



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

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

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, OCTOBER 5, 2021 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

JOSE RODRIGUEZ
Vice Mayor

MARCUS BUSH
Councilmember

RON MORRISON
Councilmember

MONA RIOS
Councilmember

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

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

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

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

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

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

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

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

indicate General Public Comment in the subject line. All email comments received by 4:00 p.m. on the day of the meeting will be emailed to the City Council Members and made a part of the official record.

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

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

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

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

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

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

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

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

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

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

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please

contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

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

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

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

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

Envíe su comentario público antes de la sesión: Para enviar un comentario por escrito, envíe un correo electrónico a PublicComment@nationalcityca.gov, proporcione el número del tema o asunto de la agenda y el título del tema o asunto en la línea de asunto de su correo electrónico. Los comentarios o testimonios públicos se limitan a tres (3) minutos. Si el comentario no se relaciona con un tema o asunto específico de la agenda, indique Comentario Público General en la línea de asunto. Todos los comentarios por correo electrónico recibidos antes de las 4:00 p.m. del día de la sesión se enviarán por correo electrónico a los miembros del Concejo Municipal y formarán parte del acta oficial.

Regístrese en línea y participe en los comentarios públicos en vivo durante la sesión: Para proporcionar comentarios públicos en vivo durante la sesión, debe registrarse previamente en el sitio web del Ayuntamiento en

<https://www.nationalcityca.gov/publiccomment> **antes de las 4:00 p.m.** del día de la junta ordinaria para incorporarse a la sesión del Concejo Municipal.

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

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

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

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

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

¿Preguntas sobre comentarios públicos o protocolos del Concejo Municipal?
Comuníquese con la Oficina de la Secretaria del Ayuntamiento al teléfono (619) 336-4228, o por correo electrónico a Clerk@nationalcityca.gov.

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

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

CALENDARIO DE CONSENTIMIENTO: Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City Recognizes Samahan Health Center in Honor of Filipino American History Month.](#)
2. [Fire Prevention Month.](#)

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

3. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
4. [Approval of Meeting Minutes: City Council and Community Development Commission - Housing Authority of the City of National City Virtual Regular Meeting September 7, 2021; Special Meeting of the City Council of the City of National City Virtual Special Closed Session Meeting September 7, 2021 and Virtual Pension Obligation Bonds Workshop September 7, 2021. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City approving and authorizing: 1\) the Mayor to execute the Standard Assurances for the FY20 State Homeland Security Grant Program and 2\) the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \\$54,383 for FY20 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments. \(Fire\)](#)

6. [Resolution of the City Council of the City of National City: \(1\) approving an Affordable Housing Density Bonus Agreement with Clara Futura Investments, LLC, a California Limited Partnership, restricting the rent and occupancy of one \(1\) unit to a very low income household in exchange for a Density Bonus and three concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 14 housing units located at 1924 Harding Avenue in National City; and \(2\) approving a Subordination and Intercreditor Agreement subordinating said Affordable Housing Density Bonus Agreement. \(Housing Authority\)](#)
7. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with AK & Company for preparation and filing of State mandated cost reimbursement \(SB 90\) claims for the periods ending June 30, 2021 to June 30, 2024 with the option to extend the agreement for three additional one-year extensions. \(Finance\)](#)
8. [Resolution of the City Council of the City of National City amending the Agreement between the City of National City and Dean Gazzo Roistacher 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 \\$ 35,000 for a new total not-to-exceed amount of \\$110,000. \(City Attorney\)](#)
9. [City Council Meeting Schedule for December 2021 and January 2022. \(City Clerk\)](#)
10. [Temporary Use Permit – Harvest Fest hosted by Heart Revolution Church at 1920 Sweetwater Road on October 29, 2021 from 6 p.m. to 9 p.m. with no waiver of fees. \(Community Development\)](#)
11. [Investment transactions for the month ended August 31, 2021. \(Finance\)](#)
12. [Warrant Register #8 for the period of 8/18/21 through 8/24/21 in the amount of \\$1,417,232.65. \(Finance\)](#)
13. [Warrant Register #9 for the period of 8/25/21 through 8/31/21 in the amount of \\$670,351.23. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

14. [Adoption of a Resolution to Require AB 361 Findings Regarding Teleconference Meetings. \(City Clerk\)](#)
15. [Annual Review of the City Council Policy Manual and Adopt a Resolution of the City of National City, California Approving Amended City Council Policy](#)

[Manual Updates to Policies No. 104, 105, 502, and Eliminate Policies 112, and 703. \(City Clerk\)](#)

NEW BUSINESS

16. [Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at a new restaurant \(Hero’s Café\) located at 801 National City Boulevard, Suite 105. \(Applicant: Natalia Garcia\) \(Case File 2021-20 CUP\) \(Planning\)](#)
17. [Notice of Decision – Planning Commission approval of a Conditional Use Permit for the addition of off-site distilled spirits sales \(Type 21\) and modification of alcohol sales area at an existing beer and wine-licensed convenience store \(Kegs & Beer\) located at 1811 ‘L’ Avenue. \(Applicant: Jose A. Perez\) \(Case File 2021-06 CUP\) \(Planning\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

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

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - October 19, 2021 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Recognizes Samahan Health Center in Honor of Filipino American History Month.](#)
Please scroll down to view the backup material.

Item # ____
10/05/21

**National City Recognizes Samahan Health Center
in Honor of Filipino American History Month**

The following page(s) contain the backup material for Agenda Item: [Fire Prevention Month](#).
Please scroll down to view the backup material.

Item # ____
10/05/21

Fire Prevention Month

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

Please scroll down to view the backup material.

Item # ____

10/05/21

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of Meeting Minutes: City Council and Community Development Commission - Housing Authority of the City of National City Virtual Regular Meeting September 7, 2021; Special Meeting of the City Council of the City of National City Virtual Special Closed Session Meeting September 7, 2021 and Virtual Pension Obligation Bonds Workshop September 7, 2021. \(City Clerk\)](#)
Please scroll down to view the backup material.

Item # _____

10-5-2021

APPROVAL OF MEETING MINUTES

CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY VIRTUAL REGULAR MEETING - September 7, 2021

SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY VIRTUAL SPECIAL CLOSED SESSION MEETING - September 7, 2021

VIRTUAL PENSION OBLIGATION BONDS WORKSHOP - September 7, 2021

(City Clerk)



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

September 7, 2021

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

The City Council minutes are prepared and ordered to correspond to the City Council Agenda. Agenda Items can be taken out of order during the meeting. The Agenda Items were considered in the order presented.

A. CITY COUNCIL

CALL TO ORDER

The meeting was called to order at 6:02 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Deputy City Clerk Chapel called the roll.

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

Other Elected Officials present: Beauchamp, Molina

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Gilman, Williams, Denham, Meteau, Aguirre, Olson, Yano, Parra, Barrera, Valdez, Ryan, Brennan, Martinez, Vergara, and Tellez.

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

PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Morrison led the Pledge of Allegiance.

PUBLIC COMMENTS

Mayor Sotelo-Solis summarized the process for acceptance of live public comment allowing three (3) minutes per comment and introduced City Clerk Molina.

Five (5) spoken comments were registered and spoken into the record: Becky Rapp, Barbara Gordon, Kelly McCormick, Judi Strang, and Tyler James.

One (1) written comment was received and read into the record: Ted Godshalk.

PROCLAMATIONS AND CERTIFICATES

Mayor Sotelo-Solis announced the meeting would be adjourned in memory of Virginia Sanchez, National City community member, and Ed Rosales, Housing Assistant with the City of National City's Section 8 Housing Program. Dr. Mark Sanchez was introduced to share thoughts on his mother, Virginia Sanchez.

1. National City Celebrates San Diego Gives Day.

Mayor Sotelo-Solis presented the proclamation to Adrianna O'Donnell, representative of San Ysidro Health, and Ali Colbran, representative of Feeding San Diego.

Public Comment: None

Received and filed.

AWARDS AND RECOGNITIONS – No agenda items.

PRESENTATIONS

2. Capital Improvement Program (CIP) Update.

Mayor Sotelo-Solis introduced Director of Public Works Yano who provided a PowerPoint presentation titled "CIP Update". Mr. Yano introduced the current contractors who work with the City: Byron Wade with Project Professionals Corporation, Matt Capuzzi with Chen Ryan Associates Inc., JT Barr with Schmidt Design Group, and Jim Neri with Neri Landscape Architecture.

Public Comment: None

Received and filed.

INTERVIEWS / APPOINTMENTS

3. Appointment of the City of National City District Sales Tax "Proposition D" Independent Review Committee.

Mayor Sotelo-Solis introduced Director of Administrative Services Brennan who provided the report.

Consensus of Councilmembers to appoint Dr. Sherry Ryan, Director & Professor, San Diego State University School of Public Affairs; Ray Major, Chief Economist, San Diego Association of Governments (SANDAG); and Meya Alomar, Revenue Manager, City of Chula Vista.

Public Comment: None.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to appoint the recommended candidates.

Motion carried by unanimous vote.

4. Project Labor Standards and Policies – Ad Hoc Committee Appointment.

Mayor Sotelo-Solis introduced the item and explained the reason it has returned for clarification on her appointment of herself along with Councilmember Rios.

Public Comment: None.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Rios, to appoint Mayor Sotelo-Solis and Councilmember Rios to the Ad Hoc Committee.

Ayes: Bush, Rios, Sotelo-Solis

Nays: Morrison, Rodriguez

Motion carried by 3 to 2 votes.

REGIONAL BOARDS AND COMMITTEE REPORTS

Port Commissioner Naranjo reported on the business and operations of the San Diego Unified Board of Port Commissioners. One public meeting was held to allow for discussion on commercial cannabis sales and consumption. One public meeting was held as a stimulus workshop for input on the allocation of Federal ARPA funds.

Councilmember Bush reported on the South County Economic Development meeting that presented on the National City unemployment rate at 7.6%, regional housing prices, and funding for the balanced plan.

Councilmember Rios reported on the Sweetwater Authority's new programs including payment relief for rate payers, and the quality of water. She also announced the opening for a new General Manager at Sweetwater Authority.

Councilmember Morrison had nothing to report.

Vice-Mayor Rodriguez had nothing to report.

Mayor Sotelo-Solis reported on the San Diego Metropolitan Transit System and the new Coaster services. She also reported on the inaugural Live Well program and the recognition for National City.

CONSENT CALENDER

Items 7, 8, 10, 11, and 21 were pulled for discussion.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Bush, to approve the Consent Calendar Items 5 through 25, pulling items 7, 8, 10, 11 and 21 for public comment and City Council discussion.

Motion carried by unanimous vote.

5. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only.

6. Approval of Meeting Minutes: City Council and Community Development Commission - Housing Authority: Virtual Regular Meetings: June 15, 2021, August 3, 2021, and August 17, 2021. City Council Virtual Special Closed Session Meeting June 15, 2021, Virtual Social Equity Workshop June 15, 2021, Virtual Special Closed Session Meetings July 13, August 3, and August 17, 2021, and Successor Agency Virtual Special Meeting August 3, 2021.
7. *Pulled for discussion.*
8. *Pulled for discussion.*
9. Adopted Resolution 2021-116. Resolution of the City Council of the City of National City approving an Affordable Housing Density Bonus Agreement with Highland Pacifica, LLC, for the development of 16 units located at 2428 Highland Avenue and restricting the rent and occupancy of two (2) units to very low-income households in exchange for a density bonus pursuant to California Government Code Sections 65915 - 65918.
10. *Pulled for discussion.*
11. *Pulled for discussion.*
12. Adopted Resolution 2021-119. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with Neri Landscape Architecture for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, landscape architecture (including urban planning and design); and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.
13. Adopted Resolution 2021-120. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with Schmidt Design Group, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, landscape architecture (including urban planning and design); and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.
14. Adopted Resolution 2021-121. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Project Professionals Corporation, increasing the not-to-exceed amount by \$1,000,000 for a total Agreement amount of \$3,000,000, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.
15. Adopted Resolution 2021-122. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Chen Ryan Associates, Inc., increasing the not-to-exceed amount by \$1,000,000 for a total Agreement amount of \$3,000,000, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability

- reviews; long-range planning; grants management; community outreach and communications.
16. Adopted Resolution 2021-123. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with National City Electric, increasing the not-to-exceed amount by \$40,000, for a total Agreement amount of \$100,000 and delegating the City Manager authority to approve any future extensions of this Agreement, due to the demand and continuous need for assistance with specialized electrical maintenance services.
 17. Adopted Resolution 2021-124. Resolution of the City Council of the City of National City: 1) awarding a contract to SWCS, Inc. in the not-to-exceed amount of \$230,704.00 for the Camacho Recreation Center HVAC Replacement Project, CIP No. 20-07; 2) authorizing a 15% contingency in the amount of \$34,605.60 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.
 18. Adopted Resolution 2021-125. Resolution of the City Council of the City of National City: 1) awarding a contract to National Electric Works, Inc. in the not-to-exceed amount of \$344,163.00 for the Civic Center Basement Power Upgrade Project, CIP No. 20-03; 2) authorizing a 15% contingency in the amount of \$51,624.45 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.
 19. Adopted Resolution 2021-126. Resolution of the City Council of the City of National City: 1) awarding a contract to Wright Construction Engineering Corp. in the not-to-exceed amount of \$818,733.60 for the Paradise Creek Mitigation Project at Kimball Way, CIP No. 19-35; 2) authorizing a 15% contingency in the amount of \$122,810.04 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.
 20. Adopted Resolution 2021-127. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Hinderliter De Llamas & Associates for tax and fee administrative services, extending the Agreement to December 31, 2021, with the option to extend year to year thereafter, and adding compliance services; 2) authorizing a General Fund appropriation of \$67,000 and corresponding revenue budget for the contracted services.
 21. *Pulled for discussion.*
 22. Adopted Resolution 2021-129. Resolution of the City Council of the City of National City authorizing the installation of 80 feet of “No Parking for vehicles over 6 feet high” signage and 10 feet of red curb “No Parking” on the north side of E. 16th Street, west of “K” Avenue, to improve visibility at the intersection. (TSC No. 2021-15).
 23. Adopted Resolution 2021-130. Resolution of the City Council of the City of National City authorizing the installation of red curb “No Parking” at the intersection of E. 22nd Street and “B” Avenue and the intersection of E. 22nd Street and “C” Avenue in order to improve visibility at the intersection. (TSC No. 2021-16).
 24. Ratified Warrant Register #3 for the period of 7/14/21 through 7/20/21 in the amount of \$1,460,028.90.

25. Ratified Warrant Register #4 for the period of 7/21/21 through 7/27/21 in the amount of \$2,246,558.11.

ITEMS PULLED FROM CONSENT CALENDER

7. Adopted Resolution 2021-114. Resolution of the City Council of the City of National city authorizing the Mayor to enter into a Revised/Amended Memorandum of Agreement with the County of San Diego by and through its Health and Human Services Agency (HHSA) Mobile Crisis Response Team (MCRT) for broad range of health and social services to community residents including trauma informed behavioral health services.

Councilmembers provided comments.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the resolution.

Motion carried by unanimous vote.

8. Adopted Resolution 2021-115. Resolution of the City Council of the City of National City authorizing the acceptance of annual grant funds & the establishment of an appropriation and corresponding revenue budget for the Regional Realignment Response Group (R3) based upon a Memorandum of Agreement signed by the Chief of Police pursuant to Council Resolution 2020-129 between the National City Police Department, the County of San Diego (San Diego Sheriff's Department and Probation Department) and municipal law enforcement agencies throughout the County for support of R3G Operations in the amount of \$67,000.

Councilmembers provided comments and asked clarifying questions. Responses were provided by Chief Tellez.

Public Comment: None

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

Motion carried by unanimous vote.

10. Adopted Resolution 2021-117. Resolution of the City Council of the City of National City authorizing the establishment of a General Fund appropriation of \$73,802 and use of General Fund balance in FY22 for operation of Las Palmas Pool during FY21.

Councilmembers provided comments and asked clarifying questions. Responses were provided by Diana Thomas, Executive at EXOS.

Public Comment: None

ACTION: Motion by Vice-Mayor Rodriguez, seconded by Councilmember Bush, to adopt the Resolution.

Motion carried by unanimous vote.

11. Adopted Resolution 2021-118. Resolution of the City Council of the City of National City awarding and authorizing the Mayor to execute agreements for Towing and Impound

Services with the top two-ranked providers: A to Z Enterprises, Inc., DBA Road One Towing and Alexandra Investments, Inc., DBA Angelo's Towing and Recovery with a term of October 1, 2021 - September 30, 2023.

Councilmembers provided comments and asked clarifying questions. Responses were provided by Chief Tellez, Sergeant Ballardo, and Captain Hernandez.

Public Comment:

One (1) spoken comment was registered and spoken into the record: Mira Pollante.

ACTION: Motion by Councilmember Rios, seconded by Councilmember Morrison, to adopt the Resolution.

Ayes: Bush, Morrison, Rios, Sotelo-Solis

Nays: Rodriguez

Motion carried by 4 to 1 vote.

21. Adopted Resolution 2021-128. Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.222 regarding open market procedure and authorizing the purchase and build-out of one (1) R 1250 RT-P Motorcycle in an amount not-to-exceed \$34,995.15 from sole source vendor BMW of Escondido.

Councilmember asked clarifying questions. Responses were provided by Chief Tellez.

Public Comment:

One (1) written comment was received and read into the record: Coyote Moon.

ACTION: Motion by Councilmember Morrison, seconded by Vice-Mayor Rodriguez, to adopt the Resolution.

Motion carried by unanimous vote.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

26. Adopted Resolution No. 2021-131. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending Sections 18.20.020, 18.21.040, 18.21.050, 18.45, and 18.50, and addition of Sections 18.30.380 and 18.30.390 of Title 18 (Zoning) of the National City Municipal Code.

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

Mayor Sotelo-Solis introduced City Manager Raulston who introduced David Welch, Associate Planner, and Martin Reeder, Principal Planner. Mr. Welch provided a PowerPoint presentation titled "Code Amendments of NCMC Sections 18.20.020, 18.21.040, 18.21.050, 18.45, and 18.50, and Addition of Sections 18.30.380 and 18.30.390 Related to Accessory Dwelling Units and Junior Accessory Dwelling Units."

Mayor Sotelo-Solis declared the Public Hearing open at 9:02 p.m.

Public Comment:

One (1) written comment was received and read into the record: Ted Godshalk.

ACTION: Motion by Mayor Sotelo-Solis, seconded by Councilmember Bush, to close the Public Hearing at 9:04 p.m.

Motion carried by unanimous vote.

ACTION: Motion by Councilmember Morrison, seconded by Mayor Sotelo-Solis, to continue the item to October 5 for first reading allowing staff time to determine what State mandates are.

Ayes: Morrison, Rios, Sotelo-Solis

Nays: Bush, Rodriguez

Motion carried by 3 to 2 vote.

NON CONSENT RESOLUTIONS

27. Adopted Resolution No. 2021-132. Resolution of the City Council of the City of National City ratifying and authorizing the Mayor to execute a one-year agreement between the City of National City and McAlister Institute for Treatment and Education, Incorporated (“McAlister”) for the provision of homeless case management and supportive services for an amount not to exceed \$313,532.

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

No report was presented.

Director of Housing Authority Aguirre summarized the Item and introduced Marisa Varond, Executive Director, McAllister. Ms. Varond provided a PowerPoint presentation titled “Healing Lives Through the Miracle of Recovery.”

Public Comment: None.

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

Motion passed by unanimous vote.

Mayor Sotelo-Solis recessed at 9:21 p.m. and reconvened the meeting at 9:30 p.m. with all members present.

NEW BUSINESS

28. Notice of Decision – Planning Commission approval of a Conditional Use Permit for the addition of live entertainment and expansion of approved operating hours for alcohol sales at an existing restaurant (Gerry’s Grill) located at 3030 Plaza Bonita Road, Suite 2510. (Applicant: Steve Rawlings)

City Clerk Molina read the title of the Notice of Decision into the record.

Mayor Sotelo-Solis introduced Principal Planner Reeder who received comments from the Councilmembers.

Public Comment: None.

ACTION: Motion by Councilmember Morrison, seconded by Vice-Mayor Rodriguez, to file the Notice of Decision.

Motion passed by unanimous vote.

29. Discussion and direction pertaining to amending the National City Municipal Code Title 2 - Administration by adding Chapter 2.02 - City Attorney.

Mayor Sotelo-Solis introduced City Attorney Bell who provided the report.

Public Comment: None.

ACTION: Motion by Councilmember Rios, seconded by Mayor Sotelo-Solis to approve the proposed amendment.

Motion passed by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY

No agenda items.

C. REPORTS

STAFF REPORTS

30. City Manager Report.

City Manager Raulston provided a report on current COVID-19 efforts, and upcoming community events.

MAYOR AND CITY COUNCIL

31. Community Benefit Agreements/Project Labor Standards and Policies.

Mayor Sotelo-Solis introduced Vice-Mayor Rodriguez.

ACTION: Motion by Vice-Mayor Rodriguez, seconded by Councilmember Bush, to direct Staff to work with the building trades and return within 60 days with an informational presentation about Project Labor Agreements.

Councilmember Morrison asked the maker of the motion if he would be willing to consider including BIA. The maker of the motion agreed.

Councilmember Bush asked the maker of the motion if he would be willing to amend the motion to include the direction for the ad hoc committee to work with Staff, and the building trades, and report back within 60 days. The maker of the motion agreed.

Councilmember Rios requested clarification from City Attorney about an overlap of direction or scope between the ad hoc committee and the full board.

City Attorney Bell suggested that there be separation of actions between the Vice Mayor's request to agendaize PLAs for discussion by the Council, and the request for Council to give direction to the ad hoc committee.

Mayor Sotelo-Solis made a substitute motion to allow the ad hoc committee to seek information and present an exhaustive list of questions for the building trades to answer, and bring the information back to the Council, and not with a time certain constraint. Substitute motion was seconded by Councilmember Rios.

Ayes: Rios, Sotelo-Solis

Nays: Bush, Morrison, Rodriguez

Motion failed by 3 to 2 vote.

Original motion by Vice-Mayor Rodriguez, seconded by Councilmember Bush, to direct Staff and the ad hoc committee to work with the building trades Council and ask the Council to provide an informational presentation to the full City Council about Project Labor Agreements within sixty (60) days.

Councilmember Rios asked for a friendly amendment to include direction by City Council to the ad hoc committee as to the scope of work and exhaustive list of questions, following the building trades presentation. The maker of the motion did not agree to the friendly amendment.

Ayes: Morrison, Rodriguez

Nays: Bush, Rios, Sotelo-Solis

Motion failed by 3 to 2 vote.

Motion by Councilmember Bush, seconded by Councilmember Rios, to direct Staff to work with ad hoc committee, with building trades, on the new benefits agreement on the PLA, both included including but not limited to policies for local hire, apprenticeship, CIP projects, and the Building Trades, Ad Hoc Committee and City Staff return to City Council recommendation on within 90 days on framework of a policy

Ayes: Bush, Rios, Rodriguez, Sotelo-Solis

Nays: Morrison

Motion passed by 4 to 1 vote.

CLOSED SESSION

CLOSED SESSION REPORT

Mayor Sotelo-Solis introduced City Attorney Bell who provided the report.

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

Government Code Section 54956.9(d)(1)

Name of Case: *Mario Toledo Bedolla, et al. v. City of National City*

San Diego Superior Court – Central Division Case No. 37-2019-00054733-CU-PO-CTL

City Attorney Bell reported that there was direction given by City Council by unanimous vote.

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

Government Code Section 54956.9(d)(1)

Name of Case: *Eugene R. Hawkinson v. City of National City, et al.*

San Diego Superior Court – Case No. 37-2020-00018398-CU-PA-CTL

City Attorney Bell reported that there was direction given by City Council by unanimous vote.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: *Tammy Davis v. City of National City, et al.*

United States District Court, Southern District of California – Case No. 19-CV-534-BEN-BGS

City Attorney Bell reported that there was no action or direction provided by City Council.

4. PUBLIC EMPLOYEE EMPLOYMENT

Government Code Section 54957

Performance Evaluation: City Attorney

City Attorney Bell reported that there was no action or direction provided by City Council.

5. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Employee Organizations: Municipal Employees' Association (SEIU, Local 221), National City Firefighters Association (Local 2744), Police Officers Association (POA)

Unrepresented Groups: Executive, Confidential, and Management

Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Molly Brennan (Administrative Services Director), Jose Tellez (Chief of Police), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

City Attorney Bell reported that there was no action or direction provided by City Council.

MAYOR AND CITY COUNCIL

City Clerk Molina gave recognition to the 20th anniversary of the September 11 attacks, and reminded citizens to vote in the CA Gubernatorial Recall election that is ongoing through September 14, 2021.

City Treasurer Beauchamp spoke favorably for the Mobile Crisis Response Team (MCRT) and the agreement with McAlister. He also gave mentioned to the Acapulco earthquake that occurred today.

At 10:47 p.m., Motion by Vice-Mayor Rodriguez, seconded by Councilmember Morrison, to continue the Council meeting for 10 minutes to complete the remaining items on the agenda. Mayor Sotelo-Solis asked for a friendly amendment to continue with no time limit. Friendly amendment was not accepted.

Substitute motion by Councilmember Rios, seconded by Mayor Sotelo-Solis, to continue the Council meeting to complete the remaining items on the agenda with no time limit.

Ayes: Bush, Rios, Sotelo-Solis

Nays: Morrison, Rodriguez

Motion failed by 3 to 2 vote.

Councilmember Morrison reminded community members of the upcoming annual Automobile Heritage Festival & Car Show, and movie night event. He also disputed the facts regarding formation of ad hoc committees.

Councilmember Rios provided clarification regarding ad hoc committees as well as the intent of the discussion today concerning the building trades.

Councilmember Bush had no comments.

Vice-Mayor Rodriguez spoke about the commemoration of Labor Day.

Mayor Sotelo-Solis invited members of the public to this week’s Lowrider Ad Hoc Committee forum and the September 11th Remembrance Ceremony. She thanked her colleagues for the discussions today.

ADJOURNMENT

The meeting adjourned in memory of adjourned in memory of Virginia Sanchez and Ed Rosales.

Mayor Sotelo-Solis adjourned to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City to be held Tuesday, September 21, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 10:56 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of October 5, 2021.

Alejandra Sotelo-Solis, Mayor



MINUTES OF A SPECIAL MEETING NATIONAL CITY COUNCIL

September 7, 2021

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

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 3:03 p.m. by Mayor Sotelo-Solis.

ROLL CALL

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

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Brennan, Gomez, Munoz, Tellez, Valadez, and Yano.

Consultants/Advisors: Eddie Kreisberg.

PUBLIC COMMENTS

None.

Members retired into Closed Session at 3:08 p. m.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: *Mario Toledo Bedolla, et al. v. City of National City*

San Diego Superior Court – Central Division Case No. 37-2019-00054733-CU-PO-CTL

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: *Eugene R. Hawkinson v. City of National City, et al.*

San Diego Superior Court – Case No. 37-2020-00018398-CU-PA-CTL

Members retired into Closed Session at 3:08 p.m. and returned at 3:26 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Bell Jr., Gomez, and Yano.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Name of Case: *Tammy Davis v. City of National City, et al.*

United States District Court, Southern District of California – Case No. 19-CV-534-BEN-BGS

Members retired into Closed Session at 3:26 p.m. and returned at 3:42 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Bell Jr., Gomez, and Tellez. Mr. Gomez left the meeting at 3:42 p.m.

4. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957
Performance Evaluation: City Attorney

Members retired into Closed Session at 3:42 p.m. and returned at 3:58 p.m. with all members present in attendance: Bush, Morrison, Rios, Rodriguez, Sotelo-Solis, Bell Jr.

5. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organizations: Municipal Employees' Association (SEIU, Local 221), National City Firefighters Association (Local 2744), Police Officers Association (POA)
Unrepresented Groups: Executive, Confidential, and Management
Agency Designated Representatives: Eddie Kreisberg (Labor Negotiator), Brad Raulston (City Manager), Tony Winney (Assistant City Manager), Molly Brennan (Administrative Services Director), Jose Tellez (Chief of Police), Paul Valadez (Budget Manager - Finance), Lilia Munoz (Human Resources Manager)

Members retired into Closed Session at 3:58 p.m. and returned at 5:08 p.m. with all members present in attendance: Morrison, Rios, Rodriguez, Sotelo-Solis, Raulston, Winney, Bell Jr., Brennan, Valadez, and Munoz.

Guest: Eddie Kreisberg (Labor Negotiator)

Councilmember Bush left the meeting at 5:00 p.m.

CLOSED SESSION REPORT PROVIDED AT END OF REGULAR MEETING

Members returned from Closed Session at 5:08 p.m. with all members present.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Special Meeting to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City to be held Tuesday, September 7, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 5:08 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of October 5, 2021.

Alejandra Sotelo-Solis, Mayor



**MINUTES OF A SPECIAL MEETING
NATIONAL CITY COUNCIL
PENSION OBLIGATION BONDS WORKSHOP**

September 7, 2021

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

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 5:10 p.m. by Mayor Sotelo-Solis.

ROLL CALL

Deputy City Clerk Chapel called roll.

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

Administrative Officials present: Raulston, Winney, Bell Jr., Chapel, Brennan, and Valadez.

PUBLIC COMMENT

None.

PENSION OBLIGATION BONDS WORKSHOP

1. Report on CalPERS Unfunded Accrued Liability Restructuring and Issuance of 2021 Pension Obligation Bonds.

Mayor Sotelo-Solis introduced City Manager Raulston who introduced Director of Administrative Services Brennan who provided the report. Mike Meyer, Vice President of NHA Advisors, provided the PowerPpoint presentation titled "Pension Obligation Bond Status Update and Next Steps".

Public Comments: None.

ACTION: Provided Staff Direction and File.

2. Resolution of the City Council of the City of National City adopting City Council Policy #202 entitled “Pension Funding Policy”.

Mayor Sotelo-Solis introduced Director of Administrative Services Brennan who summarized the item.

Councilmembers asked clarification questions and Staff provided responses.

Public Comments: None.

ACTION: Motion by Councilmember Morrison, seconded by Councilmember Bush to adopt Resolution No. 2021-113.

Motion passed by unanimous vote.

ADJOURNMENT

Mayor Sotelo-Solis adjourned to the Special Meeting to the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City to be held Tuesday, September 7, 2021 at 6:00 p.m. via teleconference.

The meeting adjourned at 5:52 p.m.

Luz Molina, City Clerk

The foregoing minutes were approved at the Regular Meeting of October 5, 2021.

Alejandra Sotelo-Solis, Mayor

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving and authorizing: 1\) the Mayor to execute the Standard Assurances for the FY20 State Homeland Security Grant Program and 2\) the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \\$54,383 for FY20 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments. \(Fire\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: October 5, 2021

AGENDA ITEM NO. |

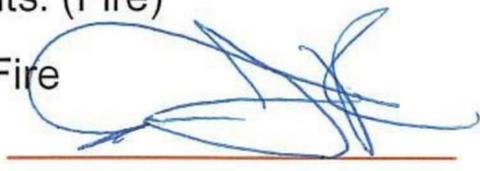
ITEM TITLE:

Resolution of the City Council of the City of National City approving and authorizing 1) the Mayor to execute the Standard Assurances for the FY20 State Homeland Security Grant Program and 2) the establishment of Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \$54,383 for FY20 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: (619) 336-4551

APPROVED BY: 

EXPLANATION:

The FY20 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for Police and Fire personnel. The San Diego County Office of Emergency Services coordinates the requests for equipment, training, exercises, and planning. In order to receive grant funds, National City must authorize the submission of the Standard Assurances for the FY20 State Homeland Security Grant Program. National City's allocation was \$53,506 and Lincoln Acres was \$877 as we are their contracted Fire and EMS provider for a grand total of \$54,383 for equipment. The funds will be divided evenly between the City's Police and Fire Department.

This grant program requires the City to incur expenses, and then apply for reimbursement. In order to be eligible for reimbursement, the Police and Fire Departments must purchase and/or receive the items prior to the May 31, 2022 deadline. The appropriation will be used to purchase Fire-APX 6000 portable radios, Police-mass casualty incident kit, patient litters designed for rapid extrication of the injured, nerve agent treatment, individual first aid trauma kits, Fire-Genesis rescue system, designed similar to Jaws of Life but battery operated, and personal escape systems, designed to aid in the escape from a compromised incident, system designed for both Fire and Police Department.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Expenditure Account: 282-411-957-518-0000 Equipment - \$27,191.50, 282-412-957-518-0000 Equipment - \$27,191.50

Revenue Account: 282-11957-3498 - \$27,191.50 & 282-12957-3498 - \$27,191.50. No City match required.

ENVIRONMENTAL REVIEW:

No CEQA Exemption - This action is not subject to review under the California Environmental Quality Act (CEQA)

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. California Governor's Office of Emergency Services FY2020 Standard Assurances
2. FY20 SHSG Approved Allocation
3. Resolution



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated 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 an 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 any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at:
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

FY 2020 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT ALLOCATION PROPOSAL

JURISDICTION	FY2019 - ALLOCATION			FY2020 - PROPOSAL						
	CITIES	LE - 25% of FY19 Allocation	Non-LE Allocation	TOTAL	Sworn LE Personnel Figures (2019)	LE - 25% of FY20 Allocation	Non-LE Population (2019)	Non-LE Allocation	TOTAL	% Change from FY2019 to FY2020
CARLSBAD	16,609	65,233	81,842	129	19,234	115,241	68,518	87,752	7.22%	
CHULA VISTA	32,351	145,572	177,923	224	33,398	271,411	154,596	187,994	5.66%	
CORONADO	6,499	16,394	22,893	43	6,411	24,199	18,338	24,749	8.11%	
DEL MAR	-	7,271	7,271	-	-	4,451	7,453	7,453	2.50%	
EL CAJON	17,909	60,470	78,379	126	18,787	105,559	63,181	81,968	4.58%	
ENCINITAS	-	38,189	38,189	-	-	63,390	39,939	39,939	4.58%	
ESCONDIDO	22,819	84,601	107,420	159	23,707	152,739	89,185	112,892	5.09%	
ESCONDIDO RINCON DEL DIABLO	-	7,461	7,461	-	-	-	7,826	7,826	4.89%	
IMPERIAL BEACH	-	19,800	19,800	-	-	27,448	20,129	20,129	1.66%	
LA MESA	9,965	37,192	47,157	69	10,288	60,820	38,522	48,810	3.51%	
LEMON GROVE	-	19,101	19,101	-	-	27,208	19,996	19,996	4.69%	
NATIONAL CITY	13,576	37,716	51,292	95	14,164	62,307	39,342	53,506	4.32%	
NATIONAL CITY - LINCOLN ACRES	-	836	836	-	-	-	877	877	4.90%	
OCEANSIDE	32,496	98,203	130,699	225	33,547	178,021	103,120	136,667	4.57%	
POWAY	-	31,384	31,384	-	-	50,320	32,735	32,735	4.30%	
SAN DIEGO	294,626	-	294,626	2,043	304,610	-	-	304,610	3.39%	
SAN MARCOS	-	55,326	55,326	-	-	98,369	59,218	59,218	7.03%	
SAN MARCOS FPD	-	7,504	7,504	-	-	-	7,871	7,871	4.89%	
SANTEE	-	34,950	34,950	-	-	58,408	37,193	37,193	6.42%	
SOLANA BEACH	-	12,324	12,324	-	-	13,933	12,679	12,679	2.88%	
VISTA	-	59,326	59,326	-	-	101,987	61,212	61,212	3.18%	
VISTA FPD	-	10,546	10,546	-	-	-	11,061	11,061	4.88%	
TOTAL CITIES	446,850	849,399	1,296,249	3,113	464,146	1,415,811	892,991	1,357,137	4.70%	
FIRE DISTRICTS/OTHER										
ALPINE FPD	-	13,228	13,228	-	-	15,658	13,630	13,630	3.04%	
DEER SPRINGS FPD	-	11,693	11,693	-	-	12,737	12,020	12,020	2.80%	
JULIAN-CUYAMACA FPD	-	7,145	7,145	-	-	-	-	-	-100.00%	
LAKESIDE FPD	-	37,940	37,940	-	-	62,684	39,550	39,550	4.24%	
NORTH COUNTY FPD	-	32,009	32,009	-	-	51,397	33,329	33,329	4.12%	
PORT OF SAN DIEGO	19,208	-	19,208	134	19,979	-	-	19,979	4.01%	
RANCHO SANTA FE FPD	-	22,883	22,883	-	-	34,031	23,757	23,757	3.82%	
SAN MIGUEL FPD	-	70,844	70,844	-	-	125,300	74,062	74,062	4.54%	
VALLEY CENTER FPD	-	13,738	13,738	-	-	16,628	14,165	14,165	3.11%	
TOTAL FIRE DISTRICTS/OTHER	19,208	209,480	228,688	134	19,979	318,435	210,513	230,492	0.79%	
2-1-1 SAN DIEGO CONTRACT		70,000	70,000				70,000	70,000	0.00%	
COUNTY DEPTS										
UDC SHARE	0	102,357	102,357	-	-	-	102,357	102,357	0.00%	
M&A (5%)	0	169,294	169,294	-	-	-	175,669	175,669	3.77%	
HHSA-EMS	-	80,000	80,000	-	-	-	80,000	80,000	0.00%	
OES	-	1,058,882	1,058,882	-	-	-	1,103,503	1,103,503	4.21%	
SHERIFF	380,416	-	380,416	2,644	394,219	-	-	394,219	3.63%	
TOTAL COUNTY DEPTS	380,416	1,410,533	1,790,949	2,644	394,219	-	1,461,528	1,855,747	3.62%	
TOTAL ALLOCATIONS	846,474	2,539,412	3,385,886	5,891	878,344	1,734,246	2,635,032	3,513,376	3.77%	

Notes:

*Personnel Cap: Each jurisdiction's allocation has a personnel cap of 50%.

*San Diego Sheriff includes: Unincorporated San Diego County and the contracted cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING AND AUTHORIZING 1) THE MAYOR TO EXECUTE THE STANDARD ASSURANCES FOR THE FY20 STATE HOMELAND SECURITY GRANT PROGRAM AND 2) THE ESTABLISHMENT OF REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATIONS AND CORRESPONDING REVENUE BUDGETS EACH IN AMOUNTS TOTALING \$54,383 FOR FY20 STATE HOMELAND SECURITY GRANT PROGRAM FUNDS FOR A REIMBURSABLE GRANT PURCHASE OF EQUIPMENT FOR THE POLICE AND FIRE DEPARTMENTS

WHEREAS, the Fiscal Year (“FY”) 20 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for Police and Fire personnel; and

WHEREAS, the San Diego County Office of Emergency Services coordinates the requests for equipment, training, exercises, and planning and, to receive grant funds, the City National City (“City”) must authorize the submission of the Standard Assurances for the FY 20 State Homeland Security Grant Program; and

WHEREAS, to be eligible for reimbursement, the FY 20 State Homeland Security Grant Program requires the City first to incur expenses, and after that, apply for reimbursement for the City’s Police and Fire Department purchases of the equipment, which is required to occur before May 31, 2022; and

WHEREAS, the City’s allocation for equipment totaled \$53,506 and Lincoln Acres allocation totaled \$877, for a total of \$54,383 which will be divided evenly between the City’s Police and Fire Departments; and

WHEREAS, City staff recommends the utilization of \$54,383 of City funds for equipment for the City’s Police and Fire Departments and to request reimbursement for such expenses from the San Diego County Office of Emergency Services; and

WHEREAS, City staff requests City Council authorizes the Mayor to sign the Standard Assurances for the FY 20 State Homeland Security Grant Program; and

WHEREAS, City staff further requests that City Council authorize establishing a Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \$54,383 for FY20 State Homeland Security Grant Program funds a reimbursable grant purchase of equipment for the Police and Fire Departments.

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

Section 1: Authorizes the Mayor to sign the Standard Assurances for the FY 20 State Homeland Security Grant Program.

Section 2: Authorizes establishing a Reimbursable Grants City-Wide Fund appropriations and corresponding revenue budgets each in amounts totaling \$54,383 for FY20 State Homeland Security Grant Program funds for a reimbursable grant purchase of equipment for the Police and Fire Departments.

Section 3. 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 5th day of October, 2021

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: \(1\) approving an Affordable Housing Density Bonus Agreement with Clara Futura Investments, LLC, a California Limited Partnership, restricting the rent and occupancy of one \(1\) unit to a very low income household in exchange for a Density Bonus and three concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 14 housing units located at 1924 Harding Avenue in National City; and \(2\) approving a Subordination and Intercreditor Agreement subordinating said Affordable Housing Density Bonus Agreement. \(Housing Authority\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: | October 5, 2021 |

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City (1) approving an Affordable Housing Density Bonus Agreement with Clara Futura Investments, LLC, a California Limited Partnership, restricting the rent and occupancy of one (1) unit to a very low income household in exchange for a Density Bonus and three concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 14 housing units located at 1924 Harding Avenue in National City; and (2) approving a Subordination and Intercreditor Agreement subordinating said Affordable Housing Density Bonus Agreement.

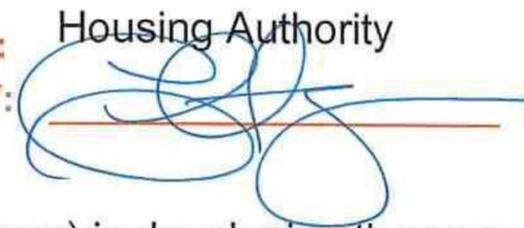
PREPARED BY:

Greg Rose, Property Agent

PHONE: | 619-336-4266 |

EXPLANATION:

DEPARTMENT: Housing Authority

APPROVED BY: 

Clara Futura Investments, LLC, a California Limited Partnership (Developer) is developing the property located at 1924 Harding Avenue. Current zoning allows for the construction of 10 units by right. The Developer will restrict the rent and occupancy of one (1) unit to a very low-income household (below 50% of area median income) in exchange for a density bonus of 35% and a deviation from front yard and street side yard setback requirements, a deviation from floor area ratio requirements, and a waiver from common open space requirements, mandated by California Government Code Sections 65915 – 65918. The Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the one (1) affordable unit and the restriction of the affordable unit by the recordation of this agreement assuring affordability for a total of fifty-five (55) years. A Performance Deed of Trust will also be recorded to secure the Agreement on the property. The Subordination Agreement establishes the City of National City as a Junior Lienholder. See Background Report for information on the Density Bonus Law.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: _____ **Finance**
APPROVED: _____ **MIS**

No Fiscal Impact – This report is informational only, there is no fiscal impact associated with the report.

ENVIRONMENTAL REVIEW:

The infill development project, including the density bonus incentives provided, is categorically exempt from CEQA review pursuant to Class 3 Section 15332.

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

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report and Site Plan
2. Affordable Housing Density Bonus Agreement
3. Performance Deed of Trust
4. Subordination Agreement
5. Resolution

BACKGROUND REPORT

California's Density Bonus Law is a mechanism that allows developers to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or senior units. The Density Bonus Law (found in California Government Code Sections 65915 – 65918) provides developers with powerful tools to encourage the development of affordable and senior housing, including up to a 35% increase in project densities, depending on the amount of affordable housing provided. The Density Bonus Law is about more than the density bonus itself, however. It is actually a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. Other tools include reduced parking requirements and incentives and concessions such as reduced setback and minimum square footage requirements. Often these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits. Sometimes these incentives are sufficient to make the project pencil out, but for other projects, financial assistance is necessary to make the project feasible.

In determining whether a development project would benefit from becoming a density bonus project, developers also need to be aware that:

- The density bonus is a state mandate. A developer who meets the requirements of the state law is entitled to receive the density bonus and other benefits as a matter of right. As with any state mandate, some local governments will resist complying with the state requirement. But many local governments favor the density bonus as a helpful tool to cut through their own land-use requirements and local political issues.
- Use of a density bonus may be particularly helpful in those jurisdictions that impose inclusionary housing requirements for new developments.
- Special development bonuses are available for developers of commercial projects who partner with affordable housing developers to provide onsite or offsite affordable housing. Special bonuses are also available for condominium conversion projects and projects that include child care facilities.
- The Legislature has recently added density bonuses for housing developments for foster youth, disabled veterans, homeless persons, and college students.

Cities and counties are required to grant a density bonus and other incentives or concessions to housing projects which contain one of the following:

- At least 5% of the housing units are restricted to very-low-income residents.
- At least 10% of the housing units are restricted to lower-income residents.
- At least 10% of the housing units in a for-sale common interest development are restricted to moderate-income residents.
- At least 10% of the housing units are for transitional foster youth, disabled veterans, or homeless persons, with rents restricted at the very-low-income level.
- At least 20% of the housing units are for low-income college students in housing dedicated for full-time students at accredited colleges.
- The project donates at least one acre of land to the city or county for very-low-income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.

- The project is a senior citizen housing development (no affordable units required).
- The project is a mobile home park age-restricted to senior citizens (no affordable units required).

Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for those units. As of January 1, 2015, the income and rent restrictions must remain in place for a 55-year term for very low or lower income units. Rents must be restricted as follows:

- For very-low-income units, rents may not exceed 30% x 50% of the area median income for a household size suitable for the unit.
- For lower-income units, rents may not exceed 30% x 60% of the area median income for a household size suitable for the unit.
- Area median-income is determined annually by regulation of the California Department of Housing and Community Development, based upon median-income regulations adopted by the U.S. Department of Housing and Urban Development.
- Rents must include a reasonable utility allowance.
- Household size appropriate to the unit means 1 for a studio unit, 2 for a one bedroom unit, 3 for a two bedroom unit, 4 for a three bedroom unit, etc. In many cases, achieving a reduction in parking requirements may be more valuable than the additional permitted units.

The Density Bonus Law is often used by developers to obtain more housing than the local jurisdiction would ordinarily permit, it can also be a helpful land use tool. The density bonus can provide a useful mechanism for increasing allowable density without requiring local officials to approve general plan amendments and zoning changes. A project that satisfies the requirements of the Density Bonus Law often can obtain the necessary land use approvals through the award of the density bonus units and requested concessions and incentives, without having to amend the underlying land use requirements.

Although there is no specific density bonus exemption from the California Environmental Quality Act, many density bonus projects are likely candidates for urban infill and affordable housing exemptions from CEQA. One commonly invoked exemption is the Class 32 urban infill exemption found in CEQA Guidelines Section 15332. That exemption is available if the project is consistent with applicable general plan designation and zoning, the site is five acres or less and surrounded by urban uses, is not habitat for endangered, rare or threatened species, does not have any significant effects relating to traffic, noise, air quality or water quality, and is adequately served by utilities and public services. Other exemptions are available for high density housing projects near major transit stops (CEQA Guidelines Section 15195) and affordable housing projects of up to 100 units (CEQA Guidelines Section 15194).

Developer incentives are; deviation from front yard and street side yard setback requirements, a deviation from floor area ratio requirements, and a waiver from common open space requirements.

50% Area Median Income Limits for National City effective April 1, 2021								
Family Size	1	2	3	4	5	6	7	8
	\$42,450	\$48,500	\$54,550	\$60,600	\$65,450	\$70,300	\$75,150	\$80,000

The site plans for the apartment project at 1924 Harding Avenue start on the following page.

THIS PROJECT WILL BE PRIVATELY FUNDED AND WILL CONSIST OF PRIVATE HOUSING.

GENERAL NOTES

- THIS SITE PLAN IS INTENDED TO BE DIAGRAMMATIC AND FOR GENERAL REFERENCE ONLY. FOR MORE DETAILED SITE INFORMATION SEE THE GRADING PLANS (SHEETS 02.0 - 02.0) PREPARED BY CORRY ENGINEERING.
- THERE ARE NO ENVIRONMENTALLY SENSITIVE LANDS IN THIS DEVELOPMENT.
- THERE ARE NO BUS STOPS EXISTING OR PROPOSED IN THIS DEVELOPMENT.
- THE BUILDING WILL BE FULLY FIRE SPRINKLERED PER BUILDING CODE REQUIREMENTS AND EQUIPPED WITH A FIRE ALARM SYSTEM SATISFACTORY TO THE FIRE MARSHALL.
- PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMITS, THE OWNER SHALL ENTER INTO A MAINTENANCE AGREEMENT FOR THE ONGOING PERMANENT BMP MAINTENANCE.
- REFER TO THE GRADING AND EROSION CONTROL PLANS FOR SITE DRAINAGE INFORMATION.
- PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMITS, THE OWNER SHALL INCORPORATE (INTO THE CONSTRUCTION PLANS) ANY CONSTRUCTION BEST MANAGEMENT PRACTICES NECESSARY TO COMPLY WITH THE CITY OF NATIONAL CITY MUNICIPAL CODE.
- GENERAL CONTRACTOR TO GRADE PROPERTY AS REQUIRED TO MAINTAIN MIN 6" BELOW FINISH FLOOR TO FINISH GRADE.
- CONFIRM LOCATION OF ALL HARDSCAPE CONTROL AND EXPANSION JOINTS WITH ARCHITECT PRIOR TO POURING SLABWORK.
- WHERE SPECIFIC DETAILS ARE NOT SHOWN, IMPROVEMENTS SHALL CONFORM TO STANDARD PLANS & SPECIFICATIONS OF THE CITY OF NATIONAL CITY.
- REFER TO THE LANDSCAPE PLANS FOR DESCRIPTION AND LAYOUT OF ALL PROPOSED LANDSCAPING AND IRRIGATION FOR THE SITE.
- ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, BOTH EXISTING AND PROPOSED, ARE SHOWN ON THE SITE PLAN.
- AT HAZARDOUS VEHICULAR AREAS, DETECTABLE WARNING SURFACES SHALL BE YELLOW CONFORMING TO 89 33938 OF FEDERAL STANDARD 599C.
- ONLY APPROVED DRY-AD DETECTABLE WARNING PRODUCTS AND DIRECTIONAL SURFACES SHALL BE INSTALLED AS PROVIDED IN THE CALIFORNIA CODE OF REGULATIONS (CCR), TITLE 24, PART 1, CHAPTER 9, ARTICLE 2, 3 AND 4.
- REFER TO A03 FOR ACCESSIBLE ROUTE AND SITE ACCESSIBILITY INFO.

FIRE DEPT. NOTES

- APPROVED ADDRESS NUMBERS SHALL BE PLACED ON NEW BUILDING AND AT APPROPRIATE ADDITIONAL LOCATIONS AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROADWAY FRONTING THE PROPERTY FROM EITHER DIRECTION OF APPROACH.
- ADDRESS NUMBERS SHALL BE A MINIMUM OF 4 INCHES IN HEIGHT WITH A 1/2" STROKE, AND SHALL CONTRAST WITH THE BACKGROUND.
- ALL NEW STRUCTURES SHALL HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED PER NFPA 13R STANDARD AND THE CITY OF NATIONAL CITY STANDARDS.
- FIRE SPRINKLER SYSTEM PLANS SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OF NATIONAL CITY, AND SYSTEM SHALL BE READY FOR HYDROSTATIC TESTING PRIOR TO FRAMING INSPECTION.
- ROOF COVERING TO BE CLASS A MINIMUM. SEE ROOF PLAN FOR ADD'L NOTES.

PARKING NOTES

- NUMBER ALL STALLS W/ 12" HIGH YELLOW STENCILED BLOCK LETTERS AS INDICATED ON PLANS.
- PROVIDE 2 AIOBC FIRE EXTINGUISHER IN APPROVED CABINET (PER DET. 20/493) * LOCATIONS INDICATED ON PLANS. VERIFY LOCATIONS W/ FIRE INSPECTOR PRIOR TO INSTALLATION. (SURFACE MOUNTED CABINET AT GARAGE LEVELS).
- A MINIMUM UNOBSTRUCTED HEADROOM CLEARANCE OF 7'-0" (8'-2" FOR HANDICAP ACCESS VEHICLE) ABOVE THE FINISHED FLOOR TO ANY CEILING, BEAM, PIPES OR SIMILAR OBSTRUCTIONS (EXCEPT FOR WALL-MOUNTED SHELVES, STORAGE SURFACES, RACKS OR CABINETS) AT ALL LOCATIONS OF PARKING GARAGE STRUCTURES.
- ALL PARKING SPACES SHALL BE ASSIGNED TO RESIDENTS. PER CBC SECTION 109A.4, WHEN ASSIGNED PARKING IS PROVIDED, SIGNAGE AS REQUIRED BY CBC SECTION 109A.8 SHALL NOT BE REQUIRED.

PARKING ANALYSIS

UNIT TYPE	QTY.	PARKING RATIO	PARKING REQUIRED
UNITS UNDER 1200 SF	11	1.00*	11.0 SPACES
UNITS OVER 1200 SF	3	1.50*	4.5 SPACES
GUEST PARKING			N/A
W.D.U. TOTAL <small>(BASED ON AVERAGE SPECIFIC PLAN SECTION 4.6 & TABLE 4.2)</small>			16 SPACES
TOTAL PARKING PROVIDED:			20 SPACES
ACCESSIBLE PARKING PROVIDED:			1 VAN-ACCESSIBLE

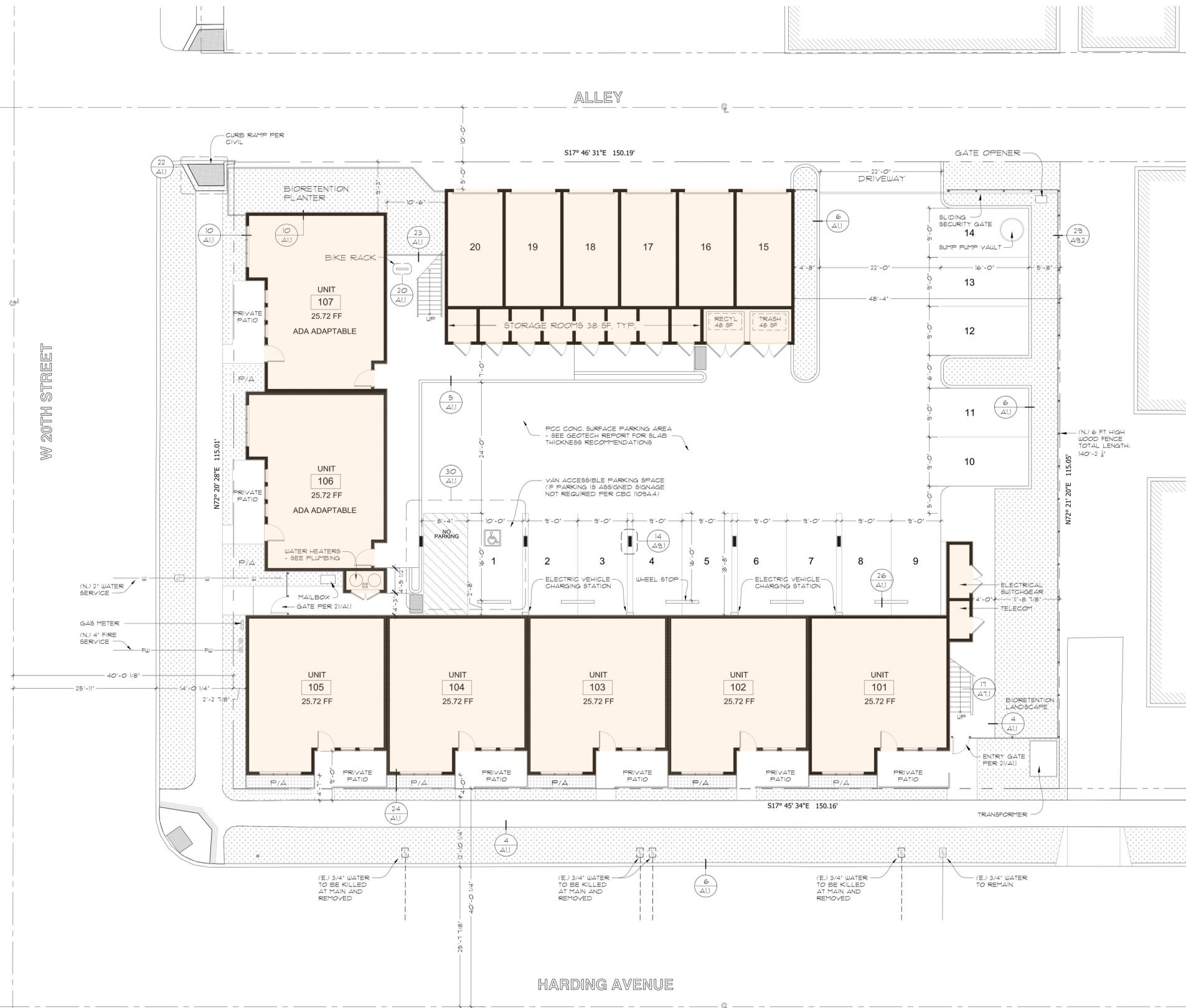
(E.) CONDITIONS SITE PHOTO



SITE DATA

PROJECT LOCATION: 1924 HARDING AVE., NATIONAL CITY, CA 91950
 PARCEL NUMBER: 999-109-12-00
 LOT SIZE: 17,274 SF (0.40 ACRES)
 ZONING: MCR-1 (24 DU / ACRE)
 REQUIRED SETBACKS: FRONT: 0 FT. (10% OF FAÇADE) + 10'
 INTERIOR SIDE: 10'-0" (0 FT. AT P.L. OPTIONAL)
 STREET SIDE: 10'-0"
 REAR: 5'-0"

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



ALL SCALE, DESIGN, AND WRITTEN MATERIALS ARE HEREBY CONSIDERED ORIGINAL WORK AND ARE THE PROPERTY OF BV ARCHITECTURE + DEVELOPMENT. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED, COPIED, OR IN ANY FORM OR MANNER, WITHOUT THE WRITTEN PERMISSION AND CONSENT OF BV ARCHITECTURE + DEVELOPMENT.



ISSUED FOR: 12-18-19 PLAN CHECK
 4-11-20 RESUBMITTAL
 10-9-20 RESUBMITTAL

SITE PLAN

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and covenants hereinafter set forth and other good and valuable consideration, the City and Developer agree as follows:

1. Acknowledgement of Incentives. Developer acknowledges and agrees that, in addition to the Density Bonus, Developer is receiving incentives and concessions which are; (1) Deviation from Front Yard and Street Side Yard setback requirements 2) Deviation from Floor Area Ratio requirements and 3) Waiver from Common Open Space requirements pursuant to and in accordance with the requirements of Government Code 65915.

2. Developer Covenants. Pursuant to and in consideration of the Density Bonus and the additional incentives and concessions, Developer hereby agrees and covenants on behalf of itself and its successors and assigns, and each successor in interest to the Property, that at all times during the term of this Agreement one (1) two-bedroom, two-bathroom residential dwelling unit on the Property shall be rented and occupied as the Affordable Unit as set forth in this Agreement. As used herein the term "Affordable Unit" shall refer to the one (1) residential dwelling unit on the Property which are held available strictly in accordance with the terms and conditions set forth in this Agreement.

3. Affordability Restrictions.

(a) Area Median Income. As used herein, "Area Median Income" shall mean the area median income, as adjusted for family size, for San Diego County, established periodically by the California Department of Housing and Community Development ("HCD") and published in the California Code of Regulations. In the event HCD ceases to publish an established Area Median Income as aforesaid, the City may, in its sole discretion, use any other reasonably comparable method of computing Area Median Income.

(b) Occupancy Restrictions. During the term of this Agreement, the Affordable Unit shall be occupied by a household whose income does not exceed the very low income limits applicable to San Diego County, adjusted for household size, as published annually by HCD, earning at or below fifty percent (50%) of the Area Median Income.

(c) Rent Amount. During the term of this Agreement, the monthly rental rate for the Affordable Unit (which shall include a utility allowance based on the utility allowance schedules published annually by the National City Housing Authority) shall not exceed 1/12 of thirty percent (30%) of fifty percent (50%) of the Area Median Income, as adjusted for assumed household size and utilities. The imputed household size for the Affordable Unit shall be equal to the number of bedrooms in the unit plus one. For example, the rent for the two-bedroom Affordable Unit shall be calculated using fifty percent (50%) of the Area Median Income for a 3-person household.

4. Restrictions. The following restrictions shall also be applicable to the Affordable Unit:

(a) No Relationship With Developer. The Affordable Unit shall not be occupied or leased to Developer or any relative (by blood or marriage) of Developer or any person employed

by Developer or of any individuals who are members, principals, executives, directors, partners or shareholders of Developer or in any entity having an ownership in Developer or in the Property.

(b) No FullTime Students. The Affordable Unit shall not be occupied or leased to any household comprised exclusively of persons who are full-time students, unless such persons are eligible to file a joint federal income tax return and all such persons reside in the Affordable Unit. The term "full-time student" shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

(c) No Student Dependents. Notwithstanding the provisions of section 4(b), the Affordable Unit shall not be occupied or leased to any student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the same unit.

(d) No Owners of Real Property. The Affordable Unit shall not be occupied or leased to any person or any household comprised of one or more persons who own real property.

(e) Liquid Asset Limitation. The Affordable Unit shall not be occupied or leased to any person or household holding, directly or indirectly, liquid assets whose aggregate value exceeds, at the time of determination of eligibility, eighty percent (80%) of the then-current annual Area Median Income. As used herein, the term "liquid assets" refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "liquid assets" shall not include retirement funds which are not readily accessible or which cannot be accessed by the tenant without the tenant incurring a penalty.

(f) Income of Co-Tenants. The income of all co-tenants and/or occupants shall be taken into account in determining whether a tenant or prospective tenant meets the requirements of this Agreement.

(g) Eligible Tenants Increased Income. If as a result of the annual recertification procedure described in Section 7 below any household which was previously determined to be eligible to occupy the Affordable Unit is determined to be ineligible as a result of increased income or assets, the City will provide written notification thereof, and Developer shall have one hundred eighty days (180) from the date of notification to take all reasonable steps to pursue eviction of the ineligible household. If Developer fails to act within the one hundred eighty day (180) period, the City shall require payment of a fee by Developer, provided that no fee shall be payable so long as Developer is diligently pursuing eviction of the ineligible household by appropriate proceedings. Under this fee requirement, the ineligible tenant residing in the Affordable Unit shall pay the full market rate rent, and Developer shall pay the difference between the affordable rent and the full market rate rent, as determined by the City, to the City. The period of fee payment shall in no event exceed a period of six (6) months, at which time

Developer's failure to provide the Affordable Unit to a household eligible hereunder shall constitute a material default under this Agreement.

5. Term. Pursuant to Government Code Section 65915, this Agreement shall be effective on the date of its recordation and shall remain in force until the date that is fifty-five (55) years from the date of issuance of final inspection approval of the Development by the City.

6. Deed of Trust.

(a) Execution and Recordation. Developer shall, concurrently with the execution of this Agreement, execute, acknowledge and record a deed of trust on the Property ensuring timely performance of the obligations set forth in this Agreement ("Deed of Trust"). The Deed of Trust shall be subordinated to the construction deed(s) of trust and/or permanent financing in favor of institutional lenders, as approved by the City Manager. The subordination shall be upon such terms and conditions and for such periods of time as the City Manager may approve to protect the provision of affordable housing as required by this Agreement. The City shall reconvey the Deed of Trust following the expiration of the term of this Agreement.

(b) Foreclosure on the Property. In the event of a foreclosure on the Property which eliminates the Deed of Trust, the new owner, upon five (5) days written notice from the City, shall: (i) execute, acknowledge and deliver to the City an assignment and assumption of this Agreement in a form as approved by the City, in its reasonable discretion, for recordation; (ii) execute, acknowledge and deliver to the City a deed of trust, in a form as approved by the City, in its reasonable discretion, to be recorded against the Property, in a lien priority immediately junior to the assignment and assumption of this Agreement which will secure the performance of this Agreement; and (iii) reimburse the City for all of its attorneys' fees and costs in connection with the foregoing, including all costs, attorneys' fees, and expert witnesses fees incurred by the City in obtaining compliance by the new owner, including those incurred in litigation, if any.

7. Verification of Eligibility. The Affordable Unit shall not be rented to a prospective tenant or occupied by any person unless and until the City, through its designated staff, has verified that the prospective tenant or occupant is eligible and that affordable rents will be charged in accordance with the criteria set forth in this Agreement. Developer and/or its successor in interest shall ensure that all eligibility and rent criteria are met during the term of the Agreement. Annually, on the anniversary of the initial certification of compliance, as determined by the City, during the term of this Agreement, Developer or its successor in interest shall certify to the City that the Affordable Unit is being occupied by eligible tenants. Said certification shall be on forms acceptable to the City.

8. Maintenance Standards. During the term of this Agreement, Developer shall maintain the one (1) Affordable Unit and the Property in a condition that satisfies the more stringent of (a) the requirements of the applicable local codes or (b) the United States Department of Housing and Urban Development's Uniform Physical Conditions Standards. The City shall have the right to inspect the Affordable Unit and the Property prior to initial occupancy and periodically during the term of this Agreement, upon three business days' notice to Developer. The City shall have the right to disclose results of those inspections to the appropriate enforcement authorities. Any

deficiencies in the physical condition of the Affordable Unit shall be corrected by Developer at Developer's expense within thirty (30) days of the identification of such deficiency by the City and delivery of written notice of the same to Developer. Failure to maintain the unit(s) and the Property in compliance with this section shall constitute a breach of this Agreement and subject the Developer to damages as set forth in Section 13 of this Agreement.

9. Interpretation and Construction. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby. Nothing contained herein shall be deemed compliance with or waiver of any provision of law or conditions of approval except as expressly stated herein.

10. Design, Construction and Occupancy Schedule for the Affordable Unit. The Affordable Unit shall receive final inspection approval no later than the date that the market-rate units receive final inspection and approval. Time is of the essence in the occupancy of the Affordable Unit. The City Manager may, in his or her sole discretion, extend one or more time deadlines for performance as referenced in this Agreement for good cause.

11. Indemnity. Developer agrees to indemnify, defend and hold harmless the City, the National City Housing Authority, and any and all of their respective councilmembers, commissioners, members, officers, agents, servants and employees (the "Indemnitees") from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from this Agreement, including the construction, sale, rental or operation of the Development, the Property and/or any of the units, or from the default by Developer in the performance of its obligations under this Agreement; provided, however, that Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the sole negligence or willful misconduct of the Indemnitees.

12. Agreement Binding on Successors. The terms, covenants and conditions of this Agreement shall apply to, and shall bind the parties hereto and any successors or assignees. Developer shall not sell, transfer or otherwise dispose of the Property, any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the City an express written assumption of all of Developer's obligations under this Agreement, on a form reasonably acceptable to the City. Upon assignment and assumption by a successor entity, as approved by the City, Developer shall be released from all prospective liability and responsibility under the terms of this Agreement. Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this Agreement. Further, Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes. Any sale or conveyance of the Property shall be made subject to this Agreement.

13. Damages; Enforcement; Remedies; Security.

(a) Standing; Equitable Remedies; Remedies Cumulative. Developer expressly agrees and declares that the City shall be the proper party to, and shall have standing to, initiate and pursue any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any event that is expressly stated to be a material default hereunder and which event remains uncured following sixty (60) days' written notice to Developer from the City (or up to one hundred twenty (120) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued), notwithstanding the fact that such damages or the detriment arising from such a material default that remains uncured as aforesaid may have actually been suffered by some other person or by the public at large. Further, Developer expressly agrees that injunctive relief and specific performance are proper pre-trial and/or post-trial remedies hereunder to assure compliance with this Agreement. Nothing in this Section and no recovery by the City shall restrict or limit the rights or remedies of persons or entities other than the City, against Developer in connection with the same or related acts by Developer, provided that Developer shall not be subject to duplicate awards or recoveries. The remedies set forth in this Section are cumulative and not mutually exclusive, except to the extent that their award is specifically determined to be duplicative by final order of a court of competent jurisdiction. Further, the award of damages hereunder shall not bar the exercise of police power or other governmental powers, or the pursuit of criminal, civil or administrative penalties by the City in connection with any material default under this Agreement that remains uncured as aforesaid. Developer acknowledges that a material default under this Agreement that remains uncured may constitute a violation of state law.

(b) Remedies At Law For Breach Of Rental Restrictions. In the event of any material default under the provisions hereof that remains uncured following thirty (30) days written notice to Developer from the City (or up to one hundred sixty (160) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued) regarding restrictions on rental of the Affordable Unit, at the sole option of the City, the City shall be entitled to the following remedies at law to the extent they are not duplicative, the election of which shall not be required and may be revoked and/or modified until immediately prior to entry of judgment:

(1) Damages For Specific Breach. The City shall be entitled to recover compensatory damages, at its sole option in the event of a material uncured default under the terms of this Agreement. If the material uncured default in question involves the violation of Section 13(b) above, the amount of such compensatory damages shall be the product of multiplying (A) the number of months that the material uncured default in question has continued until the time of trial or cure, whichever occurs first, by (B) the result of subtracting (i) the rents properly chargeable hereunder for the Affordable Unit (ii) the rents actually collected by Developer for the Affordable Unit for the months in question, as reasonably determined by the City. Developer and the City agree that it would be extremely difficult or impracticable to ascertain the precise amount of actual damages accruing to the City as a result of such a material uncured default and that the foregoing formula is a fair and reasonable method of approximating such damages. The City shall be entitled to seek and to recover damages in separate actions for successive, separate breaches, which may occur during the term of this Agreement. Further,

interest shall accrue on the amount of such damages from the date of the expiration of Developer's cure period for the material uncured breach in question at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less. Nothing in this section shall preclude the award of exemplary damages as allowed by law.

(2) Acceleration and Liquidation of Future Performance. At the sole option of the City, if any material default by Developer in the performance of its obligations under this Agreement remains uncured for more than ninety (90) days after written notice to Developer by the City specifying such breach in reasonable detail (or such longer period of time, not to exceed six (6) months, as may reasonably be required for Developer to cure such breach exercising reasonable diligence), Developer's obligation to perform hereunder may be accelerated by the City and declared immediately due through the payment of a liquidated sum. Developer and the City agree that it would be extremely difficult and impractical to predict the precise cost to the City of (i) locating a rental unit equivalent to the Affordable Unit, (ii) procuring such unit (through purchase, lease or subsidies) at the rent discounts contemplated herein, (iii) performing the substantial administrative activities associated with replacing the Affordable Unit, and (iv) inflation. Therefore, Developer and the City agree that, in the event of a material default hereunder by Developer that remains uncured as aforesaid, and upon written notice from the City to Developer that the City has elected to exercise its option to accelerate and liquidate Developer's performance hereunder in accordance with the provisions of this Section 13(b)(2), Developer shall pay, and the City shall be entitled to receive, within thirty (30) days of the City's delivery of such written notice, in complete liquidation of the City's future monetary damages and Developer's future obligations under this Agreement, a lump sum payment equal to: (A) the aggregate of the mathematical differences between the monthly rent for a "Comparable Market Rate Unit" (as determined by the City, using statistical data for units of the same size and location at the time of the breach) and the monthly rent allowable hereunder for the Affordable Unit, at the date of delivery of the aforesaid written notice of election to accelerate, multiplied by (B) the number of months remaining in the term of this Agreement, from and after the date of delivery of the aforesaid written notice of election to accelerate. Developer and the City agree that acceleration is a fair and reasonable remedy for non-compliance hereunder, and that the foregoing formula represents a fair and reasonable method of approximating and liquidating the future monetary obligations of Developer to the City hereunder for purposes of any such optional acceleration by the City. Further, such liquidated amount shall automatically commence to bear interest at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less, from and after the date that the City delivers to Developer the aforesaid written notice of the City's election to accelerate Developer's performance hereunder, until paid. Further, if Developer breaches this Section 13(b)(2), the City shall be entitled to receive all reasonable attorneys' fees, costs of suit, title insurance charges, foreclosure costs and other out-of-pocket expenses reasonably incurred in recovering such liquidated amount.

14. Monitoring Fees. Developer shall pay to the City, each year during the term of this Agreement, an annual monitoring fee, as determined by the City in schedules promulgated by the City from time to time. Failure to timely pay such fees shall constitute a material default under this Agreement.

15. General Provisions.

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

(i) Further Assurances. If Developer does not receive all of the necessary permits and approvals to construct the Project, Developer and the City agree that this Agreement and the density bonus granted herein shall be null and void and of no further force and effect and Developer and the City agree to take all reasonable steps and to execute and cause to be recorded all documents reasonably necessary to remove this Agreement and the Deed of Trust from the record chain of title to the Property.

16. Risk of Market Conditions. Developer shall bear sole responsibility for developing, constructing and marketing the units covered by this Agreement, pursuant to the approvals that the City has issued for the Development and the requirements contained in this Agreement. The City shall have no obligation to amend this Agreement, and the Developer shall reimburse the City for administrative costs associated with any modification of this Agreement that shall require the approval of the City Council of National City.

17. Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the other party hereto that he or she has the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf he or she is signing.

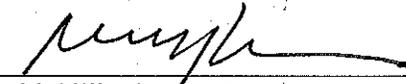
CITY:
City of National City

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:
Gabriela M. Torres., Deputy City Attorney

By: _____

DEVELOPER:
Clara Futura Investments, LLC, a California limited liability company

By: 
David Gillingham, Manager

ACKNOWLEDGMENT

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

State of California)

County of San Diego)

On 9-21-2021, 2021, before me, Maria DeWitt, notary public, personally appeared David Gillingham who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

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

State of California)
)
County of San Diego)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

Legal Description of the Property

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

LOTS 13, 14, 15, 16, 17 AND 18 IN BLOCK 148 OF NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1882.

APN: 559-105-12-00

No Fees per Government Code 6103

Recording Requested By:

National City Housing Authority

When Recorded Mail To:

National City Housing Authority
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

**PERFORMANCE DEED OF TRUST
(1924 Harding Avenue)**

THIS DEED OF TRUST is dated as of the ___ day of _____, 2021, between Clara Futura Investments, LLC, a California limited liability company (“Trustor”), whose address is 1111 9th Street, Suite 202, Coronado, California 92118, Lawyers Title Company (“Trustee”), and the City of National City (“Beneficiary”), whose address is 1243 National City Boulevard, National City, California 91950.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City of National City, County of San Diego, State of California, described as (“Property”):

(See Legal Description - Exhibit “A”)

FOR THE PURPOSE OF SECURING:

- (1) The timely performance of the Affordable Housing Density Bonus Agreement of even date herewith (“Agreement”), between the Beneficiary and the Trustor, and any renewals, extensions, modifications or amendments to the Agreement by the Trustor and each and every covenant set forth herein; and
- (2) The performance of each agreement contained in this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys’ fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose on this Deed of Trust.

2. Payment of Liens and Taxes. To pay, when due, all taxes and assessments affecting the Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust, and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

3. Reimbursement of Costs. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

4. Use. That it will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

5. Incorporation of Agreement. That the Agreement is incorporated herein by reference and made a part of this Deed of Trust.

6. Performance of Other Obligations. To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under this Deed of Trust.

B. THE PARTIES AGREE THAT:

7. Waiver of Late Payments. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

8. Full Reconveyance. Upon expiration of the term of the Agreement and written request of Beneficiary, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default beyond any applicable cure period, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

10. Default and Foreclosure. Upon default under the Agreement, subject to any applicable notice and cure rights contained in the Agreement, or in the performance of any obligation under this Deed of Trust beyond any applicable cure period, Beneficiary may declare all obligations secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

11. Due on Sale or Further Encumbrance. Trustor shall not sell, transfer or otherwise dispose of the real property described in this deed of trust, or any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the Beneficiary an express written assumption of all of Trustor's obligations hereunder this deed of trust, on a form reasonably acceptable to the Beneficiary. Consent to one transaction of this type will not constitute a waiver of the right to acquire consent to future or successive transactions.
12. General Provisions. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the City of National City, and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
13. Substitution of Trustees. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.
14. Cumulative Powers and Remedies. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.
15. Conclusiveness of Recitals. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.
16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust. The prevailing party in any litigation, including but not limited to arbitration, writ petitions, complaints, and/or actions for declaratory relief, brought to enforce, interpret or reform the provisions of this Deed of Trust shall be entitled to reasonable attorneys' and experts' fees, costs and out-of-pocket expenses (whether or not considered recoverable "costs" under applicable statute) incurred in such litigation.

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property be mailed to:

City of National City
 Attention: Executive Director
 1243 National City Boulevard
 National City, CA 91950

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

18. Inspections. Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property at any and all reasonable times, upon 48 hours advance notice to Trustor. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property.

19. Hazardous Materials Defined. For purposes of this Deed of Trust, "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the California Solid Waste Management, Resource Recovery and Recycling Act (California Government Code Section 66700 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery act (42 U.S.C. Section 6901, et seq.), Section 25117 or Section 25316 of the California Health & Safety Code; and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.). Notwithstanding the above, the term "Hazardous Materials" shall not include small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar residential properties provided they are used in compliance with applicable laws. The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous

Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

20. Trustor's Hazardous Materials Representations and Warranties and Indemnity. In addition to the general and specific representations, covenants and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof, or any property adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by any other person) as a manufacturing site, dump site or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees, contractors and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors and agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor, except to the extent arising as a result of the negligence or willful misconduct of Beneficiary.

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Trustor or the Property ("Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) business days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the

Property which, if true, could result in an order, suit or other action against Trustor affecting any part of the Property by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its security under this Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable by law.

(e) The foregoing representation, covenants, indemnities and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by satisfaction of the obligations secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities and warranties shall survive such release.

21. Authority to Sign. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

TRUSTOR:

Clara Futura Investments, LLC, a California limited liability company

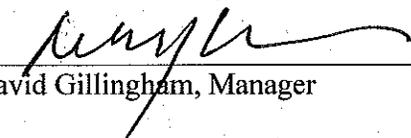
By: 
David Gillingham, Manager

Exhibit "A"

Legal Description

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

LOTS 13, 14, 15, 16, 17 AND 18 IN BLOCK 148 OF NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1882.

APN: 559-105-12-00

No Fees per Government Code 6103

Recording Requested By:

When Recorded Mail To:

National City Housing Authority
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

**SUBORDINATION AGREEMENT
(1924 Harding Avenue)**

THIS SUBORDINATION AGREEMENT (“Subordination Agreement”) is dated as of the ___ day of _____, 2021, by the City of National City (“City”), Clara Futura Investments, LLC, a California limited liability company (“Borrower”) and the Bank of xxxxxx N.A. (“Lender”).

RECITALS

A. Borrower is the owner of certain real property generally located at 1924 Harding Avenue, in the City of National City, County of San Diego, California (“Property”), as more particularly described in that certain Deed of Trust and Assignment of Rents Fixed Interest Rate, dated as of May 16, 2019, and recorded in the Office of the Recorder of the County of San Diego, State of California on June 6, 2019, as Instrument No. 2019-0219639 (“Lender Deed of Trust”).

B. Concurrently with recordation of this Subordination Agreement, Borrower is causing the following to be recorded against the Property in the Office of the Recorder of the County of San Diego, State of California: (i) an Affordable Housing Density Bonus Agreement (1924 Harding Avenue) (“Density Bonus Agreement”) by and between the City and Borrower; and (ii) a Deed of Trust (“City Deed of Trust”) executed by the Borrower in favor of the City.

C. City, Lender and Borrower all agree and desire to execute this Subordination Agreement to memorialize their understanding and agreement with regard to the respective priorities of each of the above-referenced documents. It is the intention of the parties that the Density Bonus Agreement shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the Lender Deed of Trust and that the Lender Deed of Trust shall unconditionally be and remain at all times a lien, claim and charge on the Property prior and superior to the City Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City, Lender and Borrower hereby agree as follows:

AGREEMENT

6. Governing Law. This Subordination Agreement is governed by, and shall be construed in accordance with, the laws of the State of California.

7. Counterparts. This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

8. Signatures. All individuals signing this Subordination Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to one another that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement as of the date first set forth above and agree to be bound hereby.

LENDER:
Bank of xxxxxx N.A.

By: _____
Print Name: _____
Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER:

Clara Futura Investments, LLC, a California limited liability company

By: _____

David Gillingham, Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:
City of National City

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:
Gabriela M. Torres., Deputy City Attorney

By: _____

ACKNOWLEDGMENT

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

State of California)

)

County of San Diego)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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

State of California)

)

County of San Diego)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

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State of California)

)

County of San Diego)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH CLARA FUTURA INVESTMENTS, LLC, FOR THE DEVELOPMENT OF 14 UNITS LOCATED AT 1924 HARDING AVENUE AND RESTRICTING THE RENT AND OCCUPANCY OF ONE (1) UNIT TO VERY LOW-INCOME HOUSEHOLDS IN EXCHANGE FOR A DENSITY BONUS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65915 - 65918

WHEREAS, Clara Futura LLC (“Developer”) wants to develop its property located at 1924 Harding Avenue, National City, California; and

WHEREAS, the current zoning allows for the construction of ten (10) units by right; and

WHEREAS, the Developer will restrict the rent and occupancy of one (1) unit to very low-income households (below fifty percent (50%) of area median income) in exchange for a density bonus of 35% and a deviation from front yard and street side yard setback requirements, a deviation from floor area ratio requirements, and a waiver from common open space requirements, mandated by the California Government Code Sections 65915 – 65918, which will allow the construction of an additional four (4) units for a total of 14 units on the property; and

WHEREAS, the Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the one (1) affordable unit and the restriction of the affordable unit by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years; and

WHEREAS, a Performance Deed of Trust will also be recorded to secure the Agreement on the property.

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

Section 1: Approves an Affordable Housing Density Bonus Agreement with Clara Futura, LLC, restricting the rent and occupancy of one (1) unit to very low-income households in exchange for one density bonus pursuant to California Government Code Sections 65915 – 65918 for the development of fourteen (14) units located at 1924 Harding Avenue, in National City, California.

Section 2: That the City of National City will record a Performance Deed of Trust securing the timely performance of the Affordable Housing Density Bonus Agreement, and after it is recorded in the County of San Diego, a copy of said Deed of Trust will be on file in the Office of the City Clerk.

///

Section 3: 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 5th day of October 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with AK & Company for preparation and filing of State mandated cost reimbursement \(SB 90\) claims for the periods ending June 30, 2021 to June 30, 2024 with the option to extend the agreement for three additional one-year extensions. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: October 5, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the Mayor to execute an agreement with AK & Company for preparation and filing of State mandated cost reimbursement (SB 90) claims for the periods ending June 30, 2021 to June 30, 2024 with the option to extend the agreement for three additional one-year extensions.

PREPARED BY: Phillip Davis, Financial Analyst

DEPARTMENT: Finance Department

PHONE: 619-336-4337

APPROVED BY: 

EXPLANATION:

Article XIII B of the State of California's Constitution allows local agencies to recover costs associated with provision of certain activities that have been mandated by the State. The City has determined that provision of AK & Company's (Consultant) services to prepare and file mandated cost reimbursement (SB90) claims is the most cost effective and efficient method to complete this process. Consultant has knowledge and experience in the completion of the data collection, preparation and submission of SB 90 claims to the State of California.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

The consultant will charge the City a fixed fee of \$7,000 per fiscal year and \$21,000 for the full three-year term of the agreement. There is no appropriation necessary as the consultant services are included in the FY 2021-22 adopted budget.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Resolution
3. Agreement



City Council Staff Report

October 5, 2021

ITEM

Resolution of the City Council of the City of National City, California authorizing the Mayor to execute an agreement with AK & Company for preparation and filing of State mandated cost reimbursement (SB 90) claims for the periods ending June 30, 2021 to June 30, 2024 with the option to extend the agreement for three additional one-year extensions.

BACKGROUND

Article XIII B of the State of California's Constitution allows local agencies to recover costs associated with provision of certain activities that have been mandated by the State. The City has determined that provision of AK & Company's (Consultant) services to prepare and file mandated cost reimbursement (SB90) claims is the most cost effective and efficient method to complete this process. Consultant has knowledge and experience in the completion of the data collection, preparation and submission of SB 90 claims to the State of California.

Annual and Amended Claims - The Consultant will perform the following professional services:

- a. By February 15, 2022, prepare and submit FY 2020-21 SB 90 Annual Claims to the State Controller's Office (SCO), according to the SCO FY 2020-21 Annual Claiming Instructions.
- b. Prepare and submit amended SB 90 claims, as necessary, to the SCO.
- c. Schedule a fall site visit or remote telephone meeting to discuss eligible programs with the City's Administrative Services Director and review data collection with individual departments affected by each reimbursable mandate program.
- d. Advise City staff regarding reliable and defensible types of source documents
- e. Establish a workable timeframe and plan for data to be collected by staff and submitted to Consultant in order to submit the City's claims prior to the SCO deadlines.
- f. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose either to use the SCO ten percent (10%) indirect cost rate or to calculate a higher rate.

- g. Complete all eligible claims and provide City with hard copies of the claims submitted.
- h. Deliver all signed claims to the SCO by specified deadlines.
- i. Provide to City a copy of the Claims Transmittal signed by the SCO to acknowledge receipt of claims.
- j. Advise City of SCO issues associated with any SB 90 claims prepared and submitted by Consultant.
- k. If necessary, act as a Sacramento liaison with the SCO in desk reviews or field audits for claims that were prepared and submitted by Consultant.
- l. Provide to City relevant SB 90 legislative and SCO updates throughout the fiscal year.
- m. Provide to City SCO Annual Report of Outstanding Claims.

New or Reinstated Claims – Consultant will perform the following professional services:

- a. Prepare and submit SB 90 New or Reinstated Claims to the SCO, according to the SCO issuance of New Claiming Instructions.
- b. Advise City staff regarding reliable and defensible types of source documentation.
- c. Establish a workable timeframe and plan for data to be collected by staff and submitted to consultant in order to submit the claims prior to the SCO deadlines.
- d. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose either to use the SCO ten percent (10%) indirect cost rate or to calculate a higher rate.
- e. Complete all eligible claims and provide City with hard copies of the claims submitted.
- f. Deliver all signed claims to the SCO by each new claim deadline.
- g. Provide to City a copy of the Claims Transmittal signed by the SCO to acknowledge receipt of the claims.

For purposes of this agreement, the first Agreement year shall commence on July 1, 2021 and be complete as of September 30, 2022. Thereafter, each subsequent agreement year shall be complete as of September 30 of each year.

The table below lists the reimbursable State mandated cost programs:

**Reimbursable State Mandated Cost Programs - Cities
June 30, 2021**

PROGRAM # PROGRAM NAME

246	Administrative License Suspension
262	Crime Victim's Domestic Violence Incident Reports
167	Domestic Violence Arrest Policies and Standards
274	Domestic Violence Arrests and Victim Assistance
197	Health Benefits for Survivors of Peace Officers and Firefighters
371	Local Agency Employee Organizations: Impasse Procedures II
298	Local Government Employee Relations (PERB)
373	Peace Officer Training : Mental Health/Crisis Intervention
264	Peace Officer Personnel Records: Unfounded Complaints & Discovery
187	Peace Officers Procedural Bill of Rights
356	Peace Officers Procedural Bill of Rights II
121	Pesticide Use Reports
375	Racial and Identity Profiling
127	Rape Victims Counseling Center Notice
360	State Authorized Risk Assessment Tool for Sex Offenders
163	Threats Against Peace Officers
345	Tuberculosis Control
372	U VISA 918 Form, Victims of Crime: Nonimmigrant Status
377	Vote by Mail Ballots: Prepaid Postage

RECOMMENDATION

Staff recommends the City Council authorize the Mayor to execute the agreement with AK & Company for preparation of SB 90 reimbursement claims to the State of California for fiscal years ending June 30, 2021, June 30, 2022 and June 30, 2023.

FISCAL IMPACT

The Consultant will charge the City a fixed fee of \$7,000. In no event shall total compensation under the agreement exceed \$7,000 per fiscal year and \$21,000 for the full three-year term of the agreement without the City prior written approval.

This item requires City Council action because the City has paid the consultant \$93,300 since January 2008.

ATTACHMENTS

Attachment 1 – AK & Company Agreement
Attachment 2 – Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
AK & COMPANY**

THIS AGREEMENT is entered into on this 5th day of October, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and AK & COMPANY, A SOLE PROPRIETOR (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide mandated cost reimbursement (SB90) claim services

WHEREAS, the CITY has determined that the CONSULTANT is a sole proprietor consultant company and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to collect data and prepare SB90 claims to the State of California, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on October 5, 2021. The duration of this Agreement is for the period of July 1, 2021 through September 30, 2024. Completion dates or time durations for specific portions of the project are set forth in Exhibit “A”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT shall prepare and file SB 90 claims services. The CONSULTANT will perform services as set forth in the attached Exhibit “A”.

The CITY shall cooperate with the Consultant in the performance of this Agreement as set forth in the attached Exhibit “B”. CITY agrees to be responsible for the accuracy of the data provided to the CONSULTANT. The CITY shall provide Consultant-requested data within three (3) weeks of the CITY’S receipt of a written request for such data from the CONSULTANT or three (3) weeks prior to the filing deadline, whichever occurs first.

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

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

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

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be a fixed fee of seven thousand dollars (\$7,000) per fiscal year covering actual work performed. . The fee shall be payable in two equal installments: three thousand five hundred dollars (\$3,500) shall be remitted within thirty (30) business days from receipt of an invoice following the execution of this Agreement; three thousand five hundred dollars (\$3,500) shall be remitted within thirty (30) business days from receipt of an invoice following the filing of the Annual Claims, provided that work is accomplished consistent with Exhibit “A”, as determined by the CITY. At the end of each fiscal year, the Consultant’s fixed fee may be adjusted by mutual written consent of the parties to account for any changes in the scope of work for the following year. In no event shall total compensation under this agreement exceed seven thousand (\$7,000) per fiscal year for the full term of the agreement without the City’s prior written approval.

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

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

determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **WAIVER OF SUBMISSION OF CLAIMS.** The CITY may waive submission of claims pursuant to the specific services listed in Exhibit A Part a of this Agreement. At the CITY's discretion, and pursuant to a specific State Claiming Instruction, the CITY may instruct CONSULTANT not to file a specific claim or claims. The CITY must provide the instruction, in writing, to the CONSULTANT at least thirty (30) business days prior to the due date of the claim, provided that the CITY receives written notice from the CONSULTANT at least sixty (60) business days prior to the due date of such claim.

CITY will expect CONSULTANT to file any pertinent claim that meets the minimum limit set by the State.

If a submission of claims is waived, the CITY shall pay the CONSULTANT for all work completed prior to the date of the waiver. The CONSULTANT shall be paid at the rate of one hundred fifty dollars (\$150) an hour. In no event shall this payment exceed three thousand five hundred dollars (\$3,500).

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

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

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

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

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

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

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

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

12. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

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

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

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

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

15. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

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

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

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

17. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not

contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

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

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

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

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

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

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

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

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

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

by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

21. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

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

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

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

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

To CITY: Molly Brennan
Administrative Services Director
Finance Department
City of National City
1243 National City Boulevard

National City, CA 91950-4397

To CONSULTANT:

Anita Kerezsi
Principal
AK & Company
2425 Golden Hill Road, Suite 106
Paso Robles, CA 93446

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

23. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

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

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

25. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any

portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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

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

CITY OF NATIONAL CITY

AK & COMPANY

By: _____
Alejandra Sotelo Solis, Mayor

By: _____
Anita Kerezsi, Principal

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

EXHIBIT A

SERVICES TO BE PERFORMED BY CONSUTANT

Annual and Amended Claims - The Consultant will perform the following professional services:

- a. By February 15, 2022, prepare and submit FY 2020-21 SB 90 Annual Claims to the State Controller's Office (SCO), according to the SCO FY 2020-21 Annual Claiming Instructions.
- b. Prepare and submit amended SB 90 claims, as necessary, to the SCO.
- c. Schedule a fall site visit or remote telephone meeting to discuss eligible programs with the City's Administrative Services Director and review data collection with individual departments affected by each reimbursable mandate program.
- d. Advise City staff regarding reliable and defensible types of source documents
- e. Establish a workable timeframe and plan for data to be collected by staff and submitted to Consultant in order to submit the City's claims prior to the SCO deadlines.
- f. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose either to use the SCO ten percent (10%) indirect cost rate or to calculate a higher rate.
- g. Provided that City financial records are available and delivered to Consultant in a timely manner, Consultant will use relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all City departments included in City's claims. If not provided in a timely manner, Consultant will use the SCO ten percent (10%) indirect cost rate.
- h. Complete all eligible claims and provide City with hard copies of the claims submitted.
- i. Deliver all signed claims to the SCO by specified deadlines.
- j. Provide to City a copy of the Claims Transmittal signed by the SCO to acknowledge receipt of claims.
- k. Advise City of SCO issues associated with any SB 90 claims prepared and submitted by Consultant.
- l. If necessary, act as a Sacramento liaison with the SCO in desk reviews or field audits for claims that were prepared and submitted by Consultant.
- m. Provide to City relevant SB 90 legislative and SCO updates throughout the fiscal year.

- n. Provide to City SCO Annual Report of Outstanding Claims.

New or Reinstated Claims – Consultant will perform the following professional services:

- a. Prepare and submit SB 90 New or Reinstated Claims to the SCO, according to the SCO issuance of New Claiming Instructions.
- b. Advise City staff regarding reliable and defensible types of source documentation.
- c. Establish a workable timeframe and plan for data to be collected by staff and submitted to consultant in order to submit the claims prior to the SCO deadlines.
- d. Include both direct and indirect costs in SB 90 claims submitted by Consultant. Consultant may choose either to use the SCO ten percent (10%) indirect cost rate or to calculate a higher rate.
- e. Provided that City financial records are available and delivered to Consultant in a timely manner, Consultant will use relevant salary and expenditure data to prepare an Indirect Cost Rate Proposal (ICRP) for all City departments included in City's claims. If not provided in a timely manner, Consultant will use the SCO ten percent (10%) indirect cost rate.
- f. Complete all eligible claims and provide City with hard copies of the claims submitted.
- g. Deliver all signed claims to the SCO by each new claim deadline.
- h. Provide to City a copy of the Claims Transmittal signed by the SCO to acknowledge receipt of the claims.

EXHIBIT B

CITY'S DUTIES

City's duties in performance of the Agreement:

- a. Return executed Agreement no later than Friday October 8, 2021.
- b. Coordinate all site visits, monitor staff activities and work with Consultant to collect and obtain necessary records, data and documentation needed by Consultant to prepare and submit SB 90 claims to the State Controller's Office (SCO) by the required deadlines.
- c. Provide to Consultant all necessary either within three (3) weeks of the request or three (3) weeks prior to the filing deadline, whichever occurs first. Data not received within this timeframe will not be considered to be provided in a timely fashion.
- d. Ensure that Annual Claims data is provided in its entirety to Consultant no later than Friday, October 22, 2021.
- e. Return signed FAM-27 signature pages within five (5) business days of receipt or five (5) business days before any filing deadline, whichever occurs first.
- f. Respond to Consultant inquiries regarding data collection within a reasonable timeframe.
- g. Ensure Consultant is paid within 30 days following City's receipt of an original invoice and acceptance by City of the materials, supplies and services provided by Consultant.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AK & COMPANY FOR PREPARATION AND FILING OF STATE-MANDATED COST REIMBURSEMENT (SB 90) CLAIMS FOR THE PERIODS ENDING JUNE 30, 2021 TO JUNE 30, 2024 WITH THE OPTION TO EXTEND THE AGREEMENT FOR THREE ADDITIONAL ONE-YEAR EXTENSIONS

WHEREAS, the City of National City (“City”) desires to employ a Consultant to provide mandated cost reimbursement (“SB 90”) claim services; and

WHEREAS, the City has determined that AK & Company is a consultant company qualified by experience and ability to perform the services desired by the City and the consultant is willing to perform such services; and

WHEREAS, City staff requests City Council authorize the Mayor to execute an Agreement for a three-year term in which AK & Company shall charge the City a fixed fee of \$7,000 per Fiscal Year, not-to-exceeding \$21,000.

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

Section 1: Authorizes the Mayor to execute an Agreement for a three-year term in which AK & Company shall charge the City a fixed fee of \$7,000 per Fiscal Year, not-to-exceeding \$21,000.

Section 2: 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 5th day of October, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City amending the Agreement between the City of National City and Dean Gazzo Roistacher 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 \\$ 35,000 for a new total not-to-exceed amount of \\$110,000. \(City Attorney\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: 10/5/2021

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City amending the Agreement between the City and Dean Gazzo Roistacher 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 \$ 35,000 for a new total not-to-exceed amount of \$ 110,000 pertaining to litigation titled Bedolla v. City.

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

DEPARTMENT: City Attorney's Office

PHONE: Ext. 4222

APPROVED BY: *Charles E. Bell, Jr.*

EXPLANATION:

On February 16, 2021, the City entered into an agreement with Dean Gazzo Roistacher LLP for specialized services in General Civil Litigation Defense arising from Government Claims including consultation with the City Attorney and Risk Management on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff for an amount not to exceed \$75,000.00 per case and out of pocket disbursements pursuant to the Agreement.

The City Attorney's Office desires to increase the not-to-exceed amount by \$35,000 for a new not-to-exceed amount total of \$110,000 due to the ongoing cost of legal services pertaining to the litigation titled Mario Toledo Bedolla, et at v. City of National City litigation.

FINANCIAL STATEMENT:

APPROVED: *Molly* **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

627 – 405 – 081 – 432 – 0000 Risk Liability Claim Cost

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adopt Resolution authorizing the amendment to the agreement with Dean Gazzo Roistacher LLP for legal services pertaining to the litigation titled Mario Toledo Bedolla, et at v. City of National City litigation.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Amendment to Agreement
- Resolution

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
DEAN GAZZO ROISTACHER LLP

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 5th day of October, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and DEAN GAZZO ROISTACHER LLP, a limited liability partnership (the “CONTRACTOR”).

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into an Agreement on February 16, 2021 (“the Agreement”), wherein the CONTRACTOR agreed to provide to assist in representing the CITY in connection with litigation and government claims issues services, for a not-to-exceed amount of \$75,000.00 per case and out-of-pocket disbursements pursuant to this Agreement; and

WHEREAS, the CONTRACTOR represents the CITY in a case titled *Mario Bedolla v. City of National City*; and

WHEREAS, the parties desire to amend the Agreement as it pertains to the case titled *Mario Bedolla v. City of National City*, to cover the cost of providing the increased scope of services from the amount of \$75,000 to the not-to-exceed amount by \$35,000, for a total not-to-exceed amount of \$110,000.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The February 16, 2021, Agreement is hereby amended to cover the cost of the increased scope of services from the original contract amount of \$75,000 by a not to- exceed the increased amount of \$35,000, for a total not-to-exceed amount of \$110,000.
2. The parties further agree that, with the foregoing exceptions, each and every other terms and provisions of the February 16, 2021 Agreement shall remain in full force and effect.

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

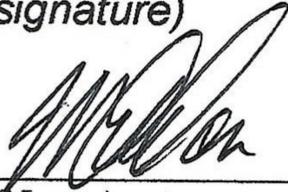
CITY OF NATIONAL CITY

DEAN GAZZO ROISTACHER LLP
(Partnership or Sole proprietorship – one signature)

By:

Alejandra Sotelo-Solis, Mayor

By:



(Name)

Mitchell Dean
(Print)

Partner/owner
(Title)

APPROVED AS TO FORM:

By:

Charles E. Bell Jr.
City Attorney

By:

(Name)

(Print)

(Title)

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND DEAN GAZZO ROISTACHER LLP FOR LEGAL SERVICES PERTAINING TO LITIGATION TITLED MARIO BEDOLLA, ET AL. V. CITY OF NATIONAL CITY BY INCREASING THE NOT-TO-EXCEED AMOUNT BY \$35,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$ 110,000

WHEREAS, on February 16, 2021, the City of National City (“City”) entered into an agreement with Dean Gazzo Roistacher LLP for specialized services in General Civil Litigation Defense arising from Government Claims for an amount not-to-exceed of \$75,000 per case; and

WHEREAS, legal services include consultation with the City Attorney and the City’s Risk Manager on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff; and

WHEREAS, the City Attorney’s Office desires to increase the not-to-exceed amount by \$35,000 for a new not-to-exceed amount total of \$110,000 due to the ongoing cost of legal services pertaining to the litigation titled Mario Toledo Bedolla, et al. v. City of National City.

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

Section 1: Authorizes amending the Agreement between the City of National City and Dean Gazzo Roistacher LLP for legal services pertaining to litigation titled Mario Toledo Bedolla, et al. v. City of National City by increasing the not-to-exceed amount by \$35,000 for a new total not-to-exceed amount of \$110,000.

Section 2: 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 5th day of October, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [City Council Meeting Schedule for December 2021 and January 2022. \(City Clerk\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: October 5, 2021

AGENDA ITEM NO. |

ITEM TITLE:

City Council Meetings Schedule for December 2021 and January 2022 (City Clerk's Office)

PREPARED BY: Shelley Chapel, Deputy City Clerk

DEPARTMENT: City Clerk's Office

PHONE: 619-336-4225

APPROVED BY: *Shelley Chapel*

EXPLANATION:

The City Council approved work furlough will result in City Hall being closed from Monday, December 20, 2021, until Monday, January 3, 2022. Consequently, the City Council Meeting Schedule for the Meetings of Tuesday, December 21, 2021, and Tuesday, January 4, 2022, will need to be modified.

Per Municipal Code Section 2.04.010, Regular Meetings of the City Council shall be held on the First and Third Tuesday of each month.

The Third Tuesday of December 2021 falls on the calendar during the scheduled furlough. In order to provide the public with the proper notice, it is recommended that the City Council adopt a motion dispensing with the December 21, 2021, and January 4, 2022, Regular Meetings of the City Council and adjourn the Regular Meeting of Tuesday, December 7, 2021 to the next Regular Meeting to be held on Tuesday, January 18, 2022. |

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

None. |

ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA)

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

The City Council adopt a motion dispensing with the Tuesday, December 21, 2021, and Tuesday, January 4, 2022, Regular Meetings of the City Council; and, adjourn the Regular Meeting of Tuesday, December 7, 2021, to the next Regular Meeting to be held on Tuesday, January 18, 2022. |

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

None. |

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – Harvest Fest hosted by Heart Revolution Church at 1920 Sweetwater Road on October 29, 2021 from 6 p.m. to 9 p.m. with no waiver of fees. \(Community Development\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: October 5, 2021

AGENDA ITEM NO.

ITEM TITLE:

Temporary Use Permit – Harvest Fest hosted by Heart Revolution Church at 1920 Sweetwater Road on October 29, 2021 from 6 p.m. to 9 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Community Development Department

PHONE: (619) 336-4255

APPROVED BY: _____



EXPLANATION:

This is a request from Heart Revolution Church to conduct the Harvest Festival at 1920 Sweetwater Road on October 29, 2021 from 6 p.m. to 9 p.m. Set up for the event will commence at 10 a.m. on the day of the event. This event will include live Christian music, trunk or treat, inflatable bouncer slides, face painting, game booths, food booths and eating areas with tables and chairs.

Note: This event was approved by Council in 2019 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP through various City departments and \$191.00 for the Fire Inspection.

Total Fees \$463.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

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

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

EVENT INFORMATION

RECEIVED
SEP 01 REC'D
Neighborhood Services Department
City of Montreal, CA

Type of Event:
 Public Concert Fair Festival Community event
 Parade Demonstration Circus Block Party
 Motion Picture Grand Opening Other _____

Event Title: Harvest Fest

Event Location: 1920 Sweetwater Rd / Heart Revolution Church

Event Date(s): From 10/29/21 to 10/29/21

Actual Event Hours: 6 am/pm to 9 am/pm

Total Anticipated Attendance: 1,000 (100 Participants 700 Spectators)

Setup/assembly/construction Date: 10/29/21 Start time: 10am

Please describe the scope of your setup/assembly work (specific details):

Sealing off parking lot, designating different areas of event, setting up PA system

Dismantle Date: 10/29/21 Completion Time: 11 am/pm

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

N/A

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: Heart Revolution Church

Chief Officer of Organization (Name): TJ Anglin

Applicant (Name): Marc Lovato

Address: 1914 Sweetwater Rd

Daytime Phone: (619) 787-5761 Evening Phone: () - same -

Fax: () N/A E-Mail: marc@heartrevchurch.com

Contact Person "on site" day of the event: M. Lovato Cellular: (619) 787-5761

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

RECEIVED

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? YES NO

Are admission, entry, vendor or participant fees required? YES NO

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

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

\$ JK - 6K Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

Annual festival in conjunction with Halloween, open to the public, to include an inflatable zone for families, "trunk or treat" candy distribution with awards for best trunks, food court area with food trucks, and live music.

YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale:

SAFETY/SECURITY/ACCESSIBILITY

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

Church volunteers to provide both security & safety coverage
during the duration of event.

YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

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

rented light towers

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

Church volunteer team w/qualified & certified medical
personnel

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

Entire campus is ADA compliant

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

parking provided by reciprocal use parking stalls located throughout
mall. other mall businesses affected will be given courtesy
notification.

Please describe your plan for DISABLED PARKING:

Any disabled parking stall being utilized for event will be
relocated to regular parking stalls

Please describe your plans to notify all residents, businesses and churches impacted by the event: personal notification

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

OVERALL EVENT DESCRIPTION CONTINUED

YES NO Does the event involve the sale or use of alcoholic beverages?

YES NO Will items or services be sold at the event? If yes, please describe:

various food items by food truck vendors

YES NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

YES NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 2-3 Sizes 10' x 10' NOTE: A separate Fire Department permit is required for tents or canopies.

YES NO Will the event involve the use of the **City** or **your** stage or PA system? SPECIFY: church owned PA system for band, singers and for general announcements.

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
 Food Concession and/or Food Preparation areas Please describe how food will be served at the event: Food trucks
 If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Portable and/or Permanent Toilet Facilities
 Number of portable toilets: 4-5 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

Tables # 3-5 and Chairs # 6-10

Fencing, barriers and/or barricades

Generator locations and/or source of electricity

Canopies or tent locations (include tent/canopy dimensions)

Booths, exhibits, displays or enclosures

Scaffolding, bleachers, platforms, stages, grandstands or related structures

Vehicles and/or trailers

Other related event components not covered above

Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 12 Trash containers with lids: 3

Describe your plan for clean-up and removal of waste and garbage during and after the event:

volunteer team consisting of 20 church members

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

YES NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: 0 Number of Bands: 1
Type of Music: Christian

YES NO Will sound amplification be used? If YES, please indicate: Start time: 5 am/pm 9 am/pm Finish Time

YES NO Will sound checks be conducted prior to the event? If YES, please indicate: Start time: 6 am/pm 6:30 am/pm Finish Time

Please describe the sound equipment that will be used for your event:
Outdoor concert speakers w/ microphones

YES NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

YES NO Any signs, banners, decorations, special lighting? If YES, please describe:

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization Heart Revolution Church

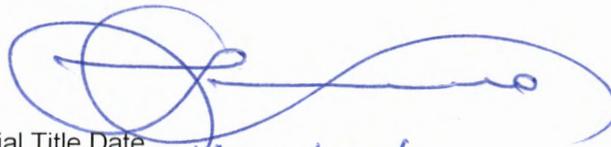
Person in Charge of Activity Marc Lovato

Address 1914 Sweetwater Rd, National City, CA 91950

Telephone (619) 787-5761 Date(s) of Use October 29, 2021

HOLD HARMLESS AGREEMENT

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



August 31, 2021

Signature of Applicant Official Title Date

Marc Lovato
Executive Pastor

For Office Use Only

Certificate of Insurance Approved _____ Date _____

City of National City BUSINESS TAX CERTIFICATE

"For Services Provided in National City, California Only"



2021

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

Business Name	HEART REVOLUTION CHURCH	Business Type	Exempt / Non-Profit
Business Location	1920 SWEETWATER RD NATIONAL CITY, CA 91950-7628	Account Number	09004756
Business Owner(s)	SERGIO DELAMORA	Effective Date	January 01, 2021
		Expiration Date	December 31, 2021



City Manager

HEART REVOLUTION CHURCH
1914 SWEETWATER RD
NATIONAL CITY, CA 91950-7628

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

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

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

HEART REVOLUTION CHURCH

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

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

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

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

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

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

SPONSORING ORGANIZATION: Heart Revolution Church

EVENT: Harvest Fest

DATE OF EVENT: October 29, 2021

APPROVALS:

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

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

Streets Division

No involvement

Facilities Division

No comments received

Parks Division

No comments received

POLICE DEPARTMENT

No comments received

ENGINEERING

No comments received

COMMUNITY SERVICES

No involvement

FINANCE

Heart Revolution Church has a current business license. All Vendors will need the "Special Event" Business License.

COMMUNITY DEVELOPMENT

Planning

1. Speakers shall face away from residential properties
2. Activities shall comply with Table III of NCMC Title 12 (Noise)
3. Lights shall face away from residential properties

Building

No comments received

Neighborhood Services

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

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

RISK MANAGER (619) 336-4370

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

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

Inspection Required

A \$191.00 fee will be charged for an After Hour Inspection.

Addition fees may charged based on any changes.

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

- 1) Access to the area to be maintained at all times, entrances and emergency roadways. **No Blocking Off.**
- 2) Fire Department access into and through booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Fire Hydrants, Fire Department Connections (FDC) Fire Protection Devices, etc. shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 6) Provide a 2A:10BC fire extinguisher at stage area. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 7) Internal combustion power sources that may be used for inflatables, light towers, etc. shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use.
- 8) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away stage area.
- 9) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all rides, cooking areas, game booths, etc.

- 11) If tents or canopies are used, the following information shall apply:
- Tents having an area from 0-200 square feet shall be \$300.00
 - Tents having an area more than 201 square feet shall be \$600.00
 - Canopies having an area from 0-400 square feet shall be no charge.
 - Canopies from 401-500 square feet shall be \$353.00.
 - Canopies from 501-600 square feet shall be \$394.00.
 - Canopies from 601 square feet or greater shall be \$515.00.
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
 - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.
- A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet State Fire Marshal approval for cooking. See Fire Marshal for required explanation.**
- 12) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of tents or canopies.
- 13) All cooking booths or areas to have one 2A:10BC fire extinguisher. **If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required.** See Fire Marshal for required explanation. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 14) First Aid will be provided by the Church.
- 15) **All Jumpers, Bounce Houses, Inflatables, Stage coverings etc. shall have a Certificate of State Fire Marshal flame resistance and shall be provided to the National City Fire Department before the event. Additional fees may apply based on square footage.**
- 16) **All blower motors for Jumpers, slides, etc. must be listed for use.**
- 17) Previous years you have had Carnival and Fair type rides. The Carnivals and Fairs on day permit is \$515.00 if needed.
- 18) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of one hundred (\$191.00) dollars.
- 19) **Food Trucks require a NCFD permit and inspection prior to the event. They must contact NCFD prior to the event and make arraignments for the inspection or they may not be allowed to participate.**

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended August 31, 2021. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: October 5, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended August 31, 2021.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Molly Brown*

EXPLANATION:

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

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending August 31, 2021.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Patricia Spornone* **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended August 31, 2021.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/03/2021	60934N807	2.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2.08	0.00	2.08	0.00
Purchase	08/05/2021	60934N807	100,622.33	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	100,622.33	0.00	100,622.33	0.00
Purchase	08/07/2021	60934N807	5,200.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	5,200.00	0.00	5,200.00	0.00
Purchase	08/09/2021	69371RR40	155,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	99.946	0.52%	154,916.30	0.00	154,916.30	0.00
Purchase	08/12/2021	60934N807	4,687.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	4,687.50	0.00	4,687.50	0.00
Purchase	08/16/2021	60934N807	31.88	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	31.88	0.00	31.88	0.00
Purchase	08/16/2021	60934N807	34.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	34.50	0.00	34.50	0.00
Purchase	08/16/2021	60934N807	62.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	62.83	0.00	62.83	0.00
Purchase	08/16/2021	60934N807	56.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	56.83	0.00	56.83	0.00
Purchase	08/16/2021	60934N807	29.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	29.17	0.00	29.17	0.00
Purchase	08/16/2021	60934N807	332.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	332.00	0.00	332.00	0.00
Purchase	08/16/2021	60934N807	51.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	51.67	0.00	51.67	0.00
Purchase	08/16/2021	60934N807	155.83	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	155.83	0.00	155.83	0.00
Purchase	08/16/2021	60934N807	7,437.35	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	7,437.35	0.00	7,437.35	0.00
Purchase	08/16/2021	60934N807	6,386.27	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	6,386.27	0.00	6,386.27	0.00
Purchase	08/16/2021	60934N807	26,620.55	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	26,620.55	0.00	26,620.55	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/17/2021	60934N807	1,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,500.00	0.00	1,500.00	0.00
Purchase	08/17/2021	60934N807	240,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	240,000.00	0.00	240,000.00	0.00
Purchase	08/18/2021	60934N807	77.08	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	77.08	0.00	77.08	0.00
Purchase	08/18/2021	60934N807	2,347.01	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	2,347.01	0.00	2,347.01	0.00
Purchase	08/23/2021	60934N807	18.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	18.00	0.00	18.00	0.00
Purchase	08/23/2021	60934N807	93.92	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	93.92	0.00	93.92	0.00
Purchase	08/23/2021	60934N807	9,963.17	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	9,963.17	0.00	9,963.17	0.00
Purchase	08/24/2021	60934N807	1,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	1,125.00	0.00	1,125.00	0.00
Purchase	08/26/2021	91282CAZ4	300,000.00	US Treasury Note 0.375% Due 11/30/2025	98.551	0.72%	295,652.34	267.42	295,919.76	0.00
Purchase	08/31/2021	60934N807	17,437.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	17,437.50	0.00	17,437.50	0.00
Subtotal			879,272.47				874,841.11	267.42	875,108.53	0.00
Security Contribution	08/05/2021	60934N807	2,325.40	Federated Investors Govt Oblig Fund Inst.	1.000		2,325.40	0.00	2,325.40	0.00
Security Contribution	08/26/2021	60934N807	4,080.44	Federated Investors Govt Oblig Fund Inst.	1.000		4,080.44	0.00	4,080.44	0.00
Security Contribution	08/30/2021	90LAIF\$00	2,000,000.00	Local Agency Investment Fund State Pool	1.000		2,000,000.00	0.00	2,000,000.00	0.00
Subtotal			2,006,405.84				2,006,405.84	0.00	2,006,405.84	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Short Sale	08/09/2021	60934N807	-154,916.30	Federated Investors Govt Oblig Fund Inst.	1.000		-154,916.30	0.00	-154,916.30	0.00
Subtotal			-154,916.30				-154,916.30	0.00	-154,916.30	0.00
TOTAL ACQUISITIONS			2,730,762.01				2,726,330.65	267.42	2,726,598.07	0.00
DISPOSITIONS										
Closing Purchase	08/09/2021	60934N807	-154,916.30	Federated Investors Govt Oblig Fund Inst.	1.000		-154,916.30	0.00	-154,916.30	0.00
Subtotal			-154,916.30				-154,916.30	0.00	-154,916.30	0.00
Sale	08/05/2021	3135G0N82	100,000.00	FNMA Note 1.25% Due 8/17/2021	100.039	0.08%	100,039.00	583.33	100,622.33	3,347.00
Sale	08/09/2021	60934N807	154,916.30	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	154,916.30	0.00	154,916.30	0.00
Sale	08/26/2021	60934N807	295,919.76	Federated Investors Govt Oblig Fund Inst.	1.000	0.01%	295,919.76	0.00	295,919.76	0.00
Subtotal			550,836.06				550,875.06	583.33	551,458.39	3,347.00
Paydown	08/16/2021	43815NAC8	7,310.34	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		7,310.34	127.01	7,437.35	0.06
Paydown	08/16/2021	477870AC3	6,245.43	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		6,245.43	140.84	6,386.27	1.33
Paydown	08/16/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	31.88	31.88	0.00
Paydown	08/16/2021	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	34.50	34.50	0.00
Paydown	08/16/2021	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	155.83	155.83	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	08/16/2021	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	51.67	51.67	0.00
Paydown	08/16/2021	65479JAD5	26,057.90	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		26,057.90	562.65	26,620.55	1.38
Paydown	08/16/2021	89232HAC9	0.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		0.00	332.00	332.00	0.00
Paydown	08/16/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	29.17	29.17	0.00
Paydown	08/16/2021	89237VAB5	0.00	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		0.00	56.83	56.83	0.00
Paydown	08/16/2021	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	62.83	62.83	0.00
Paydown	08/18/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	77.08	77.08	0.00
Paydown	08/18/2021	43814UAG4	2,341.14	Honda Auto Receivables Trust 2018-2 A3 3.01% Due 5/18/2022	100.000		2,341.14	5.87	2,347.01	0.05
Paydown	08/23/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	18.00	18.00	0.00
Paydown	08/23/2021	43813RAC1	0.00	Honda Auto Receivables 2020-1 A3 1.61% Due 4/22/2024	100.000		0.00	93.92	93.92	0.00
Paydown	08/23/2021	43815HAC1	9,884.51	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		9,884.51	78.66	9,963.17	1.36
Subtotal			51,839.32				51,839.32	1,858.74	53,698.06	4.18



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	08/17/2021	3135G0N82	240,000.00	FNMA Note 1.25% Due 8/17/2021	100.000		240,000.00	0.00	240,000.00	7,939.20
Subtotal			240,000.00				240,000.00	0.00	240,000.00	7,939.20
Security Withdrawal	08/05/2021	60934N807	2,325.40	Federated Investors Govt Oblig Fund Inst.	1.000		2,325.40	0.00	2,325.40	0.00
Security Withdrawal	08/05/2021	60934N807	2,325.40	Federated Investors Govt Oblig Fund Inst.	1.000		2,325.40	0.00	2,325.40	0.00
Security Withdrawal	08/17/2021	90LAIF\$00	2,000,000.00	Local Agency Investment Fund State Pool	1.000		2,000,000.00	0.00	2,000,000.00	0.00
Security Withdrawal	08/26/2021	60934N807	4,080.44	Federated Investors Govt Oblig Fund Inst.	1.000		4,080.44	0.00	4,080.44	0.00
Security Withdrawal	08/31/2021	90SDCP\$00	90,000.00	County of San Diego Pooled Investment Pool	1.000		90,000.00	0.00	90,000.00	0.00
Subtotal			2,098,731.24				2,098,731.24	0.00	2,098,731.24	0.00
TOTAL DISPOSITIONS			2,786,490.32				2,786,529.32	2,442.07	2,788,971.39	11,290.38
OTHER TRANSACTIONS										
Interest	08/07/2021	06406RAA5	400,000.00	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.6% Due 2/7/2022	0.000		5,200.00	0.00	5,200.00	0.00
Interest	08/12/2021	3137EAEPO	625,000.00	FHLMC Note 1.5% Due 2/12/2025	0.000		4,687.50	0.00	4,687.50	0.00
Interest	08/17/2021	3135G0N82	240,000.00	FNMA Note 1.25% Due 8/17/2021	0.000		1,500.00	0.00	1,500.00	0.00
Interest	08/24/2021	3137EAEV7	900,000.00	FHLMC Note 0.25% Due 8/24/2023	0.000		1,125.00	0.00	1,125.00	0.00
Interest	08/31/2021	9128284Z0	675,000.00	US Treasury Note 2.75% Due 8/31/2025	0.000		9,281.25	0.00	9,281.25	0.00
Interest	08/31/2021	912828L24	450,000.00	US Treasury Note 1.875% Due 8/31/2022	0.000		4,218.75	0.00	4,218.75	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	08/31/2021	912828ZA1	700,000.00	US Treasury Note 1.125% Due 2/28/2022	0.000		3,937.50	0.00	3,937.50	0.00
Subtotal			3,990,000.00				29,950.00	0.00	29,950.00	0.00
Dividend	08/03/2021	60934N807	71,257.89	Federated Investors Govt Oblig Fund Inst.	0.000		2.08	0.00	2.08	0.00
Subtotal			71,257.89				2.08	0.00	2.08	0.00
TOTAL OTHER TRANSACTIONS			4,061,257.89				29,952.08	0.00	29,952.08	0.00

The following page(s) contain the backup material for Agenda Item: [Warrant Register #8 for the period of 8/18/21 through 8/24/21 in the amount of \\$1,417,232.65. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: October 05, 2021

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #8 for the period of 8/18/21 through 8/24//21 in the amount of \$1,417,232.65 (Finance)

PREPARED BY: Catherine Bautista, Accounting Asst. **DEPARTMENT:** Finance

PHONE: 619-336-4268

EXPLANATION:

APPROVED BY: 

Per Government Section Code 37208, below are the payments issued for period 8/18/21-8/24/21. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
San Diego Sports Medicine	354394	64,654.42	Fire Medical Fitness Exams

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,417,232.65.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,417,232.65.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 8



**WARRANT REGISTER # 8
8/24/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	354349	8/24/21	8,109.00
ALDEMCO	FOOD / NUTRITION CENTER	354350	8/24/21	1,442.41
ALL FRESH PRODUCTS	ALL FRESH CONSUMABLES NUTRITION CENTER	354351	8/24/21	1,933.69
CAHA	HCV SPECIALIST TRAINING-WEBINAR / SEC8	354352	8/24/21	1,775.00
CITY OF SAN DIEGO	MUNICIPAL SEWER TRANSPORTATION	354353	8/24/21	2,016.92
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE FOR JUNE 2021	354354	8/24/21	1,535.72
COUNTY OF SAN DIEGO	RENEWAL FEE - UNIFIED PROGRAM FACILITY PRG	354355	8/24/21	638.00
DELTA DENTAL	AUGUST 2021 - DENTAL INS PREMIER #05-090	354356	8/24/21	14,884.23
DELTA DENTAL INSURANCE CO	AUGUST 2021 GRP#05-7029600000 PMI DENTAL	354357	8/24/21	5,270.70
DEPT OF INDUSTRIAL RELATIONS	ELEVATOR 1 PERMIT /INV# E 1817338 SD~	354358	8/24/21	225.00
DISCOUNT SPECIALTY CHEMICALS	MAINTENANCE SUPPLY / PARKS	354359	8/24/21	269.80
EBIX, INC.	CONTRACT SERVICES	354360	8/24/21	1,708.96
FABINSKI	TRAINING REIM FOR INTERVIEWING / PD	354361	8/24/21	104.38
FLORES	LICENSE REIMBURSEMENT	354362	8/24/21	85.00
GATES PLANNING STRATEGIES	CONSULTANT TO PROVIDE LAND USE	354363	8/24/21	4,650.00
GONZALEZ	ANNUAL MEMBERSHIP RENEWAL - PW	354364	8/24/21	91.00
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	354365	8/24/21	461.78
HARRIS	REIMBURSEMENT STATE OF CA EMT LICENSE/FIRE	354366	8/24/21	250.00
HEALTH NET	GRP#N7177A - SEPTEMBER 2021 HEALTH NET INS	354367	8/24/21	1,240.24
HERNANDEZ	TRAINING REIM FOR TACTICAL MISSION PLANN	354368	8/24/21	180.81
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FOR BUILDING	354369	8/24/21	213.35
JANI-KING OF CALIFORNIA INC	MONTHLY CONTRACT BILLING AMOUNT FOR JUNE	354370	8/24/21	2,750.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	354371	8/24/21	670.00
JORGE MARTINEZ, D.O., INC.	LIABILITY CLAIM COST	354372	8/24/21	900.00
KIMLEY HORN	8TH & ROOSEVELT ATP - ENG/PW	354374	8/24/21	18,276.80
LAFRENIERE	REIMBURSEMENT STATE OF CA EMT LICENSE/FIRE	354375	8/24/21	250.00
LOPEZ	TRAINING REIM FOR SHOTGUN BREACHING COURSE	354376	8/24/21	358.65
MEDICAL WAREHOUSE, INC	STATPACKS G3 BREATHER BACKPK/ FIRE	354377	8/24/21	757.35
OFFICE SOLUTIONS BUSINESS	MOP OFFICE SUPPLIES FOR SECTION 8	354379	8/24/21	357.95
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	354380	8/24/21	34.29
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL, ENGINE AND VEHICLE OIL	354381	8/24/21	3,002.68
PADRE JANITORIAL SUPPLIES	FOOD / NUTRITION CENTER	354382	8/24/21	244.60
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	354383	8/24/21	24.43
PENSKE FORD	R&M CITY VEHICLES FY 2022	354384	8/24/21	1,253.10
PIERSON	TRAINING REIM FOR THE FIELD TRAINING PRO / PD	354385	8/24/21	120.46
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES TO REPLENISH STOCK	354386	8/24/21	289.19
PRO BUILD COMPANY	MOP- 45707, TOOLS SUPPLIES / FIRE	354387	8/24/21	125.79
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS / AP FINANCE/ WEEK ENDING 0815	354388	8/24/21	3,841.42
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - NUTRITION	354389	8/24/21	137.09
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	354390	8/24/21	363.40
RAMIREZ	TRAINING REIM FOR SHERMAN BLOCK SLI	354391	8/24/21	190.60
SAKAMOTO	TRAINING REIM RACIAL PROFILING / PD	354392	8/24/21	280.12
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	354393	8/24/21	40.00
SAN DIEGO SPORTS MEDICINE	FIRE MEDICAL FITNESS EXAMS	354394	8/24/21	64,654.42
SCANLON	TRAINING REIM FOR FIELD TRAINING OFFICER	354395	8/24/21	143.50
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	354396	8/24/21	1,362.92
SHRED-IT	JULY-2021 MONTHLY SERVICE FOR SECTION 8	354397	8/24/21	102.63



**WARRANT REGISTER # 8
8/24/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	354398	8/24/21	70.51
SMART & FINAL	MOP 45756 - JANITORIAL SUPPLIES / FIRE	354399	8/24/21	290.40
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	354400	8/24/21	149.48
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW	354401	8/24/21	537.76
STC TRAFFIC	CITYWIDE TRAFFIC SIGNAL TIMING - ENG/PW	354402	8/24/21	13,436.25
SULLIVAN	TRAINING ADV SUB LAPD 1	354403	8/24/21	1,106.04
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2022	354404	8/24/21	193.57
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	354405	8/24/21	1,809.42
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	354406	8/24/21	1,354.49
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SERVICES~ / FIRE	354407	8/24/21	750.00
THE LINCOLN NATIONAL LIFE INS	GRP#415491 - SEPTEMBER 2021 LIFE, AD&D	354408	8/24/21	9,470.30
T'S & SIGNS	MISS NATIONAL CITY PRINTED ITEMS	354409	8/24/21	556.81
U S BANK	CREDIT CARD STATEMENT CHARGES – ENG	354410	8/24/21	1,826.16
VISION SERVICE PLAN	AUGUST 2021 - VISION SVC PLAN(CA) STATEM	354411	8/24/21	893.20
VISTA PAINT	MOP 68834 GENERAL SUPPLIES - PW	354412	8/24/21	493.46
YBARRA	TRAINING REIM SENIOR MANAGEMENT / PD	354413	8/24/21	2,289.06
			A/P Total	182,844.29

PAYROLL				
Pay period	Start Date	End Date	Check Date	
16	7/27/2021	8/9/2021	8/18/2021	1,234,388.36
GRAND TOTAL				<u>\$ 1,417,232.65</u>

The following page(s) contain the backup material for Agenda Item: [Warrant Register #9 for the period of 8/25/21 through 8/31/21 in the amount of \\$670,351.23. \(Finance\)](#)

Please scroll down to view the backup material.



**WARRANT REGISTER # 9
8/31/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CALIFA GROUP	CALIFA GROUP 10GB	354414	8/30/21	23,468.92
DELL MARKETING L P	LATITUDE 5511 LAPTOP	354415	8/30/21	2,422.01
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS -	354416	8/30/21	32.00
GOVCONNECTION INC	MFG #FG-601E-BDL-950-12, FORTIGATE 601E	354417	8/30/21	28,396.10
INNOVATIVE CONSTRUCTION	CONSTRUCTION MANAGEMENT SERVICES	354418	8/30/21	180.00
KRONOS INC	KRONOS ANNUAL MAINTENANCE AND LICENSING	354419	8/30/21	77.49
LAW OFFICES OF DOUGLAS APPELATE	DAVIS, TAMMY VS CITY OF NC	354420	8/30/21	300,000.00
STAPLES BUSINESS ADVANTAGE	MOP 45704. FURNITURE / CSD	354421	8/30/21	936.14
U S BANK	CREDIT CARD EXPENSES / CMO	354422	8/30/21	1,551.86
AMAZON	SUPPLIES FOR FY21	354423	8/31/21	14.07
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	354424	8/31/21	8,000.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES - CITY HALL -	354425	8/31/21	4,219.90
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING FOR FY 2021	354426	8/31/21	9,147.58
D-MAX ENGINEERING INC	T&A 90525 - 316 E 31ST ST - ENG/PW	354427	8/31/21	1,172.50
FRIEDMAN IMAGING	SCANNING SERVICES- ORDINANCES AND RESO	354428	8/31/21	1,600.00
L N CURTIS & SONS	602651 AVON GEN 2 VOICE PROJECTION UNIT	354429	8/31/21	20,244.16
MUNICIPAL CODE CORPORATION	MUNICIPAL CODE - ANNUAL SUBSCRIPTION FEE	354430	8/31/21	1,250.00
NV5 INC	NATIONAL CITY GIS WEBSERVER- ENG/PW	354431	8/31/21	9,828.75
OFFICE SOLUTIONS BUSINESS	MOP 83778 - OFFICE SUPPLIES - CITY CLERK	354432	8/31/21	154.47
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS - CCO - CHRISTINA BECERRA - WK	354433	8/31/21	1,520.00
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES - CITY CLERK	354434	8/31/21	53.17
STARTECH COMPUTERS	COMPUTER ACCESSORIES	354435	8/31/21	1,071.27
STC TRAFFIC	SWEETWATER ROAD MEDIAN LIGHT- ENG/PW	354436	8/31/21	14,989.40
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2021	354437	8/31/21	6,519.21
SYSCO SAN DIEGO INC	NUTRITION CENTER DISH WASHER RENTAL	354438	8/31/21	543.64
THE FILIPINO PRESS INC	DISPLAY AD: 1/2 PAGE FULL COLOR TRUSTED	354439	8/31/21	600.00
U S BANK	CREDIT CARD EXPENSES / MIS	354440	8/31/21	8,097.02
VERIZON WIRELESS	ACCT 642148071-00001	354441	8/31/21	155.18
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 21	354442	8/31/21	246.96
VULCAN MATERIALS COMPANY	SAND FOR SAND BAGS	354443	8/31/21	186.10
WSP USA INC	SB2 GRANT - PLANNING SERVICES - WSP	354444	8/31/21	2,444.13
WSP USA INC	WSP USA NTP FOR THE NATIONAL CITY	354445	8/31/21	2,067.89
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR SERVICE AND REPAIRS	354446	8/31/21	3,650.00
ASSI SECURITY INC	HD MICROPROX PROXIMITY ACCESS TAGS	354447	8/31/21	385.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	354448	8/31/21	91.17
BROWDER	TRAINING ADV SUB LDG CCUG SEP 13	354449	8/31/21	206.57
CABRERA	LIABILITY CLAIM COST	354450	8/31/21	4,310.00
CABRERA	LIABILITY CLAIM COST	354451	8/31/21	3,205.00
CINTAS CORPORATION NO 2	COX15. RECHARGE CO2 15# / FIRE	354452	8/31/21	551.66
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	354453	8/31/21	6,400.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	354454	8/31/21	107.34
COMMERCIAL AQUATIC SERVICE INC	MUNICIPAL POOL SUPPLIES	354455	8/31/21	4,844.03
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	354456	8/31/21	2,076.45
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21.	354457	8/31/21	2,939.63
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS -	354458	8/31/21	32.00
GARCIA	LIABILITY CLAIM COST	354459	8/31/21	3,710.00
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR PARKS	354460	8/31/21	402.41



**WARRANT REGISTER # 9
8/31/2021**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	354461	8/31/21	2.00
LIEBERT CASSIDY WHITMORE	SAN DIEGO EMPLOYMENT RELATIONS	354462	8/31/21	405.00
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2022	354463	8/31/21	300.31
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	354464	8/31/21	59.19
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	354465	8/31/21	220.04
PENSKE FORD	R&M CITY VEHICLES FY 2022	354466	8/31/21	479.67
PERRY FORD	MOP 45703 AUTO PARTS - PW	354467	8/31/21	86.84
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES TO REPLENISH STOCK	354468	8/31/21	246.49
PRO BUILD COMPANY	MOP 45707 - OES AIR CHUCK, FIRE SUPPLIES	354469	8/31/21	15.63
PROFESSIONAL SEARCH GROUP LLC	OFFICE TEMP SERVICE WEEK ENDING 8/15/202	354470	8/31/21	3,040.00
PROPPS	REIMBURSEMENT LENA / NSD	354471	8/31/21	108.37
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	354472	8/31/21	361.64
RMG COMMUNICATIONS	RMG COMMUNICATIONS	354473	8/31/21	4,650.00
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	354474	8/31/21	101,712.76
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUS CARDS- 500, ANA&BETH/ FIRE	354475	8/31/21	95.70
SORIANO	REIMBURSEMENT SORIANO/ NSD	354476	8/31/21	1,167.25
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES / PURCHASING	354477	8/31/21	202.93
STARTECH COMPUTERS	COMPUTER ACCESSORIES	354478	8/31/21	18.18
SWAGIT PRODUCTION LLC	SWAGIT WEBCAST FY22	354479	8/31/21	1,920.83
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	354480	8/31/21	37,226.00
TITAN EMPIRE INC	PERSONNEL MATTER - INVESTIGATIVE SERVICE	354481	8/31/21	13,572.50
U S BANK	OFFICE SUPPLIES	354482	8/31/21	244.74
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	354483	8/31/21	2,494.16
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	354484	8/31/21	175.86
WETMORES	MOP 80333 AUTO SUPPLIES - PW	354485	8/31/21	80.25
WILLY'S ELECTRONIC SUPPLY	3 TURN KEY CAMERA SYSTEMS	354486	8/31/21	17,363.71
			A/P Total	670,351.23
	GRAND TOTAL			\$ 670,351.23

The following page(s) contain the backup material for Agenda Item: [Adoption of a Resolution to Require AB 361 Findings Regarding Teleconference Meetings. \(City Clerk\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: October 5, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Adoption of a Resolution to Require AB 361 Findings Regarding Teleconference Meetings (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk **DEPARTMENT:** City Clerk

PHONE: (619) 336-4225

APPROVED BY: Shelley Chapel

EXPLANATION:

Adoption of the resolution would allow the City Council and the City Boards, Commissions and Committees to continue teleconference meetings via Zoom past the September 30, 2021, expiration date of the Governors Executive Order N-08-21. The State of Emergency continues as the COVID-19 Delta Variant has emerged causing a spike in cases throughout the world. The City complies with the County of San Diego County Health Department and Cal OSHA requirements to ensure the health and safety of its staff and the public.

Adopting this resolution would allow the City Council to reevaluate this declaration of findings every 30 days for ongoing continuation or further action.

See Attachment A – Explanation regarding Assembly Bill No. 361

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

None.

ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA)

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

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution making the findings required by AB 361 to continue teleconference meetings of the City Council and the City Boards, Commissions and Committees after September 30, 2021 for a period of 30 days from the date of this meeting to be considered again by the City Council for ongoing continuation or further action.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- A – Explanation
- B – Resolution

EXPLANATION

Background

The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.

Beginning March 2020, at the beginning of the COVID-19 Pandemic Governor Newsom executed Executive Order N-29-20 including additional series as the pandemic progressed and extending into 2021. The most recent Executive Order N-08-21, issued June 11, 2021 waived all physical presence requirements under the Ralph M. Brown Act as a means of limiting the spread of COVID-19. In addition, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home. Staff implemented the use of Zoom video conference meetings to continue the City's business and provide transparency to the public for City Council and City Boards, Commissions and Committees to continue to meet. Over time the City has implemented additional features providing greater access such as Spanish translation in real-time and public comment via the use of the audio component in Zoom.

Executive Order N-08-21 was set to expire on September 30, 2021. The date was predicted as a time when hopes were that agencies could begin to transition back to public meetings held in full compliance with the Brown Act. Since the issuance of Executive Order N-08-21 the Delta variant has emerged, causing a spike in cases throughout the world and specifically hard hit was California. As a result the County of San Diego County Health Department issued a Health Order effective June 15, 2021, requiring all individuals must follow requirements of the use of face coverings indoors in public places, regardless of vaccination status. The City complies with San Diego County Health Department and Cal OSHA requirements.

September 16, 2021, Governor Newsom signed into law Assembly Bill (AB) 361, which extends the authority of public agencies to conduct meetings by teleconference, including video conference, while the state of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place.

Discussion

AB 361 allows legislative bodies to continue to meet remotely after the September 30, 2021, deadline. According the bill a local agency is allowed to continue to hold public meetings through teleconferencing and make public meetings accessible electronically, to all members of the public seeking to observe and to address a legislative body.

- Local Agency holds a meeting during a declared state of emergency
- State or local Officials have imposed or recommended measures to promote social distancing
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health and safety of attendees
- The Legislative body cannot take further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members

- of the public from offering public comments, until public access is restored.
- Prohibiting the Legislative Body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to do register as required by the third-party internet website or online platform to participate.

The City meets the requirements to continue holding meeting remotely in order to ensure the health and safety of its staff and the public:

- The City is still under a local state of emergency
- State (Cal OSHA) and County Health Orders require that all individuals in public spaces maintain social distancing while wearing masks no matter vaccination status
- The City is unable to maintain social distancing requirements for the public, staff, Councilmembers, and Boards/Commission/Committee members in their meeting spaces.

Upon the City Council making these findings, and the subsequent adoption of this resolution the City would be required to declare said findings to continue to meet remotely every 30 days. Therefore, providing such findings and declaration in order to ensure the health and safety of the public.

The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19).

As a result, the City Council Meetings occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meetings may be viewed on the city's website at www.nationalcityca.gov.

Staff Recommendation

Staff recommends that the City Council adopt a resolution making the findings required by AB 361 to continue teleconference meetings of the City Council and the City Boards, Commissions and Committees after September 30, 2021 for a period of 30 days from the date of this meeting to be considered again by the City Council for ongoing continuation or further action.

RESOLUTION NO. 2021-

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, MAKING THE FINDINGS REQUIRED BY AB 361 TO CONTINUE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND THE CITY BOARDS, COMMISSIONS, AND COMMITTEES AFTER SEPTEMBER 30, 2021 FOR A PERIOD OF 30 DAYS

WHEREAS, the World Health Organization has declared the COVID-19 outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act; and

WHEREAS, beginning March 2020, California Governor Newsom executed Executive Order N-29-20 including additional updates as the pandemic progressed and extending into 2021. The most recent Executive Order N-08-21, issued June 11, 2021 waived all physical presence requirements under the Ralph M. Brown Act as a means of limiting the spread of COVID-19; and

WHEREAS, Executive Order N-08-21 is set to expire on September 30, 2021. The date was predicted as a time when hopes were that agencies could begin to transition back to public meetings held in full compliance with the Ralph M. Brown Act; and

WHEREAS, on September 16, 2021, California Governor Newsom signed into law Assembly Bill (AB) 361, which extends the authority of public agencies to conduct meetings by teleconference, including video conference, while the state of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place.

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

Section 1: Makes the findings required by AB 361 to continue teleconference meetings of the Legislative Body and its appointed Boards, Commissions, and Committees.

Section 2. Makes the findings that the City of National City meets the requirements to continue holding meeting remotely in order to ensure the health and safety of its staff and the public.

Section 3. That 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 5th day of October, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Annual Review of the City Council Policy Manual and Adopt a Resolution of the City of National City, California Approving Amended City Council Policy Manual Updates to Policies No. 104, 105, 502, and Eliminate Policies 112, and 703. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: October 5, 2021

AGENDA ITEM NO. |

ITEM TITLE:

Annual Review of the City Council Policy Manual and Adopt a Resolution of the City of National City, California Approving Amended City Council Policy Manual Updates to Policies No. 104, 105, 502, and Eliminate Policies 112, and 703. (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk **DEPARTMENT:** City Clerk

PHONE: (619) 336-4225

APPROVED BY: *Shelley Chapel*

EXPLANATION:

As per Council Policy #101, the City Council Policy Manual should be reviewed on an annual basis, and updated as necessary.

City Council Policies to be considered:

- #104 – Rules of Procedure and Order for City Council Meetings
- #105 – Request by Member of City Council to Place an Item on a City Council Agenda
- #112 – Document Reproduction - ELIMINATE
- #502 – Public Improvement or Professional Service Contract Change Orders
- #703 – Purchase of Products Containing CFC's – ELIMINATE

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

None.

ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA)

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

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving amended City Council Policy Manual Updates to Policies No. 104, 105, 502, and Eliminate Policies 112, and 703.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- A – Explanation
- B – Policies - Red Line
- C - Resolution

Background

A project team consisting of the Assistant City Manager, Assistant City Attorney and Deputy City Clerk has completed the review of the complete City Council Policy Manual. A cumulative staff review of the City Council Policy Manual has not been completed in a number of years. The attached policies are priorities in need of review and updating. Staff will return to the City Council next month with amendments for Policy No. 710, and then again in the spring of 2022 with changes to Policy No. 107 and then some other policies that require clerical changes as minor clean-up. In addition, specific departments will be bringing changes to select policies in 2022 as they will require additional collaboration between departments.

Below is a high-level overview of some of the staff recommendations. The policies referred to are attached and redlined to include staff recommendations and notes.

Clerical changes will be found in most all of the policies attached and are for consistency throughout the manual and follow the City style guides and procedures.

Prior Policy Amendments have been added to the end of each policy to provide a historical reference to prior changes made.

Staff Recommendations

POLICY #104 – RULES OF PROCEDURE AND ORDER FOR CITY COUNCIL MEETINGS

II RESPONSIBILITIES:

Page 5 of 42 – Responsibilities of City Clerk

- D(3) – Adding current procedure to archive all City Council Meetings according to the Records Retention Schedule, and adding that written comment is now uploaded to the City website within 48 hours following the City Council Meeting for the public record.

Page 6 of 42 – Responsibilities of City Attorney

- F(1) – Adding the current procedure of reporting final action taken in Closed Session in the open meeting once reconvened.

III MEETINGS:

Page 7 of 42 – Closed Session Meeting

F – Closed Session Meeting:

Updated the paragraph stating legal compliance is required in titling each item on the agenda for Closed Session. In addition, updating the requirement of the City Attorney to report out at the conclusion of the closed session. Most of the time a Regular City Council Meeting is scheduled to immediately follow and the City Attorney may report

under the title of Closed Session any action or direction given by the City Council during the Closed Session.

H– City Council Recess Periods:

Staff recognized that the number of days defining a recess period did not account for months that have an extra week extending the time between meetings from thirteen (13) days up to twenty (20) days. (e.g. March 2021 – March 17-April 6 = 20 days)

Page 8 of 42 – Holidays or Elections:

K – Holidays or Elections:

Grammatical cleanup in language. Substituting the words **that week** for on such day. This is per the NCMC Section 2.040.020 that states: In the event that the time of a regular meeting of the City Council falls on a holiday or Election Day, no meeting will be held **that week**.

Page 9 of 42 – Translation Services:

R – Translation Services:

Adding language consistent with current practice in teleconference meetings (Zoom) regarding the interpreters. Adding the translation interpreters provide service for the first two (2) hours minimum. If, after providing translation services for two (2) hours, no member of the public is using or has registered for those services, the translator not in use, then they may be dismissed by the Presiding Officer.

VI PUBLIC MEETING COMMUNICATIONS:

Page 11 of 42 – Translation Services:

C(1) – Translation Services: updating this section to reflect the same information in III Meetings Section of this Policy.

Page 12 of 42 – Communications with Persons Addressing the City Council:

3(k) – Public Comment (Agenda Items): The change is current process and procedure and specifically outlines the Speaker Slip and information provided, to include in support of, in opposition of, neutral on the item. Also addresses, tally of large amount of speakers for the same item, to summarize for the City Council.

VII AGENDA SEQUENCE AND ORDER OF BUSINESS:

Page 13 of 42 – Agenda Sequence and Order of Business:

The Introduction Section adds giving the City Manager authority to amend the order of the agenda if no reports are filed for specific sections. Additionally, specifying when the Presiding Officer can reorder the agenda.

VII AGENDA PROCESS

Page 13 of 42 – Preparation, Distribution and Posting:

Policy #105 as proposed amended would provide a separate policy regarding the process for City Councilmembers to place items on the agenda. If Policy #105 is approved as staff recommendation the suggested changes in this section would apply, removing them as they would be duplicative.

First paragraph, 1(b), and B. would be effected as redlined – removing those sections.

IX VOTING

Page 18 of 42 – Voting:

E. – Tie Vote: Providing a better description of the result of a tie-vote.

IV DEFINITIONS

Page 18 of 42 – Definitions:

This section was mainly grammatical correction, adding Specific language as referenced in the Government Code.

PRIOR POLICY AMENDMENTS:

Updated to reflect the history of change on the specific Policy.

In Summary throughout Policy No. 104 - Clerical changes such as removing “quotes” around words, grammar, spelling, gender reference, and documenting specific Government Code and Municipal Code Section as reference when applicable, in addition to adding current practices and procedures.

POLICY #105 – REQUEST BY MEMBER OF THE CITY COUNCIL TO PLACE AN ITEM ON A CITY COUNCIL AGENDA

Staff recommendations are to amend this policy to establish a clear and effective process for the City Councilmembers to place items on the City Council Agenda for consideration. The policy complies with the Ralph M. Brown Act (Brown Act) restricting the City Councilmembers from discussing items without proper noticing. This policy is a combination of current procedures, meeting legal requirements of the Brown Act, and best practices.

POLICY #112 – DOCUMENT REPRODUCTION

Staff recommends eliminating this policy in its entirety as it is included in the Public Records Act of California as a requirement of the City to reproduce records upon request if available. In addition, the City Clerk’s Office offers this service electronically on the City website. This eliminates paper and saves on staff time as most of the records requested are then available in the Public Records Request system called NextRequest, providing members of the public an opportunity to retrieve the documents for themselves eliminating duplicate requests.

The City Fee Schedule includes fees for paper copies so this is duplicative.

POLICY #502 – PUBLIC IMPROVEMENTS OR PROFESSIONAL SERVICE CONTRACT CHANGE ORDERS

Staff recommendations reflect the National City Municipal Code Section 2.60.020 Authority of City Manager.

Page 1:

- a) Removal of the words Standard Specification for Public Works Construction. This is the name of a resource used in the Public Works field and is commonly known as the Green Book. The policy references both titles, however, staff refers to the Green Book title as a business practice.
- b) Adding Definitions for common language used when referring to Professional Service Contracts.

Page 2:

- a) The Policy section was completely revised to include language already codified in NCMC Section 2.62.030 providing award authority on public project change orders up to 15% aggregate of the original contract amount not to exceed maximum of \$25,000 to the City Engineer.
- b) Changing the policy to match already codified in NCMC 2.62.030 granting awarding authority on public project change orders up to 25% aggregate of the original contract amount not to exceed maximum of \$50,000 to the City Manager.
- c) Removing language duplicative in the NCMC as clerical clean-up (see red-lined items 3-7).

POLICY #703 – PURCHASE OF PRODUCTS CONTAINING FULLY HALOGENATED CHLOROFLUOROCARBONS (CFCs)

The United States Environmental Protection Agency (EPA) PRN 93-4 Ban on Aerosol Products Containing CFCs and HCFCs under the Clean Air Act banned the sale, and distribution of products containing CFCs effective January 17, 1994. Since these products are no longer available for purchase, the policy can be eliminated.

**CITY COUNCIL POLICY
CITY OF NATIONAL CITY**

TITLE: Rules of Procedure and Order for City Council Meetings

POLICY #104

ADOPTED: December 13, 1983

AMENDED: ~~April 2, 2019~~
August 18, 2020

**Rules of Procedure and Order for
City Council Meetings**

Adopted: December 13, 1983
Last Amended: April 2, 2019

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ADOPTED: December 13, 1983	AMENDED: April 2, 2019 <u>August 18, 2020</u>

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I. PURPOSE

The purpose of this Policy is to establish Rules of Procedure and Order for City officials, staff and members of the public at all meetings of the City Council to ensure that the business of the City is attended to in an open and orderly manner and in an environment safe for all persons in attendance. The policy establishes and delineates general meeting rules, roles and responsibilities, to allow for an orderly meeting where all individuals can exercise their Constitutional rights.

All meetings of the City Council will be conducted under Rosenberg's Rules of Order. In addition, such meetings will be governed in accordance with the Ralph M. Brown Act (Gov. Code § 54950, hereinafter "the Brown Act") and other applicable State laws. Any question about proper procedure will be immediately referred to the City Clerk as parliamentarian.

This policy applies to all persons attending public meetings in the City Council Chambers or any other location where a meeting subject to this policy takes place. In the event of any inconsistency between this policy and State law or regulation, State law or regulation shall apply.

II. RESPONSIBILITIES

It is important to recognize that the City Council acts as a legislative body. No member has extraordinary powers beyond those of other members. While the Mayor and Vice-Mayor may have additional ceremonial and administrative responsibilities, in the establishment of policies, voting and in other significant areas, all members are equal. Policy is established and direction is given to City staff by a majority vote of the Council.

While individual Councilmembers may disagree with decisions of the majority, a decision of the majority binds the Council to a course of action and provides staff with direction to follow. In turn, it is staff's responsibility to ensure the policy of the Council is implemented and upheld consistent with the wishes of the majority. Implementation of Council policy by staff does not reflect a bias against Councilmembers who held a minority opinion on an issue.

- A. Responsibilities of Presiding Officer/Mayor: The Presiding Officer of the City Council, shall be the Mayor, or in the Mayor's absence the Vice-Mayor, or in both of their absence any other member designated by the City Council. It shall be the duty of the Presiding Officer to ensure that the Rules of Procedure and Order contained herein are observed, The Presiding Officer shall maintain control of communication between Councilmembers and between the Council, staff, and members of the public. The Presiding Officer may make and second motions.
- B. Responsibilities of Vice-Mayor: In the absence of the Mayor from the City or a Council

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meeting, the Vice--Mayor shall possess all the powers of the office of the Mayor, and be subject to all prescribed duties for that office.

C. Responsibilities of City Council:

1. Members of the City Council shall review all meeting materials in preparation for City Council meetings and be prepared to discuss the agenda.
2. Members of the City Council shall arrive on time for all City Council meetings.
3. Members of the City Council shall conduct themselves in an orderly, professional and businesslike manner to ensure that the business of the City shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process of the City Council is maintained at all times.
4. Members of the City Council shall maintain a polite, respectful, and courteous manner when addressing one another, City staff, and members of the public during City Council meetings.
5. As a courtesy, members of the City Council shall report upcoming absences ~~or out-of-town trips~~ to the City Manager as soon as possible to ensure that any necessary adjustments to the agenda may be made, and to ensure a quorum.

D. Responsibilities of City Clerk:

1. The City Clerk shall serve as the Parliamentarian for the City Council meetings to advise the Presiding Officer. Within the limitations imposed by Rosenberg's Rules of Order, the Presiding Officer has the authority to determine proper parliamentary procedure.
2. The City Clerk shall call and record roll call votes; and shall read ordinance titles and agenda items as requested by the Presiding Officer.
3. The City Clerk shall keep minutes of the open meeting in accordance with City Council Policy No. 106, and ~~disposition-permanent retention~~ of video recordings of those proceedings as the archived record. Any written comment received for the meeting will be made available on the City website within 48 hours of the meeting. All retention per the City Records Retention Schedule.

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E. Responsibilities of City Manager:

1. The City Manager's duties during City Council meetings include keeping a record of concerns raised by the City Council regarding direction for future staff action and facilitating the orderly presentation of staff reports.

F. Responsibilities of City Attorney:

1. The City Attorney's duties during City Council meetings ~~is to include~~ consulting with City Council on items of concern on the agenda, ~~and~~ to pro-actively inform and protect Councilmembers from potential violations and conflicts of law, and to report on any final action taken in closed session.

III. MEETINGS

- A. Regular Meeting: The City Council shall hold regular meetings on the first and third Tuesday of each month. The meetings shall be held in the Council Chambers of City Hall, 1243 National City Boulevard in the City of National City. The regular meeting shall begin at 6:00 p.m., or as otherwise scheduled due to the demand of business or for closed session.
- B. Adjourned Meeting: The City Council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn.
- C. Special Meeting: A special meeting may be called at any time by the Mayor whenever the public business may require it or upon direction by a majority of the City Council. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is accessible to members of the public.
- D. Emergency Meeting: Pursuant to the Government Code, the twenty-four (24) hour notice and posting requirements for a special meeting may be dispensed with under the following emergency conditions: work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body, except in the case of a dire emergency.
- E. Recessed Meeting: Pursuant to the Government Code, a meeting of the City Council may recess to the following regular business day if the action is taken in good faith and not to circumvent the requirements of the Brown Act. The meeting may not be recessed to another day after that unless it is posted in accordance with the Brown

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Act.

- F. Closed Session Meeting: The City Council may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which is authorized to be heard or considered in closed session in accordance with State law. If a closed session is included on the agenda, the description of the item ~~must comply with Government Code Section 54954.5, need only identify the statutory basis for the closed session, and need not include the specific topic which is the subject of the closed session, unless otherwise required by law.~~ For each closed session, the ~~body~~ City Attorney must orally announce the subject matter of the closed session. If final action is taken in closed session, the ~~body~~ City Attorney generally must report the action at the conclusion of the closed session, unless agendaized for that same Closed Session Meeting or list on the agenda for the Regular Meeting immediately following.

No minutes of the proceedings of the City Council during closed session are required. There shall be no closed session during any special emergency meeting. No person present in a closed session shall disclose, outside of the closed session, any information revealed in such closed session, without the prior authorization of a majority of the City Council. Any violation of this policy may be enforced by one or more of the actions delineated in City Council Policy No. 113.

- G. Quorum: A quorum at any meeting of the City Council will be established by the presence of three (3) members of the City Council. The Mayor shall count as a Councilmember for the establishment of a quorum.
- H. City Council Recess Periods: The City Council has traditionally observed a recess period during the summer to provide elected officials and staff an opportunity to catch up on work, reenergize after a lengthy budget and strategic planning process, and prepare for the start of a new fiscal year. For purposes of this policy, a recess period is defined as a period of time longer ~~than~~ than twenty (20) thirteen (13) days without a regular or special meeting of the Council.

During any recess period, the City Manager is authorized to take such ministerial action on matters of operational urgency as would normally be taken by the City Council during the recess except for those duties specifically reserved to the City Council by Government Code, and including such emergency actions as are necessary for the immediate preservation of the public peace, health, or safety. The City Manager shall make a full and complete report to the City Council at its first regularly scheduled meeting following the recess of actions taken by the City Manager pursuant to this section, at which time the City Council may make such findings as may be required

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and confirm said actions of the City Manager.

- I. Cancellation of Meetings: Any meeting of the City Council may be cancelled in advance by a majority vote of the Council. In the event that the Mayor and/or Vice-Mayor are unable to cancel a meeting, in the case of an emergency the City Manager is authorized to cancel such meeting.
- J. Location of Meetings: Regular meetings of the City Council shall be held in the Council Chambers unless appropriate notice is given pursuant to and the location of the meetings is in accordance with the Brown Act. The City Council may hold a special meeting at another location within the City, or locations outside the jurisdiction of the City, provided appropriate notice is given pursuant to and the location of the meeting is in accordance with the Brown Act.
- K. Holidays or Elections: In the event that the a regular meeting of the City Council is ~~scheduled on the same day as falls on~~ a legal holiday, or an election day on which a National City candidate or National City measure appears on the ballot, no meeting will be held ~~on such day that week~~. Any regular meeting may be dispensed with by a majority vote of the City Council.
- L. Adjournment: It is the policy of the City Council that that all evening meetings of the City Council, including special meetings and workshops, be adjourned no later than 10:30 p.m., which time is referred to as the normal time of adjournment. The meeting shall be extended no more than once and subsequently may be adjourned to a later date. No new item of business shall be taken up by the Council after the normal time unless the Council has determined by a super-majority vote to set aside this policy. In the event the entire agenda cannot be completed by the normal time of adjournment, the Council may take up and act upon the more pressing agenda items. All agenda items not considered at the meeting shall be on the agenda of the next regular, special, or adjourned regular meeting unless the Council directs otherwise.
- M. Taping or Broadcasting: Meetings may be broadcast, audio-recorded, video-recorded or live-streamed ~~live-streamed~~ so long as the activity does not constitute a disruption of the proceeding.
- N. Teleconferencing: Teleconferencing shall be allowed as per Government Code section 54953. Teleconference meetings may be held under carefully-defined conditions. The meeting notice must specifically identify all teleconference locations, and each such location must be fully-accessible to members of the public.
- O. Agenda Exception: Special procedures permit a body to proceed without an agenda in

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the case of emergency circumstances, or where a need for immediate action came to the attention of the body after posting of the agenda. (Reference Section VIII, A.5 - Non-Agenda Items Requiring Immediate Action)

- P. Comfort Breaks: It is the policy of the City Council that the Presiding Officer will call comfort breaks of 5-10 minutes when a meeting is expected to last more than two hours. While it is not possible to predict the duration of a meeting, scheduled breaks allow participants to not miss any part of the meeting and help stay alert and maintain a high level of concentration and participation.
- Q. Use of Personal Electronic Devices: The use of personal electronic devices on the dais shall be limited to official agenda-related tasks and emergency notifications. If, in the opinion of the Presiding Officer, a Councilmember's use of an electronic device is disruptive to Council deliberations or disrespectful to the public, the Presiding Officer may request that the Councilmember cease ~~his or her the~~ use of such device.
- R. Translation Services: Simultaneous Spanish interpreting services are provided at City Council meetings, through the use of headsets. An Spanish-language interpreter is also available to interpret and translate for speakers who wish to address the City Council. When the meetings are hosted as a webinar, an Spanish-language interpreter isshall provided translation services for a minimum of two (2) hours. If, after providing translation services for two (2) hours, no member of the public is using those services, the translator not in use, then they may be dismissed by the Presiding Officer.
- S. Compliance with Brown Act: All regular, special, and adjourned meetings of the City Council shall be called, noticed and conducted in compliance with the Brown Act.

IV. REMOTE ACCESS TO MEETINGS

- A. Internet Broadcast: ~~Live-Streaming" Live" streaming~~ video of City Council meetings is available at www.nationalcityca.gov. Archived meetings are also available online.
- B. E-Notification: Individuals may sign up via the City's website to receive email notifications of published City Council and ~~b~~Board, ~~and e~~Commission, ~~and e~~Committee meeting agendas, City news, special events, and more.

V. PUBLIC ASSISTANCE & ACCOMMODATIONS

Upon request, the City Council agenda and backup materials will be made available in alternative formats. Any person who requires a disability-related modification or accommodation to participate in the public meeting, including auxiliary aids or services, ~~to~~

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~~participate in the public meeting~~, may request a modification, accommodation, aid, or service by contacting the City Clerk's Office either in person or by telephone no later than 10:00 a.m. on the day preceding the scheduled meeting.

VI. PUBLIC MEETING COMMUNICATIONS

A. Communications between City Councilmembers:

1. Councilmembers wishing to speak should request the floor by being recognized by the Presiding Officer before speaking. The Presiding Officer must recognize any Councilmember who seeks the floor when appropriately entitled to address the City Council.
2. No Councilmember shall speak again until all Councilmembers have had the opportunity to speak.
3. Councilmembers shall remember that the purpose of the City Council meeting is to conduct the business of the City. Councilmembers shall avoid repetition and shall limit their comments to the subject matter at hand. Councilmembers shall endeavor to express their views without engaging in unnecessarily lengthy debates.
4. When one Councilmember is speaking, other Councilmembers shall not interrupt, disrupt or disturb the speaker. During questions and deliberations, the Presiding Officer may vary the speaking sequence of Councilmembers from item to item.

B. Email Communications between City Councilmembers: Because email communications can ultimately lead to the exchange of information intended to, or which may, create collective concurrence among a quorum of Councilmembers, e-mail communications between Councilmembers relative to Council business should be avoided at all times.

C. Communications with Persons Addressing the City Council: Members of the public may address the City Council during the Public Comment period and/or prior to the consideration of any agenda item. Persons shall address the City Council as a whole and shall not engage in a dialogue with individual Councilmembers, staff, or with other members of the audience. Any person wishing to speak, whether during the Public Comment period or on an agenda item, is requested to complete a "Request to Speak Speaker Slip" form and submit the form to the City Clerk prior to the calling to order of the meeting or as soon thereafter as possible. Filling out a speaker slip is

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not required to participate. All those addressing the Council shall do so from the podium.

The City Council may not prohibit public criticism of the City in general, City staff, or members of the City Council, its policies, procedures, programs, or services of an agency or its acts or omissions. A speaker may not be stopped from speaking because either the Presiding Officer or Councilmembers disagree with the viewpoint being expressed.

~~4.—1. Translation Services: Simultaneous Spanish interpreting services are provided at City Council meetings, through the use of headsets. A Spanish-language interpreter is also available to interpret and translate for speakers who wish to address the City Council. When the meetings are hosted as a webinar, a Spanish-language interpreter shall provide translation services for a minimum of two (2) hours. If, after providing translation services for two (2) hours, no member of the public is using those services, the translator may be dismissed by the Presiding Officer. The City strives to provide simultaneous Spanish interpreting services at all regular City Council meetings, through the use of headsets. An interpreter is also available to interpret for speakers who wish to address the Council.~~

2. Public Comment (Non-agenda): At all regular City Council meetings, speakers shall have the right to address the City Council on any matter within the elected body's jurisdiction, subject to a three (3) minute time limit or less, depending on the number of speakers. The Council may listen to the speaker's comments, but cannot discuss or take action on communications not on the agenda. Non-agenda Public Comment may be referred to the City Manager for administrative action or placement on a subsequent agenda, with a majority vote of the Council.

a. At each regular Council meeting, up to 30 minutes shall be reserved for Public Comment.

b. The City Clerk will review the ~~S~~speaker ~~S~~slips and inform the Presiding Officer of the number of slips. If the number of speakers, at three (3) minutes each, exceeds the 30-minute allotted time for Public Comment, the Presiding Officer may reduce the time allotted to each speaker, extend Public Comment time, or continue remaining speakers to the end of the meeting.

c. Donations of time from one speaker to another ~~will~~are not ~~be~~ permitted.

d. The Presiding Officer shall have the authority to reduce equally each speaker's time to accommodate a larger number of speakers.

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- e. Speaker ~~S~~slips for Public Comment will be accepted by the City Clerk in the Council Chambers no earlier than 15 minutes before the meeting and up until the Public Comment portion of the agenda is finished.
 - f. In order to ensure that non-English speakers receive the same opportunity to directly address the City Council, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the City Council, unless simultaneous translation equipment is used to allow the City Council to hear the translated public testimony simultaneously. (Government Code 54954.3)
 - g. Remarks shall be addressed to the City Council as a body.
 - h. If there is a group representing a common position, designation of a spokesperson is encouraged. The Presiding Officer may allot a mixed amount of time for presentations of this nature.
3. Public Comment (Agenda Items): Speakers shall have the right to address the City Council on items which appear on the agenda, subject to the 3-minute time limit.
- i. Donations of time from one speaker to another will not be permitted.
 - j. The Presiding Officer shall have the authority to reduce equally each speaker's time to accommodate a larger number of speakers, or to limit the total speakers' time on an agenda item.
 - k. Speaker ~~S~~slips for agenda items will be accepted by the City Clerk in the Council Chambers no earlier than 15 minutes before the meeting and up until the public testimony on the item is finished. Included on the ~~S~~speaker Sslip shall be the option for ~~the individuals who do not wish to speak~~ to register in support of, in-~~or~~ opposition to, or neutral on the item. ~~but do not wish to speak (An individual must be present to register a position or opinion).~~ The City Clerk will provide a tally of those who do not wish to speak on an item, but who do provide a position or opinion.
 - l. Remarks shall be addressed to the City Council as a body and not to any member of the City Council, staff or the public. No questions shall be asked of an individual member of the City Council, staff, or the public. The Presiding Officer may limit interaction between Councilmembers and public speakers to questions of clarification.

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- m. If there is a group representing a common position, designation of a spokesperson is encouraged. The Presiding Officer may allot a mixed amount of time for presentations of this nature.
 - n. In order to ensure that non-English speakers receive the same opportunity to directly address the City Council, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Council, unless simultaneous translation equipment is used to allow the Council to hear the translated public testimony simultaneously. (Government Code Section 54954.3)
4. Presentations to City Council: Any information presented to the City Council for its consideration in formats such as PowerPoint, Video, or other audio/visual media VHS, or DVD must be submitted to the City Clerk's Office no later than the Wednesday immediately prior to the City Council meeting in order to have the presentation facilitated for City Council viewing and broadcast. If presentations are submitted after that deadline, it will not be possible for them to be played or displayed during the meeting, although ten (10) hard copies may be submitted to the City Clerk for distribution to the City Council. Documents and presentations displayed during the City Council meeting shall become apart of the public record and must be submitted to the City Clerk for retention. The City Clerk's Office will post any materials received at a City Council Meeting to the City website within 48 hours of the meeting.

VII. AGENDA SEQUENCE AND ORDER OF BUSINESS

Generally, the agenda sequence and order of business ~~at of a~~ regularly scheduled City Council meetings of the City Council shall determined by the City Manager's.

During the City Council Meeting the Order of Business shall be followed, unless otherwise reordered by the Presiding Officer with the consensus of the City Council during the City Council Meeting.

- A. Call to Order: The Presiding Officer officially calls the meeting to order.
- B. Roll Call: Before the City Council shall proceed with the business of the Council, the City Clerk shall call the roll of the members and the names of those present shall be entered in the minutes. The later arrival of any absentee shall also be entered in the minutes.

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- C. Pledge of Allegiance: Each agenda of a regularly scheduled Council meeting shall provide an item for the recital of the "Pledge of Allegiance" to both the United States flag and the California flag.
- D. Public Comments: Speakers shall have the right to address the City Council on any matter within the elected body's jurisdiction, subject to a 3-minute time limit or less, depending on the number of speakers. The City Council may listen to the speaker's comments, but cannot discuss or take action on communications not on the agenda. Non-agenda public comment may be referred to the City Manager for administrative action or placement on a subsequent agenda.
- E. Proclamations and Certificates: The agenda shall provide a time when proclamations directing attention to a person, organization or event may be presented. Proclamations will be issued subject to Section XIV, E - Proclamations.
- F. Awards and Recognitions: The agenda shall provide a time when recognitions may be presented.
- G. Presentations: The Presentations section of the agenda is for the purpose of allowing a brief (5 to 10 minutes each) opportunity at the beginning of a Council meeting for City Council to receive information from outside agencies or City staff. It is not meant for a topic that would require lengthy deliberation, debate, or action. Items may be placed on the Presentation section of the agenda at the request of the City Council or City staff with the City Manager's concurrence. Approval to place a presentation on the agenda that has been requested by a community member must be obtained through the City Manager's Office.
- H. Interviews and Appointments: The agenda shall provide a time for the City Council to interview and/or appoint members of the City Council or the public to City and/or external boards, commissions and committees.
- H.I. Regional Boards and Committee Reports: City Councilmembers report on meetings attended on behalf of the City. Councilmembers are limited to five-minutes.
- H.J. Consent Calendar: Items of a routine or generally uncontested nature may be approved by the City Council in a single motion by adoption of the Consent Calendar. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein: Upon request of any Councilmember, staff, or public made through the Presiding Officer, an item may be removed from the Consent Calendar for separate discussion and/or action. Each item proposed for consideration as part of the Consent Calendar shall be described on the agenda posted for the

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meeting.

~~J.K.~~ Public Hearings: Ordinances & Resolutions: This portion of the meeting allows for a noticed public session to receive original evidence or testimony on applications regulated by this title. Scheduled public hearings shall be commenced at 6:00 p.m. or as soon thereafter as possible. (Reference Section XI, Public Hearings)

~~K.L.~~ Non-Consent Resolutions: Items generally of a non-routine nature for City Council discussion and/or action.

~~L.M.~~ New Business: This portion of the meeting is devoted to discussion or consideration of items of business that have or have not previously been before the City Council.

~~M.N.~~ Staff Reports: This portion of the meeting provides the City Manager and staff the opportunity to give general comments, updates, and announcements.

~~N.O.~~ Mayor and City Council Reports: This portion of the meeting provides the City Council the opportunity to give general comments, announcements, or informational reports on any item not on the agenda. These matters may not be discussed or deliberated. ~~This is also the portion of the meeting for a Councilmember who is seeking to place an item on a future meeting agenda to make their request (Reference Section VIII-B, City Council Requests to Place Items on Future Agenda).~~

~~O.P.~~ Closed Session Report: At an Open Session following a Closed Session, the body must report on final action taken in Closed Session under specified circumstances.

P. Adjournment: It is the policy of the City Council that that all evening meetings of the City Council, including special meetings and workshops, be adjourned no later than 10:30 p.m., which time is referred to as the normal time of adjournment.

VIII. AGENDA PROCESS

In order for both the City Council and City staff to be adequately prepared to discuss City business during City Council meetings, items for discussion shall be placed on the agenda in accordance with established City Council agenda deadlines and in compliance with the Brown Act. Generally, items not on the agenda cannot be discussed or considered during a City Council meeting. This section of the policy discusses ~~the limits upon non-agenda items and~~ how to place

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~~those~~ items onto the agenda, agenda setting, preparation and distribution, ~~and the process by which Councilmembers request to place items on a future agenda.~~

A. Preparation, Distribution and Posting

1. Agenda Items: In conjunction with City staff, the City Manager shall have the primary responsibility for preparing the City Council agenda and placing matters on the agenda in accordance with identified City needs and scheduling.
 - a. In the event an item is brought to the attention of the City Manager that requires immediate City Council attention after the agenda setting meeting and before the agenda is distributed, the City Manager will determine the need for the item to be added to the agenda.
 - ~~b. With regard to items directed by the City Council made during the regular City Council meeting, such items will be scheduled for the next City Council meeting whenever possible. If an item requires additional staff work that cannot be completed in that time frame, the City Manager will advise the City Council when staff anticipates the item will be scheduled for City Council action.~~
2. Agenda Review Meeting: Prior to release and posting of a final City Council agenda, an agenda review meeting shall be held by the City Manager with the City Attorney and the Mayor, or another member of the City Council designated by the Mayor, to serve in his/her/their absence. The proposed agenda shall be reviewed at this meeting.
3. Agenda Preparation: Not later than the Thursday prior to the City Council meeting, the City Manager is responsible for preparing the agenda packet, which shall include the agenda plus all its corresponding duplicated agenda items. No item shall be considered if not included in the packet, except that a correction or supplement to an item already included in the packet may be considered in accordance with the Ralph M.-Brown Act.
4. Agenda Distribution and Posting: Not later than the Thursday prior to the City Council meeting, the City Manager is responsible for distributing the agenda packet to each member of the City Council. Staff shall post each agenda at least 72-hours in advance of the meeting and shall post each agenda of a special meeting at least 24-hours in advance of the meeting on the official bulletin boards at City Hall, ~~Police Department, Library~~ and on the City's website.
5. Non-Agenda Items Requiring Immediate Action: Matters requiring City Council

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action must be placed onto a Council Agenda in a timely manner in order for Council to consider the matter. In accordance with the Ralph M. Brown Act, off-agenda items requiring City Council approval will not be considered by the City Council except under the following two circumstances:

- a. An emergency situation exists, as defined in the Government Code; or,
- b. The City Council determines by a two-thirds (2/3's) vote, or by a unanimous vote if less than two-thirds of the Council is present, that:
 - There is a need for immediate action, and
 - The need to take action on the item arose after the posting of the agenda.

If the City Council finds that the need to take action arose subsequent to the agenda posting, pursuant to the criteria above, it shall make those findings by separate motion, including the factual reasons supporting the findings. The findings shall be reflected in the City Council minutes.

~~B. City Council Requests to Place Items on Future Agenda: A Councilmember seeking to place an item on a future agenda shall make such request under the "Mayor and City Council Comment" portion of the agenda; such request requires a majority vote of the City Council.~~

IX. VOTING

- A. Obtaining the Floor: Any Councilmember wishing to speak must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any Councilmember who seeks the floor when appropriately entitled to do so.
- B. Voting Procedure: Any vote of the City Council, including a roll call vote, may be registered by the members by answering "Yes" or "Aye" for an affirmative vote, "Abstain" for an abstention, or "No" or "Nay" for a negative vote upon the member's name being called by the City Clerk; or an electronic vote may be registered by pressing the Councilmember button for an affirmative vote, an abstention, or a negative vote, upon a vote being called for by the Presiding Officer.

Following the vote, the City Clerk shall audibly announce the results of the vote by name indicating whether the item-question carried or was defeated. The same shall be recorded in the minutes as the vote. The Presiding Officer in his or her discretion may publicly explain the effect of a vote for the audience, or may direct a member of the staff to do so before proceeding to the next item of business.

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- C. Disqualification for Conflict of Interest: Any Councilmember who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state, the nature of such disqualification in open meeting. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Councilmember affected, be decided by the other Councilmembers. A Councilmember who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat during the debate and vote on such matter, but shall request and be given the permission by the Presiding Officer to step down from the Council dais. A Councilmember stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.
- D. Failure to Vote: Every Councilmember should vote unless disqualified by reason of a conflict. The vote of a Councilmember who abstains absent a disqualifying conflict of interest shall be counted with the majority vote of the quorum on the question voted upon.
- E. Tie Vote: ~~Tie votes shall be lost motions and may be reconsidered.~~ Any proposed measure that receives a tie vote from the members of the City Council shall be considered lost and may be reconsidered.
- F. Changing Vote: A Councilmember may change his or her vote only if ~~he or she~~ Councilmember makes a timely request to do so immediately following the announcement of the vote by the City Clerk and prior to the time that the next item in the order of business is taken up.
- G. Reconsideration: A motion to reconsider the vote on any action taken by the City Council at either this meeting or a previous meeting may be made only by one of the Councilmembers who voted with the prevailing side.
- H. Point of Order: An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.
- I. Continuance of Discussion or Hearings: Any item being discussed or any public hearing at a City Council meeting may, by order, notice, or motion, be continued or tabled to any subsequent meeting.
- J. Rosenberg's Rules of Order: Rosenberg's Rules of Order have been adopted by the City Council and shall apply in all cases.

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K. Disclosure of Ex Parte Contacts: An "ex parte" contact or communication occurs when, prior to considering a matter on a public meeting agenda, a member or members of the City Council receives information, oral, written, or otherwise, pertaining to that matter outside the public meeting. (Reference City Council Policy No. 116-Procedure for Disclosure of Ex Parte Contacts)

X. MOTIONS

Motions are the vehicles for decision making by a body. It is normally best to have a motion before the body prior to commencing discussion of an agenda item. There are three motions that are the most common and recur often at meetings:

1. The basic motion. The basic motion is the one that puts forward a decision for the body's consideration.
2. The motion to amend. If a Council member wants to change a basic motion that is before the body, they would move to amend it.
3. The substitute motion. If a Council member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion.

Motions may be made by any member of the City Council, including the Chair. Any member of the City Council may second a motion. (Reference *Rosenberg's Rules of Order* for a more detailed discussion on motions in general and sample motions.)

A. Procedure for Motions: The following is the general procedure for making motions:

1. The item is presented by staff or others followed by questions and discussion by Councilmembers.
2. A Councilmember who wishes to make a motion shall first obtain the floor.
3. A Councilmember who wishes to second a motion shall do so through a request to the Chair.
4. Before a motion can be discussed, it shall be seconded.
5. Once a motion has been properly made and seconded, the Chair shall open the matter for further discussion offering the first opportunity to the moving party.

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and, thereafter, to any Councilmember properly recognized by the Presiding Officer.

6. Once the matter has been fully debated and the Presiding Officer calls for a vote, no further debate will be allowed, provided, however, any Councilmember may be allowed to explain his or her vote prior to the vote being cast.

- B. Amendments to Motions: As previously discussed, when a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject other than the agenda item under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

XI. PUBLIC HEARINGS/ORDINANCES & RESOLUTIONS

- A. Except as provided otherwise by law, public hearings shall generally be conducted as follows:
1. Scheduled public hearings shall commence at 6:00 p.m. or as soon thereafter as possible.
 2. Speakers are encouraged to complete a Speaker ~~R~~request ~~s~~Slip; however, a ~~s~~Speaker ~~s~~Slip is not required in order to speak.
 3. At the beginning of each public hearing item, the Presiding Officer shall announce the item for the public hearing, request that staff present the staff report and any other relevant evidence, and open the public hearing. The presentation of the staff report prior to the formal opening of the public hearing shall not prevent its consideration as evidence. Any such evidence shall be made a part of the record of the public hearing.
 4. Following the staff report and opening of the public hearing, the Presiding Officer shall thereupon call upon the proponent (if other than staff) to present his or her presentation. Thereafter, the Presiding Officer shall inquire as to whether there are any persons present who desire to address the City Council on the matter. Any person desiring to speak or present evidence shall then make their presence known to the Presiding Officer and, upon being recognized by the Presiding Officer, may speak or present evidence relevant to the subject matter being heard.

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5. The applicant/appellant, and/or their representative shall speak first and shall have a sufficient amount of time to do so, any portion of which may be reserved and used for rebuttal.
6. Each member of the public wishing to address the City Council, other than the applicant/appellant, shall then be allowed to address the City Council and shall have three (3) minutes to speak. Prior to declaring the public hearing open, however, when necessary because of the number of possible speakers, the Presiding Officer may establish a time limit for the entire public hearing, or establish time limits for the presentation of each individual speaker. All persons interested in the matter being heard by the City Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the City Clerk as part of the record.
7. Councilmembers who wish to ask questions of the speakers, staff or each other, during the public hearing portion, may do so only after being recognized by the Presiding Officer in the manner set out in this policy.
8. Councilmembers should be mindful that the purpose of the public hearing is to obtain testimony, and not to debate the merits of the item under consideration. Councilmembers should avoid debate and expressions of personal opinion until after the close of the public hearing.
9. Following the conclusion of such questions, the Presiding Officer shall allow the applicant/appellant the opportunity for rebuttal.
10. Following the rebuttal, the Presiding Officer shall close the public hearing and then allow each Councilmember to state his or her opinion on the item before asking for a motion to decide the matter.
11. Upon closing the public hearing by the Presiding Officer, no additional public testimony shall be solicited or received by the City Council without reopening the public hearing through the Presiding Officer with consensus of the City Council.
12. The Presiding Officer at all times shall conduct the public hearing in such a manner as to afford due process to all affected persons.

XII. MEETING DECORUM & CONDUCT

Meetings of the City Council shall be conducted in an open and orderly manner and in an environment safe for all persons in attendance to ensure that the public has a full opportunity

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to be heard and that the deliberative process of the Council is retained at all times. The Presiding Officer shall be responsible for maintaining the order and decorum of meetings. This policy is not intended to deprive any person of his or her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe and conducive place to conduct public business.

A. Conduct:

1. Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of obscene, lewd, loud, threatening, repeatedly irrelevant or repetitious, or abusive language, including clapping, whistling, yelling, stamping of the feet, or other acts which disturb, disrupt, impede, or otherwise render the orderly conduct of the City Council meeting infeasible. A member of the audience engaging in any such conduct may, after warning by the Presiding Officer, at the discretion of the Presiding Officer or a majority of the City Council, be subject to removal from the meeting.
2. Persons in the audience will refrain from creating, provoking, or participating in any type of disturbance involving unwelcome physical contact.
3. Noise emanating from the lobby outside the Council Chambers which is audible within the Chambers shall not be permitted. The Sergeant-at-Arms is authorized to enforce this rule by requesting those in the lobby to remain silent or to leave the area.

B. Authorized & Designated Areas:

1. No person shall stand or sit in the aisles. No person shall block any doorways or exits.
2. No person except City officials shall be permitted within the platform area in front of the City Council dais without the prior consent of the Presiding Officer or City Manager.

C. Signs, Objects, or Symbolic Material:

1. Placards, signs, and posters may be brought into the Council Chambers unless such objects disturb, disrupt, impede or otherwise render the orderly conduct of the Council meeting infeasible, or block the view of any other person in attendance, in which case such placard, sign, or poster shall, at the discretion of the Presiding Officer or a majority of the Council, be moved to a different

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location or removed from the Chambers.

2. Packages, bundles, suitcases, or other large or potentially dangerous objects shall not, without the prior authorization of the Presiding Officer or City Manager, be brought into the City Council Chambers and are subject to search to determine that they do not pose a threat or as otherwise requested by the Sergeant-at-Arms.

D. Service Animals: Except as otherwise allowed by the City Council, no animals except for service animals shall be brought into the Council Chambers.

E. Photography/Videography: Photographs, audiotapes, and videotapes may be taken from the rear of the Council Chambers or from any seat within the Chambers, as long as such activity does not disrupt or disturb the audience, public speakers, Councilmembers or others on the dais, and interfere with the orderly conduct of the meeting. When a filming area has been designated by the Fire Marshal or Sergeant-at-Arms, filming shall occur in that area only. The Fire Marshal or Sergeant-at-Arms may designate an area for credentialed media only.

F. Cellular & Electronic Devices: Persons in the audience will refrain from using cellularphones and/or pagers while the City Council meeting is in session.

XIII. ENFORCEMENT

A. Sergeant-at-Arms: The Chief of Police or ~~his or her~~ designee shall be the ex-officio Sergeant-at-Arms of the City Council. The Sergeant-of-Arms shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum in the Council Chambers. Any Councilmember may move to require the Presiding Officer to enforce the rules upon affirmative vote of a majority of the Council.

B. Violations: Upon a violation of the Rules of Procedure and Order established herein, the procedure to enforce the rules are as follows:

1. **Warning:** The Presiding Officer shall first request that a person who is violating the rules cease such conduct. If, after receiving a request from the Presiding Officer, the person persists in violating the rules, the Presiding Officer shall order a recess. The Sergeant-at-Arms is authorized to warn the person that their conduct is violating the rules and that they are requested to cease such conduct. If upon resumption of the meeting the violation persists, the Presiding Officer may order another recess whereupon the Sergeant-at-Arms shall have the authority to order the person removed from the meeting and/or cited in violation of Penal Code

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Section 403.

2. **Motion to Enforce:** Any Councilmember may call a Point of Order should the City Council fail to abide by the provisions of this policy, whereupon the City Council shall immediately act upon the Point of Order by roll call vote. If the Presiding Officer fails to enforce the Rules of Procedure and Order set forth herein, any member of the City Council may move to require the Presiding Officer to do so, and an affirmative vote of a majority of the City Council shall require the Presiding Officer to do so. If the Presiding Officer fails to carry out the will of the majority of the City Council, the majority may designate another member of the City Council to act as Presiding Officer for the remainder of the meeting, for the limited purpose of enforcing the rules established herein.
3. **Clearing the Room:** Pursuant to Government Code ~~S~~section 54957.9, in the event that any meeting is willfully interrupted by a group of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willfully interrupting the meeting, the Presiding Officer may order the room cleared and the meeting shall continue in session. Only matters appearing on the agenda may be considered in such a session. Credentialed representatives of the press or other ~~credentialed~~ news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to Section 54957.9.
4. **Violation of California State Law:** A person or persons who willfully and intentionally impair or impede the conduct of a City Council meeting by violating these Rules of Procedure and Order may be prosecuted under California Penal Code ~~S~~section 403, California Elections Code ~~S~~section 18340, or any other applicable State law for disturbing a public meeting.

XIV. PROCEDURAL MATTERS

- A. City Council Seating Arrangement: The seating arrangement of Councilmembers on the dais is at the prerogative of the Mayor.
- B. Signing of Meeting Documents: The Presiding Officer shall sign all ordinances, resolutions, contracts, and other documents necessitating ~~his or her~~official signature which were adopted in ~~his or her~~their presence, unless ~~he or she is~~ unavailable, in which case the signature of the Vice-Mayor may be used.
- C. Copy of Recordings: The public may obtain from the City Clerk a copy, at cost, of an existing recording made by the legislative body of its public sessions.

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D. Ceremonial Matters: There are several different types of action the City Council may take to provide recognition or express appreciation:

1. Certifications of Appreciation or Recognition: Commendations are typically issued to acknowledge the activities of a person or organization.
2. Proclamations: Public announcements directing attention to a person, organization, event, or cause. Proclamations will be issued subject to the policy described below.

E. Proclamations: It is the policy of the City Council to issue proclamations for certain individuals, organizations, events, or causes, when such a proclamation positively impacts the community and conveys an affirmative message to residents.

1. Discretion should be used in determining whether or not to issue a proclamation. Proclamations that are political in nature, are controversial, or that likely would not enjoy a high level of community interest and support, are discouraged.
2. It is the policy of the City Council to process requests for proclamations in the following manner:
 - a. Requests for proclamations will be made through the Mayor's Office;
 - b. If the Mayor determines that the proclamation request is consistent with the policy stated above, the Mayor will direct his or her staff member to prepare the proclamation and the proclamation will be issued.
 - c. Upon receipt of the draft proclamation language, the Mayor will direct the City Manager to place the item on a meeting agenda depending on the nature and ~~time-sensitivity~~time-sensitive nature of the request.

XV. SOCIAL MEDIA

With the ever-growing use of social media, the City Council and City staff should be aware that comments, statements, opinions, etc. are still subject to the same restrictions identified in the California Government Code, including but not limited to (~~commonly referred to as~~ the Brown Act and the Public Records Act). While the City of National City strives to maintain community involvement and transparency in its government functions, certain State and local laws must be considered and kept in mind while using social media platforms-mediums. Social ~~mediums~~

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media platforms such as Facebook, Twitter, and others can be viewed by other people including other Councilmembers. Councilmembers are encouraged to check the information they provide for accuracy.

Multiple Councilmembers cannot comment on the same conversation, as that can create a "serial meeting" of the City Council and is a direct violation of the Brown Act. If Councilmembers communicate on social media about "eCity business", as defined in City Administrative Policy No.02.06, any such communication may be released to the public upon request.

Councilmembers should refrain from stating personal opinions on matters being brought before the City Council including, but not limited to: personal opinions on topics, declarations on how an official intends to vote for an item, debating with citizens on items, or presentation of the Councilmember's argument ~~before or against an~~ in support or opposition of an item, as those could be considered violations of the Brown Act, which can result in criminal and civil liabilities for the official.

Councilmembers should always maintain professionalism and common courtesy in posts and comments when commenting in their official capacity and should remain neutral in postings to prevent the interpretation that a decision has already been made outside of an open meeting, in violation of the Brown Act. Councilmembers should also be aware that there is inherent personal civil liability risk on all comments they make outside of official meetings. For example, if a Councilmember "blocks" a social media user, or deletes a comment from a social media user, the Councilmember risks violating the social media user's First Amendment rights.

Councilmembers should not use their official positions to make negative posts, voice personal opinions, etc. against any individual, business, entity, etc., as that could create negative feedback for the official and City and could potentially subject the official to personal civil liability for slander, defamation of character, or other civil remedies that could be determined by a court. Councilmembers should also refrain from using aliases or having fake profiles on social networking sites.

City Councilmembers and staff shall not use any official City media site, including but not limited to the City's Facebook page, the City's Twitter accounts, or to any other City media outlet for personal reasons or personal gain.

IV. POLICY INTERPRETATION & APPLICABILITY

The Policy and Rules of Procedure and Order set forth herein shall be liberally construed to effectuate their purpose and no ordinance, resolution, proceeding or other action of the City

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Council shall be invalidated, nor the legality thereof otherwise affected, by the failure or omission of the City Council to technically comply with, observe, or otherwise follow such rules. Any provision of these rules not already governed by City ordinance or State law may be suspended by a majority vote of the City Council.

The rules set forth herein shall apply to all meetings of the City Council subject to the Brown Act and shall apply to the Council Chambers or any other location where a meeting subject to these rules takes place. In the event of any inconsistency between these rules and State law or regulation, State law or regulation shall apply.

IV. DEFINITIONS

Abstain	To publicly refrain from voting usually because of a conflict interest.
Adjourn	A privileged motion to officially close a meeting. A second is required and a majority vote is required to adopt it.
Call to Order	An announcement by the Presiding Officer to convene a meeting.
Consent Calendar	The routine parts of the agenda which are approved without discussion or dissent.
Decorum	To conduct oneself in a proper manner.
Dire Emergency	When a majority of the legislative body determines that a dire emergency exists, it may call an emergency meeting (<u>Government Code Section § 54956.5(a)(2)</u>). A dire emergency is defined as a crippling disaster, mass- distribution <u>destruction</u> , terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both, <u>as determined by a majority of the members of the legislative body</u> .
Emergency Meeting	When a majority of the legislative body determines that an emergency situation exists, it may call an emergency meeting (<u>§Government Code Section 54956.5</u>). An emergency is defined as <u>work stoppage</u> , a crippling activity, work stoppage , or other activity which-that severely impairs public health, safety, or both, <u>as determined by a majority of the members of the legislative body</u> .

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Rules of Procedure and Order for City Council Meetings	POLICY #104
ADOPTED: December 13, 1983	AMENDED: April 2, 2019 <u>August 18, 2020</u>

Legislative Body	City Councilmembers are legislators. Together, they <u>the members of the City Council</u> constitute a legislative body that is given authority by the State constitution and State law to make local law.
Meeting	Includes any congregation of a majority of the members of a legislative body at the same time and place <u>location, including teleconference location as permitted by Section 54953,</u> to hear, discuss, or deliberate, <u>or take action on any item that is within the subject matter jurisdiction of the legislative body.</u> upon any matter which is under the subject matter jurisdiction of the agency. (Government Code § 54952.2(a).)
Minutes	The official record of what is done at a meeting.
Motion	The vehicles for decision-making by a body used with a vote to indicate approval, or denial, adoption, or direction.
Ordinance	A c City law that generally requires two separate meetings and typically becomes effective thirty days after adoption.
Parliamentarian	One who advises the e Officers, e Committees, and m Council Members on matters regarding parliamentary procedure.
Policy	The opinions, philosophy, or practices that are adopted by an organization.
Public Hearing	Items that are publicly noticed for a specific <u>City</u> Council meeting date, as generally required by law, and are designed to receive separate public input on a specific matter.
Point of Order	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.
Presiding Officer	The officer conducting the meeting; Chair or Chairman.
Public Hearing	A noticed public session to receive original evidence or testimony on applications regulated by this title. Scheduled

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Rules of Procedure and Order for City Council Meetings	POLICY #104
ADOPTED: December 13, 1983	AMENDED: April 2, 2019 <u>August 18, 2020</u>

public hearings shall be commenced at 6:00 p.m. or as soon thereafter as possible.

Quorum The minimum number of members who must be present at a meeting to transact business legally.

Ralph M. Brown Act The Ralph M. Brown Act, commonly known as the "Brown Act", governs meetings conducted by local legislative bodies, such as ~~b~~Boards of ~~s~~Supervisors, ~~e~~City ~~e~~Councils and ~~s~~School ~~b~~Boards. The Act represents the Legislature's determination of how the balance should be struck between public access to meetings of multi-member public bodies on the one hand and the need for confidential candor, debate, and information-gathering on the other. The purpose of the Brown Act is to facilitate public participation in local government decisions and to curb misuse of the democratic process by secret legislation by public bodies.

Recess A period of time longer than twenty (20) thirteen (13) days without a regular or special meeting of the Council.

Resolution ~~Represents a~~ A legislative or other type of action providing for the disposition of a particular item of business. Resolutions take effect upon passage by a majority vote of the City Council unless other law imposes a later effective date.

Rosenberg's Rules of Order Written rules of parliamentary procedure which govern a meeting.

Sergeant-at-Arms The Chief of Police or his or her designee shall be the ex-officio Sergeant-at-Arms of the City Council.

Special Meeting In contrast with a regular meeting, a meeting called for a particular purpose that ~~is~~ stated when the meeting is called.

SECTION XVIII. RELATED POLICY REFERENCES

Related Policy References

- National City Municipal Code, Chapter 2.04
- National City Municipal Code, Title 16
- Ralph M. Brown Act
- Rosenberg's Rules of Order
- City Council Policy No. 102 - City Council Meeting Times
- City Council Policy No. 103 - Special Council Meetings

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Rules of Procedure and Order for City Council Meetings

POLICY #104

ADOPTED: December 13, 1983

AMENDED: ~~April 2, 2019~~
August 18, 2020

- City Council Policy No. 105 - Off Agenda Items and Placing Non-Agenda Items on the Agenda
- City Council Policy No. 106 - Preparation of City Council Meeting Minutes
- City Council Policy No. 113 - Unauthorized Disclosure of Information Revealed in Closed Sessions
- City Council Policy No. 116 - Procedure for Disclosure of Ex Parte Contacts
- Administrative Policy No. 02.06- Public Records Act Affecting Personal Electronic Devices & Accounts of City Users

Prior Policy Amendments

~~None.~~

June 11, 2013 (Revised – removed Robert’s Rules of Order and replaced with Rosenberg’s Rules of Order) Per meeting minutes

October 8, 2013 (Resolution No. 2013-147)

April 2, 2019 (Resolution No. 2019-37)

August 18, 2020 (Resolution No. 2020-152)

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: ~~Off Agenda Items and Placing Non-Agenda Items on the Agenda~~ Request By Member of City Council to Place an Item on a City Council Agenda

POLICY # 105

ADOPTED: March 12, 1985

AMENDED: March 21, 2017

PURPOSE

In compliance with the Ralph M. Brown Act, items not already on the agenda cannot be discussed or considered during a City Council Meeting. Discussing without notice does not provide the public, staff, or other City Councilmembers time to review the subject matter, and contemplate a response for discussion or provide direction.

This policy is to establish a clear and effective process for the City Councilmembers to place items on the City Council Agenda for consideration.

POLICY

1. The City Councilmembers may request that an item be placed on a future City Council Meeting Agenda for discussion and possible action.
2. For any item to be placed on the City Council Meeting Agenda, by the City Councilmembers, the following will assist in the City Manager in the agenda planning process:
 - a. A single page Council Item Request Form to agendize the request to be discussed, and the City Councilmember's recommended action to address the matter. No additional material other than the single page request may be submitted to be agendized at the initial City Council Meeting in which the matter will be heard.
 - b. The request must be submitted no later than 5:00 p.m. on the Tuesday prior to the regularly scheduled City Council Meeting to allow the City Manager and City Attorney time to review the item and determine, if the matter as written, in the single page request, should be placed on the open or closed session of the City Council Agenda.
 - c. If the City Manager, in consultation with the City Attorney, determines the matter is appropriate to be included in the open session agenda it will be added to the agenda as written. If the City Attorney, determines the matter should be discussed in Closed Session, the City Manager's Office will draft the required agenda wording for listing the matter under Closed Session on the City Council Meeting Agenda. The single page request, written by the City Councilmember, will be provided to the entire City Council in Closed Session.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: ~~Off Agenda Items and Placing Non-Agenda Items on the Agenda~~ Request By Member of City Council to Place an Item on a City Council Agenda

POLICY # 105

ADOPTED: March 12, 1985

AMENDED: March 21, 2017

- d. Discussion would be limited to whether an item should be added to an agenda and a date, not the merit of the item.
- e. If a majority of the City Council votes to include the item as an action item at a subsequent City Council meeting it will be determined who will provide the report:
 - i. The City Councilmember prepares a report including supporting information and documentation, and a presentation of the item to be discussed at the meeting, with City Manager and City Attorney review; or
 - ii. The City staff will be directed to provide a report analysis including fiscal review, legal review, and policy review of the action by the City Councilmember, requesting and recommendation (if any) among alternatives (if any) as soon as the research and staff report can be reasonably completed at a subsequent City Council Meeting.
- f. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days to prepare, unless otherwise directed by the City Council. Status updates will be provided to the City Council every sixty (60) days as an informational memo.
- g. This policy would provide the City Manager the authority to determine placement and timing, unless City Council direction is time-sensitive, and requires immediate placement on the next regularly scheduled City Council Meeting.

Related Policy References

National City Municipal Code, Chapter 2.04
Ralph M. Brown Act

Prior Policy Amendments

June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)

October 8, 2013 (Resolution No. 2013-147)

March 21, 2017 (Resolution 2017-37)

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: ~~Off Agenda Items and Placing Non-Agenda Items on the Agenda~~ Request By Member of City Council to Place an Item on a City Council Agenda

POLICY # 105

ADOPTED: March 12, 1985

AMENDED: March 21, 2017



CITY COUNCIL ITEM REQUEST

The City Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requesting Member of City Council: _____

Today's Date: _____

Is this matter considered Time-Sensitive by another entity deadline? _____

WRITTEN REQUEST

I, _____, hereby request that the following item be placed on the City of National City – City Council meeting agenda for consideration.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: ~~Off Agenda Items and Placing Non-Agenda Items on the Agenda Request By Member of City Council to Place an Item on a City Council Agenda~~

POLICY # 105

ADOPTED: March 12, 1985

AMENDED: March 21, 2017

PRIOR POLICY #105 LANGUAGE

~~In order for both the City Council and City staff to be adequately prepared to discuss City business during Council meeting, items for discussion shall be placed on the agenda in accordance with established City Council agenda deadlines and in compliance with the Ralph M. Brown Act. Generally, items not on the agenda cannot be discussed or considered during a City Council Meeting. This policy discusses the limits upon non-agenda items and how to place those items onto the agenda; and the process through which Councilmembers request to place items on a future agenda. (refer to Section B below).~~

~~A. Non-Agenda Items Requiring Immediate Action~~

~~Matters requiring Council action must be placed onto a Council Agenda in a timely manner in order for Council to consider the matter. It is the policy of the City Council that in accordance with the Ralph M. Brown Act, off-agenda items requiring Council approval will not be considered by the City Council except under the following two circumstances:~~

- ~~1. An emergency situation exists; or,~~
- ~~2. The Council determines by a two-thirds vote, or by a unanimous vote if less than two-thirds of the Council is present, that:
 - ~~a. there is a need for immediate action, and~~
 - ~~b. the need to take action on the item arose after the posting of the agenda;~~~~

~~If the City Council finds that the need to take action arose subsequent to the agenda posting, pursuant to criteria 2 above, it shall make those findings by separate motion, including the factual reasons supporting the findings. The findings shall be reflected in the Council minutes,~~

~~B. Councilmember Comments and Requests to Place Items on a Future Agenda~~

- ~~1. A Councilmember seeking to place an item on a future agenda shall make such a request under the City Council Comments.~~
- ~~2. City Council Comments shall also be the opportunity for Councilmembers to give an informational report on any item not on the agenda, providing that no discussion or action takes place on that item.~~
- ~~3.2. Councilmember requests for items to be placed on a future agenda~~

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: ~~Off Agenda Items and Placing Non-Agenda Items on the Agenda Request By Member of City Council to Place an Item on a City Council Agenda~~

POLICY # 105

ADOPTED: March 12, 1985

AMENDED: March 21, 2017

~~either under bullet 1 of this section or in response to and/or continuation of a report made under bullet 2 of this section require a majority vote of the City Council.~~

~~The scheduling, consideration, and action taken on all agenda items will be made subject to the Ralph M. Brown Act.~~

~~C. Non-agenda Public Comment / Public Oral Communications~~

~~Citizens shall have the right to address the City Council on any matter within the elected body's jurisdiction, subject to a 3-minute time limit. The City Council may listen to the speaker's comments, but cannot discuss or take action on, citizen communications not on the agenda. Non-agenda public comment may be referred to staff for administrative action or placement on a subsequent agenda, as deemed appropriate by staff.~~

~~D. Requests To Speak~~

~~All request-to-speak forms must be completed and submitted to the City Clerk prior to the beginning of the item in question.~~

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Document Reproduction	POLICY # 112
ADOPTED: October 17, 1989	AMENDED:

Staff recommends eliminating this policy

Purpose

~~To insure ensure that the reproduction of public records is carried out in a uniform manner throughout all City Departments.~~

Policy

~~The City Manager shall establish an administrative procedure to insure ensure that appropriate public documents are available to the public. The City Manager shall also establish a uniform fee schedule, which from time to time is ~~shall be~~ adjusted for inflation and other impacting factors at the discretion of the City Manager.~~

Appointing Authority

~~None.~~

Related Policy References:

Prior Policy Amendments:

~~October 17, 1989 Established with Final Budget FY 1989-1990 (Resolution No. 16,098)
City Administrative Policy
Finance 301 "DOCUMENT REPRODUCTION PROCEDURES AND FEE SCHEDULE."~~

TITLE: PUBLIC IMPROVEMENTS OR PROFESSIONAL SERVICE CONTRACT CHANGE ORDERS

POLICY #502

ADOPTED: FEBRUARY 6, 1990

AMENDED OR REVISED:
March 2, 2010

PURPOSE

The purpose of this policy is to establish authorization limits and standard methods for the approval of changes in contracts.

DEFINITIONS

Construction Contract: A written contract with a properly licensed contractor to construct public improvements within the City of National City that conforms to the Standard Specifications for Public Works Construction (hereinafter, "Green book") and special provisions.

Construction Change Order: A Construction Change Order is a written directive to the contractor to make changes in the work within the general scope of the contract during the construction period. Changes might involve additions to or deletions from the contract, adjustment of bid or line item quantities exceeding the limits set by the latest edition of the ~~Standard Specifications for~~

~~Public Works Construction (Green Book)~~, and special provisions as follows:

- Addition of an item of work not specified in the original contract.
- Deletion of an item of work specified in the original contract or subsequent approved change order.
- Adjustment of line item quantities beyond the limits allowed in the latest edition of the ~~Standard Specifications for Public Works Construction (hereinafter "Green book")~~ and/or special provisions.
- Adjustment of contract time for reasons other than those allowed in the Green book or special provisions.

On-Call Consultant Contract: A written agreement between the City and a professional services provider that specifies the services to be provided to the City at defined rates on an as-needed basis as requested by the City through written work orders.

On-Call Consultant Work Order: Written request from the City to an on-call consultant that authorizes the consultant to perform work on a specific project within the budget, scope and schedule defined in the work order that are within the scope and budget of the On-Call Consultant Contract.

On-Call Consultant Contract Amendment: A written agreement with a consultant to make specified changes to the On-Call Consultant Contract. An On-Call Consultant Contract Amendment shall specify changes to services, rates, schedule adjustments and/or overall contract value. The Amendment must be agreed to by the City and the Consultant.

TITLE: PUBLIC IMPROVEMENTS OR PROFESSIONAL SERVICE CONTRACT CHANGE ORDERS	POLICY #502
ADOPTED: FEBRUARY 6, 1990	AMENDED OR REVISED: March 2, 2010

Standard Consultant Contract: A written agreement between the City and a professional services provider that specifies the services to be provided to the City at defined specific rates for a specific project within a specific time.

Standard Consultant Contract Amendment: A written agreement with a consultant to make specified changes to the Standard Consultant Contract. A Standard Consultant Contract Amendment shall specify changes to services, rates, schedule adjustments and/or overall contract value. The amendment must be agreed to by the City and the Consultant.

POLICY

1. Public improvement projects shall be administered in accordance with the latest edition of the Green book, specifications and contract special provisions.
2. Adjustment of bid or line item quantities may be approved by the City Engineer for adjustments within the limits set by the latest edition of the Green book and special provisions. Adjustment of line item quantities that exceed the latest edition of the Green book and/or the special provisions (whichever is greater) shall proceed under the Contractor Change Order policy limits as prescribed below.
3. Designated officials of the City are authorized to approve Contract Change Orders to public improvement contracts and amendments to on-call consultant contracts within the scope of the contract, Council approved funding and the limits set forth as follows:

<u>Designated Official</u>	<u>Limits</u>
City Engineer	— Aggregate Contract Change Orders, Amendments to On-Call Consultant <u>Contracts</u> , and Standard Consultant Contracts up to 15% of the original contract amount, not to exceed a maximum of \$25,000 per change order or amendment.
City Engineer	Adjustments of contract time for justifiable delays within the limits of the latest edition of the Green book and special provisions.

TITLE: PUBLIC IMPROVEMENTS OR PROFESSIONAL SERVICE CONTRACT CHANGE ORDERS

POLICY #502

ADOPTED: FEBRUARY 6, 1990

AMENDED OR REVISED:
March 2, 2010

City Manager

Aggregate Contract Change Orders, Amendments to On-Call Consultant Contracts, and Standard Consultant Contracts up to 25% of the original contract amount not to exceed a maximum of \$50,000 per change order or amendment.

City Manager

May exceed the limits of authorization set forth herein, if in the City Manager's opinion the situation requiring the Contract Change Order is of a nature that presents an emergency in which there is a concern for public safety, or if delay would cause un-necessary additional expenses. In such a case, the Contractor Change Order will subsequently be presented to the City Council for ratification at the next regular City Council meeting.

City Council

~~Contract Change Orders, Amendments to On-Call Consultant Contracts, and Standard~~ Consultant Contracts that exceed 25% of the original contract amount or \$50,000 for a single Change Order or Amendment.

TITLE: PUBLIC IMPROVEMENTS OR PROFESSIONAL SERVICE CONTRACT CHANGE ORDERS

POLICY #502

ADOPTED: FEBRUARY 6, 1990

AMENDED OR REVISED:
March 2, 2010

PURPOSE

~~To establish a standard method or approval of changes in contract amounts due to change orders and adjustments of quantities.~~

POLICY

~~1. Adjustment of bid or line item quantities may be approved by the City Engineer for adjustments within the limits set by the adopted edition of the Standard Specifications for Public Works Construction.~~

~~2. The following designated officials of the City are authorized to approve change orders to public improvement within the scope of the contract and funding limits.~~

~~Designated Official _____ Limits~~

~~Authorization by City Engineer _____ Up to 5% of the contract amount of \$5000.00 per change order~~

~~Authorization by City Manager _____ Up to 10% of the contract amount, with a maximum of \$10,000 per change order~~

~~3. Adjustments of quantities which exceed the limits set by the adopted edition of the San Diego Regional Standard Specification for Public Works Construction, shall be processed as a change order subject to the limitation set in Item No. 2 above.~~

~~4. All change orders exceeding the policy limits set forth in this policy shall be submitted to the City Council for approval.~~

~~5. Increase in project cost due to the quantity adjustments and change orders would be limited to the budget appropriation approved by the City Council.~~

~~6. Change Orders for professional service agreements and consultant contracts may be approved by the City Engineer subject to the same limits as public improvements contracts.~~

~~7. Adjustment to contract time may be approved by the City Engineer for justifiable delays and in accordance with the adopted edition of the Standard Specifications for Public Works Construction.~~

Related Policy References

Prior Policy Amendments

TITLE: PUBLIC IMPROVEMENTS OR PROFESSIONAL
SERVICE CONTRACT CHANGE ORDERS

POLICY #502

ADOPTED: FEBRUARY 6, 1990

AMENDED OR REVISED:
March 2, 2010

[November 9, 1982 \(Resolution No. 13,924\) Establishing Policy](#)
[February 6, 1990 \(Resolution No. 16,173\)](#)
[March 2, 2010 \(Resolution No. 2010-30\)](#)

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: PURCHASE OF PRODUCTS CONTAINING FULLY HALOGENATED CHLOROFLUOROCARBONS (CFC 's)	POLICY # 703
ADOPTED: November 15, 1988	AMENDED:

Staff recommends eliminating this policy

Purpose

~~To establish policy restricting purchase of products containing fully halogenated chlorofluorocarbons (CFC's) which are harmful to our environment.~~

Policy

~~The use of fully halogenated chlorofluorocarbons has been determined to be harmful to our environment and, therefore, should cease. Unfortunately, there are some products containing these chlorofluorocarbons (CFC's) which are essential to our operations, and must be used. In order to limit the use of these chlorofluorocarbons to necessary, Purchasing Agent is hereby directed to include on all applicable purchasing documents the following clause:~~

~~"In accordance with National City Council Policy, vendor shall not provide or deliver any product containing fully halogenated chlorofluorocarbons (CFC's) unless specifically authorized by the National City Purchasing Agent."~~

Appointing Authority

~~None.~~

Prior Policy Amendments:

~~None.~~

RESOLUTION NO. 2021 -

RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING CITY COUNCIL POLICY MANUAL UPDATES TO POLICES NO. 104, 105, 502, AND ELIMINATION OF POLICIES 112, AND 703

WHEREAS, City of National City (“City”) City Council Policy requires an annual review of the City’s Council Policy Manual; and

WHEREAS, having completed the annual review of the City’s City Council Policy Manual, City staff requests City Council authorize updates to Policy Nos. 104, 105 and 502; and

WHEREAS, having completed the annual review of the City’s City Council Policy Manual, City staff requests City Council authorize eliminating Policy Nos. 112 and 703.

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

Section 1: Authorizes updates to the following City Council Policies: (1) Policy No. 104 – Rules of Procedure and Order for City Council Meetings, (2) Policy No. 105 – Request By Member of City Council to Place an Item on a City Council Agenda, and (3) Policy No. 502 – Public Improvement or Professional Service Contract Change Orders.

Section 2: Authorizes elimination of the following City Council Policies: (1) Policy No. 112 – Document Reproduction, and (2) Policy No. 703 – Purchase of Products Containing Fully Halogenated Chlorofluorocarbons CFC’s.

Section 3. 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 5th day of October, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at a new restaurant \(Hero’s Café\) located at 801 National City Boulevard, Suite 105. \(Applicant: Natalia Garcia\) \(Case File 2021-20 CUP\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | October 5, 2021 |

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at a new restaurant (Hero’s Café) located at 801 National City Boulevard, suite 105. (Applicant: Natalia Garcia) (Case File 2021-20 CUP)

PREPARED BY: Martin Reeder, AICP *MR*

PHONE: | 619-336-4313 |

DEPARTMENT: Community Development

APPROVED BY: _____
Director of Community Development

EXPLANATION:

The applicant is requesting to sell beer and wine sales in conjunction with food sales at a proposed 1,000 square-foot restaurant (Hero’s Café) for on-site consumption only (ABC Type 41). The proposed operation hours are 6:00 a.m. to 8:00 p.m. seven days a week. There will be indoor seating for 23.

The Planning Commission conducted a public hearing on September 20, 2021. Commissioners asked questions regarding the business operations and hours of operation. The Commission voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval.

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

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per California Environmental Quality Act (CEQA)

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

STAFF RECOMMENDATION:

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

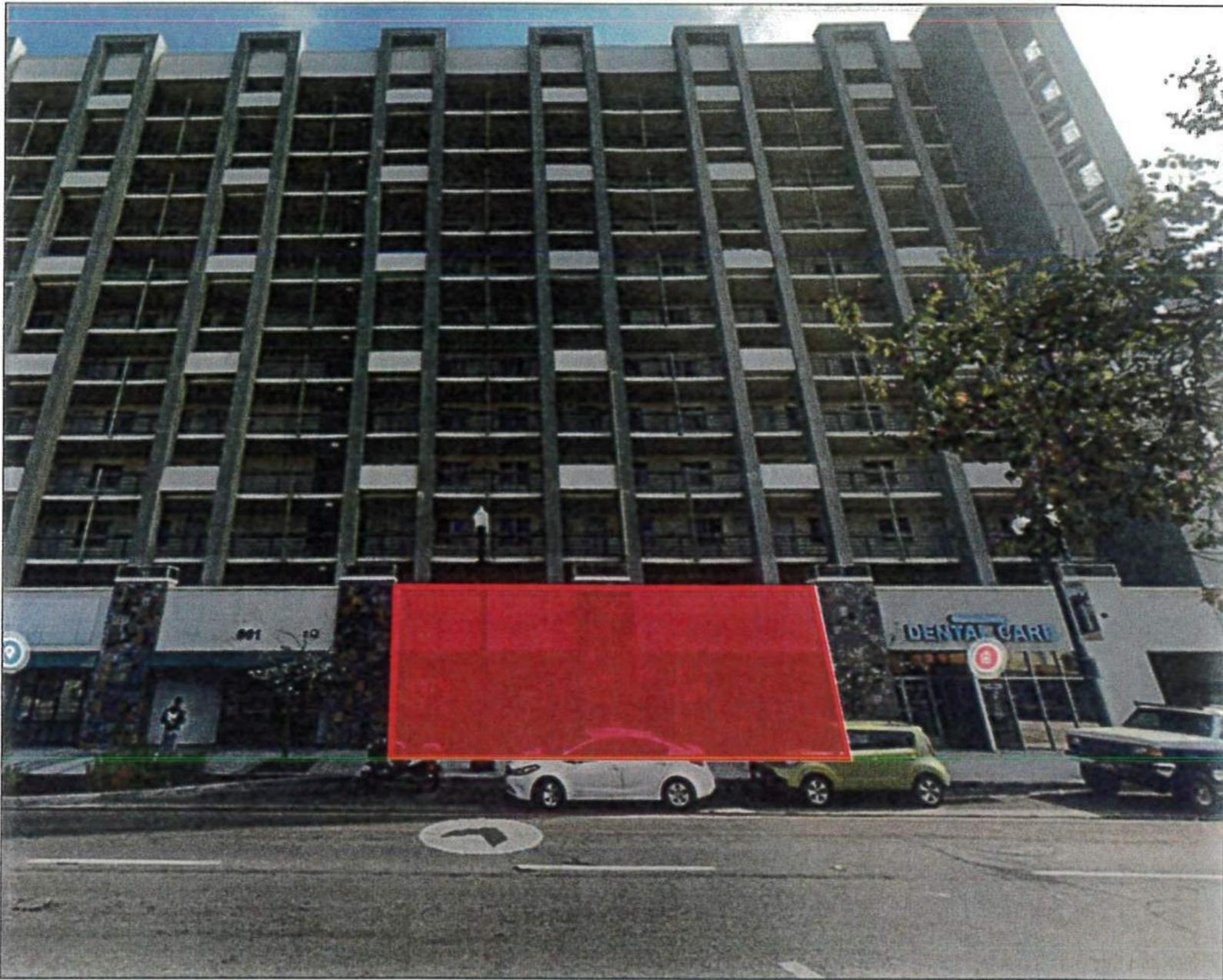
BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Conditional Use Permit.
Ayes: Roman, Sanchez, Sendt, Valenzuela, Yamane Noes: Natividad Absent: DelaPaz

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2021-09 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2021-20 CUP –Hero's Cafe – Overhead



← N

ATTACHMENT 1



Item no. 4
September 20, 2021

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR BEER AND WINE SALES AT A NEW RESTAURANT (HERO'S) LOCATED AT 801 NATIONAL CITY BOULEVARD, SUITE 105.

Case File No.: 2021-20 CUP

Location: Southeast corner of National City Blvd. and E. 8th St.

Assessor's Parcel Nos.: 556-471-26 through 29

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Natalia Garcia

Zoning designation: Development Zone 4 (Downtown Specific Plan)

Adjacent use and zoning:

- North: Integrity Charter School across East 8th Street / DZ 4
- East: Union Bank / DZ 4
- South: Morgan Square/Chamber of Commerce / DZ 5B
- West: National City Higher Education Center / DZ 7

Environmental review: Not a project per California Environmental Quality Act (CEQA) as defined in Section 15378

Staff recommendation: Approve

ATTACHMENT 2

Staff Recommendation

Staff recommends approval of the request subject to the attached recommended conditions. The sale of beer and wine is a conditionally-allowed use in the Development Zone 4 of the Downtown Specific Plan area and would be accessory to food sales at the restaurant.

Executive Summary

The applicant is proposing to have beer and wine sales at a restaurant for on-site consumption only (ABC Type 41) in an 883 square-foot commercial space. The proposed operation hours are 6:00 a.m. to 8:00 p.m. seven days a week. There will be indoor seating for 23.

Site Characteristics

The project site is Hero's Cafe, a soon-to-be-open restaurant at the base of the Bay View Suites building (former Red Lion Hotel). The restaurant is approximately 1,000 square feet in size, with a dining area of approximately 40% of the commercial suite.

Proposed Use

The applicant is proposing to offer beer and wine in conjunction with food sales. Restaurant hours will be 6:00 a.m. to 8:00 p.m. daily. Proposed alcohol sales hours are proposed for the same time period. No live entertainment is proposed.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. The same is required for modification of an existing CUP.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 642 occupants and owners.

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Friday, August 6, 2021 at 6:00 p.m. on Zoom. The meeting advertisement is attached (Attachment 8); there were no attendees. The applicant stated that the same 530 occupants and owners that were notified of the Planning Commission meeting were notified of the community meeting.

Distance Requirements - Chapter 18.030.050 (D) of the National City Zoning Code requires a 660-foot distance from any public school; there are no public schools within 660 feet of the site. In addition, restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in question has approximately 40% of its floor area devoted to seating.

Alcohol Sales Concentration/Location

Per the California Department of Alcoholic Beverage Control (ABC), there are currently 16¹ on-site sale licenses in this census tract (117) where a maximum of nine are recommended, meaning that the census tract is considered by ABC to be over-saturated with regard to alcohol sales outlets. For reference, the outlets are:

Name	Address	License Type*	CUP
American Legion Post 255	35 E. 18 th St.	52	-
Chuck E. Cheese's	1143 Highland Ave.	41	Y
Royal Mandarin	1132 E. Plaza Blvd. Ste. 205 & 206	41	Y
VFW Post 4630	1401 Highland Ave.	52	Y
Golden Chopsticks	1430 E. Plaza Blvd. E22- 23A	41	Y
Ginza Sushi	925 E. Plaza Blvd. Ste. 'G'	41	Y
Lai Thai	1430 E. Plaza Blvd. E10-11	41	Y
Café La Maze	1441 Highland Ave.	47	-
Grill House at Big Ben	106 E. 8 th St.	41	Y
Yi Sushi #2	1430 E. Plaza Blvd. Ste. E-7B	41	Y
Crab Fever	1420 E. Plaza Blvd. D2	41	Y
Karina's	1705 Highland Ave.	41	Y
Sushi Galbi	1519 Highland Ave.	41	Y
Von's Chicken	811 K Ave.	41	Y
Slappy's Burgers and Brews	1105 E. Plaza Blvd.	47	Y
Bonchon	1420 E. Plaza Blvd. D-04	41	Y

- * Type 41 - On-Sale of Beer and Wine
- * Type 47 - On-Sale of Beer, Wine, and Distilled Spirits
- * Type 52 – Veteran's Club

¹ There are technically 19 issued ABC licenses in the census tract. Three of the noted outlets also have Type 58 catering permits (American Legion, VFW, and Karina's)

Census tract 117 includes the area between National City Boulevard and “N” Avenue, and between East 8th Street and East 18th Street. The attached census tract map shows the location of the subject tract (Attachment 6).

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 14 points, which places it in the Medium Risk category. Medium risk is considered 13 to 18 points.

Institute for Public Strategies

IPS had not provided comments as of the writing of this report.

Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within Development Zone 4 pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent with the allowed uses in Downtown Specific Plan as a street-oriented retail use.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed alcohol sales would be incidental to the primary use of food sales. A restaurant existed on the site previously.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available; no beer or wine will be sold after 8:00 p.m. and will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted Development Zone 4 of the Downtown Specific Plan.

The following two findings are also included with alcohol CUPs:

7. The proposed use is deemed essential and desirable to the public convenience or necessity.

In this case, alcohol sales will contribute to the viability of the restaurant, an allowed use in Development Zone 4 of the Downtown Specific Plan.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

Findings for Denial

Due to there being other on-sale sites in the area, there are also findings for denial as follows:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets – 16 off-sale outlets are permitted where nine are recommended by the California Department of Alcoholic Beverage Control – and the area has a high crime rate.
2. The proposed use is not deemed essential to the public necessity, as there are already 14 restaurants in the same census tract that serve alcohol.
3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in Development Zone 4 of the Downtown Specific Plan. The proposed use would be incidental to the proposed restaurant use in a commercial area. The addition of on-site beer and wine sales is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. Although the census tract in which the restaurant is located is over-concentrated with regard to on-sale alcohol licenses, beer and wine will only be available with the sale of food.

Options

1. Approve 2021-20 CUP subject to the conditions listed within, based on the attached findings, or findings to be determined by the Planning Commission; or
2. Deny 2021-20 CUP based on the attached findings or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Recommended Findings
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2021-20 CUP, dated 8/18/2021)
5. Public Hearing Notice (Sent to 642 property owners & occupants)
6. Census Tract & Police Beat Maps
7. PD Risk Assessment
8. Community Meeting Advertisement
9. Resolutions



MARTIN REEDER, AICP
Principal Planner



ARMANDO VERGARA
Director of Community Development

RECOMMENDED FINDINGS FOR APPROVAL

2021-20 CUP – Hero's Cafe

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within Development Zone 4 pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent with the allowed uses in Downtown Specific Plan as a street-oriented retail use.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed alcohol sales would be incidental to the primary use of food sales. A restaurant existed on the site previously.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available; no beer or wine will be sold after 8:00 p.m. and will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is not considered a project, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted Development Zone 4 of the Downtown Specific Plan.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because in this case alcohol sales will contribute to the viability of the restaurant, an allowed use in Development Zone 4 of the Downtown Specific Plan.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

RECOMMENDED FINDINGS FOR DENIAL

2021-20 CUP – Hero’s Cafe

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets – 16 off-sale outlets are permitted where nine are recommended by the California Department of Alcoholic Beverage Control – and the area has a high crime rate.
2. The proposed use is not deemed essential to the public necessity, as there are already 14 restaurants in the same census tract that serve alcohol.
3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

RECOMMENDED CONDITIONS OF APPROVAL

2020-20 CUP – Hero's Cafe

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a proposed restaurant (Hero's Café) located at 801 National City Blvd., Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2021-20 CUP, dated 8/18/2021.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

6. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

7. The sale of alcoholic beverages shall be permitted only between the hours of 6:00 a.m. and 8 p.m. daily.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
9. Alcohol shall be available only in conjunction with the purchase of food.
10. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.
11. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

12. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT FOR BEER AND WINE SALES
AT A NEW RESTAURANT (HERO'S) LOCATED AT
801 NATIONAL CITY BOULEVARD, SUITE 105.
CASE FILE NO.: 2020-20 CUP
APN: 556-471-26 through 29

The National City Planning Commission will hold a public hearing at their regular online meeting after the hour of 6:00 p.m. **Monday, September 20, 2021** on the proposed request. The meeting will be LIVE WEBCAST from the City Council Chamber, 1243 National City Boulevard, National City, California. (Applicant: Natalia Garcia)

Due to the precautions taken to combat the spread of coronavirus (COVID-19), City Hall, including the City Council Chambers, are closed to the public. Anyone interested in this public hearing may observe it on the City's website at <http://www.nationalcityca.gov/government/city-clerk/council-webcast>.

The project site is Hero's Cafe, a soon-to-be-open restaurant at the base of the Bay View Suites building (former Red Lion Hotel). The applicant is proposing to offer beer and wine for on-site consumption from 6:00 a.m. to 8:00 p.m. daily.

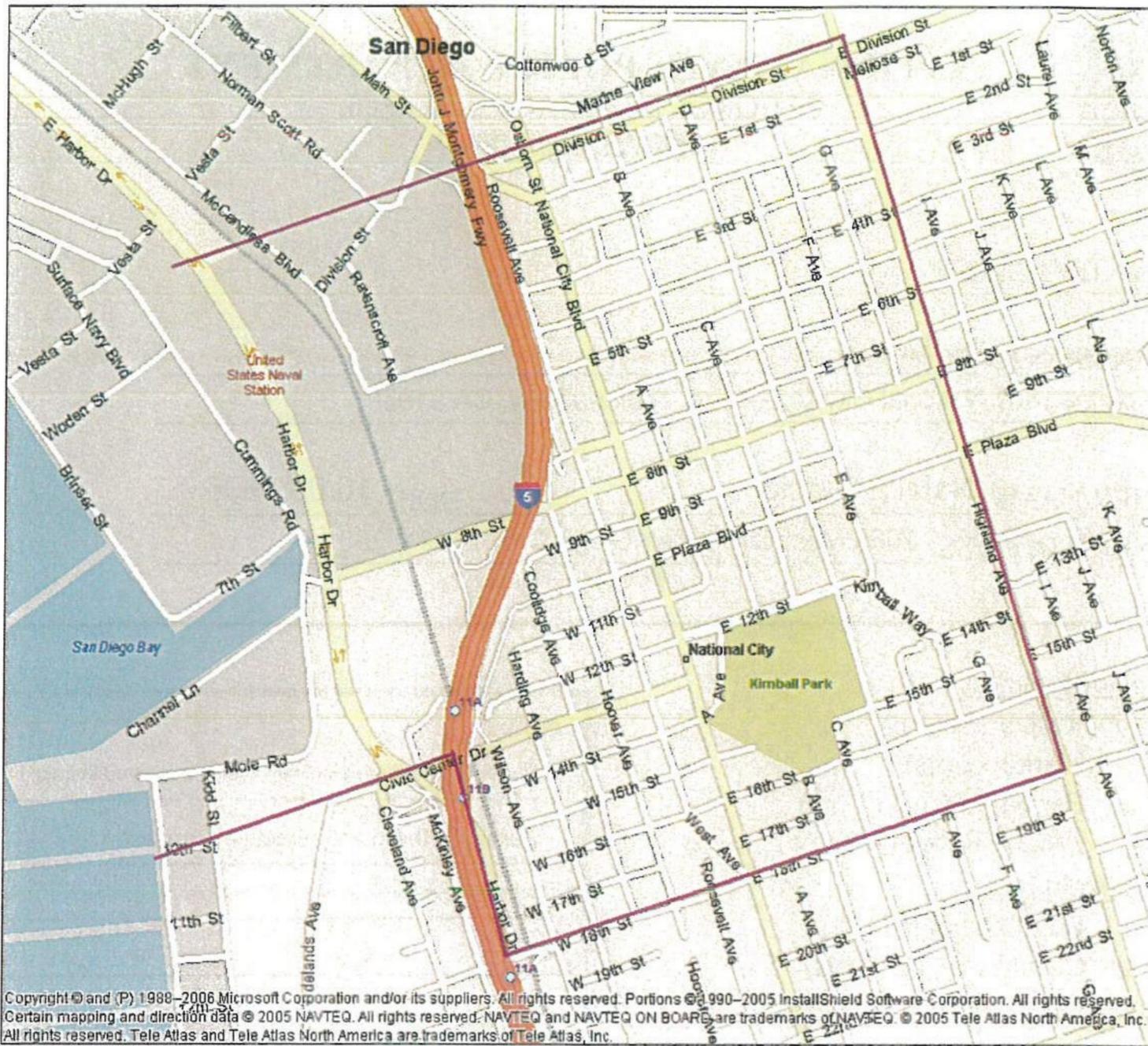
Members of the public are invited to comment. Written comments should be received on or before 4:00 p.m., **September 20, 2021** by the Planning Division, who can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION

ARMANDO VERGARA
Director of Community Development

ATTACH 5



City of National City Beat 20

Source: Microsoft Mappoint
NCPD CAU, 4/18/07



**NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT**

DATE: 08/19/2021

BUSINESS NAME: Hero's

ADDRESS: 801 National City Boulevard, National City, CA 91950

OWNER NAME: Natalia Garcia DOB: 10/03/1996

OWNER ADDRESS: 2068 Main Street San Diego Ca. 92113 # 260

(add additional owners on page 2)

I. Type of Business

- Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation

- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment

- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate

- Low (1 pt)
- Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

Notes:

- Currently, there are 9 on sale licenses allowed in tract 117
- Currently, there are 19 active licenses in tract 117
- There have been several calls for service at 801 NCB because of the apartments above.

VI. Calls for Service at Location (for previous 6 months)

- Below (1 pt)
- Average (2 pts)
- ✓ Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- ✓ Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk (12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts) Total Points <u>14</u>
--

VIII. Owner(s) records check

- ✓ No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME: Natalia Garcia DOB: 10/03/1996

OWNER ADDRESS: 2068 Main Street San Diego Ca. 92113 # 260

OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

Recommendation:

Completed by: W. Walters, Sergeant Badge ID: 398

Martin Reeder

From: HERO'S CAFE LLC <herossandiego@gmail.com>
Sent: Tuesday, August 10, 2021 4:27 PM
To: David Welch
Subject: Re: Community Meeting - CUP for Beer and Wine

Good afternoon,

My name is Daniela and I am contacting you from Hero's Cafe. We will be opening our restaurant August 7th and are looking forward to seeing you there. Apart from that, we are also looking forward to getting our ABC License in order to serve beer and wine. The CUP Permit requires us to hold a community meeting to inform you and other residents about our proposal and give you the opportunity to express any concerns you may have. Should you be interested and available to attend, I will provide the Zoom Link for this Friday at 6:00 PM. Thank you so much.

Topic: Hero's Community Meeting

Time: Aug 6, 2021 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://ymcasdc.zoom.us/j/98589516981>

Meeting ID: 985 8951 6981

Best regards,

Alma Daniela Garcia

Hero's Cafe

RESOLUTION NO. 2021-09

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
APPROVING A CONDITIONAL USE PERMIT FOR
BEER AND WINE SALES AT A NEW RESTAURANT (HERO'S)
LOCATED AT 801 NATIONAL CITY BOULEVARD, SUITE 105.
CASE FILE NO. 2021-20 CUP
APN: 556-471-26 through 29

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at a new restaurant (Hero's) located at 801 National City Boulevard, suite 105 at a duly advertised public hearing held on September 20, 2021, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2021-20 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 20, 2021, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within Development Zone 4 pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent with the allowed uses in Downtown Specific Plan as a street-oriented retail use.

ATTACHMENT 3

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed alcohol sales would be incidental to the primary use of food sales. A restaurant existed on the site previously.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available; no beer or wine will be sold after 8:00 p.m. and will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is not considered a project, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted Development Zone 4 of the Downtown Specific Plan.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because in this case alcohol sales will contribute to the viability of the restaurant, an allowed use in Development Zone 4 of the Downtown Specific Plan.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

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

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a proposed restaurant (Hero's Café) located at 801 National City

Blvd., Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2021-20 CUP, dated 8/18/2021.

2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

6. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
7. The sale of alcoholic beverages shall be permitted only between the hours of 6:00 a.m. and 8 p.m. daily.
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale

of food. All information obtained by an investigation of records shall remain confidential.

9. Alcohol shall be available only in conjunction with the purchase of food.
10. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.
11. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

12. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

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

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 20, 2021, by the following vote:

AYES: Roman, Sanchez, Sendt, Valenzuela, Yamane

NAYS: Natividad

ABSENT: Dela Paz

ABSTAIN: None.

DocuSigned by:

Ditas Yamane

3307BA79D0E0A1D

Ditas Yamane CHAIRPERSON

9/23/2021 | 10:37 AM PDT

The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit for the addition of off-site distilled spirits sales \(Type 21\) and modification of alcohol sales area at an existing beer and wine-licensed convenience store \(Kegs & Beer\) located at 1811 ‘L’ Avenue. \(Applicant: Jose A. Perez\) \(Case File 2021-06 CUP\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | October 5, 2021 |

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for the addition of off-site distilled spirits sales (Type 21) and modification of alcohol sales area at an existing beer and wine-licensed convenience store (Kegs & Beer) located at 1811 'L' Avenue. (Applicant: Jose A. Perez) (Case File 2021-06 CUP)

DEPARTMENT: Community Development

PREPARED BY: Martin Reeder, AICP *MR*

APPROVED BY: _____
Director of Community Development

PHONE: | 619-336-4313 |

EXPLANATION:

The operator of the existing convenience store (Kegs & Beer) is requesting an amendment to their Conditional Use Permit (CUP) for beer and wine sales that would allow the sale of distilled spirits for off-site consumption. Existing alcohol sales hours are 9:00 a.m. to 10:00 p.m. daily. No changes to sales hours are being proposed. The distilled spirits would be added to the existing beer and wine license.

The Planning Commission conducted a public hearing on September 20, 2021. Commissioners asked questions regarding the business operations and comments received from the Police Department. The Commission voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval.

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

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**
APPROVED: _____ **MIS**

ACCOUNT NO. |

ENVIRONMENTAL REVIEW:

Not a project per California Environmental Quality Act (CEQA)

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

STAFF RECOMMENDATION:

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

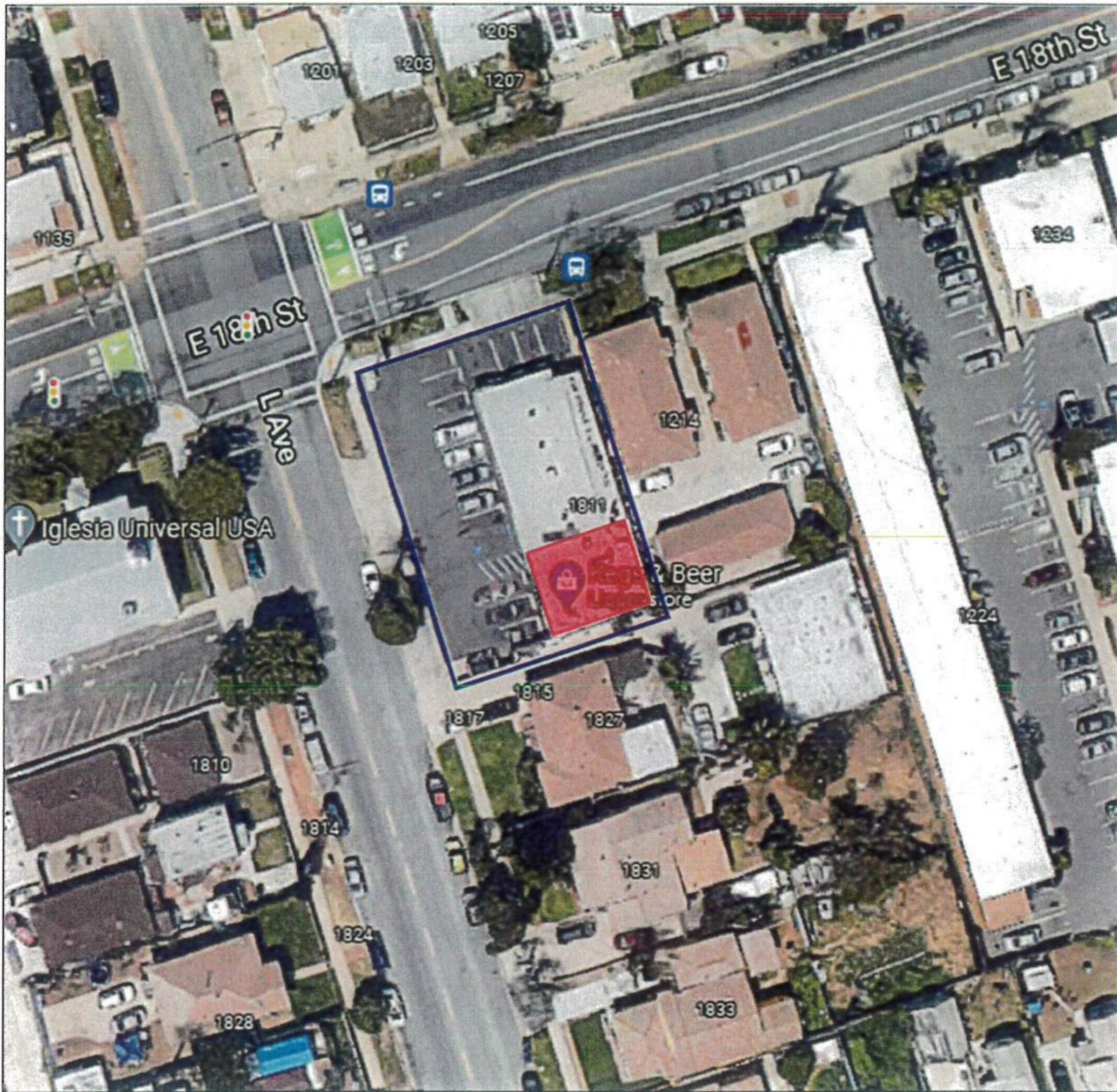
BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Conditional Use Permit.
Ayes: Natividad, Roman, Sanchez, Sendt, Valenzuela, Yamane Absent: DelaPaz

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2021-08 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2021-06 CUP - Kegs & Beer - Overhead



ATTACHMENT 1



Item no. **3**
September 20, 2021

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: CONDITIONAL USE PERMIT FOR THE ADDITION OF OFF-SITE DISTILLED SPIRITS SALES (TYPE 21) AND MODIFICATION OF ALCOHOL DISPLAY AREA AT AN EXISTING BEER AND WINE-LICENSED CONVENIENCE STORE LOCATED AT 1811 'L' AVENUE.

Case File No.: 2021-06 CUP

Location: Southeast corner of East 18th Street and 'L' Avenue

Assessor's Parcel Nos.: 561-210-32

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Jose A. Perez

Zoning designation: MXC-1 (Minor Mixed-Use Corridor)

Adjacent use and zoning:

- North: Residential across East 18th Street / MXC-1
- East: Multi-Family Residential/ MXC-1
- South: Single-Family Residential / RM-2 (Multi-Unit Res.)
- West: Church across 'L' Avenue / MXC-1

Environmental review: Not a project per California Environmental Quality Act (CEQA) as defined in Section 15378

Staff recommendation: Approve

ATTACHMENT 2

Staff Recommendation

Staff recommends approval of the request for the addition of distilled spirits, subject to the attached recommended conditions. The sale of alcohol is a conditionally-allowed uses in the Minor Mixed-Use Corridor zone and would be accessory to the primary market use.

Executive Summary

The operator of the existing convenience store (Kegs & Beer) is requesting an amendment to their Conditional Use Permit for beer and wine sales that would allow the sale of distilled spirits for off-site consumption. No change to the operating hours of the store are proposed.

Site Characteristics

The project location is Kegs & Beer, a neighborhood market in a small shopping center at the southeast corner of East 18th Street and 'L' Avenue in the Minor Mixed-Use Corridor (MXC-1) zone. The existing market is approximately 1,200 square feet in size. Other businesses in the center include a Laundromat and a vacant suite. The area is mostly adjacent to residential uses, with a church across 'L' Avenue.

Kegs & Beer has been in business since 2018. The previous business was El Super, also a neighborhood market, which was approved for CUP in 2013 to sell beer and wine. The current business is operating under the same CUP.

Proposed Use

The applicant obtained the right to a California Liquor License via the Annual Lottery conducted by the Department of Alcoholic Beverage Control (ABC). However, a CUP is still required prior to the license being issued by ABC. The applicant wishes to sell distilled spirits, which would be stored in a display cabinet behind the front sales counter. Existing alcohol sales hours are 9:00 a.m. to 10:00 p.m. daily. No changes to sales hours are being proposed. The distilled spirits would be added to the existing beer and wine license.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. The same is required for modification of an existing CUP.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 589 occupants and owners.

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Wednesday, July 28, 2021 at 5:00 p.m. at the subject market. The meeting advertisement is attached (Attachment 8); two residents were in attendance and had general questions about the request. The applicant stated that the same 589 occupants and owners that were notified of the Planning Commission meeting were notified of the community meeting.

Distance Requirements - Chapter 18.030.050 (D) requires that businesses that sell alcohol as a principal use maintain a 660-foot distance from schools. However, sales of alcohol in this case would be accessory to a market, and would thus not be subject to this requirement. Although there is a church across the street, the Land Use Code does not mention churches with regard to distance requirements. The nearest school is Las Palmas Elementary School, located approximately 1,900 feet away.

Alcohol Sales Concentration/Location

Per California State Alcoholic Beverage Control (ABC), there are currently two off-sale permits issued in this census tract (121.01); one is the existing market and the other is El Super (supermarket) located at 3007 Highland Avenue almost a mile away. The nearest off-sale outlet is 7-Eleven, located at 1601 East 18th Street (in Census Tract 220), approximately a ¼-mile away.

Census tract 121.01 includes the area of the City between East 18th Street and East 32nd Street. The eastern boundary of the tract is the golf course. The western boundary is 'L' Avenue, extending to "J" Avenue south of East 24th Street, extending to Highland Avenue south of East 30th Street. The attached census tract map shows the location of the subject tract. ABC recommends that a total of one off-sale alcohol permit be issued in this census tract, where two exists. Approval of this CUP would not result in an increase of ABC licenses.

Police Department (PD)

PD provided a Risk Assessment report, which assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this

case, Kegs & Beer received a score of 15, which would indicate a medium risk. Medium risk is considered 13 to 18 points.

Institute for Public Strategies (IPS)

No comments were received from IPS as of the writing of this report, although they usually recommend at least the need for RBSS training for all staff. This is a condition of the previous approval and will remain for the current request, if approved.

Public Comment

No public comment was received as part of the public hearing notice.

Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the MXC-1 zone pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A market use is consistent with the MXC-1 land use designation contained in the Land Use and Community Character element of the General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing commercial use, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed alcohol sales would be accessory to the primary use of a market.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use would be subject to conditions that limit the hours and manner in which alcohol is sold. All previous conditions of approval would continue to be in effect, except as modified by this request.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted by right in the MXC-1 zone.

The following two findings are also included with alcohol CUPs:

7. The proposed use is deemed essential and desirable to the public convenience or necessity.

In this case the addition of distilled spirits sales will contribute to the viability of the market, an allowed use in the MXC-1 zone.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

Findings for Denial

There are three findings for denial as follows:

1. The proposed use is not deemed essential and desirable to the public convenience and welfare, because there are three other Type 21-license outlets within a half-mile of the site:

Outlet Name	Address	ABC license type
Bottles & More	1535 East 18 th Street	21
High-Bev Liquor	2111 Highland Avenue	21
Red Bird Market	2035 Highland Avenue	21

2. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the area has a high crime rate, which may be exacerbated by the addition of distilled spirits.
3. Based on findings 1 and 2 above, public convenience and necessity will not be served by adding distilled spirits sales to the existing alcohol license pursuant to law.

Conditions of Approval

Previous conditions of approval not modified by this request will remain in place. Conditions of Approval include those specific to off-site alcohol sales per Council Policy 707 (alcohol container volume, size, and number; RBSS training, hours, accessory sales, etc.). All previous conditions have been included with this report for ease reference.

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed uses in the MXC-1 zone. Distilled spirits sales would contribute to the viability of the market. However, the area is considered to be a high crime area and there are already three other outlets in close proximity that offer distilled spirits. Conditions requiring that alcohol sales not exceed other products sales and that operations comply with City Council Policy 707 are intended to alleviate concerns related to area impacts should the CUP be

approved. The decision of the Planning Commission will be relayed to the City Council for filing or potentially another public hearing if necessary.

Options

1. Approve 2021-06 CUP subject to the conditions listed within, based on the attached findings, or findings to be determined by the Planning Commission; or
2. Deny 2021-06 CUP based on the attached findings or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Recommended Findings
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2021-06 CUP, dated 3/3/2021)
5. Public Hearing Notice (Sent to 589 property owners & occupants)
6. Census Tract & Police Beat Maps
7. PD Risk Assessment
8. Community Meeting Advertisement
9. Resolutions



MARTIN REEDER, AICP
Principal Planner



ARMANDO VERGARA
Director of Community Development

RECOMMENDED FINDINGS FOR APPROVAL

2021-06 CUP – Kegs & Beer

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the MXC-1 zone pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A market use is consistent with the MXC-1 land use designation contained in the Land Use and Community Character element of the General Plan.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial use, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed alcohol sales would be accessory to the primary use of a market.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, the proposed use would be subject to conditions that limit the hours and manner in which alcohol is sold. All previous conditions of approval would continue to be in effect, except as modified by this request.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted by right in the MXC-1 zone.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the addition of distilled spirits sales will contribute to the viability of the market, an allowed use in the MXC-1 zone.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

RECOMMENDED FINDINGS FOR DENIAL

2021-06 CUP – Kegs & Beer

1. The proposed use is not deemed essential and desirable to the public convenience and welfare, because there are three other Type 21-license outlets within a half-mile of the site.
2. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the area has a high crime rate, which may be exacerbated by the addition of distilled spirits.
3. Based on findings 1 and 2 above, public convenience and necessity will not be served by adding distilled spirits sales to the existing alcohol license pursuant to law.

RECOMMENDED CONDITIONS OF APPROVAL

2021-06 CUP – Kegs & Beer

General

1. This Conditional Use Permit authorizes the sale of beer, wine and distilled spirits for off-site consumption at an existing market located at 1811 'L' Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2021-06 CUP, dated 3/3/2021.
2. Unless specifically modified by this resolution, all Conditions of Approval of City Council Resolution 2014-35 shall remain in full force and effect.
3. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

7. The sale of alcoholic beverages shall be limited to between the hours of 9:00 a.m. and 10:00 p.m. seven days a week.
8. All beer and wine products shall be stored in the rear cooler or rear shelving areas. No alcohol products shall be stored in proximity to the store entrance. Distilled spirits shall be stored in a lockable cabinet behind the sales counter only.

9. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
10. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
11. Wine shall not be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
12. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
13. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the Permittee.
14. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
15. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
16. The Permittee shall post signs in compliance with the requirements and specifications of subsection B of section 10.30.070 on each exterior wall of the licensed premises that faces a vehicle parking lot, to read as follows:

“WARNING

It is unlawful to drink an alcoholic
beverage or to possess an open alcoholic
beverage container in public or in a public parking lot.
NCMC 10.30.050 and 10.30.060.”

17. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
18. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
19. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The Permittee shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and

shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.

20. Every employee of the Permittee, including ownership and management, shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to commencing alcohol sales. As part of the RBSS training, the Permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
21. Display of tobacco-related products shall comply with Chapter 18.30.230 related to tobacco specialty stores.
22. The building space between the market and the laundromat shall not be used for anything other than product storage unless all necessary permit and/or licenses are issued for the space.
23. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

24. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.

NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT FOR THE ADDITION OF OFF-SITE
DISTILLED SPIRITS SALES (TYPE 21) AND MODIFICATION OF
ALCOHOL DISPLAY AREA AT AN EXISTING BEER AND WINE-LICENSED
CONVENIENCE STORE LOCATED AT 1811 'L' AVENUE.
CASE FILE NO.: 2021-06 CUP

The National City Planning Commission will hold a public hearing at their regular online meeting after the hour of 6:00 p.m. **Monday, September 20, 2021**, on the proposed request. The meeting will be LIVE WEBCAST from the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Jose A. Perez)

Due to the precautions taken to combat the continued spread of coronavirus (COVID-19), City Council Chambers are closed to the public. Anyone interested in this public hearing may observe it on the City's website at <http://www.nationalcityca.gov/government/city-clerk/council-webcast>.

The operator of the existing convenience store (Kegs & Beer) is requesting an amendment to their Conditional Use Permit for beer and wine sales that would allow sale of distilled spirits and to modify the existing alcohol sales display area. No change to the operating hours of the store are proposed.

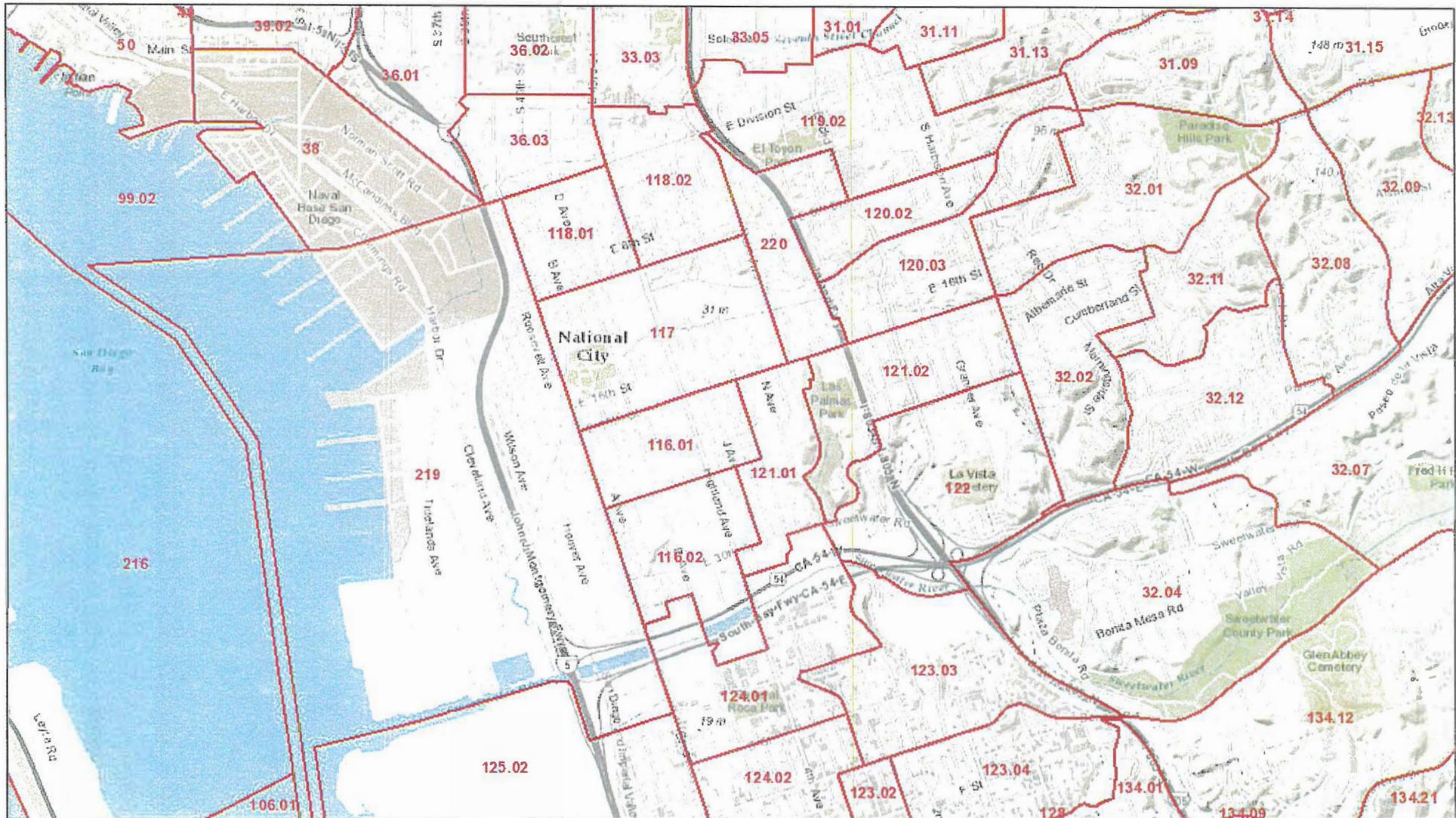
Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 4:00 p.m., **September 20, 2021**, who can be contacted at 619-336-4310 or PlcPubComment@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION



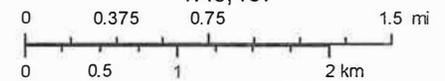
ARMANDO VERGARA
Director of Community Development



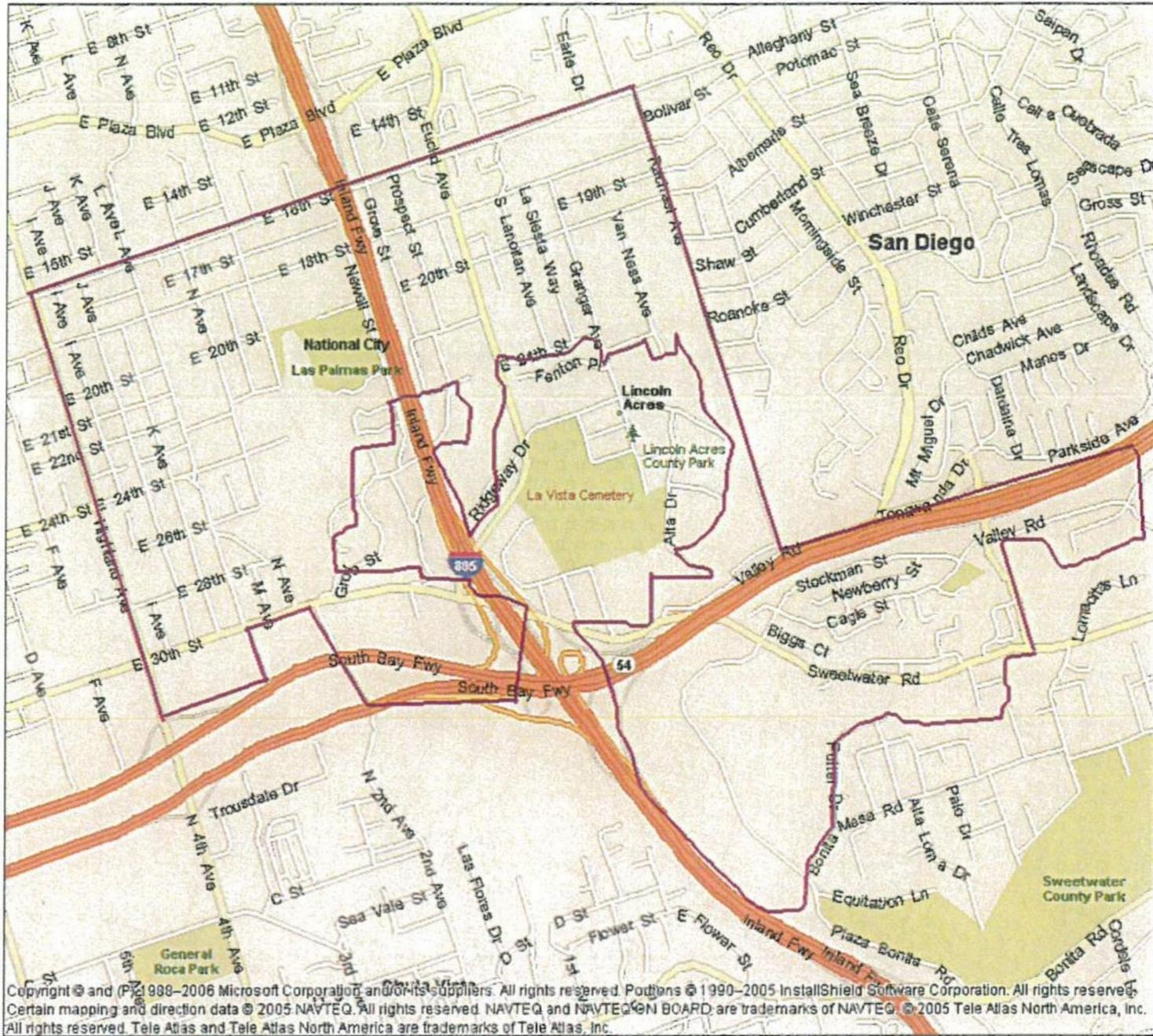
August 25, 2014

CensusTracts 2010

1:45,467



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



City of National City Beat 23

Source: Microsoft Mappoint
NCPD CAU, 4/18/07



NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 9/1/2021

BUSINESS NAME: KEGS & BEER

ADDRESS: 1811 L AVENUE

OWNER NAME: NADER HANNA DOB: 3/12/80

OWNER ADDRESS: 1390 E MADISON AVE. A, EL CAJON CA 92021

(add additional owners on page 2)

I. Type of Business

- Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)

II. Hours of Operation

- Daytime hours (1 pt)
- Close by 10pm (2 pts)
- Close after 10pm (3 pts)

III. Entertainment

- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)

IV. Crime Rate

- Low (1 pt)
- Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

<p>Notes:</p> <p>Currently, there is 1 off sale license allowed in tract 121.01</p> <hr/> <p>Currently, there are 2 active off sale licenses in tract 121.01</p> <hr/>

VI. Calls for Service at Location (for previous 6 months)

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk (12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts) Total Points <u>15</u>
--

VIII. Owner(s) records check

- No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME: NADER HANNA DOB: 3/12/80
 OWNER ADDRESS: 1390 E MADISON AVE. A, EL CAJON CA 92021

OWNER NAME: MONA HANNA DOB: 12/8/86
 OWNER ADDRESS: 1390 E MADISON AVE. A, EL CAJON CA 92021

Recommendation:

Completed by: W. Walters, Sergeant Badge ID: 398

Kegs and Beer
1811 L Avenue
National City, CA 91950

July 21, 2021

Dear Neighbor:

Please join us on July 28, 2021 for a community meeting to discuss Kegs and Beer proposed liquor license. Kegs and Beer is an established neighborhood convenience store located at 1811 L Avenue, National City CA 91950.

We have recently applied for a Type 21 General off- sale license with the Alcoholic Beverage Control. At the meeting we will discuss the license applied for as well as the conditional use permit and other city of National City requirements. We invite you to join us for this meeting to answer any questions or concerns,

We will hold it at Kegs and beer Store

If you have any questions, please call (619) 259-2936 or email: kegsbeer@yahoo.com

Thank you and we look forward to seeing you.

Topic: Kegs and Beer Community Meeting
Time: July 28, 2021 05:00 PM Pacific Time (US and
Canada)

Location: 1811 L Avenue
National City, CA 91950

RESOLUTION NO. 2021-08

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
APPROVING A CONDITIONAL USE PERMIT FOR THE
ADDITION OF OFF-SITE DISTILLED SPIRITS SALES (TYPE 21)
AT AN EXISTING BEER AND WINE-LICENSED CONVENIENCE STORE
LOCATED AT 1811 'L' AVENUE.
CASE FILE NO. 2021-06 CUP
APN: 561-210-32

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the addition of off-site distilled spirits sales (Type 21) at an existing beer and wine-licensed convenience store located at 1811 'L' Avenue at a duly advertised public hearing held on September 20, 2021, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2021-06 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 20, 2021, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the MXC-1 zone pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A market use is consistent with the MXC-1 land use designation contained in the Land Use and Community Character element of the General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial use, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed alcohol sales would be accessory to the primary use of a market.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, the proposed use would be subject to conditions that limit the hours and manner in which alcohol is sold. All previous conditions of approval would continue to be in effect, except as modified by this request.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted by right in the MXC-1 zone.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the addition of distilled spirits sales will contribute to the viability of the market, an allowed use in the MXC-1 zone.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

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

General

1. This Conditional Use Permit authorizes the sale of beer, wine and distilled spirits for off-site consumption at an existing market located at 1811 'L' Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2021-06 CUP, dated 3/3/2021.

2. Unless specifically modified by this resolution, all Conditions of Approval of City Council Resolution 2014-35 shall remain in full force and effect.
3. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

7. The sale of alcoholic beverages shall be limited to between the hours of 9:00 a.m. and 10:00 p.m. seven days a week.
8. All beer and wine products shall be stored in the rear cooler or rear shelving areas. No alcohol products shall be stored in proximity to the store entrance. Distilled spirits shall be stored in a lockable cabinet behind the sales counter only.
9. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
10. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
11. Wine and distilled spirits shall not be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.

12. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
13. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the Permittee.
14. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
15. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
16. The Permittee shall post signs in compliance with the requirements and specifications of subsection B of section 10.30.070 on each exterior wall of the licensed premises that faces a vehicle parking lot, to read as follows:

“WARNING

It is unlawful to drink an alcoholic
beverage or to possess an open alcoholic
beverage container in public or in a public parking lot.
NCMC 10.30.050 and 10.30.060.”

17. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
18. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
19. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The Permittee shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
20. Every employee of the Permittee, including ownership and management, shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to commencing alcohol sales. As part of the RBSS

training, the Permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

21. Display of tobacco-related products shall comply with Chapter 18.30.230 related to tobacco specialty stores.
22. The building space between the market and the laundromat shall not be used for anything other than product storage unless all necessary permit and/or licenses are issued for the space.
23. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

24. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.

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

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 20, 2021, by the following vote:

AYES: Natividad, Roman, Sanchez, Sendt, Valenzuela, Yamane

NAYS: None.

ABSENT: Dela Paz

ABSTAIN: None.

DocuSigned by:
Ditas Yamane
3307B879D0F041D...
Ditas Yamane **CHAIRPERSON**
9/23/2021 | 10:37 AM PDT



Fire Notes

Buildings undergoing construction, alteration, or demolition shall conform to CFC chapter 33. Welding, cutting, and other hot work shall be in conformance with CFC Chapter 35.

During construction, at least one extinguisher shall be provided on each floor level at each stairway, in all storage and construction sheds, in locations where flammable or combustible liquids are stored or used, and where other special hazards are present per CFC Section 3315.1.

Dumpsters and trash containers exceeding 1.5 cubic yards shall not be stored in buildings or placed within 5 feet of combustible walls, openings or combustible roof eave lines unless protected by an approved sprinkler system or located in a Type I or IIA structure separated by 10 feet from other structures. Containers larger than 1 cubic yard shall be of non- or limited-combustible materials or similarly protected or separated, CFC 304.3.

Open flames, fire, and burning on all premises is prohibited except as specifically permitted per City of National City municipal code

Address identification shall be provided for all new and existing buildings in a location that is plainly visible and legible from the street or road fronting the property. Where access is by way of a private road and the building address cannot be viewed from the public way, an approved sign or means shall be used to identify the structure. Premises identification shall conform to CFC Section 501.2.

Site Plan & Utilities notes

1. all surface water to drain away from building
The Grade shall fall a minimum of 4" in the first 10 feet. Section 8401.3, and property line to alley or street.

2. verify all utility locations (existing or new) prior to start of construction.

3. ALL PROPERTY LINES (red or brown), easement and building (both existing and proposed), are shown on this site plan.

4. NO GRADING permit is required for this project (relatively flat, there is no significant amount of earth movement other than required for foundation and utility; there is no import or export of soil).

5. the hose bibbs and lawn sprinkler systems shall have approved backflow prevention devices, 2019 CFC section 1003.4, conforming to comply with all code requirements.

6. This project is not within a noise critical area (contour of 60 db) as shown on the general plan.

All Existing Utilities water, gas, and sewer.

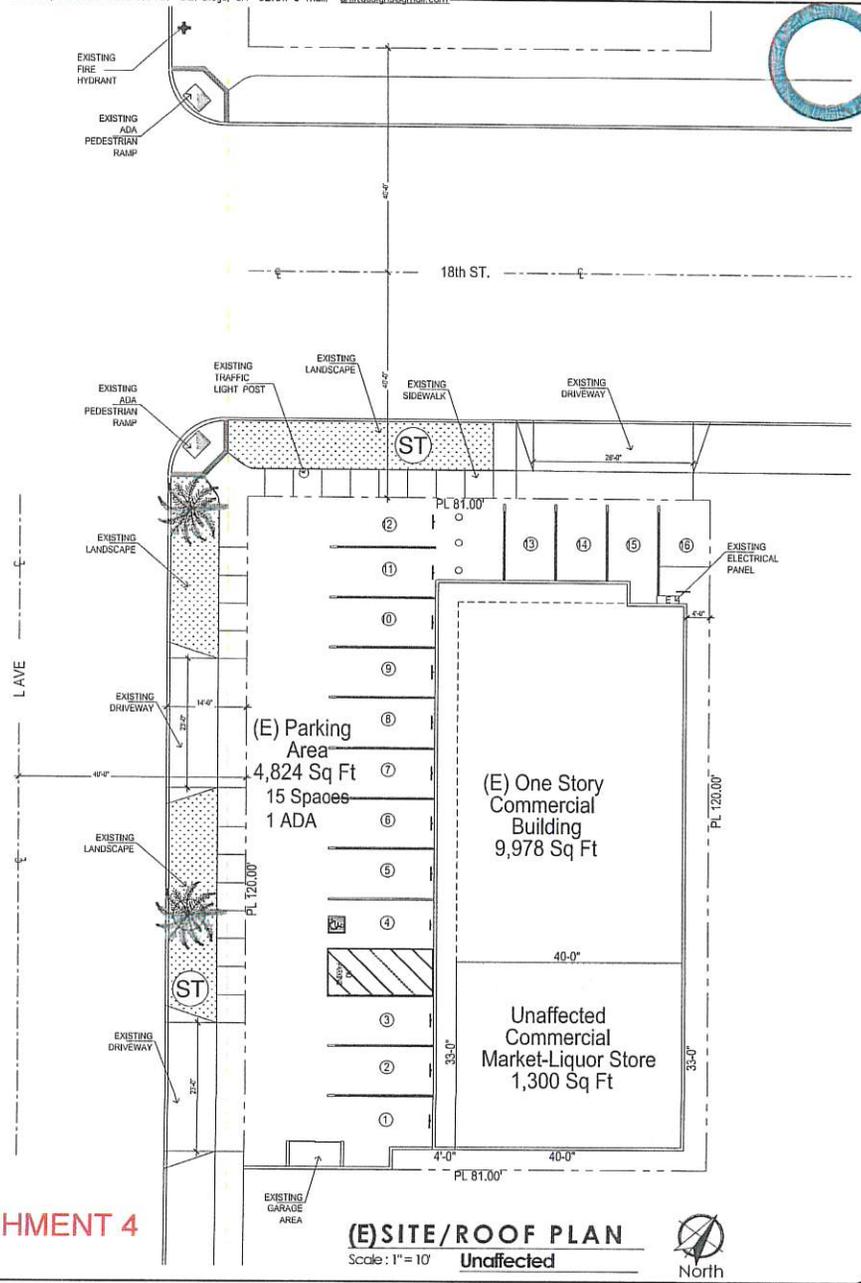
No Grading for this project

ArkitDesigns

ALL PROPERTY LINES, EASEMENTS AND BUILDINGS, EXISTING AND PROPOSED, ARE SHOWN ON THIS SITE PLAN.

NOTICE TO THE APPLICANT/OWNER/OWNER AGENT OR AGENTS OF RECORD: REGARDING THE PROPOSED CONSTRUCTION FOR CONSTRUCTION INSTALLATION OF THE WORK SPECIFIED HEREIN YOU SHALL BE RESPONSIBLE FOR THE REQUIREMENTS OF CITY OF NATIONAL CITY ORDINANCES AND CFC 2019 CFC CHAPTER 33, CONSTRUCTION MATERIALS AND CFC 2019 CFC CHAPTER 35, CONSTRUCTION EQUIPMENT, CONTRACTS AND RESPONSIBILITY OF APPLICATORS AND AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.

NOTICE TO THE CONTRACTOR/BUILDER/ALTERER/SUBCONTRACTOR/OWNER/BUILDER: REGARDING THE PROPOSED CONSTRUCTION WORK YOU SHALL BE RESPONSIBLE FOR THE REQUIREMENTS OF CITY OF NATIONAL CITY ORDINANCES AND CFC 2019 CFC CHAPTER 33, CONSTRUCTION MATERIALS AND CFC 2019 CFC CHAPTER 35, CONSTRUCTION EQUIPMENT, CONTRACTS AND RESPONSIBILITY OF APPLICATORS AND AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.



ATTACHMENT 4

(E) SITE/ROOF PLAN
Scale: 1" = 10' Unaffected



KEGS & BEER CUP
1811 L Street, National City, CA 91950
CUP-Conditional Use Permit

EXISTING SITE/ROOF PLAN

Prepared by: Jose Perez
Date: 2/3/21
Scale: as noted

Sheet Title: A 1

1811 L Street, National City, CA 91950

CUP-Conditional Use Permit

EXISTING SITE/ROOF PLAN

Prepared by: Jose Perez

Date: 2/3/21

Scale: as noted

Sheet Title: A 1

1811 L Street, National City, CA 91950

CUP-Conditional Use Permit

EXISTING SITE/ROOF PLAN

Prepared by: Jose Perez

Date: 2/3/21

Scale: as noted

Sheet Title: A 1

1811 L Street, National City, CA 91950

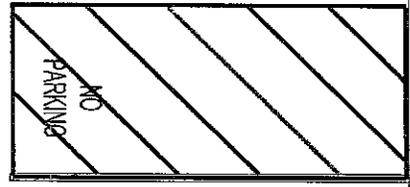


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KEGS & BEER CUP
1811 L Street, National City, CA 91950

CUP-Conditional Use Permit

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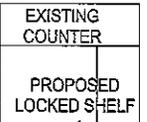
3

2

1

EXISTING ACCESS E3068

E 8090



EXISTING REFRIGERATOR

EXISTING DISPLAY AREA

EXISTING DISPLAY AREA

EXISTING DISPLAY AREA

EXISTING REFRIGERATOR

3068

PL 81.00'

(B) FLOOR PLAN
Scale: 3/8" = 1'-0"

Sheet Content:

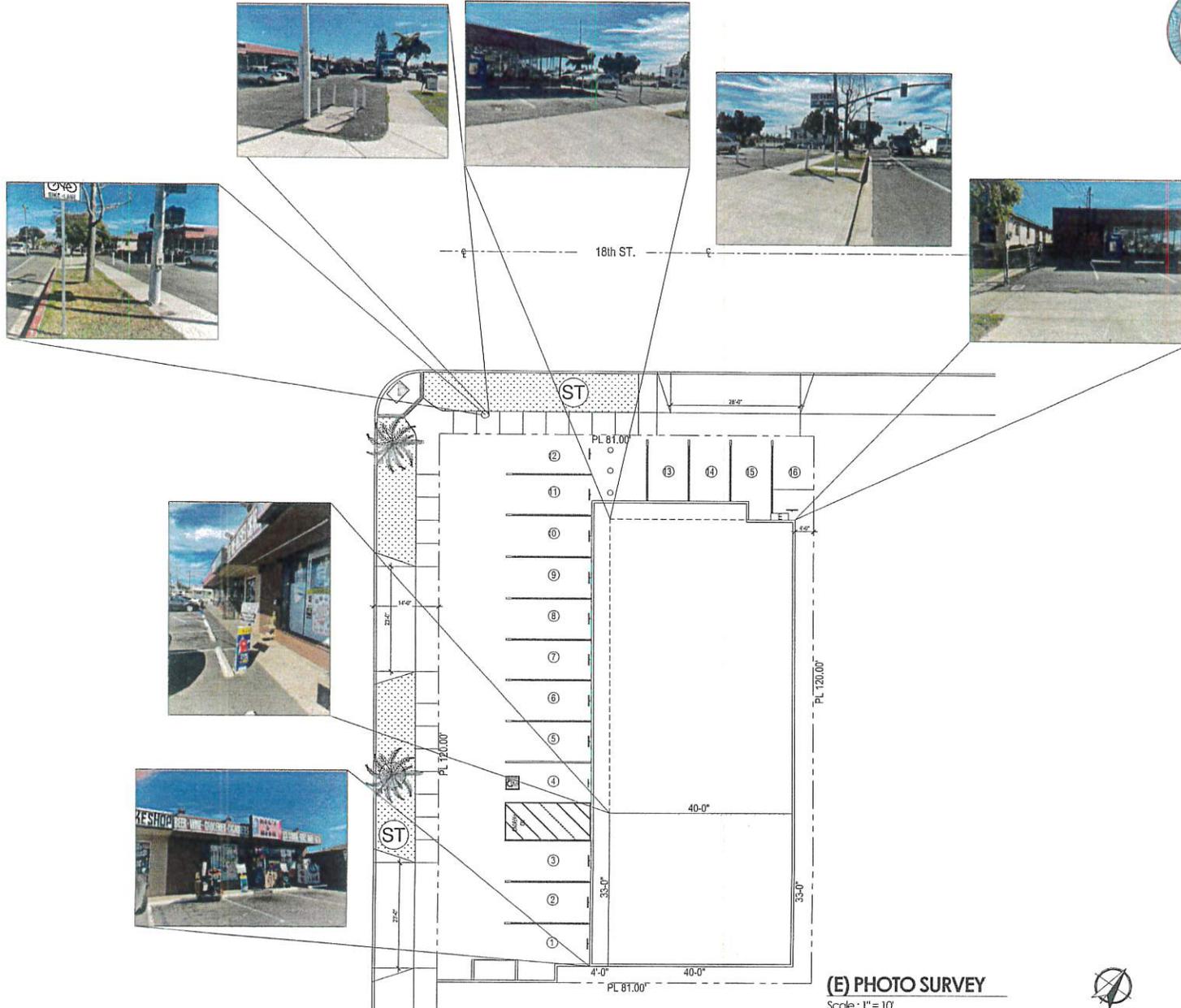
Existing FLOOR PLAN

Revisions:

Designer: Jose Perez	Architect: JOSE PEREZ 554 W B STREET 4TH FLOOR NATIONAL CITY, CA 91950 PH: (619) 778-3028
Checker: Jose Perez	
Date: 2/3/21	
Title: CS NOTED	Sheet No.

Sheet No. **A 2**

ArkitDesigns



KEGS & BEER CUP
 1811 L Street, National City, CA 91950
 CUP-Conditional Use Permit

PHOTO SURVEY

Design: Jose Perez
 Date: 2/3/21
 Scale: AS NOTED

Project: JOSE PEREZ
 1811 L Street
 National City, CA 91950

Ph 1

(E) PHOTO SURVEY
 Scale: 1" = 10'



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The following page(s) contain the backup material for Agenda Item: [City Manager Report.
\(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
10/05/21

City Manager Report

(City Manager)