11.32.220 Passenger loading zone—Restrictions.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 11.32.200.

(Ord. 827 § 74, 1951)

11.32.225 Disabled persons parking zone—Authority—Designation.

- A. The City Engineer is authorized to designate specially marked and posted on-street parking spaces for disabled persons pursuant to CVC 21101, et seq. at the following facilities:
 1. Government Buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
 2. Hospitals and convalescent homes with more than 75-bed capacity.
 3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
 4. Community service facilities such as senior citizens service centers, etc.

-
5. Accredited vocational training and educational facilities where no off- street parking is provided for disabled persons.
 6. Employment offices for major enterprises employing more than 200 persons.
 7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
 8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
 9. Other places of assembly such as schools and churches.
 10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
 11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.
 12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.
- B. General requirements.
1. Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).
 2. Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 4% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.
 3. Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.
 4. The cost of installing disabled persons parking, not initiated by public request, will be assumed by the City on public streets and public off-street parking facilities.
 5. In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on- street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.
 6. Applicant pays a one-time fee as determined by the City Engineer for recoverable costs related to installation and maintenance.
- C. Special Hardship Cases.
1. It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:
 - a. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
 - b. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.
 - c. Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 507 F AVENUE

WHEREAS, Mr. Wayne Bormann, resident of 507 F Avenue, has requested a blue curb disabled persons parking space in front of his residence; and

WHEREAS, the resident possesses a valid disabled persons placard from the California Department of Motor Vehicles; and

WHEREAS, Mr. Bormann stated that since it is difficult for him to find parking in front of his residence, he has to park his vehicle elsewhere; and

WHEREAS, staff visited the site and observed that Mr. Bormann's residence does not have a garage or a driveway; and

WHEREAS, since there is no garage or driveway, the resident does not have accessible parking available on the property; and

WHEREAS, this item was presented to the Traffic Safety Committee on August 16, 2023; and

WHEREAS, staff sent notices to area residents inviting them to the Traffic Safety Committee Meeting and/or contact staff with any questions; and

WHEREAS, Mr. Wayne Bormann and his wife were in attendance to speak in support of the blue curb disabled persons parking space; and

WHEREAS, staff presented the results of the site evaluation to the Traffic Safety Committee and, after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with signage in front of the residence at 507 F Avenue, since all three conditions of the Special Hardship Cases section of National City Municipal Code chapter 11.32.225(C), Disabled persons parking zone, are met.

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

Section 1: That the City Council hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence at 507 F Ave.

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

PASSED and ADOPTED this 19th day of September, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Warrant Register #1 for the Period of 6/30/23 through 7/6/23 in the Amount of \$1,217,172.59

RECOMMENDATION:

Ratify Warrants Totaling \$ 1,217,172.59

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 6/30/23 – 7/6/23. 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>
McAlister Institute	364214	\$125,095.80	Invoices Covers 7/1/22-1/31/23
Health Net Inc	364177	\$72,873.57	Grp# R1192A – July 2023
National Electric Work	364220	\$176,997.59	CIP Civic Center Basement Power
Project Professionals	364226	\$126,904.52	Projects Professionals Corp
Bccapital Inc	3812	\$88,590.85	BCI Capital Payment PD Cad
Zoll Medical Corp	492758	\$197,247.95	Monitor/Defibrillator - Fire

FINANCIAL STATEMENT:

Warrant total \$ 1,217,172.59

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 1



WARRANT REGISTER # 1
7/6/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>City Clerk</u>				
INTERNATIONAL INSTITUTE OF CITY CLERKS	MEMBERSHIP RENEWAL - IIMC MEMBERSHIP	364181	7/3/23	265.00
Total for Department				265.00
<u>CMO</u>				
BMI	MUSIC PERFORMANCE AGREEMENT	364200	7/6/23	755.10
CA ASSOC FOR LOCAL ECONOMIC DEVELP	MEMBERSHIP DUES - PEDRO GARCIA	364202	7/6/23	800.00
CREATIVE THRDS	PHOTOGRAPHY - CITY OF NATIONAL CITY SITE	364205	7/6/23	1,000.00
GRAINGER	MOP 65179 GENERAL SUPPLIES FY23 -PW/FACI	364209	7/6/23	1,290.88
SANDAG	FY 2024 MEMBER AGENCY ASSESSMENT AND CRI	364238	7/6/23	27,221.00
TIP OF SAN DIEGO COUNTY	ON- SCENE, 24 HOUR VOLUNTEER RESPONSE SE	364248	7/6/23	8,425.95
Total for Department				39,492.93
<u>Housing / Section 8</u>				
NATIONAL CREDIT REPORTING	APRIL FEE FOR CRIMINAL REPORT	364219	7/6/23	1,314.15
OFFICE SOLUTIONS BUSINESS	OFFICE SUPPLIES FOR SECTION 8 DEPARTMENT	364222	7/6/23	815.76
SHRED-IT	MAY AND JUNE -2023 MONTHLY SERVICE	364239	7/6/23	775.79
MCALISTER INSTITUTE	INVOICE COVERS 07/01/2022 - 01/31/2023	364214	7/6/23	125,095.80
Total for Department				128,001.50
<u>Police</u>				
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS / PD	364159	7/3/23	2,990.74
DEPT OF JUSTICE	DOJ FINGERPRINTING	364169	7/3/23	288.00
FON JON PET CARE CENTER	BOARDING FOR CANINES	364170	7/3/23	1,127.00
LASER SAVER INC	MOP 04840 PD TONER	364183	7/3/23	396.77
PRO BUILD COMPANY	MOP 20462 PD TOOLS	364184	7/3/23	249.04
S D COUNTY SHERIFF'S DEPT	MAY SHOOT	364186	7/3/23	200.00
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PD CARDS GUTLAY	364188	7/3/23	42.48
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE	364191	7/3/23	789.48
WILLY'S ELECTRONIC SUPPLY	MOP 00351 PD HDMI CABLE	364193	7/3/23	46.89
ACE UNIFORMS & ACCESSORIES INC	CLASS A UNIFORMS - PD	364195	7/6/23	258.42
ARJIS	3RD QUARTER ARJIS PHONE USAGE	364198	7/6/23	9,117.85
MILE HIGH SHOOTING ACCESSORIES	SWAT SNIPER RIFLE	364215	7/6/23	8,819.55
MOTOROLA SOLUTIONS INC	PORTABLE RADIO	364216	7/6/23	7,734.50
PROFORCE LAW ENFORCEMENT	LESS LETHAL GEAR	364225	7/6/23	1,856.01
STAPLES BUSINESS ADVANTAGE	MOP 45704/STAPLES/DUPLICATION MATERIALS	364243	7/6/23	327.60
WEST PAYMENT CENTER	INVESTIGATIVE SVC JUNE	364252	7/6/23	659.00
FERNANDO	IAPRO BLUETEAM TRAINING	364207	7/6/23	134.89
RAMIREZ	OMAR RAMIREZ FOURTH OF JULY SNACKS	364228	7/6/23	577.88
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT FABIN AND FITHCH	364230	7/6/23	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT DAVIS/TEC	364231	7/6/23	46.00



WARRANT REGISTER # 1
7/6/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT BAUTISTA AND SHAFER	364232	7/6/23	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT BARRAN AND SABALA	364233	7/6/23	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT	364234	7/6/23	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING ROT ESTA VELZQ	364235	7/6/23	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT SCANLON	364236	7/6/23	23.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT SAKAMOTO	364237	7/6/23	23.00
Total for Department				35,938.10

Engineering / PW's

BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL FY23-PW	364201	7/6/23	194.83
GRAINGER	MOP 65179 GENERAL SUPPLIES FY23 -PW/FACI	364209	7/6/23	1,290.88
INLAND KENWORTH INC	AUTO PARTS FY23- PW/EQM	364211	7/6/23	1,750.74
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL FY23-PW/FACI	364217	7/6/23	2,545.00
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES FY23-PW/FACILI	364218	7/6/23	250.66
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES FY23-PW/EQM	364223	7/6/23	101.39
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY23-PW/FACIL	364224	7/6/23	2,778.90
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY23-PW/EQM	364227	7/6/23	224.53
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES FY23- PW/PA	364240	7/6/23	1,274.19
SOUTH COAST EMERGENCY	AUTO SUPPLIES FY23-PW/EQM	364242	7/6/23	1,008.44
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY23-PW/FACILI	364246	7/6/23	10,556.66
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST FY23-	364247	7/6/23	1,364.00
TURF STAR INC	7277914-00 PARK EQUIPMENT FY23-PW/PARKS	364249	7/6/23	385.02
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES FY23-PW/FACI	364250	7/6/23	616.49
WETMORES	MOP 80333 AUTO SUPPLIES FY23-PW/EQM	364253	7/6/23	384.28
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES FY23-PW/PARK	364254	7/6/23	445.34
ATLAS TECHNICAL CONSULTANTS,	CIP 20-01 P-1 SEWER UPSIZE PROJECT - ENG	364199	7/6/23	9,347.50
CANON SOLUTIONS AMERICA INC.	CANON PLOTTER/SCANNER MAINT EQUIP USAGE	364203	7/6/23	117.50
CHEN RYAN ASSOCIATES INC	T&A 90617 - CIVIC CENTER DRIVE RR CROSSI	364204	7/6/23	2,250.00
KIMLEY HORN	CIP 19-44 8TH AND ROOSEVELT ATP- ENG/PW	364212	7/6/23	10,819.31
KTUA	CIP 22-53 OLDCC INSTALLATION RESILIENCY	364213	7/6/23	23,194.56
NATIONAL ELECTRIC WORKS, INC.	CIP 20-03 CIVIC CENTER BASEMENT POWER UP	364220	7/6/23	176,997.59
PROJECT PROFESSIONALS CORP	SOLID WASTE ADMINISTRATION - ENG/PW	364226	7/6/23	126,904.52
Total for Department				374,802.33

Neighborhood Services

PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY23-NSD	364224	7/6/23	327.08
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY23-NSD	364227	7/6/23	69.40
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 SMART SOURCE / NSD	364241	7/6/23	104.00
STAPLES BUSINESS ADVANTAGE	MOP 45704/STAPLES/DUPLICATION MATERIALS	364243	7/6/23	145.64
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	364251	7/6/23	93.31
Total for Department				739.43



WARRANT REGISTER # 1
7/6/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Planning / Building</u>				
SILVER & WRIGHT LLP	NSD / SILVER & WRIGHT INVOICE	364187	7/3/23	3,744.98
ESGIL LLC	BUILDING DIVISION/ESGIL INVOICE	364206	7/6/23	31,924.07
HOME DEPOT CREDIT SERVICES	NSD / HOMEDEPOT	364210	7/6/23	484.94
NBS	PLN / NBS DISTRICT ADMINISTRATION INVOIC	364221	7/6/23	977.35
REEDER	RFW MARTIN READER SAN DIEGO COUNTY	364229	7/6/23	52.50
STC TRAFFIC INC	NSD DIXION PARKING CONSULTANT	364244	7/6/23	13,137.50
STC TRAFFIC INC	NSD DIXION PARKING CONSULTANT	364245	7/6/23	5,332.50
			Total for Department	55,653.84
<u>Finance</u>				
ANDERSON	RETIREE HEALTH BENEFITS - JULY 2023	364076	7/3/23	110.00
BAVENCOFF JR	RETIREE HEALTH BENEFITS - JULY 2023	364077	7/3/23	500.00
BEARD	RETIREE HEALTH BENEFITS - JULY 2023	364078	7/3/23	70.00
BECK	RETIREE HEALTH BENEFITS - JULY 2023	364079	7/3/23	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - JULY 2023	364080	7/3/23	640.00
BISHOP	RETIREE HEALTH BENEFITS - JULY 2023	364081	7/3/23	110.00
BOEGLER	RETIREE HEALTH BENEFITS - JULY 2023	364082	7/3/23	260.00
BULL	RETIREE HEALTH BENEFITS - JULY 2023	364083	7/3/23	580.00
CAMEON	RETIREE HEALTH BENEFITS - JULY 2023	364084	7/3/23	400.00
CANEDO	RETIREE HEALTH BENEFITS - JULY 2023	364085	7/3/23	620.00
CARRILLO	RETIREE HEALTH BENEFITS - JULY 2023	364086	7/3/23	290.00
CASTELLANOS	RETIREE HEALTH BENEFITS - JULY 2023	364087	7/3/23	500.00
COLE	RETIREE HEALTH BENEFITS - JULY 2023	364088	7/3/23	165.00
COLLINSON	RETIREE HEALTH BENEFITS - JULY 2023	364089	7/3/23	420.00
CONDON	RETIREE HEALTH BENEFITS - JULY 2023	364090	7/3/23	280.00
CORDERO	RETIREE HEALTH BENEFITS - JULY 2023	364091	7/3/23	520.00
DALLA	RETIREE HEALTH BENEFITS - JULY 2023	364092	7/3/23	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - JULY 2023	364093	7/3/23	250.00
DEESE	RETIREE HEALTH BENEFITS - JULY 2023	364094	7/3/23	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - JULY 2023	364095	7/3/23	110.00
DIAZ	RETIREE HEALTH BENEFITS - JULY 2023	364096	7/3/23	680.00
DREDGE	RETIREE HEALTH BENEFITS - JULY 2023	364097	7/3/23	250.00
DUONG	RETIREE HEALTH BENEFITS - JULY 2023	364098	7/3/23	280.00
EISER III	RETIREE HEALTH BENEFITS - JULY 2023	364099	7/3/23	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - JULY 2023	364100	7/3/23	620.00
ETZLER	RETIREE HEALTH BENEFITS - JULY 2023	364101	7/3/23	460.00
FABINSKI	RETIREE HEALTH BENEFITS - JULY 2023	364102	7/3/23	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - JULY 2023	364103	7/3/23	270.00
FIFIELD	RETIREE HEALTH BENEFITS - JULY 2023	364104	7/3/23	540.00
GAUT	RETIREE HEALTH BENEFITS - JULY 2023	364105	7/3/23	700.00
GELSKEY	RETIREE HEALTH BENEFITS - JULY 2023	364106	7/3/23	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - JULY 2023	364107	7/3/23	120.00
GONZALES	RETIREE HEALTH BENEFITS - JULY 2023	364108	7/3/23	480.00
HARLAN	RETIREE HEALTH BENEFITS - JULY 2023	364109	7/3/23	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JULY 2023	364110	7/3/23	500.00



WARRANT REGISTER # 1
7/6/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HERNANDEZ	RETIREE HEALTH BENEFITS - JULY 2023	364111	7/3/23	680.00
HERNANDEZ	RETIREE HEALTH BENEFITS - JULY 2023	364112	7/3/23	400.00
HODGES	RETIREE HEALTH BENEFITS - JULY 2023	364113	7/3/23	200.00
IBARRA	RETIREE HEALTH BENEFITS - JULY 2023	364114	7/3/23	780.00
JASMUND	RETIREE HEALTH BENEFITS - JULY 2023	364115	7/3/23	680.00
JONES	RETIREE HEALTH BENEFITS - JULY 2023	364116	7/3/23	60.00
JONES	RETIREE HEALTH BENEFITS - JULY 2023	364117	7/3/23	480.00
JUNIEL	RETIREE HEALTH BENEFITS - JULY 2023	364118	7/3/23	50.00
KIMBLE	RETIREE HEALTH BENEFITS - JULY 2023	364119	7/3/23	300.00
KLOS	RETIREE HEALTH BENEFITS - JULY 2023	364120	7/3/23	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - JULY 2023	364121	7/3/23	660.00
LIMFUECO	RETIREE HEALTH BENEFITS - JULY 2023	364122	7/3/23	160.00
MATIENZO	RETIREE HEALTH BENEFITS - JULY 2023	364123	7/3/23	100.00
MCCABE	RETIREE HEALTH BENEFITS - JULY 2023	364124	7/3/23	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - JULY 2023	364125	7/3/23	290.00
MEEKS	RETIREE HEALTH BENEFITS - JULY 2023	364126	7/3/23	460.00
MENDOZA	RETIREE HEALTH BENEFITS - JULY 2023	364127	7/3/23	290.00
MINER	RETIREE HEALTH BENEFITS - JULY 2023	364128	7/3/23	580.00
MUNOZ	RETIREE HEALTH BENEFITS - JULY 2023	364129	7/3/23	640.00
NAGLE	RETIREE HEALTH BENEFITS - JULY 2023	364130	7/3/23	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - JULY 2023	364131	7/3/23	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - JULY 2023	364132	7/3/23	360.00
PAUU JR	RETIREE HEALTH BENEFITS - JULY 2023	364133	7/3/23	340.00
PE	RETIREE HEALTH BENEFITS - JULY 2023	364134	7/3/23	300.00
PEASE JR	RETIREE HEALTH BENEFITS - JULY 2023	364135	7/3/23	140.00
POST	RETIREE HEALTH BENEFITS - JULY 2023	364136	7/3/23	280.00
RAY	RETIREE HEALTH BENEFITS - JULY 2023	364137	7/3/23	190.00
REDIKOP	RETIREE HEALTH BENEFITS - JULY 2023	364138	7/3/23	400.00
RIOS	RETIREE HEALTH BENEFITS - JULY 2023	364139	7/3/23	240.00
ROARK	RETIREE HEALTH BENEFITS - JULY 2023	364140	7/3/23	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - JULY 2023	364141	7/3/23	260.00
ROUSTON	RETIREE HEALTH BENEFITS - JULY 2023	364142	7/3/23	660.00
RUIZ	RETIREE HEALTH BENEFITS - JULY 2023	364143	7/3/23	310.00
SAINZ	RETIREE HEALTH BENEFITS - JULY 2023	364144	7/3/23	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - JULY 2023	364145	7/3/23	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - JULY 2023	364146	7/3/23	340.00
SHEPHARD	RETIREE HEALTH BENEFITS - JULY 2023	364147	7/3/23	440.00
SHOEMAKER	RETIREE HEALTH BENEFITS - JULY 2023	364148	7/3/23	480.00
SILVA	RETIREE HEALTH BENEFITS - JULY 2023	364149	7/3/23	580.00
SMITH	RETIREE HEALTH BENEFITS - JULY 2023	364150	7/3/23	320.00
SMITH	RETIREE HEALTH BENEFITS - JULY 2023	364151	7/3/23	560.00
TIPTON	RETIREE HEALTH BENEFITS - JULY 2023	364152	7/3/23	250.00
UNGAB	RETIREE HEALTH BENEFITS - JULY 2023	364153	7/3/23	600.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - JULY 2023	364154	7/3/23	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - JULY 2023	364155	7/3/23	480.00
WHITE	RETIREE HEALTH BENEFITS - JULY 2023	364156	7/3/23	230.00
WILKINS	RETIREE HEALTH BENEFITS - JULY 2023	364157	7/3/23	520.00
YBARRA	RETIREE HEALTH BENEFITS - JULY 2023	364158	7/3/23	220.00



**WARRANT REGISTER # 1
7/6/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
C A P F	JULY 2023 - FIRE LTD	364161	7/3/23	1,239.00
CALIFORNIA LAW ENFORCEMENT	JULY 2023 - PD LTD	364162	7/3/23	2,376.00
CALIFORNIA SOCIETY	SAN DIEGO COUNTY CHAPTER MEETING 7/13/23	364163	7/3/23	35.00
DELTA DENTAL INSURANCE CO	JULY 2023 GRP #05-7029600000 PMI DENTAL	364166	7/3/23	1,943.86
DELTA DENTAL INSURANCE CO	JULY 2023 - GRP #05-7029600002 COBRA DEN	364167	7/3/23	228.44
DELTA DENTAL OF CALIFORNIA	JULY 2023 GRP #05-0908600000 DENTAL INS	364168	7/3/23	16,602.87
HEALTH NET	GRP #N8239A - JULY 2023 HEALTH NET	364173	7/3/23	2,894.14
HEALTH NET	GRP # N8239C - JULY 2023 HEALTH NET	364174	7/3/23	1,734.92
HEALTH NET	GRP # N8240A - JULY 2023 HEALTH NET	364175	7/3/23	1,346.10
HEALTH NET	GRP # R1192R - JULY 2023 HEALTH NET	364176	7/3/23	923.49
HEALTH NET INC	GRP #R1192A - JULY 2023 HEALTH NET	364177	7/3/23	72,873.57
HEALTH NET INC	GRP #GX011A - JULY 2023 HEALTH NET	364178	7/3/23	28,637.53
HEALTH NET INC	GRP #LB439A - JULY 2023 HEALTH NET	364179	7/3/23	16,017.80
HEALTH NET INC	GRP # LB439F - JULY 2023 HEALTH NET	364180	7/3/23	774.98
RELIANCE STANDARD	JULY 2023 - GRP VAI826233 VCI801146 &VG1	364185	7/3/23	3,051.26
THE LINCOLN NATIONAL LIFE INS	GRP # 415491 - JULY 2023 LIFE & AD&D STD	364189	7/3/23	10,216.78
Total for Department				192,300.74
 Fire				
ACE UNIFORMS & ACCESSORIES INC	UNIFORM CLEMMONS	364159	7/3/23	2,093.04
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS / PD	364195	7/6/23	4,177.43
FIRE ETC	CITROSQUEEZE TURNOUT CLNR 5 GAL/FIRE	364208	7/6/23	1,481.17
Total for Department				7,751.64
 MIS				
AT&T	AT&T & SBC ANNUAL PHONE SERVICE	364160	7/3/23	12,462.77
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	364164	7/3/23	174.00
DE LAGE LANDEN	DLL 20 SHARP COPIERS LEASE FOR FY23~	364165	7/3/23	2,939.63
GOVCONNECTION INC	APPLE IPAD AIR, 10.9", 256BG,	364171	7/3/23	2,297.22
GOVCONNECTION INC	OUT OF STATE TAXES	364172	7/3/23	184.20
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	364190	7/3/23	12,580.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY23	364192	7/3/23	2,622.97
Total for Department				33,260.79
 Community Services/Nutrition/Library				
4 IMPRINT INC	4IMPRINT/LITERACY GRANT/PROMOTIONAL MATE	364194	7/6/23	3,415.89
AMAZON	AMAZON/COMPUTER SUPPLIES AND AUDIOVISUAL	364196	7/6/23	1,835.83
AMAZON	AMAZON/LITERACY SERVICES GRANT/VOLUNTEER	364197	7/6/23	855.18
STAPLES BUSINESS ADVANTAGE	MOP 45704/STAPLES/DUPLICATION MATERIALS	364243	7/6/23	411.01
Total for Department				6,517.91



**WARRANT REGISTER # 1
7/6/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
			A/P Warrant Total	874,724.21
WIRED PAYMENTS				
<u>CMO</u>				
U S BANK	CREDIT CARD PYMT / CMO	802275	7/3/23	40.00
<u>Engineering / PW's</u>				
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY23 JUNE-PW/EQM	142085	7/5/23	43,176.60
<u>MIS</u>				
BCICAPITAL, INC	BCI CAPITAL PAYMENT FOR PD CAD IMPLEMENT	3812	7/5/23	88,590.85
STORMWIND LLC	STORMWIND LIVE TRAINING PORTAL	3832	7/5/23	4,360.00
U S BANK	CREDIT CARD PYMT / MIS	802275	7/3/23	1,318.59
<u>Planning / Building</u>				
U S BANK	CREDIT CARD PYMT / PLANNING	802275	7/3/23	730.37
<u>Fire</u>				
ZOLL MEDICAL CORP	MONITOR/DEFIBRILLATOR - FIRE	492758	6/30/23	197,247.95
U S BANK	CREDIT CARD PYMT FOR B KREPPS/FIRE	802275	7/3/23	5,237.41
<u>Community Services/Nutrition/Library</u>				
U S BANK	CREDIT CARD STATEMENT / LIBRARY	802275	7/3/23	669.27
U S BANK	CREDIT CARD PYMT / CSD	802275	7/3/23	1,077.34
	GRAND TOTAL			1,217,172.59



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Warrant Register #2 for the Period of 7/7/23 through 7/13/23 in the Amount of \$5,438,604.24

RECOMMENDATION:

Ratify Warrants Totaling \$ 5,438,604.24

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 7/7/23 – 7/13/23. 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>
Devaney Pate Morris	364276	\$73,754.45	Legal Services
Southwest Signal	364316	\$110,397.84	Markout Reports FY23 PW/Streets
The Bank of NY Mellon	3085	\$3,452,970.90	SA NC RDA TARB 2017A
The Bank of NY Mellon	3155	\$239,422.80	SA NC RDA TARB 2017B

FINANCIAL STATEMENT:

Warrant total \$ 5,438,604.24

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 2



WARRANT REGISTER # 2
7/14/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Council				
MOLINA	REIMB / NALEO CONFERENCE REGISTRATION	364291	7/13/23	1,218.96
	Total for Department			1,218.96
CMO				
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING -MARCH 2023 - JUNE	364273	7/13/23	5,839.83
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES	364276	7/13/23	13,500.00
LINARES	EMPLOYEE TACO LUNCH	364289	7/13/23	3,042.83
SOUTH COUNTY ECONOMIC	MEMBERSHIP DUES - JULY 1, 2023 - JUNE 30	364315	7/13/23	3,000.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / CMO	364318	7/13/23	84.33
COUNTY OF SAN DIEGO	LAFCO COST FOR FY2023-2024	364272	7/13/23	27,134.76
	Total for Department			52,601.75
City Attorney				
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES	364276	7/13/23	73,754.45
	Total for Department			73,754.45
Section 8				
CANO	REINBURSMENT FOR TRAINING ON 6/19 THU 6/	364267	7/13/23	183.84
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING FOR MARCH,APRIL AND	364274	7/13/23	2,021.43
PFEIFER	REINBURSMENT FOR TRAINING ON 6/19 THU 6/	364295	7/13/23	378.27
ROMAN	REINBURSMENT FOR TRAINING ON 6/19 THU 6/	364301	7/13/23	122.27
	Total for Department			2,705.81
Police				
DATA DETECTION GROUP	P&E DATA CONVERSION	364275	7/13/23	1,126.25
EXPERIAN	JUNE CREDIT CHECKCS	364278	7/13/23	27.48
FARHA	REIMB: UNIFORM PANTS CASE #2301842	364279	7/13/23	80.81
PIERSON	REIMB: CAPS FOR ACTIVE SHOOTER TRAINING	364296	7/13/23	61.03
PORAC	RESERVE OFFICER LDF	364297	7/13/23	36.00
PRO BUILD COMPANY	TRAFFIC SUPPLIES / PD	364298	7/13/23	105.13
RADY CHILDREN'S HOSPITAL SAN D	MAY FORENSIC EXAMS	364300	7/13/23	550.00
SAN DIEGO POLICE EQUIPMENT	(7) BALLISTIC VESTS	364305	7/13/23	5,854.02
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / POLICE	364318	7/13/23	736.67
TYLER TECHNOLOGIES INC	130-132607\130-132888\130-132979\130-134	364325	7/13/23	1,250.00
BARRAGAN	TRAINING POST PLN 4 AOT REIM	364264	7/13/23	102.48
CAVENAUGH & ASSOCIATES	TRAINING TUITION DUI	364268	7/13/23	620.00
FITCHHORN	TRAINING REIM ICI FINCIAL INV	364281	7/13/23	104.19
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION DUI BASTIDA	364303	7/13/23	23.00



WARRANT REGISTER # 2
7/14/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION 11550 BARNES	364304	7/13/23	9.20
SCANLON	TRAINING POST AOT REIM SCANLON	364307	7/13/23	32.00
SEGAL	TRAINING POST REIM SWAT CMMDR	364310	7/13/23	40.00
TRAINING INNOVATIONS INC	TRAINING TMS SOFTWARE FEE	364322	7/13/23	800.00
WALTERS	TRAINING POST REIMBR SWAT CMMDER	364327	7/13/23	40.00

Total for Department 11,598.26

Engineering / PW's

FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES FY23-PW/EQM	364282	7/13/23	403.96
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FOR PARKS	364287	7/13/23	3,253.88
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES FY23-PW/PAR	364290	7/13/23	487.04
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES FY23-PW/ENG	364292	7/13/23	163.13
PRO BUILD COMPANY	SUPPLIES FOR FACILITIES / PW	364298	7/13/23	1,219.92
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY23-PW/PARKS	364299	7/13/23	88.91
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS F	364308	7/13/23	46,501.58
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY23	364309	7/13/23	25.30
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES FY23-PW/PAR	364312	7/13/23	2,805.33
SOUTH COAST EMERGENCY	AERIAL LADDER REPAIR FY23-PW/EQM	364314	7/13/23	495.25
SOUTHWEST SIGNAL SERVICE	MARKOUT REPORTS FY23-PW/STREETS	364316	7/13/23	110,397.84
SPEEDPRO IMAGING	2023 FORD RANGER VEHICLE GRAPHICS FY23-P	364317	7/13/23	220.89
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY23-PW	364319	7/13/23	20,411.90
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES FY23-PW/EQM	364321	7/13/23	15.86
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES FY23 PW/FACILIT	364329	7/13/23	1,904.20
WEST COAST ARBORISTS	ONGOING TREE TRIMMING SERVICE	364330	7/13/23	29,748.90
WETMORES	MOP 80333 AUTO SUPPLIES FY23-PW/EQM	364331	7/13/23	48.75

Total for Department 218,192.64

Finance

BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 07/01/23	364265	7/13/23	555.73
DILLARD	REIMBURSEMENT MEDICAL PREMIUM DEC 2022	364277	7/13/23	748.03
NHA ADVISORS, LLC	DICLOSURE COMPLIANCE FY 2021-22	364293	7/13/23	13,975.00
SASI	MONTHLY TRUST ACCOUNTING	364306	7/13/23	10.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES FINANCE	364318	7/13/23	662.78

Total for Department 15,951.54

Community Services/Nutrition/Library

AMAZON	SUPPLIES FOR ESPORTS PROGRAM AT CASA	364261	7/13/23	274.61
SMART & FINAL	MOP 45756 SENIOR MORNING SOCIALS	364313	7/13/23	101.60
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / CSD	364318	7/13/23	84.83
T'S & SIGNS INC	MISS NATIONAL CITY EDUCATIONAL PAGEANT S	364324	7/13/23	1,124.49
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISS NATIONAL CITY EDUCATIONAL	364333	7/13/23	16.94



WARRANT REGISTER # 2
7/14/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FOR	364255	7/10/23	10,745.60
T'S & SIGNS INC	FOAM BOARD - CARNIVAL BOOTH - YAMANE	364257	7/10/23	141.38
Total for Department				12,489.45

Fire

HOME DEPOT CREDIT SERVICES	LUMBER MATERIALS/REF #R19,0000-603-597,	364287	7/13/23	2,349.81
PRO BUILD COMPANY	TOWER ELECTRICAL SUPPLIES /FIRE	364298	7/13/23	871.95
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES/FIRE	364328	7/13/23	1,276.58
Total for Department				4,498.34

Human Resources

ADDICTION MEDICINE	DOT DRUG & ALCOHOL TESTING PROGRAM	364258	7/13/23	1,250.00
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - JULY	364259	7/13/23	794.64
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	364260	7/13/23	66.00
CALPELRA	CONFERENCE REGISTRATION- HASANI	364266	7/13/23	755.00
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	364269	7/13/23	220.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	364283	7/13/23	9.75
GOVERNMENT TRAINING AGENCY	CITYWIDE CUSTOMER SERVICE TRAINING	364285	7/13/23	5,200.00
SMART & FINAL	MOP 45756 / OFFICE SUPPLIES	364313	7/13/23	16.77
WIGGINS	TRAVEL EXPENSE REPORT	364332	7/13/23	731.77
Total for Department				9,043.93

A/P Total 402,055.13

PAYROLL

Pay period	Start Date	End Date	Check Date	
15	6/27/2023	7/10/2023	7/19/2023	1,342,091.63

WIRED PAYMENTS

Human Resources

U S BANK	MONTHLY CREDIT CARD STATEMENT - JUNE	541015	7/11/23	1,059.74
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Finance

THE BANK OF NEW YORK MELLON	SA NATIONAL CITY RDA TARB 2017A	3085	7/13/23	3,452,970.90
THE BANK OF NEW YORK MELLON	SA NATIONAL CITY RDA TARB 2017B	3115	7/13/23	239,422.80

Planning/Building

U S BANK	MONTHLY CREDIT CARD STATEMENT - JUNE	541015	7/11/23	560.24
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Police

U S BANK	TRAINING CREDIT CARD	344477	7/7/23	443.80
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GRAND TOTAL 5,438,604.24



AGENDA REPORT

Department: Housing Authority
Prepared by: Carlos Aguirre, Interim Deputy City Manager
Meeting Date: Tuesday, September 19, 2023
Approved by: Ben Martinez, Interim City Manager

SUBJECT:

Amendment to City Council Policy No. 901, to Require a Study and Development of Homeownership on City-Owned Property Zoned for Residential Use.

RECOMMENDATION:

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending City Council Policy No. 901, Entitled 'Management of Real Property,' to Require a Study and Development of Homeownership Units With Maximized Affordability On City-Owned Property Zoned For Residential Use and Include a 75% Local Preference or Residents of National City."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Background

A City Council Policy #105 request was presented by City Councilmember Rodriguez on the Agenda for the Regular City Council Meeting on February 7, 2023. The request was to review and discuss City Council Policy #901 Management of Real Property (Sale, Lease, Rental, Surplus) at the next regularly scheduled City Council meeting with the intent to expand homeownership opportunities within City-owned Properties*. On February 22, 2023, staff provided a presentation on historic and present homeownership programs and projects in National City, market data and trends affecting the feasibility of homeownership development, and potential policies that can prioritize and promote the development of homeownership projects on City-owned property. Staff received direction from City Council to bring back a policy that would prioritize homeownership development in National City on City-owned property.

On August 15, 2023, staff proposed an amendment to City Council Policy #901 to the City Council. The amendment proposed that the City conduct a financial feasibility analysis to evaluate building residential units for homeownership, identify supportable land values, determine the need for gap financing, and assess the use of various development models, such as Community Land Trusts, to create sustainable and affordable homeownership on any City-owned property zoned for residential use. The City Council directed additional revisions and for the item to be brought back to the September 19, 2023, City Council meeting.

*Multiple City parcels make up a City property.

Homeownership Strategy in National City

According to the 2020 Census count estimates, 32.7% of housing units in National City are owner-occupied. In contrast, 55% of housing units in California are owner-occupied. Homeownership can help families purchase property that is likely to steadily increase in value over time and that can be passed down to the next generation. The passing of wealth through generations gives future generations a financial step up and creates upward economic mobility. Ideally, this generational cycling of wealth will give the future family the financial means to purchase their own home, invest in businesses, or use it to attend college.

Historically, the majority of City-owned property used for housing in National City has been allocated to meet the need for affordable rental housing. Although the City has created some homeownership opportunities recently through the First-Time Homebuyer Program and infill development using HOME Investment Partnership funds from the U.S. Department of Housing and Urban Development (HUD), the number of homebuyer units could be further increased by conducting a financial feasibility study on the development of homeownership units on City-owned property.

The Community Development Commission-Housing Authority of the City of National City (“Housing Authority”) approved a 5-year Housing Strategic Plan in August 2021. The Housing Strategic Plan also establishes guidance for the Housing Authority to utilize City-owned real estate and its financial assets for housing purposes to stimulate housing programs, including first-time homebuyer opportunities. The Housing Strategic Plan identifies six City-owned properties to consider for housing development by 2025 and recommends homeownership projects for the majority of the City’s properties being considered for future development. The Strategic Plan can be found on the Housing Authority’s Plans, Projects, and Programs webpage: <https://www.nationalcityca.gov/government/national-city-housing-authority/plans-projects-and-programs>.

Amendment to City Council Policy #901 Revised

The staff has revised City Council Policy #901 amendment after receiving additional direction from the City Council at the August 15, 2023 meeting. The revised Policy #901 amendment requires a study and development of homeownership units with maximized affordability on city-owned property zoned for residential use and includes a 75% local preference for residents of National City.

Furthermore, when a City-owned property is considered for disposition by the City or Housing Authority, a study will be conducted using various development models, conditions, and options that impact the project budget, development, and unit affordability. The findings and considerations from the study by the Housing Authority must be presented to the City Council for review. The City Council may accept the study or direct staff to issue a request for proposals for the subject property.

The study of said City property will analyze and evaluate various development models for homeownership, which may include:

- Condominiums
- Townhomes
- Limited-Equity Cooperatives
- Rent-to-own units
- Community Land Trusts
- Other Models or Combinations Thereof

Additionally, the subject property will also be studied and evaluated for various conditions and options that may impact the project budget, development, and unit affordability for homeownership, which may include:

- Construction Defect Insurance Law
- Gap Financing Options
- State Legislation
- Deed Restrictions
- Ratio of market rate to affordable homeownership units
- Unit size and distribution with an emphasis on larger units
- Funding available to subsidize affordable homeownership such as pre-paid mortgage insurance or first-time homebuyer programs
- Other Conditions and Options

FINANCIAL STATEMENT:

The City may need to assist the homeownership project by deferring the receipt of payment for the value of the land to make it financially feasible to build homeownership units. The City may consider providing loans to make the homes affordable to lower-income first-time homebuyers through the equity created through the development. If the City or Housing Authority assists the homebuyer through a loan secured by the homebuyer's housing unit, the City's subsidy will be recaptured when the property is sold or transferred.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Current City Council Policy No. 901 Redlined

Exhibit B - Proposed City Council Policy No. 901

Exhibit C - PowerPoint

Exhibit D - Resolution and Exhibit – City Council Policy No. 901

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Management of Real Property (Sale, Lease, Rental, Surplus)	POLICY # 901
ADOPTED: June 19, 1984 <u>2023 January 22, 2019</u>	AMENDED: September 19,

Background:

The City of National City is owner of substantial real property which is used for various municipal purposes. As public service needs change, the requirements for these properties may be revised and, on occasion, certain parcels may be in excess of the City's current need. This requires that each individual site be reviewed in terms of its potential for future public use, as well as its potential economic benefit to the City.

The proceeds from the sale and lease of City-owned lands and the revenues generated from leases are normally utilized for General Fund purposes unless the property sold or leased belonged to a restricted program.

Purpose:

It is the purpose of this policy 1) to establish a procedure by which unused and marginally used City-owned real estate is reviewed for its potential public use, and for designating unneeded parcels for lease or sale; 2) to provide methodology for the sale or exchange of City-owned real estate and 3) to establish policies for the leasing of City-owned real property; and 4) to require a study and development of homeownership units with maximized affordability on city-owned property (parcels) zoned for residential use and include a 75% local preference for residents of National City.-

Policy:

It is the City's policy to manage its real estate assets so that municipal needs which rely on these assets may be properly implemented. It is not the City's policy to speculate in real estate. The City Council will review City-owned real estate not used for municipal purposes and determine the appropriate use of the property. Those properties not needed for either City or public use within the foreseeable future, may be made available for lease or sale.

The City shall optimize the sale price or lease rent from City-owned real estate based on relevant factors, including 1) an appraisal reflecting current market value when either a transaction or authorization to sell or lease is presented to the City Council, 2) prevailing economic conditions and market trends, and 3) any special benefits to accrue from the sale or lease.

Exhibit "A"

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**TITLE: Management of Real Property
(Sale, Lease, Rental, Surplus)**

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The City shall seek market value for its properties. Discounts will not be negotiated unless an extraordinary need or circumstance is recognized by Council Resolution setting forth the amount of the discount from appraised value and the public purpose served in justification of the discount.

City staff under the direction of City Manager shall prepare and present to the City Council a comprehensive Property Management Plan with periodic reviews as needed, and updates to the City Council. The Property Management Plan shall include an overall review of the City's real estate portfolio (or inventory), an operating plan for corporate property, a disposition plan for surplus property, market research to support anticipated transactions and a request for authority to act within defined parameters (as described in this policy).

The major elements of the property management plan are to include:

- Property evaluation and characterization of real estate assets
- Strategy for City occupied real estate
- Investment Portfolio Plan (leases to for-profit tenants)
- Review of not-for-profit leases
- Disposition Plan for surplus assets
- Business Case development review to support proposed transactions
- Legal document development and review

Procedure for sale of ~~City-owned~~ City-owned Real Estate:

A. Real Estate Review

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As part of an overall property management plan for the City's real estate assets, staff will review the City's property inventory to determine which properties are no longer needed for public facilities or to support the elements of the General Plan and whose disposition will provide a greater public benefit.

B. Homeownership Requirement

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City-owned property zoned for residential use requires a study and development of homeownership units with maximized affordability on city-owned property zoned for residential use and includes a 75% local preference for residents of National City.

When a City-owned property is considered for disposition by the City or Housing Authority, a study will be conducted using various development models, conditions, and options that impact the project budget, development, and unit affordability. The findings and considerations from the study by the Housing Authority must be presented to City Council for review. The City Council may accept the study or direct staff to issue a request for proposals on the subject property.

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The study will analyze and evaluate various development models for homeownership, which may include:

- Condominiums
- Townhomes
- Limited-Equity Cooperatives
- Rent-to-own units
- Community Land Trusts
- Other Models or Combinations Thereof

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The subject property will also be studied and evaluated for various conditions and options that may impact the project budget, development, and unit affordability for homeownership, which may include:

- Construction Defect Insurance Law
- Gap Financing Options
- State Legislation
- Deed Restrictions
- Ratio of market rate to affordable homeownership units
- Unit size and distribution with an emphasis on larger units
- Funding available to subsidize affordable homeownership such as pre-paid mortgage insurance or first-time homebuyer programs
- Other Conditions and Options

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C. Available Real Estate for Sale

A City-owned property may become available for sale if:

- The property is not currently used by the City or does not support a municipal function; and
- The property is vacant and has no foreseeable use by the City; and
- The property is a non-performing or under-performing asset and greater value can be generated by its sale; and
- Significant economic development opportunities can be generated by selling the property.

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Factors to be considered in determining whether a property should be sold include:

- Will the City be relieved of potential liabilities and/or cost of maintaining property that does not generate income or provide public benefit?
- Property tax increment that will be created by returning the properties to the tax rolls.
- Stimulation of the economy by providing opportunities for private sector investment.
- Generation of revenue.

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- The sale of the property will generate greater economic value than a ground lease, if a ground lease is a feasible option.

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DB. Governmental Clearance Process

Government Code Section 54222 requires that a local agency proposing to dispose of surplus property must first notify all governmental agencies operating within the City as to the availability of the property. The agencies are given 60 days to respond with an intent to acquire, if not, the property may be deemed cleared for public sale.

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Regarding the list of properties for sale:

- Governmental agencies are regularly contacted as the surplus list is updated.
- City departments are individually contacted as the surplus list is updated.
- Council members are given a preliminary review and opportunity to comment on foreseeable uses for the property.

EC. Approval Process

- City-owned properties that have been identified by the City Manager as candidates for sale will be presented to the City Council for approval to be sold.
- If a property is of a type and location that would make a ground lease feasible, an economic analysis of the benefits of lease vs. sale will be conducted.
- If the property is zoned for residential use a study will be conducted using various development models, conditions, and options that impact the project budget, development, and unit affordability. The findings and considerations from the study by the Housing Authority must be presented to City Council for review. The City Council may accept the study or direct staff to issue a request for proposals on the subject property.
- If City Council determines that the property may be sold, it shall authorize City Manager to sell the property for a price equal to or greater than a minimum price established by a current (less than six months old) appraisal. The authorization to sell the property will be valid for twelve months from the date of City Council action.
- The City Manager or designee may enter into purchase and sale agreements, close escrows and execute and deliver grant deeds to the purchasers of the properties ~~at~~ at prices equal to or greater than the minimum price approved by City Council on terms and conditions deemed reasonable, and in the City's best interests.
- City Manager or designee will provide a report to the City Council, regarding the price, terms, and conditions of all transactions.
- Properties that cannot be sold at a price equal to or greater than the minimum price approved by Council will be returned to Council for further

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consideration prior to disposition. Council approval will be required to sell a property at a price less than the minimum price previously approved by the City Council.

FD. Method of Sale

Properties may be sold by any method allowed by City Council Policy. This includes direct negotiation, request for proposal, listing with a broker, sealed bid, auction or other appropriate method as determined by the City Council. Possible method of sale for all properties will be included in the enabling resolution authorizing their sales.

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GE. Marketing

Properties offered for sale shall receive the widest possible exposure to the open ~~market place~~ marketplace. This may be accomplished through direct marketing techniques, such as requests for proposals (RFP), advertising, exposure through the real estate media, posting the property on the multiple listing service, or any other appropriate method. When appropriate, properties may be listed for sale with qualified real estate brokers. The authorization to utilize the services of a real estate broker will be contained in the enabling resolution.

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HF. Real Estate Brokers

Real estate brokers may be used to represent the City in the sale of its properties. Brokers will be selected for individual assignments through Requests for Proposals (RFP) or Requests for Qualifications (RFQ) and a subsequent bid or other methods that result in the City receiving the services of a qualified broker at the best value to the City. The maximum approved commission rate will be contained in the enabling resolution for the property's sale. If the property is listed with a broker, the City reserves the right to exclude from the listing agreement potential buyers whose interest in purchasing a subject property has been made a part of the record prior to the execution of such agreement.

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IG. Exclusively Negotiated Sales

It will be the City's policy to insure the highest price for its real estate by pursuing open market transactions. However, on certain occasions, an exclusively negotiated sale may be justified as applicable and may be approved under one of the following conditions:

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1. When a parcel is landlocked.
2. When the sale is to a contiguous owner.

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3. When a fee interest in a pipeline or other right-of-way is no longer required, it may be sold to a contiguous owner. A restrictive pipeline easement of adequate width or other required easements will be reserved from said sale.
4. When other governmental, public and quasi-public agencies submit acquisition proposals a sale may be consummated. These agencies shall include but not be limited to: Federal, State, and County agencies; school districts, special districts, and regulated utility companies.
5. When qualified non-profit institutional organizations offer to purchase City-owned land, a negotiated sale may be consummated at fair market value providing there is: 1) a development commitment, and 2) a right to repurchase or a reversion upon a condition subsequent. Institutional organizations such as places of public assembly, hospitals, extended care facilities, private schools and community service organizations are required to develop under the City's conditional use permit procedure.
6. When a property has been offered by public auction and no acceptable bids were received, it may be sold on a negotiated basis to any applicant submitting an acceptable offer within six months following the date of auction.
7. Real property exchanges may be consummated by direct negotiation. However, exchanges will be considered only with other governmental agencies or when there is an advantage to the City.

JH. Rezoning

Prior to completion of the sales transaction, City land shall be considered for rezoning in accordance with the General Plan, existing community plans or other City Council direction if a higher sale price will result. Also, all unnecessary easements affecting title to the property shall be removed if this will result in a commensurate increase in value.

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KI. Easements

The City will receive current fair market value for the removal of restrictive easements or access rights previously paid for by the City or other governmental agency or reserved in a sale of City property.

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LJ. Priority Handling

Since time is of essence in land transactions, all such actions by the City Council and staff shall be given the highest priority and special handling.

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MK. Public Utilities Installed by Private Entities

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The applicant for the use of unimproved City land for public purposes, such as streets, sewers, and other public utilities, shall compensate the City for the fair market value of the rights to be granted by the City. The amount of compensation shall be established by appraisal.

Procedure for leasing City-owned Real Property

The City of National City has a very diverse real estate portfolio. While the policies herein are to act as the standard that governs most leases, the City acknowledges that parts of its leasing portfolio have specialized needs or restrictions. In these cases, this policy will act as a framework for a sub-policy that will govern a specific area. Should a conflict arise between the framework policy and the sub-policy, the sub-policy will govern.

A. A- Criteria for Leasing

City property shall be considered for leasing when one or more of the following criteria apply:

1. The property is not required for current municipal use, but is to be held for ~~possible~~ possible future use and can be leased as an interim measure.
2. The property can only be leased because of legal restraints. For example, property held under Tideland trust grants or as dedicated parks.
3. The City requires substantial control over development, use and reuse of the property.
4. The property has the immediate potential of a high return to the City because of its high demand and type of use, such as commercial and industrial land.
5. The property can be efficiently utilized by a provider of services needed by the City.
6. The property can be leased to promote a substantial economic development opportunity.

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B. B- Property Management Plan

The City Council may approve the execution of lease transactions that meet the terms of the City's asset strategy for a particular property previously approved by City Council in an overall Property Management Plan. Negotiated transactions that fall outside of the parameters of an approved Property Management Plan either will be submitted individually for City Council approval, or deferred until the next periodic update and approval of the plan.

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C. C- Lessee Selection for New Leases

Competitive offers for lease of City property shall be solicited from the open market place. This may be accomplished through a number of marketing techniques, such as Request for Proposals (RFPs), a marketing subscription system, direct advertising, use of a Multiple Listing Service (MLS), listing with a broker, posting the property and any other appropriate means.

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In certain limited situations, the City may exclusively consider a single proposal for lease of City property. Potential lessees wishing to exclusively negotiate with the City must submit for City staff review a business case with sufficient justification as to how it is capable of optimizing the use of the property and return to the City, thereby negating the need for a competitive process. This information will be included when the lease transaction is presented for City Council approval.

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Leasehold proposals shall be evaluated in terms of:

1. The degree to which the proposed use is in compliance with the City's strategic plan for the property.
2. In terms of the amount of consideration offered in the form of rent.
3. In terms of the financial feasibility of the proposal.
4. The capability, expertise and experience of the potential lessee with respect to the proposed leasehold development and operation.
5. If new development is proposed, a development plan that includes a description of the development team and its qualifications.
6. The details of each person or entity that will have an interest in the proposed lease
7. Special public benefits to be derived (if any).

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D. ~~D.~~ Rate of Return

The City shall obtain fair market rents for its leases commensurate with the highest and best use of the property. The fair market rent shall be based on an appraisal that complies with the definition of Market Rent found in the Uniform Standards of Professional Appraisal Practice (USPAP) published by the Appraisal Foundation. The appraisal shall be no more than six months old at the time the lease transaction is presented for City Council approval. If the cost of an appraisal is not justified by the anticipated rents, the City may choose an alternative method to establish rent. City leases shall contain terms and conditions which will sustain a fair rate of return throughout the duration of the lease.

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E. ~~E.~~ Rental Terms

Rental terms may be negotiated on the basis of fixed rates (flat rent leases) or percentages of the lessee's gross income derived from business conducted on the property, with a provision for a minimum rent on percentage leases.

F. ~~F.~~ Percentage Leases

Minimum Rent

The minimum rent component for a new percentage lease shall be set at no less than eighty percent (80%) of the fair market rent as defined above. In certain cases, a portion of the minimum rent may be abated for new construction or redevelopment on

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the leasehold. The minimum rent shall be adjusted upward throughout the duration of the lease at intervals of not more than every five (5) years to reflect no less than eighty percent (80%) of the average annual rent actually paid or accrued during the three (3) years preceding the adjustment. In no event shall the adjusted minimum rent be less than the minimum rent in existence immediately preceding the adjustment.

Percentage Rates

Percentage leases shall provide for adjustments of percentages rates every five (5) years to current fair market rates as established by appraisals of prevailing market percentage rates primarily within the Southern California area.

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G. G. Flat Rate Leases

Market Rate Adjustments

Flat rate leases shall provide for upward adjustment of rent every five (5) years to current fair market rent.

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Consumer Price Index Adjustments

Flat rate leases shall provide for upward adjustment of rent in the interval term between market rate adjustments by changes in the consumer price index. The index used for consumer price index adjustments will be the All Urban Consumers index for Los Angeles - Riverside - Orange County, California with a base year of 1982-84. If the U.S. Department of Labor indices are no longer published, another substitute index generally recognized as authoritative will be used. Flat rate leases may include pre-determined periodic increases to rent instead of consumer price index adjustments. These periodic increases would occur at least every five (5) years.

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H. H. Rent Arbitration

Leases can provide for binding arbitration when the City and lessee cannot agree on the new rent for a rental period under review. The City and lessee shall each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser to determine the fair market rent. If the two selected appraisers fail to mutually select a third appraiser, then the third appraiser will be appointed in accordance with the rules of the American Arbitration Association. The City and lessee shall pay the cost of its own selected appraiser and equally share the cost of the third appraiser.

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I. Appraisal Assumptions

City leases shall include a definition of the fair market value to be used to adjust rent and an identification of the premise for that value. In establishing the fair market value of leased property, any appraisal shall consider the property as a fee simple

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absolute estate and as vacant and available for lease or sale for the authorized purposes of the lease at the commencement of the rental period under review. Rates established for purposes of periodic percentage rental adjustments shall not consider any abatement as may be appropriate in a "new" development of vacant land. It shall also be assumed that all required regulatory approvals to permit the use authorized in the lease have been obtained.

J. J-Lease Term

Short-Term Lease

The City Manager, at all times, shall have power, without advertising, notice, or competitive bidding, to lease any City property for a term of three (3) years or less (short-term lease). The City Council will be notified of a short-term lease not later than fifteen (15) days following its execution. A short-term lease may not be renewed without approval of the City Council. The City Manager, or designee may also execute rental agreements covering up to eighteen (18) months for tenant occupancy of City-owned residential housing.

Long-Term Lease

A lease in excess of three (3) years requires a resolution passed by a majority vote of all members of the City Council. The length of lease term shall be based on the level of capital improvements to be made by the lessee and the economic life expectancy of the development. These factors can be determined utilizing cost estimating and economic life expectancy resources such as tables provided by Marshall Valuation Service. The City may consider other relevant information in determining if a longer lease term is warranted, such as if the proposed leasehold development is expected to generate above average returns to the City or significantly improve the quality of the property. A lease shall not exceed 55 years unless the conditions set forth in Government Code section 37380(b) are met,

K. K-Lease Amendments

Amendments to long-term leases require City Council approval. The City's agreement to an amendment may be contingent upon updating sections of the lease to incorporate current City standard lease provisions and an adjustment to fair market rent.

L. L-Subleases

A lessee may sublease all or part of the leased property to a qualified sub-lessee subject to approval by the City. No sublease shall be approved which would be detrimental to the City's rights under the master lease or for a use that is not

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consistent with uses allowed by the master lease. The City Manager may authorize subleases which meet these conditions and which do not require amendment of the master lease. Unless special circumstances exist. Leases shall provide for the City to receive a minimum of fifty percent (50%) of the incremental gross rental revenues due to the lessee from subleases.

M. M. Leasehold Financing

The City will not subordinate its fee interest to encumbrances placed against any leasehold by a lessee. The City Council may approve appropriate financial encumbrances of the leasehold interest, which provide that all loan proceeds are used for authorized improvement of the property until the leasehold is fully developed in accordance with the lease. City staff shall take appropriate steps to review the proposed financing and insure that loan proceeds go into the leasehold. Maximum loan proceeds shall not be in excess of seventy-five percent (75%) loan-to-value, where "value" refers to the leasehold improvements, as determined by a lender's appraisal which has been reviewed and approved by City staff. The loan term shall not exceed the term of the lease.

Loans or refinancing in the form of encumbrances against the lease for the purpose of reducing equity or financing the sale of leasehold interest will not be allowed until the property is fully developed for uses authorized in the lease. After the property is developed, such financing may be permitted so long as there is also substantial benefit to be gained by the City. This may take the form of either a percentage share of the loan proceeds or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market.

N. N. Leasehold Improvements

Leasehold improvements installed by lessees shall be removed at the lease termination without cost to the City, or will revert to the City, at the City's option. All leasehold improvements and alterations require prior written approval of the City Council.

O. O. Maintenance and Utilities Responsibility

City leases shall require the lessee to maintain all improvements on the property at its own expense and be responsible for the cost of all utilities. Leases for multi-tenanted space shall include specific requirements delineating appropriate responsibilities.

P. P. Lease Audits

All percentage leases may be audited by the City's Finance Department in the first year of operation to establish proper reporting procedures and at least once every three (3) years thereafter. More frequent audits may be made if appropriate. The City shall reserve the right to audit all other leases and agreements subject to this Council Policy, if determined to be warranted by the City's Finance Department.

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Q. Q-Leasehold Assignments

Requests for assignment of leasehold interest shall be evaluated on the same basis as the criteria used in evaluating a leasehold proposal. The City Manager may authorize assignments which do not require amendment of the master lease. Consent may be contingent on the payment of additional consideration to the City, either as a percentage share of the purchase price of the leasehold interest or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market. If new financing is involved in the sale, the requirements of 'Leasehold Financing' shall apply.

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R. R-Lease Extensions & Renewals

Requests from existing lessees for lease extensions or renewals may be considered if such proposals promote capital investment and redevelopment of City property. Whenever an existing lessee is seeking renewal of an expiring long-term lease that is not contemplated in a previously approved property management plan, the City Manager will bring the issue before the applicable City Council Committee with an appropriate recommendation. In addition to the criteria used to assess new lease proposals, City staff also will review the lessee's history with respect to: maintenance of the property; compliance with existing lease terms; prompt rent payments; and a rental return consistent with maximizing the property's full potential.

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The lessee must propose capital investment that: will increase the value or the useful life of the leasehold improvements by an amount more than can be reasonably amortized over the remaining lease term; is not recurring in nature; and is at least ten percent (10%) or more of the value of the existing improvements. It specifically should exclude expenditures to correct deferred maintenance and expenditures for repairs to keep the existing improvements in good condition. The length of any extended lease term shall be calculated by the same method used for calculating the length of new leases.

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S. S-City's Interest in Leasehold Improvements

City lease agreements provide the City the right to assume ownership of the leasehold improvements at the end of the lease. The value of the City's interest in the leasehold improvements can be appraised using widely accepted appraisal methods. In the event the City grants a lessee a lease extension, the City shall be compensated by an amount equal to the change in present value attributable to the deferral of its interest in the leasehold improvements. This amount either can be paid as an upfront payment at the beginning of the extended term or amortized over time with appropriate interest applied. The City shall offset from the value of its interest in the leasehold improvements any increased economic benefit derived from an extended lease. The City shall not receive any compensation for its interest in the leasehold improvements on leases extended prior to the last twenty percent (20%) of the existing term.

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**TITLE: Management of Real Property
(Sale, Lease, Rental, Surplus)**

POLICY # 901

ADOPTED: June 19, 1984
2023 January 22, 2019

AMENDED: September 19,

T. T-Leasing to Non- Profit Organizations

It shall be the policy of the City Council to allow direct negotiation with nonprofit organizations for the use of City-owned lands for the purpose of providing the community with cultural, recreational, educational enrichment, and other public services to the citizens and visitors of National City. Relative to this policy the following will apply:

1. Available City property shall be leased at fair market value to nonprofit organizations when it is deemed by Council that appropriate public benefit will be derived.
2. The only discount in the land rental rate which will be considered is that which will be a direct offset to City expenditures. An example would be where the non-profit organization is constructing and operating a facility to provide a service that would otherwise be a recognized obligation of the City to provide.
3. Council approval of a prospective nonprofit organization's use of City-owned land shall be obtained prior to commencement of lease negotiations.
4. No lease will become effective until firm financial commitments have been obtained under an appropriate lease option arrangement.
5. Lessees will be required to construct, operate, and maintain the premises at their sole cost.
6. Lessees shall be incorporated nonprofit organizations under the laws of the State of California.
7. Development on parklands shall be in conformance with City park development plans, and construction shall comply with City park design criteria.
8. Lessees shall provide desired services and facilities to the general public without discrimination as to race, color, creed, sex, age, or national origin.
9. When leases permit revenue producing activities, some measure of rental compensation shall be paid to the City. However, this provision will not apply to occasional fund raising events provided the funds are used exclusively for the specified purpose(s) of the lease.
10. Properties with significant potential for commercial, industrial, or scientific research uses shall not be available for nonprofit use.
11. Subleases will be considered on their individual merits by the City and consistency with conditions placed upon the City. Fees generated from subleasing will belong to the City and be deposited with the City upon receipt by the Agency.

U. U-Security Deposits

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**TITLE: Management of Real Property
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POLICY # 901

ADOPTED: June 19, 1984
[2023 January 22, 2019](#)

AMENDED: September 19,

The standard security deposit for a new lease agreement shall be equivalent to two (2) month's rent. The security deposit may take the form of cash, an instrument of credit or a faithful performance bond. For a lessee making a substantial investment in improvements, the security deposit will be refunded upon completion of the improvements.

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Related Policy References

Government Codes: 37350 and 37380

Government Codes: 54200-54232, 54235-54237

Prior Policy Amendments

August 14, 1990

[January 22, 2019](#)

DRAFT

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Management of Real Property (Sale, Lease, Rental, Surplus)	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: September 19, 2023

Background:

The City of National City is owner of substantial real property which is used for various municipal purposes. As public service needs change, the requirements for these properties may be revised and, on occasion, certain parcels may be in excess of the City's current need. This requires that each individual site be reviewed in terms of its potential for future public use, as well as its potential economic benefit to the City.

The proceeds from the sale and lease of City-owned lands and the revenues generated from leases are normally utilized for General Fund purposes unless the property sold or leased belonged to a restricted program.

Purpose:

It is the purpose of this policy 1) to establish a procedure by which unused and marginally used City-owned real estate is reviewed for its potential public use, and for designating unneeded parcels for lease or sale; 2) to provide methodology for the sale or exchange of City-owned real estate and 3) to establish policies for the leasing of City-owned real property; and 4) to require a study and development of homeownership units with maximized affordability on city-owned property (parcels) zoned for residential use and include a 75% local preference for residents of National City.

Policy:

It is the City's policy to manage its real estate assets so that municipal needs which rely on these assets may be properly implemented. It is not the City's policy to speculate in real estate. The City Council will review City-owned real estate not used for municipal purposes and determine the appropriate use of the property. Those properties not needed for either City or public use within the foreseeable future, may be made available for lease or sale.

The City shall optimize the sale price or lease rent from City-owned real estate based on relevant factors, including 1) an appraisal reflecting current market value when either a transaction or authorization to sell or lease is presented to the City Council, 2) prevailing economic conditions and market trends, and 3) any special benefits to accrue from the sale or lease.

The City shall seek market value for its properties. Discounts will not be negotiated unless an extraordinary need or circumstance is recognized by Council Resolution setting

forth the amount of the discount from appraised value and the public purpose served in justification of the discount.

City staff under the direction of City Manager shall prepare and present to the City Council a comprehensive Property Management Plan with periodic reviews as needed, and updates to the City Council. The Property Management Plan shall include an overall review of the City's real estate portfolio (or inventory), an operating plan for corporate property, a disposition plan for surplus property, market research to support anticipated transactions and a request for authority to act within defined parameters (as described in this policy).

The major elements of the property management plan are to include:

- Property evaluation and characterization of real estate assets
- Strategy for City occupied real estate
- Investment Portfolio Plan (leases to for-profit tenants)
- Review of not-for-profit leases
- Disposition Plan for surplus assets
- Business Case development review to support proposed transactions
- Legal document development and review

Procedure for sale of City-owned Real Estate:

A. Real Estate Review

As part of an overall property management plan for the City's real estate assets, staff will review the City's property inventory to determine which properties are no longer needed for public facilities or to support the elements of the General Plan and whose disposition will provide a greater public benefit.

B. Homeownership Requirement

City-owned property zoned for residential use requires a study and development of homeownership units with maximized affordability on city-owned property zoned for residential use and includes a 75% local preference for residents of National City.

When a City-owned property is considered for disposition by the City or Housing Authority, a study will be conducted using various development models, conditions, and options that impact the project budget, development, and unit affordability. The findings and considerations from the study by the Housing Authority must be presented to City Council for review. The City Council may accept the study or direct staff to issue a request for proposals on the subject property.

The study will analyze and evaluate various development models for homeownership, which may include:

- Condominiums
- Townhomes
- Limited-Equity Cooperatives
- Rent-to-own units
- Community Land Trusts
- Other Models or Combinations Thereof

The subject property will also be studied and evaluated for various conditions and options that may impact the project budget, development, and unit affordability for homeownership, which may include:

- Construction Defect Insurance Law
- Gap Financing Options
- State Legislation
- Deed Restrictions
- Ratio of market rate to affordable homeownership units
- Unit size and distribution with an emphasis on larger units
- Funding available to subsidize affordable homeownership such as pre-paid mortgage insurance or first-time homebuyer programs
- Other Conditions and Options

C. Available Real Estate for Sale

A City-owned property may become available for sale if:

- The property is not currently used by the City or does not support a municipal function; and
- The property is vacant and has no foreseeable use by the City; and
- The property is a non-performing or under-performing asset and greater value can be generated by its sale; and
- Significant economic development opportunities can be generated by selling the property.

Factors to be considered in determining whether a property should be sold include:

- Will the City be relieved of potential liabilities and/or cost of maintaining property that does not generate income or provide public benefit?
- Property tax increment that will be created by returning the properties to the tax rolls.
- Stimulation of the economy by providing opportunities for private sector investment.
- Generation of revenue.
- The sale of the property will generate greater economic value than a ground lease if a ground lease is a feasible option.

D. Governmental Clearance Process

Government Code Section 54222 requires that a local agency proposing to dispose of surplus property must first notify all governmental agencies operating within the City as to the availability of the property. The agencies are given 60 days to respond with an intent to acquire, if not, the property may be deemed cleared for public sale.

Regarding the list of properties for sale:

- Governmental agencies are regularly contacted as the surplus list is updated.
- City departments are individually contacted as the surplus list is updated.
- Council members are given a preliminary review and opportunity to comment on foreseeable uses for the property.

E. Approval Process

- City-owned properties that have been identified by the City Manager as candidates for sale will be presented to the City Council for approval to be sold.
- If a property is of a type and location that would make a ground lease feasible, an economic analysis of the benefits of lease vs. sale will be conducted.
- If the property is zoned for residential use a study will be conducted using various development models, conditions, and options that impact the project budget, development, and unit affordability. The findings and considerations from the study by the Housing Authority must be presented to City Council for review. The City Council may accept the study or direct staff to issue a request for proposals on the subject property.
- If City Council determines that the property may be sold, it shall authorize City Manager to sell the property for a price equal to or greater than a minimum price established by a current (less than six months old) appraisal. The authorization to sell the property will be valid for twelve months from the date of City Council action.
- The City Manager or designee may enter into purchase and sale agreements, close escrows and execute and deliver grant deeds to the purchasers of the properties at prices equal to or greater than the minimum price approved by City Council on terms and conditions deemed reasonable, and in the City's best interests.
- City Manager or designee will provide a report to the City Council, regarding the price, terms, and conditions of all transactions.
- Properties that cannot be sold at a price equal to or greater than the minimum price approved by Council will be returned to Council for further consideration prior to disposition. Council approval will be required to sell a property at a price less than the minimum price previously approved by the City Council.

F. Method of Sale

Properties may be sold by any method allowed by City Council Policy. This includes direct negotiation, request for proposal, listing with a broker, sealed bid, auction or other appropriate method as determined by the City Council. Possible method of sale for all properties will be included in the enabling resolution authorizing their sales.

G. Marketing

Properties offered for sale shall receive the widest possible exposure to the open marketplace. This may be accomplished through direct marketing techniques, such as requests for proposals (RFP), advertising, exposure through the real estate media, posting the property on the multiple listing service, or any other appropriate method. When appropriate, properties may be listed for sale with qualified real estate brokers. The authorization to utilize the services of a real estate broker will be contained in the enabling resolution.

H. Real Estate Brokers

Real estate brokers may be used to represent the City in the sale of its properties. Brokers will be selected for individual assignments through Requests for Proposals (RFP) or Requests for Qualifications (RFQ) and a subsequent bid or other methods that result in the City receiving the services of a qualified broker at the best value to the City. The maximum approved commission rate will be contained in the enabling resolution for the property's sale. If the property is listed with a broker, the City reserves the right to exclude from the listing agreement potential buyers whose interest in purchasing a subject property has been made a part of the record prior to the execution of such agreement.

I. Exclusively Negotiated Sales

It will be the City's policy to insure the highest price for its real estate by pursuing open market transactions. However, on certain occasions, an exclusively negotiated sale may be justified as applicable and may be approved under one of the following conditions:

1. When a parcel is landlocked.
2. When the sale is to a contiguous owner.
3. When a fee interest in a pipeline or other right-of-way is no longer required, it may be sold to a contiguous owner. A restrictive pipeline easement of adequate width or other required easements will be reserved from said sale.
4. When other governmental, public and quasi-public agencies submit acquisition proposals a sale may be consummated. These agencies shall include but not be limited to: Federal, State, and County agencies; school districts, special districts, and regulated utility companies.
5. When qualified non-profit institutional organizations offer to purchase City-owned land, a negotiated sale may be consummated at fair market value providing there is: 1) a development commitment, and 2) a right to repurchase or a reversion upon

ADOPTED: June 19, 1984

AMENDED: September 19, 2023

a condition subsequent. Institutional organizations such as places of public assembly, hospitals, extended care facilities, private schools and community service organizations are required to develop under the City's conditional use permit procedure.

6. When a property has been offered by public auction and no acceptable bids were received, it may be sold on a negotiated basis to any applicant submitting an acceptable offer within six months following the date of auction.
7. Real property exchanges may be consummated by direct negotiation. However, exchanges will be considered only with other governmental agencies or when there is an advantage to the City.

J. Rezoning

Prior to completion of the sales transaction, City land shall be considered for rezoning in accordance with the General Plan, existing community plans or other City Council direction if a higher sale price will result. Also, all unnecessary easements affecting title to the property shall be removed if this will result in a commensurate increase in value.

K. Easements

The City will receive current fair market value for the removal of restrictive easements or access rights previously paid for by the City or other governmental agency or reserved in a sale of City property.

L. Priority Handling

Since time is of essence in land transactions, all such actions by the City Council and staff shall be given the highest priority and special handling.

M. Public Utilities Installed by Private Entities

The applicant for the use of unimproved City land for public purposes, such as streets, sewers, and other public utilities, shall compensate the City for the fair market value of the rights to be granted by the City. The amount of compensation shall be established by appraisal.

Procedure for leasing City-owned Real Property

The City of National City has a very diverse real estate portfolio. While the policies herein are to act as the standard that governs most leases, the City acknowledges that parts of its leasing portfolio have specialized needs or restrictions. In these cases, this policy will act as a framework for a sub-policy that will govern a specific area. Should a conflict arise between the framework policy and the sub-policy, the sub-policy will govern.

A. Criteria for Leasing

City property shall be considered for leasing when one or more of the following criteria apply:

1. The property is not required for current municipal use, but is to be held for possible future use and can be leased as an interim measure.
2. The property can only be leased because of legal restraints. For example, property held under Tideland trust grants or as dedicated parks.
3. The City requires substantial control over development, use and reuse of the property.
4. The property has the immediate potential of a high return to the City because of its high demand and type of use, such as commercial and industrial land.
5. The property can be efficiently utilized by a provider of services needed by the City.
6. The property can be leased to promote a substantial economic development opportunity.

B. Property Management Plan

The City Council may approve the execution of lease transactions that meet the terms of the City's asset strategy for a particular property previously approved by City Council in an overall Property Management Plan. Negotiated transactions that fall outside of the parameters of an approved Property Management Plan either will be submitted individually for City Council approval, or deferred until the next periodic update and approval of the plan.

C. Lessee Selection for New Leases

Competitive offers for lease of City property shall be solicited from the open market place. This may be accomplished through a number of marketing techniques, such as Request for Proposals (RFPs), a marketing subscription system, direct advertising, use of a Multiple Listing Service (MLS), listing with a broker, posting the property and any other appropriate means.

In certain limited situations, the City may exclusively consider a single proposal for lease of City property. Potential lessees wishing to exclusively negotiate with the City must submit for City staff review a business case with sufficient justification as to how it is capable of optimizing the use of the property and return to the City, thereby negating the need for a competitive process. This information will be included when the lease transaction is presented for City Council approval.

Leasehold proposals shall be evaluated in terms of:

1. The degree to which the proposed use is in compliance with the City's strategic plan for the property.
2. In terms of the amount of consideration offered in the form of rent.
3. In terms of the financial feasibility of the proposal.
4. The capability, expertise and experience of the potential lessee with respect to the proposed leasehold development and operation.
5. If new development is proposed, a development plan that includes a description of the development team and its qualifications.

6. The details of each person or entity that will have an interest in the proposed lease
7. Special public benefits to be derived (if any).

D. Rate of Return

The City shall obtain fair market rents for its leases commensurate with the highest and best use of the property. The fair market rent shall be based on an appraisal that complies with the definition of Market Rent found in the Uniform Standards of Professional Appraisal Practice (USPAP) published by the Appraisal Foundation. The appraisal shall be no more than six months old at the time the lease transaction is presented for City Council approval. If the cost of an appraisal is not justified by the anticipated rents, the City may choose an alternative method to establish rent. City leases shall contain terms and conditions which will sustain a fair rate of return throughout the duration of the lease.

E. Rental Terms

Rental terms may be negotiated on the basis of fixed rates (flat rent leases) or percentages of the lessee's gross income derived from business conducted on the property, with a provision for a minimum rent on percentage leases.

F. Percentage Leases

Minimum Rent

The minimum rent component for a new percentage lease shall be set at no less than eighty percent (80%) of the fair market rent as defined above. In certain cases, a portion of the minimum rent may be abated for new construction or redevelopment on the leasehold. The minimum rent shall be adjusted upward throughout the duration of the lease at intervals of not more than every five (5) years to reflect no less than eighty percent (80%) of the average annual rent actually paid or accrued during the three (3) years preceding the adjustment. In no event shall the adjusted minimum rent be less than the minimum rent in existence immediately preceding the adjustment.

Percentage Rates

Percentage leases shall provide for adjustments of percentages rates every five (5) years to current fair market rates as established by appraisals of prevailing market percentage rates primarily within the Southern California area.

G. Flat Rate Leases

Market Rate Adjustments

Flat rate leases shall provide for upward adjustment of rent every five (5) years to current fair market rent.

Consumer Price Index Adjustments

Flat rate leases shall provide for upward adjustment of rent in the interval term between market rate adjustments by changes in the consumer price index. The index used for consumer price index adjustments will be the All Urban Consumers index for Los Angeles - Riverside - Orange County, California with a base year of 1982-84. If the U.S. Department of Labor indices are no longer published, another substitute index generally recognized as authoritative will be used. Flat rate leases may include pre-determined periodic increases to rent instead of consumer price index adjustments. These periodic increases would occur at least every five (5) years.

H. Rent Arbitration

Leases can provide for binding arbitration when the City and lessee cannot agree on the new rent for a rental period under review. The City and lessee shall each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser to determine the fair market rent. If the two selected appraisers fail to mutually select a third appraiser, then the third appraiser will be appointed in accordance with the rules of the American Arbitration Association. The City and lessee shall pay the cost of its own selected appraiser and equally share the cost of the third appraiser.

I. Appraisal Assumptions

City leases shall include a definition of the fair market value to be used to adjust rent and an identification of the premise for that value. In establishing the fair market value of leased property, any appraisal shall consider the property as a fee simple absolute estate and as vacant and available for lease or sale for the authorized purposes of the lease at the commencement of the rental period under review. Rates established for purposes of periodic percentage rental adjustments shall not consider any abatement as may be appropriate in a "new" development of vacant land. It shall also be assumed that all required regulatory approvals to permit the use authorized in the lease have been obtained.

J. Lease Term

Short-Term Lease

The City Manager, at all times, shall have power, without advertising, notice, or competitive bidding, to lease any City property for a term of three (3) years or less (short-term lease). The City Council will be notified of a short-term lease not later than fifteen (15) days following its execution. A short-term lease may not be renewed without approval of the City Council. The City Manager, or designee may also execute rental agreements covering up to eighteen (18) months for tenant occupancy of City-owned residential housing.

Long-Term Lease

A lease in excess of three (3) years requires a resolution passed by a majority vote of all members of the City Council. The length of lease term shall be based on the level

of capital improvements to be made by the lessee and the economic life expectancy of the development. These factors can be determined utilizing cost estimating and economic life expectancy resources such as tables provided by Marshall Valuation Service. The City may consider other relevant information in determining if a longer lease term is warranted, such as if the proposed leasehold development is expected to generate above average returns to the City or significantly improve the quality of the property. A lease shall not exceed 55 years unless the conditions set forth in Government Code section 37380(b) are met,

K. Lease Amendments

Amendments to long-term leases require City Council approval. The City's agreement to an amendment may be contingent upon updating sections of the lease to incorporate current City standard lease provisions and an adjustment to fair market rent.

L. Subleases

A lessee may sublease all or part of the leased property to a qualified sub-lessee subject to approval by the City. No sublease shall be approved which would be detrimental to the City's rights under the master lease or for a use that is not consistent with uses allowed by the master lease. The City Manager may authorize subleases which meet these conditions and which do not require amendment of the master lease. Unless special circumstances exist. Leases shall provide for the City to receive a minimum of fifty percent (50%) of the incremental gross rental revenues due to the lessee from subleases.

M. Leasehold Financing

The City will not subordinate its fee interest to encumbrances placed against any leasehold by a lessee. The City Council may approve appropriate financial encumbrances of the leasehold interest, which provide that all loan proceeds are used for authorized improvement of the property until the leasehold is fully developed in accordance with the lease. City staff shall take appropriate steps to review the proposed financing and insure that loan proceeds go into the leasehold. Maximum loan proceeds shall not be in excess of seventy-five percent (75%) loan-to-value, where "value" refers to the leasehold improvements, as determined by a lender's appraisal which has been reviewed and approved by City staff. The loan term shall not exceed the term of the lease.

Loans or refinancing in the form of encumbrances against the lease for the purpose of reducing equity or financing the sale of leasehold interest will not be allowed until the property is fully developed for uses authorized in the lease. After the property is developed, such financing may be permitted so long as there is also substantial benefit to be gained by the City. This may take the form of either a percentage share of the loan proceeds or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market.

N. Leasehold Improvements

Leasehold improvements installed by lessees shall be removed at the lease termination without cost to the City, or will revert to the City, at the City's option. All leasehold improvements and alterations require prior written approval of the City Council.

O. Maintenance and Utilities Responsibility

City leases shall require the lessee to maintain all improvements on the property at its own expense and be responsible for the cost of all utilities. Leases for multi-tenanted space shall include specific requirements delineating appropriate responsibilities.

P. Lease Audits

All percentage leases may be audited by the City's Finance Department in the first year of operation to establish proper reporting procedures and at least once every three (3) years thereafter. More frequent audits may be made if appropriate. The City shall reserve the right to audit all other leases and agreements subject to this Council Policy, if determined to be warranted by the City's Finance Department.

Q. Leasehold Assignments

Requests for assignment of leasehold interest shall be evaluated on the same basis as the criteria used in evaluating a leasehold proposal. The City Manager may authorize assignments which do not require amendment of the master lease. Consent may be contingent on the payment of additional consideration to the City, either as a percentage share of the purchase price of the leasehold interest or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market. If new financing is involved in the sale, the requirements of 'Leasehold Financing' shall apply.

R. Lease Extensions & Renewals

Requests from existing lessees for lease extensions or renewals may be considered if such proposals promote capital investment and redevelopment of City property. Whenever an existing lessee is seeking renewal of an expiring long-term lease that is not contemplated in a previously approved property management plan, the City Manager will bring the issue before the applicable City Council Committee with an appropriate recommendation. In addition to the criteria used to assess new lease proposals, City staff also will review the lessee's history with respect to: maintenance of the property; compliance with existing lease terms; prompt rent payments; and a rental return consistent with maximizing the property's full potential.

The lessee must propose capital investment that: will increase the value or the useful life of the leasehold improvements by an amount more than can be reasonably amortized over the remaining lease term; is not recurring in nature; and is at least ten percent (10%) or more of the value of the existing improvements. It specifically

should exclude expenditures to correct deferred maintenance and expenditures for repairs to keep the existing improvements in good condition. The length of any extended lease term shall be calculated by the same method used for calculating the length of new leases.

S. City's Interest in Leasehold Improvements

City lease agreements provide the City the right to assume ownership of the leasehold improvements at the end of the lease. The value of the City's interest in the leasehold improvements can be appraised using widely accepted appraisal methods. In the event the City grants a lessee a lease extension, the City shall be compensated by an amount equal to the change in present value attributable to the deferral of its interest in the leasehold improvements. This amount either can be paid as an upfront payment at the beginning of the extended term or amortized over time with appropriate interest applied. The City shall offset from the value of its interest in the leasehold improvements any increased economic benefit derived from an extended lease. The City shall not receive any compensation for its interest in the leasehold improvements on leases extended prior to the last twenty percent (20%) of the existing term.

T. Leasing to Non- Profit Organizations

It shall be the policy of the City Council to allow direct negotiation with nonprofit organizations for the use of City-owned lands for the purpose of providing the community with cultural, recreational, educational enrichment, and other public services to the citizens and visitors of National City. Relative to this policy the following will apply:

1. Available City property shall be leased at fair market value to nonprofit organizations when it is deemed by Council that appropriate public benefit will be derived.
2. The only discount in the land rental rate which will be considered is that which will be a direct offset to City expenditures. An example would be where the non-profit organization is constructing and operating a facility to provide a service that would otherwise be a recognized obligation of the City to provide.
3. Council approval of a prospective nonprofit organization's use of City-owned land shall be obtained prior to commencement of lease negotiations.
4. No lease will become effective until firm financial commitments have been obtained under an appropriate lease option arrangement.
5. Lessees will be required to construct, operate, and maintain the premises at their sole cost.
6. Lessees shall be incorporated nonprofit organizations under the laws of the State of California.
7. Development on parklands shall be in conformance with City park development plans, and construction shall comply with City park design criteria.

ADOPTED: June 19, 1984

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8. Lessees shall provide desired services and facilities to the general public without discrimination as to race, color, creed, sex, age, or national origin.
9. When leases permit revenue producing activities, some measure of rental compensation shall be paid to the City. However, this provision will not apply to occasional fund raising events provided the funds are used exclusively for the specified purpose(s) of the lease.
10. Properties with significant potential for commercial, industrial, or scientific research uses shall not be available for nonprofit use.
11. Subleases will be considered on their individual merits by the City and consistency with conditions placed upon the City. Fees generated from subleasing will belong to the City and be deposited with the City upon receipt by the Agency.

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Related Policy References

Government Codes: 37350 and 37380

Government Codes: 54200-54232, 54235-54237

Prior Policy Amendments

August 14, 1990

January 22, 2019



City Council Policy #901: Amendment to Expand Homeownership

SEPTEMBER 19, 2023

CARLOS AGUIRRE, ACTING DEPUTY CITY MANAGER

Page 203 of 223



Background

- Policy #105* request was submitted by Councilmember Rodriguez to review and discuss Policy #901 Management of Real Property (Sale, Lease, Rental, Surplus)
 - Intent of the request was to consider a policy that expands homeownership opportunities on City-owned properties
- Staff proposed draft language for the Amendment to Policy #901 on August 15, 2023, and was directed by the City Council to make additional revisions to the Policy.
- Housing Strategic Plan provides an inventory of all City-owned properties zoned for housing and identifies housing priority sites.
 - Objective #3: Special consideration is provided to homeownership opportunities

City Council Policy #901*

Revised per City Council direction given at the August 15, 2023 meeting.

Policy# 901 purpose:

- (1) procedures for disposition of surplus property;
- (2) provides a methodology for the sale and exchange of City-owned real estate;
- (3) policies for leasing City-owned property; and
- (4) to require a study and development of homeownership units with maximized affordability on city-owned property (parcels) zoned for residential use and include a 75% local preference for residents of National City.*

*Proposed Amendment

City Council Policy #901

Amendment Continued

- When a City-owned property is considered for disposition, a study will be conducted using various development models and conditions that impact the project budget, development, and unit affordability.
- The findings and considerations from the study by the Housing Authority must be presented to City Council for review.
- The City Council may accept the study or direct staff to issue a request for proposals for on the subject property.

City Council Policy #901

Amendment Continued

A study of a property will analyze and evaluate various development models for homeownership, which may include:

- **Condominiums**
- **Townhomes**
- **Limited-Equity Cooperatives**
- **Rent-to-Own Units**
- **Community Land Trusts**
- **Other Models or Combinations Thereof**

Various conditions and options will be studied and evaluated that may impact the project budget, development, and unit affordability for homeownership, which may include:

- **Construction Defect Insurance Law**
- **Gap Financing Options**
- **State Legislation**
- **Deed Restrictions**
- **Ratio of market rate to affordable homeownership units**
- **Unit size and distribution with an emphasis on larger units**
- **Funding available to subsidize affordable homeownership such as pre-paid mortgage insurance or first-time homebuyer programs**
- **Other Conditions and Options**

PROPOSED AMENDMENT TO
CITY COUNCIL POLICY #901
QUESTIONS & COMMENTS

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CITY COUNCIL POLICY NO. 901, ENTITLED "MANAGEMENT OF REAL PROPERTY," TO REQUIRE A STUDY AND DEVELOPMENT OF HOMEOWNERSHIP UNITS WITH MAXIMIZED AFFORDABILITY ON CITY-OWNED PROPERTY ZONED FOR RESIDENTIAL USE AND INCLUDE A 75% LOCAL PREFERENCE OR RESIDENTS OF NATIONAL CITY.

WHEREAS, the City of National City is the owner of substantial real property that is used for various municipal purposes; and

WHEREAS, as public service needs change, the requirements for these properties may be revised and, on occasion, certain parcels may be in excess of the City's current need, which requires that each individual site be reviewed in terms of its potential for future public use, as well as its potential economic benefit to the City; and

WHEREAS, the purpose of Policy No. 901 entitled "Management of Real Property" is to 1) establish a procedure by which unused and marginally used City-owned real estate is reviewed for its potential public use, and for designating unneeded parcels for lease or sale; 2) provide a methodology for the sale or exchange of City-owned real estate; and 3) establish policies for the leasing and rental of City-owned real property; and

WHEREAS, on February 21, 2023, the City Council of City of National City ("City Council") provided direction to City staff to create a policy that would prioritize homeownership development in National City on City-owned property; and

WHEREAS, on August 15, 2023, the City Council provided further direction to City staff to amend the Policy No. 901; and

WHEREAS, on September 19, 2023, staff presented an amendment to the purpose of Policy No. 901 requiring a study and development of homeownership units with maximized affordability on city-owned property zoned for residential use and to include a 75% local preference or residents of National City.

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

Section 1: That the City Council hereby approves the amendment of City Council Policy No. 901, entitled 'Management of Real Property,' attached hereto.

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

PASSED and ADOPTED this 19th day of September, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

Barry J. Schultz, City Attorney

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Management of Real Property (Sale, Lease, Rental, Surplus)	POLICY # 901
ADOPTED: June 19, 1984	AMENDED: September 19, 2023

Background:

The City of National City is owner of substantial real property which is used for various municipal purposes. As public service needs change, the requirements for these properties may be revised and, on occasion, certain parcels may be in excess of the City's current need. This requires that each individual site be reviewed in terms of its potential for future public use, as well as its potential economic benefit to the City.

The proceeds from the sale and lease of City-owned lands and the revenues generated from leases are normally utilized for General Fund purposes unless the property sold or leased belonged to a restricted program.

Purpose:

It is the purpose of this policy 1) to establish a procedure by which unused and marginally used City-owned real estate is reviewed for its potential public use, and for designating unneeded parcels for lease or sale; 2) to provide methodology for the sale or exchange of City-owned real estate and 3) to establish policies for the leasing of City-owned real property; and 4) to require a study and development of homeownership units with maximized affordability on city-owned property (parcels) zoned for residential use and include a 75% local preference for residents of National City.

Policy:

It is the City's policy to manage its real estate assets so that municipal needs which rely on these assets may be properly implemented. It is not the City's policy to speculate in real estate. The City Council will review City-owned real estate not used for municipal purposes and determine the appropriate use of the property. Those properties not needed for either City or public use within the foreseeable future, may be made available for lease or sale.

The City shall optimize the sale price or lease rent from City-owned real estate based on relevant factors, including 1) an appraisal reflecting current market value when either a transaction or authorization to sell or lease is presented to the City Council, 2) prevailing economic conditions and market trends, and 3) any special benefits to accrue from the sale or lease.

The City shall seek market value for its properties. Discounts will not be negotiated unless an extraordinary need or circumstance is recognized by Council Resolution setting

forth the amount of the discount from appraised value and the public purpose served in justification of the discount.

City staff under the direction of City Manager shall prepare and present to the City Council a comprehensive Property Management Plan with periodic reviews as needed, and updates to the City Council. The Property Management Plan shall include an overall review of the City's real estate portfolio (or inventory), an operating plan for corporate property, a disposition plan for surplus property, market research to support anticipated transactions and a request for authority to act within defined parameters (as described in this policy).

The major elements of the property management plan are to include:

- Property evaluation and characterization of real estate assets
- Strategy for City occupied real estate
- Investment Portfolio Plan (leases to for-profit tenants)
- Review of not-for-profit leases
- Disposition Plan for surplus assets
- Business Case development review to support proposed transactions
- Legal document development and review

Procedure for sale of City-owned Real Estate:

A. Real Estate Review

As part of an overall property management plan for the City's real estate assets, staff will review the City's property inventory to determine which properties are no longer needed for public facilities or to support the elements of the General Plan and whose disposition will provide a greater public benefit.

B. Homeownership Requirement

City-owned property zoned for residential use requires a study and development of homeownership units with maximized affordability on city-owned property zoned for residential use and includes a 75% local preference for residents of National City.

When a City-owned property is considered for disposition by the City or Housing Authority, a study will be conducted using various development models, conditions, and options that impact the project budget, development, and unit affordability. The findings and considerations from the study by the Housing Authority must be presented to City Council for review. The City Council may accept the study or direct staff to issue a request for proposals on the subject property.

The study will analyze and evaluate various development models for homeownership, which may include:

- Condominiums
- Townhomes
- Limited-Equity Cooperatives
- Rent-to-own units
- Community Land Trusts
- Other Models or Combinations Thereof

The subject property will also be studied and evaluated for various conditions and options that may impact the project budget, development, and unit affordability for homeownership, which may include:

- Construction Defect Insurance Law
- Gap Financing Options
- State Legislation
- Deed Restrictions
- Ratio of market rate to affordable homeownership units
- Unit size and distribution with an emphasis on larger units
- Funding available to subsidize affordable homeownership such as pre-paid mortgage insurance or first-time homebuyer programs
- Other Conditions and Options

C. Available Real Estate for Sale

A City-owned property may become available for sale if:

- The property is not currently used by the City or does not support a municipal function; and
- The property is vacant and has no foreseeable use by the City; and
- The property is a non-performing or under-performing asset and greater value can be generated by its sale; and
- Significant economic development opportunities can be generated by selling the property.

Factors to be considered in determining whether a property should be sold include:

- Will the City be relieved of potential liabilities and/or cost of maintaining property that does not generate income or provide public benefit?
- Property tax increment that will be created by returning the properties to the tax rolls.
- Stimulation of the economy by providing opportunities for private sector investment.
- Generation of revenue.
- The sale of the property will generate greater economic value than a ground lease if a ground lease is a feasible option.

D. Governmental Clearance Process

Government Code Section 54222 requires that a local agency proposing to dispose of surplus property must first notify all governmental agencies operating within the City as to the availability of the property. The agencies are given 60 days to respond with an intent to acquire, if not, the property may be deemed cleared for public sale.

Regarding the list of properties for sale:

- Governmental agencies are regularly contacted as the surplus list is updated.
- City departments are individually contacted as the surplus list is updated.
- Council members are given a preliminary review and opportunity to comment on foreseeable uses for the property.

E. Approval Process

- City-owned properties that have been identified by the City Manager as candidates for sale will be presented to the City Council for approval to be sold.
- If a property is of a type and location that would make a ground lease feasible, an economic analysis of the benefits of lease vs. sale will be conducted.
- If the property is zoned for residential use a study will be conducted using various development models, conditions, and options that impact the project budget, development, and unit affordability. The findings and considerations from the study by the Housing Authority must be presented to City Council for review. The City Council may accept the study or direct staff to issue a request for proposals on the subject property.
- If City Council determines that the property may be sold, it shall authorize City Manager to sell the property for a price equal to or greater than a minimum price established by a current (less than six months old) appraisal. The authorization to sell the property will be valid for twelve months from the date of City Council action.
- The City Manager or designee may enter into purchase and sale agreements, close escrows and execute and deliver grant deeds to the purchasers of the properties at prices equal to or greater than the minimum price approved by City Council on terms and conditions deemed reasonable, and in the City's best interests.
- City Manager or designee will provide a report to the City Council, regarding the price, terms, and conditions of all transactions.
- Properties that cannot be sold at a price equal to or greater than the minimum price approved by Council will be returned to Council for further consideration prior to disposition. Council approval will be required to sell a property at a price less than the minimum price previously approved by the City Council.

F. Method of Sale

Properties may be sold by any method allowed by City Council Policy. This includes direct negotiation, request for proposal, listing with a broker, sealed bid, auction or other appropriate method as determined by the City Council. Possible method of sale for all properties will be included in the enabling resolution authorizing their sales.

G. Marketing

Properties offered for sale shall receive the widest possible exposure to the open marketplace. This may be accomplished through direct marketing techniques, such as requests for proposals (RFP), advertising, exposure through the real estate media, posting the property on the multiple listing service, or any other appropriate method. When appropriate, properties may be listed for sale with qualified real estate brokers. The authorization to utilize the services of a real estate broker will be contained in the enabling resolution.

H. Real Estate Brokers

Real estate brokers may be used to represent the City in the sale of its properties. Brokers will be selected for individual assignments through Requests for Proposals (RFP) or Requests for Qualifications (RFQ) and a subsequent bid or other methods that result in the City receiving the services of a qualified broker at the best value to the City. The maximum approved commission rate will be contained in the enabling resolution for the property's sale. If the property is listed with a broker, the City reserves the right to exclude from the listing agreement potential buyers whose interest in purchasing a subject property has been made a part of the record prior to the execution of such agreement.

I. Exclusively Negotiated Sales

It will be the City's policy to insure the highest price for its real estate by pursuing open market transactions. However, on certain occasions, an exclusively negotiated sale may be justified as applicable and may be approved under one of the following conditions:

1. When a parcel is landlocked.
2. When the sale is to a contiguous owner.
3. When a fee interest in a pipeline or other right-of-way is no longer required, it may be sold to a contiguous owner. A restrictive pipeline easement of adequate width or other required easements will be reserved from said sale.
4. When other governmental, public and quasi-public agencies submit acquisition proposals a sale may be consummated. These agencies shall include but not be limited to: Federal, State, and County agencies; school districts, special districts, and regulated utility companies.
5. When qualified non-profit institutional organizations offer to purchase City-owned land, a negotiated sale may be consummated at fair market value providing there is: 1) a development commitment, and 2) a right to repurchase or a reversion upon

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a condition subsequent. Institutional organizations such as places of public assembly, hospitals, extended care facilities, private schools and community service organizations are required to develop under the City's conditional use permit procedure.

6. When a property has been offered by public auction and no acceptable bids were received, it may be sold on a negotiated basis to any applicant submitting an acceptable offer within six months following the date of auction.
7. Real property exchanges may be consummated by direct negotiation. However, exchanges will be considered only with other governmental agencies or when there is an advantage to the City.

J. Rezoning

Prior to completion of the sales transaction, City land shall be considered for rezoning in accordance with the General Plan, existing community plans or other City Council direction if a higher sale price will result. Also, all unnecessary easements affecting title to the property shall be removed if this will result in a commensurate increase in value.

K. Easements

The City will receive current fair market value for the removal of restrictive easements or access rights previously paid for by the City or other governmental agency or reserved in a sale of City property.

L. Priority Handling

Since time is of essence in land transactions, all such actions by the City Council and staff shall be given the highest priority and special handling.

M. Public Utilities Installed by Private Entities

The applicant for the use of unimproved City land for public purposes, such as streets, sewers, and other public utilities, shall compensate the City for the fair market value of the rights to be granted by the City. The amount of compensation shall be established by appraisal.

Procedure for leasing City-owned Real Property

The City of National City has a very diverse real estate portfolio. While the policies herein are to act as the standard that governs most leases, the City acknowledges that parts of its leasing portfolio have specialized needs or restrictions. In these cases, this policy will act as a framework for a sub-policy that will govern a specific area. Should a conflict arise between the framework policy and the sub-policy, the sub-policy will govern.

A. Criteria for Leasing

City property shall be considered for leasing when one or more of the following criteria apply:

1. The property is not required for current municipal use, but is to be held for possible future use and can be leased as an interim measure.
2. The property can only be leased because of legal restraints. For example, property held under Tideland trust grants or as dedicated parks.
3. The City requires substantial control over development, use and reuse of the property.
4. The property has the immediate potential of a high return to the City because of its high demand and type of use, such as commercial and industrial land.
5. The property can be efficiently utilized by a provider of services needed by the City.
6. The property can be leased to promote a substantial economic development opportunity.

B. Property Management Plan

The City Council may approve the execution of lease transactions that meet the terms of the City's asset strategy for a particular property previously approved by City Council in an overall Property Management Plan. Negotiated transactions that fall outside of the parameters of an approved Property Management Plan either will be submitted individually for City Council approval, or deferred until the next periodic update and approval of the plan.

C. Lessee Selection for New Leases

Competitive offers for lease of City property shall be solicited from the open market place. This may be accomplished through a number of marketing techniques, such as Request for Proposals (RFPs), a marketing subscription system, direct advertising, use of a Multiple Listing Service (MLS), listing with a broker, posting the property and any other appropriate means.

In certain limited situations, the City may exclusively consider a single proposal for lease of City property. Potential lessees wishing to exclusively negotiate with the City must submit for City staff review a business case with sufficient justification as to how it is capable of optimizing the use of the property and return to the City, thereby negating the need for a competitive process. This information will be included when the lease transaction is presented for City Council approval.

Leasehold proposals shall be evaluated in terms of:

1. The degree to which the proposed use is in compliance with the City's strategic plan for the property.
2. In terms of the amount of consideration offered in the form of rent.
3. In terms of the financial feasibility of the proposal.
4. The capability, expertise and experience of the potential lessee with respect to the proposed leasehold development and operation.
5. If new development is proposed, a development plan that includes a description of the development team and its qualifications.

6. The details of each person or entity that will have an interest in the proposed lease
7. Special public benefits to be derived (if any).

D. Rate of Return

The City shall obtain fair market rents for its leases commensurate with the highest and best use of the property. The fair market rent shall be based on an appraisal that complies with the definition of Market Rent found in the Uniform Standards of Professional Appraisal Practice (USPAP) published by the Appraisal Foundation. The appraisal shall be no more than six months old at the time the lease transaction is presented for City Council approval. If the cost of an appraisal is not justified by the anticipated rents, the City may choose an alternative method to establish rent. City leases shall contain terms and conditions which will sustain a fair rate of return throughout the duration of the lease.

E. Rental Terms

Rental terms may be negotiated on the basis of fixed rates (flat rent leases) or percentages of the lessee's gross income derived from business conducted on the property, with a provision for a minimum rent on percentage leases.

F. Percentage Leases

Minimum Rent

The minimum rent component for a new percentage lease shall be set at no less than eighty percent (80%) of the fair market rent as defined above. In certain cases, a portion of the minimum rent may be abated for new construction or redevelopment on the leasehold. The minimum rent shall be adjusted upward throughout the duration of the lease at intervals of not more than every five (5) years to reflect no less than eighty percent (80%) of the average annual rent actually paid or accrued during the three (3) years preceding the adjustment. In no event shall the adjusted minimum rent be less than the minimum rent in existence immediately preceding the adjustment.

Percentage Rates

Percentage leases shall provide for adjustments of percentages rates every five (5) years to current fair market rates as established by appraisals of prevailing market percentage rates primarily within the Southern California area.

G. Flat Rate Leases

Market Rate Adjustments

Flat rate leases shall provide for upward adjustment of rent every five (5) years to current fair market rent.

Consumer Price Index Adjustments

Flat rate leases shall provide for upward adjustment of rent in the interval term between market rate adjustments by changes in the consumer price index. The index used for consumer price index adjustments will be the All Urban Consumers index for Los Angeles - Riverside - Orange County, California with a base year of 1982-84. If the U.S. Department of Labor indices are no longer published, another substitute index generally recognized as authoritative will be used. Flat rate leases may include pre-determined periodic increases to rent instead of consumer price index adjustments. These periodic increases would occur at least every five (5) years.

H. Rent Arbitration

Leases can provide for binding arbitration when the City and lessee cannot agree on the new rent for a rental period under review. The City and lessee shall each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser to determine the fair market rent. If the two selected appraisers fail to mutually select a third appraiser, then the third appraiser will be appointed in accordance with the rules of the American Arbitration Association. The City and lessee shall pay the cost of its own selected appraiser and equally share the cost of the third appraiser.

I. Appraisal Assumptions

City leases shall include a definition of the fair market value to be used to adjust rent and an identification of the premise for that value. In establishing the fair market value of leased property, any appraisal shall consider the property as a fee simple absolute estate and as vacant and available for lease or sale for the authorized purposes of the lease at the commencement of the rental period under review. Rates established for purposes of periodic percentage rental adjustments shall not consider any abatement as may be appropriate in a "new" development of vacant land. It shall also be assumed that all required regulatory approvals to permit the use authorized in the lease have been obtained.

J. Lease Term

Short-Term Lease

The City Manager, at all times, shall have power, without advertising, notice, or competitive bidding, to lease any City property for a term of three (3) years or less (short-term lease). The City Council will be notified of a short-term lease not later than fifteen (15) days following its execution. A short-term lease may not be renewed without approval of the City Council. The City Manager, or designee may also execute rental agreements covering up to eighteen (18) months for tenant occupancy of City-owned residential housing.

Long-Term Lease

A lease in excess of three (3) years requires a resolution passed by a majority vote of all members of the City Council. The length of lease term shall be based on the level

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of capital improvements to be made by the lessee and the economic life expectancy of the development. These factors can be determined utilizing cost estimating and economic life expectancy resources such as tables provided by Marshall Valuation Service. The City may consider other relevant information in determining if a longer lease term is warranted, such as if the proposed leasehold development is expected to generate above average returns to the City or significantly improve the quality of the property. A lease shall not exceed 55 years unless the conditions set forth in Government Code section 37380(b) are met,

K. Lease Amendments

Amendments to long-term leases require City Council approval. The City's agreement to an amendment may be contingent upon updating sections of the lease to incorporate current City standard lease provisions and an adjustment to fair market rent.

L. Subleases

A lessee may sublease all or part of the leased property to a qualified sub-lessee subject to approval by the City. No sublease shall be approved which would be detrimental to the City's rights under the master lease or for a use that is not consistent with uses allowed by the master lease. The City Manager may authorize subleases which meet these conditions and which do not require amendment of the master lease. Unless special circumstances exist. Leases shall provide for the City to receive a minimum of fifty percent (50%) of the incremental gross rental revenues due to the lessee from subleases.

M. Leasehold Financing

The City will not subordinate its fee interest to encumbrances placed against any leasehold by a lessee. The City Council may approve appropriate financial encumbrances of the leasehold interest, which provide that all loan proceeds are used for authorized improvement of the property until the leasehold is fully developed in accordance with the lease. City staff shall take appropriate steps to review the proposed financing and insure that loan proceeds go into the leasehold. Maximum loan proceeds shall not be in excess of seventy-five percent (75%) loan-to-value, where "value" refers to the leasehold improvements, as determined by a lender's appraisal which has been reviewed and approved by City staff. The loan term shall not exceed the term of the lease.

Loans or refinancing in the form of encumbrances against the lease for the purpose of reducing equity or financing the sale of leasehold interest will not be allowed until the property is fully developed for uses authorized in the lease. After the property is developed, such financing may be permitted so long as there is also substantial benefit to be gained by the City. This may take the form of either a percentage share of the loan proceeds or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market.

N. Leasehold Improvements

Leasehold improvements installed by lessees shall be removed at the lease termination without cost to the City, or will revert to the City, at the City's option. All leasehold improvements and alterations require prior written approval of the City Council.

O. Maintenance and Utilities Responsibility

City leases shall require the lessee to maintain all improvements on the property at its own expense and be responsible for the cost of all utilities. Leases for multi-tenanted space shall include specific requirements delineating appropriate responsibilities.

P. Lease Audits

All percentage leases may be audited by the City's Finance Department in the first year of operation to establish proper reporting procedures and at least once every three (3) years thereafter. More frequent audits may be made if appropriate. The City shall reserve the right to audit all other leases and agreements subject to this Council Policy, if determined to be warranted by the City's Finance Department.

Q. Leasehold Assignments

Requests for assignment of leasehold interest shall be evaluated on the same basis as the criteria used in evaluating a leasehold proposal. The City Manager may authorize assignments which do not require amendment of the master lease. Consent may be contingent on the payment of additional consideration to the City, either as a percentage share of the purchase price of the leasehold interest or an upward adjustment to the rent. Either of which shall be based on commercially reasonable comparables found in the market. If new financing is involved in the sale, the requirements of 'Leasehold Financing' shall apply.

R. Lease Extensions & Renewals

Requests from existing lessees for lease extensions or renewals may be considered if such proposals promote capital investment and redevelopment of City property. Whenever an existing lessee is seeking renewal of an expiring long-term lease that is not contemplated in a previously approved property management plan, the City Manager will bring the issue before the applicable City Council Committee with an appropriate recommendation. In addition to the criteria used to assess new lease proposals, City staff also will review the lessee's history with respect to: maintenance of the property; compliance with existing lease terms; prompt rent payments; and a rental return consistent with maximizing the property's full potential.

The lessee must propose capital investment that: will increase the value or the useful life of the leasehold improvements by an amount more than can be reasonably amortized over the remaining lease term; is not recurring in nature; and is at least ten percent (10%) or more of the value of the existing improvements. It specifically

should exclude expenditures to correct deferred maintenance and expenditures for repairs to keep the existing improvements in good condition. The length of any extended lease term shall be calculated by the same method used for calculating the length of new leases.

S. City's Interest in Leasehold Improvements

City lease agreements provide the City the right to assume ownership of the leasehold improvements at the end of the lease. The value of the City's interest in the leasehold improvements can be appraised using widely accepted appraisal methods. In the event the City grants a lessee a lease extension, the City shall be compensated by an amount equal to the change in present value attributable to the deferral of its interest in the leasehold improvements. This amount either can be paid as an upfront payment at the beginning of the extended term or amortized over time with appropriate interest applied. The City shall offset from the value of its interest in the leasehold improvements any increased economic benefit derived from an extended lease. The City shall not receive any compensation for its interest in the leasehold improvements on leases extended prior to the last twenty percent (20%) of the existing term.

T. Leasing to Non- Profit Organizations

It shall be the policy of the City Council to allow direct negotiation with nonprofit organizations for the use of City-owned lands for the purpose of providing the community with cultural, recreational, educational enrichment, and other public services to the citizens and visitors of National City. Relative to this policy the following will apply:

1. Available City property shall be leased at fair market value to nonprofit organizations when it is deemed by Council that appropriate public benefit will be derived.
2. The only discount in the land rental rate which will be considered is that which will be a direct offset to City expenditures. An example would be where the non-profit organization is constructing and operating a facility to provide a service that would otherwise be a recognized obligation of the City to provide.
3. Council approval of a prospective nonprofit organization's use of City-owned land shall be obtained prior to commencement of lease negotiations.
4. No lease will become effective until firm financial commitments have been obtained under an appropriate lease option arrangement.
5. Lessees will be required to construct, operate, and maintain the premises at their sole cost.
6. Lessees shall be incorporated nonprofit organizations under the laws of the State of California.
7. Development on parklands shall be in conformance with City park development plans, and construction shall comply with City park design criteria.

8. Lessees shall provide desired services and facilities to the general public without discrimination as to race, color, creed, sex, age, or national origin.
9. When leases permit revenue producing activities, some measure of rental compensation shall be paid to the City. However, this provision will not apply to occasional fund raising events provided the funds are used exclusively for the specified purpose(s) of the lease.
10. Properties with significant potential for commercial, industrial, or scientific research uses shall not be available for nonprofit use.
11. Subleases will be considered on their individual merits by the City and consistency with conditions placed upon the City. Fees generated from subleasing will belong to the City and be deposited with the City upon receipt by the Agency.

U. Security Deposits

The standard security deposit for a new lease agreement shall be equivalent to two (2) month's rent. The security deposit may take the form of cash, an instrument of credit or a faithful performance bond. For a lessee making a substantial investment in improvements, the security deposit will be refunded upon completion of the improvements.

Related Policy References

Government Codes: 37350 and 37380

Government Codes: 54200-54232, 54235-54237

Prior Policy Amendments

August 14, 1990

January 22, 2019