AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/ COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY ONLINE ONLY MEETING<br>https://www.nationalcityca.gov/webcast<br>LIVE WEBCAST<br>COUNCIL CHAMBERS<br>CIVIC CENTER<br>1243 NATIONAL CITY BOULEVARD NATIONAL CITY, CALIFORNIA TUESDAY, APRIL 19, 2022-6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MARCUS BUSH
Vice Mayor
RON MORRISON
Councilmember
MONA RIOS
Councilmember
JOSE RODRIGUEZ
Councilmember

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

## Meeting agendas and

 minutes available on the City's website at WWW.NATIONALCITYCA.GOVNOTICE: 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,
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.


#### Abstract

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. Fair Housing Month Proclamation.

## AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)
INTERVIEWS / APPOINTMENTS
REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)
CONSENT CALENDAR
2. Motion of the City Council of the City of National City, California, 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)
3. Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Qualifications ("RFQ") for legal services for the Community Development Commission - Housing Authority of the City of National City. (City Attorney)
4. Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an agreement with Fortel Traffic, Inc. for a not-to-exceed amount of $\$ 199,802.25$ to provide and install solar speed feedback signs with flashing beacons citywide. (Engineering/Public Works)
5. Resolution of the City Council of the City of National City, California authorizing the extension of red curb "No Parking" for the bus stop located north of E. 4th Street and east of Laurel Avenue in order to enhance safety and provide the required space for the bus stop (TSC No. 2022-01). (Engineering/Public Works)
6. Resolution of the City Council of the City of National City, California authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 39 E. 5th Street (TSC No. 2022-03). (Engineering/Public Works)
7. Investment transactions for the month ended February 28, 2022. (Finance)
8. Warrant Register \#36 for the period of $3 / 04 / 22$ through $3 / 10 / 22$ in the amount of $\$ 1,536,644.35$. (Finance)
9. Warrant Register \#37 for the period of 3/11/22 through 3/17/22 in the amount of \$599,280.12. (Finance)

## PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

10. Public Hearing and Adoption of a Resolution regarding a Conditional Use Permit for distilled spirits sales (Type 21) at a proposed retail outlet (Tahona Mercado) to be located at 802 'B' Avenue. (Applicant: Amar Harrag) (Case File 2021-27 CUP) (Planning)
11. Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, adopting the fiscal year 2022-2023 Master Fee Schedule. (Finance)
12. Public Hearing and Introduction of an Ordinance of the City of National City Amending Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development Commission-Housing Authority of the City of National City. (Housing Authority)
13. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee. (City Clerk)

## NON CONSENT RESOLUTIONS

14. Resolution of the City Council of the City of National City, California, authorizing the City to utilize cooperative purchasing established through Sourcewell contract 090320-TTI, consistent with Municipal Code Section 2.60.260, to purchase Tyler Technologies' Munis Hosted ERP System, and authorizing the Mayor to execute the Agreement between the City of National City and Tyler Technologies, Inc. for said system to replace the current outdated enterprise resource planning software system for a one-time cost not-to-exceed $\$ 367,148$ and reoccurring annual license, maintenance, and support costs of $\$ 125,172$. (Finance)

## NEW BUSINESS

15. City of National City annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2021. (Finance)
16. City Council Policy Nos. 104 and 113 regarding City Council Meeting Decorum. (City Clerk)
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
17. 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 - May 3, 2022-6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Fair Housing Month Proclamation.
Please scroll down to view the backup material.

Item \#

## Fair Housing Month Proclamation

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City, California, 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.
$\qquad$

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

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Qualifications ("RFQ") for legal services for the Community Development Commission Housing Authority of the City of National City. (City Attorney)
Please scroll down to view the backup material.

## CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: 4/19/2022
AGENDA ITEM NO.

## ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the issuance of a Request for Qualifications ("RFQ") for legal services for the Community Development Commission Housing Authority of the City of National City.

PREPARED BY: Charles E. Bell, Jr., City Attorney
PHONE: (619) 336-4220
department: City Attorney


## EXPLANATION:

The City of National City is seeking approval to release a Request for Qualifications ("RFQ") for the Community Development Commission - Housing Authority ("CDC-HA") for legal services. The City is seeking an attorney to perform the full range of services related to advising and drafting documents related to CDC-HA and its role as a housing authority, provide legal support in defending lawsuits and general legal services regarding affordable housing project negotiations. The attorney will work with the CDC-HA General Counsel and CDC-HA staff.

Any contract resulting from this RFQ shall not be effective unless, and until, approved by the City. Upon approval, the contract shall start within one (1) day after the award of the contract.

## FINANCIAL STATEMENT:

ACCOUNT NO.
501-419-462-209-0000
532-419-462-209-0000

## ENVIRONMENTAL REVIEW:

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).
ORDINANCE: INTRODUCTION: $\square$ FINAL ADOPTION: $\square$
STAFF RECOMMENDATION:
Adopt Resolution approving the issuance of a Request for Qualifications for Community Development Commission - Housing Authority legal services for the City of National City.

## BOARD / COMMISSION RECOMMENDATION:

## ATTACHMENTS:

- Request for Qualifications
- Resolution


# REQUEST FOR QUALIFICATIONS FOR THE COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (the "CDC-HA") LEGAL SERVICES 

## 1. INTRODUCTION

The City of National City ("City") is a general law city which operates under a councilmanager form of government. The City Council has an elected Mayor and four Councilmembers who are elected for a term of four years. The citizens of National City also elect the City Treasurer and City Clerk.

The City Council is responsible for setting policies, enacting ordinances, adopting the budget, reviewing the General Plan, appointing committees, and appointing the City Manager and City Attorney. The City Manager is responsible for carrying out policies and ordinances of the City Council, appointing City department heads, and overseeing the day-to-day operations of the City. National City is organized into the departments of City Manager, City Clerk's Office, City Attorney's Office, Building, Planning, Engineering/Public Works, Finance, Fire, Police, Housing \& Economic Development, Community Services, Information Technology, Library, Neighborhood Services, and Human Resources. The City's total all funds budget is $\$ 107.8$ million, and the workforce consists of approximately 360 employees. For more information on the City of National City, please visit its website at: www.nationalcityca.gov.

## 2. THE COMMUNITY

The City of National City was incorporated in 1887 and is a full service, general law city serving a vibrant, socio-economically diverse community. National City's multi-cultural population, mild climate and central location make National City a great place to live and work. The spirit of National City is a welcoming one, and the residents take great pride in its rich history and traditions, diverse cultures, dynamic and progressive atmosphere, strong community spirit, schools, neighborhoods and vibrant business districts.

National City, San Diego County's second oldest city is centrally located in the South Bay region of the San Diego metropolitan area, in southwestern San Diego County. National City is truly "In the center of it all." A thriving bi-national region of 5 million consumers,
the City's competitive edge is its central location, transportation network, and business industry.

National City is positioned for prosperity, with proximity to the San Diego Bay, USMexico border, downtown San Diego, international airport, rail, San Diego State University, and other colleges and universities. Adjacent to the San Diego Bay, National City can be easily accessed by interstates 5 and 805, and highways 54 and 15. The San Diego Trolley and the Metropolitan Transit System (MTS) services National City 7 days a week. The robust transportation resources conveniently connect the City to the region.

National City is home to over 3,000 businesses - a remarkable number for a city with a population of slightly over 61,000 . A variety of industries, ranging from small familyowned operations to multi-million-dollar corporations can be found in National City. The National City Marine Terminal, part of the Unified Port of San Diego, is the most advanced vehicle import and export facility on the West Coast, processing more than 270,000 vehicles annually. Lumber is also imported from the Pacific Northwest for construction use throughout the region. National City's port area extends three miles along San Diego Bay and is part of the largest U.S. Navy installation on the West Coast.

National City's 87.2 acres of park land exceeds the statewide norm. The City's four sprawling major parks include El Toyon Park, Kimball Park, Las Palmas Park, and Sweetwater Heights Park, plus the National City Golf Course. The National City recreation division provides programs at the Las Palmas Olympic-sized pool as well as at six recreation centers. The City has 10 elementary schools, 2 middle schools, 1 high school, and 1 community college.

### 1.1. Purpose of Invitation

This Request for Qualifications ("RFQ") is focused on obtaining the services of a professional, highly qualified attorney to lead as-needed, general legal services regarding affordable housing project negotiations, advise the CDC-HA Board, and research and preparation of documents related to these matters.

Interested and qualified firms who have demonstrated their ability at comparable work are invited to submit their qualifications.

Submittals, requests for information, or questions relative to this Request for Qualifications should be addressed to:

City Attorney

City of National City
1243 National City Blvd.

National City, CA 91950
619-336-4220
attorney@nationalcityca.gov

### 1.2 Submittal Deadline

Qualifications will be accepted until $\qquad$ . The submittal must include one original and five copies.

### 1.3 Contract Length

The agreement will be effective on date fully executed and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other.

### 1.4 Scope of Services

The City of National City is seeking an attorney to perform the full range of services related to advising and drafting documents related to the CDC-HA and its role as a housing authority and providing legal support in defending lawsuits. It is expected that the FIRM will work with the CDC-HA General Counsel and CDC-HA staff. Specific responsibilities include, but are not limited to:

1. Affordable housing.
2. Federal and state financing programs and program compliance.
3. Section 8 Program.
4. Tax credit financing.
5. Bond financing.
6. Fannie Mae Secondary Market compliance.
7. Litigation of all kinds, including without limitation, environmental issues, condemnation actions, and enforcement of loan documents and regulatory agreements.
8. Deed of trust foreclosures.
9. Appointment of receivers, and other litigation, as and when requested.
10. Drafting of documents, including, but not limited to, disposition and development agreements, exclusive negotiating agreements, affordability restrictions, loan agreements, environmental indemnity agreements, UCC financing statements, security agreements, deeds of trust, and other documentation.

### 2.0 SUBMITTAL REQUIREMENTS

The respondent shall follow the format specified below. Each section should be tabbed and labeled in the order shown below.

### 2.1 Submittal Cover

The cover shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact.

### 2.2 Table of Contents

The table of contents shall be complete and clear.

### 2.3 Cover Letter

The letter shall be brief. Any changes to the submittal format or deletions of requested material should be explained in the cover letter. The letter should also include the location of the office(s) in which the proposed attorney(s) is located.

### 2.4 Statement of Understanding and Proposed Methodology

The respondent shall provide a written narrative that demonstrates an understanding of this invitation and a proposed methodology for implementing the Scope of Services, provided above in Section 1.4.

### 2.5 Project-Related Experience

This section shall include examples of respondent's experience in the past ten years specifically related to the Scope of Services. This section should also describe respondent's experience in the following areas:

1. Affordable housing.
2. Federal and state financing programs and program compliance.
3. Section 8 Program.
4. Tax credit financing.
5. Bond financing.
6. Fannie Mae Secondary Market compliance.
7. Litigation of all kinds, including without limitation, environmental issues, condemnation actions, and enforcement of loan documents and regulatory agreements.
8. Deed of trust foreclosures.
9. Appointment of receivers, and other litigation, as and when requested.
10. Drafting of documents, including, but not limited to, disposition and development agreements, exclusive negotiating agreements, affordability restrictions, loan agreements, environmental indemnity agreements, UCC financing statements, security agreements, deeds of trust, and other documentation.

### 2.6 Project Personnel

A resume for each attorney proposed to perform as lead negotiator should be provided with their relevant municipal law and housing authority experience.

### 2.7 Insurance

Respondent shall be required to comply with all the insurance requirements required under the contract, a sample of which is attached hereto.

### 2.8 Schedule of Rates

Respondent shall include a "Schedule of Rates" in a sealed envelope, including rates for all of the personnel that may provide services under this contract.

### 2.9 References

The listing of other clients represented is critical and contact information should be provided for reference checks. Please provide at least three public sector management and three union party representatives as references for each professional proposed in Section 2.6. Include each reference's name, address, and telephone number. In addition, provide a list the municipalities your firm, and in particular, the proposed attorney, provided similar services for within the past three (3) years.

### 2.10 Additional Required Information

The following information should also be provided:

- Type of firm: individual, partnership, or corporation.
- Organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees.
- Describe the ability of your firm to provide local service to the City.
- Names and titles of all principals/officers of the firm (name, title, phone number).
- How many years has your firm been providing housing authority related services to municipalities?
- Describe the firm's philosophy about customer service and quality assurance.
- Describe your firm's resources or methods to provide education on best practices, trends or hot topics.
- Describe the organization's legal research capabilities and how you communicate legislative updates to your clients.
- Describe your firm's commitment to diversity in both your employment practices and in client relations.


### 3.0 SELECTION PROCESS AND EVALUATION CRITERIA

### 3.1 Selection Criteria

The responses will be evaluated based upon the following:

- Respondent's submittal demonstrates an understanding of the Scope of Services.
- Respondent's knowledge of the law regarding matters described in the Scope of Services.
- Availability and accessibility, including the location of the office that will be servicing the City of National City.
- The experience, professional credentials and references of those who will be advising the City.
- Respondent's commitment to diversity in both your employment practices and in client relations.


### 3.2 Submittal Selection Process

A selection committee will review the submittals and "short-list" the most qualified respondents. This committee may then choose to interview selected respondents. The proposed attorney(s) from the law firm must attend. Thereafter, a recommendation will be made for a final decision.

### 3.3 Submittal Schedule

Distribution/Advertisement
Deadline for response
Interviews
Selection and Recommendation

April 19, 2022
May 19, 2022
week of May 30, 2022
June 9, 2022

August $\qquad$ 2022

### 3.4 Legal Services Agreement

The firm selected shall be required to enter into a Legal Services Agreement for this project with the City, a sample of which is attached hereto. Any contract resulting from this RFQ shall not be effective unless, and until, approved by the City, which may require City Council approval. Upon approval, the contract shall start within 1 day after the award of the contract.

Before the City executes a contract, the selected firm shall furnish the City certificates evidencing insurance, as required by the City. The City shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

### 4.0 DECLARATIONS AND ADDITIONAL INFORMATION

### 4.1 The City of National City Rights Regarding this Invitation

The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The City accepts no financial responsibility for any costs incurred by respondent. Issuance of this Request for Qualifications does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The City reserves the right to waive any irregularities or informalities in the proposal or proposal process. The City retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent.

### 4.2 Acknowledgement of Amendments

Each firm receiving a copy of this shall acknowledge receipt of any amendment to this Request for Qualifications by signing and returning the amendment with the completed proposal. The acknowledgment must be received by the City of National City at the time and place specified for receipt of qualifications.

### 4.3 Right to Cancel

The City reserves the right to withdraw or cancel, for any or no reason, at any time, in part or in its entirety, this Request for Qualifications, including but not limited to: selection schedule, submittal date, and submittal requirements.

### 4.4 Variations in Scope of Work

The City may materially change the scope of services by way of amendment to this Request for Qualifications, signed by the City Clerk. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

### 4.6 Applicable Laws

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this Request for Qualifications shall be brought in the State of California, with a venue of the San Diego Superior Courts. The firm awarded the contract shall comply with all applicable Federal, State, and local laws and regulations.

### 4.7 Public Information

All documents received by the City are considered public records and will be made available after the Request for Qualifications selection for public inspection and copying upon request.

### 4.8 Compensation

The respondent agrees, if selected, that compensation shall remain firm and fixed throughout the term of the contract.

### 4.9 Independent Contractor Status

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

### 4.10 Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City and all its officers and employees from any and all liability, claims, costs, including reasonable
attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

### 4.11 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

### 5.0 APPENDICES

## Appendix A - Sample Agreement

# AGREEMENT FOR LEGAL SERVICES <br> BY AND BETWEEN <br> THE CITY OF NATIONAL CITY <br> AND <br> [FULL LEGAL COMPANY NAME] 

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made between THE CITY OF NATIONAL CITY, a municipal corporation, (the "CITY") and $\qquad$
$\qquad$ , a law corporation (the "FIRM"). This Agreement sets forth the parties' mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with litigation and government claims issues, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following:
as per the Proposal Letter attached as Exhibit A ("LEGAL SERVICES"). In addition, the City may increase the scope of work with the FIRM's agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in the Proposal Letter attached as Exhibit A.
A. The FIRM shall not use more than one attorney for the same specific task without the CITY'S approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.
B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.
C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed $\qquad$ for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.
D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.
E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:
(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.
(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.
(3) Photocopy charges in excess of $\$ .15$ (fifteen cents) per page.
(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.
(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.
(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.
(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.
(8) Travel and meals.
(9) Late payment charge or
interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.
F. Bills from the FIRM should be submitted to City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.
G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to
the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.
H. Billing Format. Each billing entry must be complete, discrete and appropriate.
(1) Complete.
(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.
(b) The date the work was performed must be included.
(c) The hours should be billed in .10 hour increments.
(d) The specific task performed should be described, and the related work product should be reference ("telephone call re: trial brief," "interview in preparation for deposition").
(e) The biller's professional capacity (partner, associate, paralegal, etc.) should be included.
(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.
(3) Appropriate.
(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.
(b) Due to the nature of the CITY'S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.
I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY'S representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.
(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.
(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.
(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. 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. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM 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 or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; 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.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:
A. Professional Liability Insurance (errors and omissions) with minimum limits of $\$ 1,000,000$ per claim.
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 the "location". The "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 FIRM'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.
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 FIRM 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 FIRM does not keep all insurance policies required by this Article 10 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 Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
K. If the FIRM 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 FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, 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 FIRM 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 FIRM 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.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any
corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney<br>City of National City<br>1243 National City Boulevard<br>National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397
and to: [Insert Email Address]
[Insert Email Address]

Notice to the FIRM shall be addressed to:
[insert Firm information here]

Nothing contained in this agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

## Article 15. Administrative Provisions.

A. Time of Essence. Time is of the essence for each provision of this Agreement.
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. Headings. 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. California Law. This Agreement shall be construed and interpreted 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.
E. Integrated Agreement. This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.
F. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
G. Waiver. The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.
H. Conflict of Interest. During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.
I. 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.
J. 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.
K. 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, and (iii) 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 have executed this Agreement on the
$\qquad$ day of $\qquad$ , 2022.

## CITY OF NATIONAL CITY

By:
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney
[insert name of firm]
(Corporation - signatures of two corporate officers)

By:
[insert name and title]

By:
(Name)
(Print Name)
(Title)

## RESOLUTION NO. 2022-

## RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS ("RFQ") FOR LEGAL SERVICES FOR THE COMMUNITY DEVELOPMENT COMMISSION HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

WHEREAS, the City Attorney's Office requests approval to release a Request for Qualifications ("RFQ") for the Community Development Commission - Housing Authority ("CDC-HA") for legal services for the City of National City ("City"); and

WHEREAS, the City is seeking an attorney to perform the full range of services related to advising and drafting documents related to CDC-HA and its role as a housing authority, provide legal support in defending lawsuits and general legal services regarding affordable housing project negotiations; and

WHEREAS, the attorney will work with the CDC-HA General Counsel and CDCHA staff; and

WHEREAS, City staff recommends approving the issuance of an RFQ for the Community Development Commission - Housing Authority for legal services for the City of National City.

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

Section 1: Authorizes the issuance of a Request for Qualifications ("RFQ") for the Community Development Commission - Housing Authority for legal services for the City of National City.

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

Resolution No. 2022 -

PASSED and ADOPTED this 19th day of April, 2022.

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, California, authorizing the Mayor to execute an agreement with Fortel Traffic, Inc. for a not-to-exceed amount of $\$ 199,802.25$ to provide and install solar speed feedback signs with flashing beacons citywide. (Engineering/Public Works)
Please scroll down to view the backup material.

## CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 19, 2022
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 Fortel Traffic, Inc. for a not-to-exceed amount of $\$ 199,802.25$ to provide and install solar speed feedback signs with flashing beacons citywide.

PREPARED BY: Tirza Gonzales, Management Analyst II QEPARTMENT: Engineering \& Rublic Works PHONE: 619-336-4318

EXPLANATION:
APPROVED BY:

See staff report.

FINANCIAL STATEMENT:
ACCOUNT NO.

APPROVED:
APPROVED:
 FINANCE MIS

109-409-500-598-6035 (Gas Tax, Resurface Various Streets) - \$199,802.25

## ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA).
ORDINANCE: INTRODUCTION $\square$ FINAL ADOPTION $\square$

## STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with Fortel Traffic, Inc. to provide and install solar speed feedback signs with flashing beacons citywide.

BOARD / COMMISSION RECOMMENDATION:

## ATTACHMENTS:

1. Explanation
2. Agreement w/Exhibit
3. Resolution

## EXPLANATION

Per the 2016/2017 National City Citywide Engineering and Traffic Survey Study, several roadway segments citywide were found to require an increase in speed limit or were recommended a speed limit that was not consistent with the adjacent segments. The results of this traffic study indicated a list of traffic calming measure recommendation considerations at select locations.

On April 16, 2019, City Council adopted Resolution No. 2019-44 approving the project proposed to be eligible to receive funding from Road Maintenance and Rehabilitation Account (RMRA). One of the projects authorized by City Council was the Citywide Radar Speed Feedback Sign Installations project at the locations shown below:

1. D Avenue between 24 th Street and 30th Street
2. Harbison Avenue between Division Street and 4th Street
3. Plaza Bonita Center Way between Valley Road and Sweetwater Road
4. Valley Road between Sweetwater Road and Calle Abajo
5. Valley Road between Plaza Bonita Center Way to San Miguel Court
6. Cleveland Avenue between Bay Marina Drive to Civic Center Drive

Through FY22 appropriations, funding is now available for implementation of this project. See attached picture of proposed speed feedback signs.

Therefore, staff recommends entering into an Agreement with Fortel Traffic, Inc. for a not-to-exceed amount of $\$ 199,802.25$ to provide and install new solar speed feedback signs with flashing beacons at the locations listed above.

Project is estimated to be completed by December 2022.


# AGREEMENT BY AND BETWEEN <br> THE CITY OF NATIONAL CITY <br> AND <br> FORTEL TRAFFIC, INC. 

THIS AGREEMENT is entered into on this $19^{\text {th }}$ day of April, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and FORTEL TRAFFIC, INC., a California corporation (the "CONTRACTOR").

## RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide traffic safety products, installations, and maintenance of equipment manufactured for safety, data collection, and programming.

WHEREAS, the CTTY has determined that the CONTRACTOR is a traffic safety manufacturer and maintenance company and is qualified by experience and ability to perform the services desired by the CTTY, and the CONTRACTOR is willing to perform such services.

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

1. ENGAGEMENT OF CONTRACTOR . The CITY agrees to engage the CONTRACTOR to provide provide traffic safety produots, installations, and maintenance and. the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.
2. EFFECTIVE DATE AND LENGTH OF AGREEMENT. This Agreement will become effective on April 19, 2022. The duration of this Agreement is for the period of April 19, 2022 through December 31, 2022. Any non-compensation extension of this Agreement must be approved in writing by the City Manager.
3. SCOPE OF SERYICES. The CONTRACTOR will provide services as set forth in the attached Exhibit "A."

The CONTRACTOR 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 CONTRACTOR shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CTTY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR 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.

## EXPLANATION

Per the $2016 / 2017$ National City Citywide Engineering and Traffic Survey Study, several roadway segments citywide were found to require an increase in speed limit or were recommended a speed limit that was not consistent with the adjacent segments. The results of this traffic study indicated a list of traffic calming measure recommendation considerations at select locations.

On April 16, 2019, City Council adopted Resolution No. 2019-44 approving the project proposed to be eligible to receive funding from Road Maintenance and Rehabilitation Account (RMRA). One of the projects authorized by City Council was the Citywide Radar Speed Feedback Sign Installations project at the locations shown below:

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Through FY22 appropriations, funding is now available for implementation of this project.
Therefore, staff tecommends entering into an Agreement with Fortel Traffic, Inc. for a not-to-exceed amount of $\$ 199,802.25$ to provide and install new solar speed feedback signs with flashing beacons at the locations listed above.


#### Abstract

4. RRODECT COORONARION AND SURERVISION. Dinetor of Public

Works/City Engineet hereby is designated as the Project Coordinator for the Cfy yand will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Emery Dyer, President, thereby is designated as the Project Director for the CONTRACTOR. 5. COMPENSATION AND PAYMENT. The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed $\$ 199,802.25$. The compensation for the CONTRACTOR's work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as deternined by the CITY.

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


6. ACCEPTABLITX 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 CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR 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 CONTRACTOR.
7. DISPOSITION AND OWNERSHIP OF DOCUMENTS The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR 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 CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all witten 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 CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR's written work product for the CITY's purposes, and the CONTRACTOR expressly waives and
diselains 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 CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 , but only with respect to the effect of the modification or reuse by the CITX, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.
8. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another, Neither the CONTRACTOR nor the CONTRACTOR's eniployees 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 CONTRACTOR and the CONTRACTOR'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 CONTRACTOR and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from entoploying or hiring as many employees, or SUBCONTRACTOR, as the CONTRACTOR nay deem necessary for the proper and efficient performance of this Agreement All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.
9. CONTROL. Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agrement. The CONTRACTOR, or the CONTRACTOR's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONTRACTOR and its agents, servants, and employees are wholly independent from the CITY and CONTRACTOR's obligations to the CITY are solely prescribed by this Agreement.
10. COMPLIANCE WITH APPLICABLE LAW. The CONTRACTOR, 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 CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a curent City of National City business license prior to and during performance of any work pursuant to this Ageement.
11. LICENSES, RERMITS, ETC. The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications; and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR must promptly produce a copy of any such license, permit, or approval to CTT Y upon request. The CONTRACTOR represents and covenants that the CONTRACTOR 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 CONTRACTOR to praclice its profession.
12. STANDARD OF CARE.
A. The CONTRACTOR , in performing any services under this Agreement, $, \quad, \quad, \quad$. shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR's trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of hatm 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 CONTRACTOR warrants to the CTTY 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 CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.
C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CTTY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CTTY are reasonably comnercially available Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CTTY'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 nol specified, then within a commercially reasonable time.
13. NON-DISCRIMINATION RROVISIONS. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national onigin, physical handicap, or medieal eondition The CONTRACTOR will take positive action to mstre that applicants are employed withoutregard to thelr age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall noclude but not be limited to the following employment, upgrading, denotion, transfer, tecuitment or recruitment advertising, tayoff or terinination, tates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agres to post in conspicuous places available to employees and applicants for enployment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
14. CONGDENILAL INFORMATION. The CITY may from time to time conmunicate to the CONTRACTOR certain confidential information to enable the CONIRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shal treat all such information as confidential and shall not disclose any part thereof without the prior witten consent of the CITY. The CONTR ACTOR 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 infornation; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACIOR without any obligation of confidentiality; or (iv) has been or is hereafter rightitully disclosed to the CONTRACTOR by a
thitd party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.
15. INDEMNIFICATION AND HOLD HARMLESS. To the maximum extent provided by law, The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and yolunteers against and from any and all liability, loss, damages to property, injuites 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 CONTRACTOR's perfomance or other obligations under this Agreenent; provided, however, that this indemification and fold 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 aetion, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attotney.

The indeminty, defense, and hold harniess obligations contaned herein shall survive the temination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

## 16. EMRLOYEE PAYMENTS AND INDEMNIIICATION.

161 PERS Eligibility Indennification. If CONTRACTOR's employee(s) providing services under this Agreement clains, or s determined by a court of competent juisdiction or the California Public Enployees Retirement System (PERS) to be eligible for enrollinent in PERS of the CIT Y, CONTRACTOR shallindennify, defend, and hold farmless CITY for the payment of any enployer and employee contibutions cor 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 sorvice 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 eaployer contributions paid by CIY for PERS benefits; or (5) be entited to any other PERS-related bencfit that would accrue to a CIT Employee CONIRACTOR e enployees hereby vaive any clains to bencfits or compensation described in this Seclion, 16 , This Section 16 aplies to CONRLRACTOR notwithstanding any other agency, state or federal policy, uule, regulation, law or ordinanee to the contrary.
16.2 Limitation of CIT L Liability The payment made to CONTRACTOR under this Agreement shall be the fuil and complete compensation to which CONTRACTOR and CONTRACTOR S officers, employees, agents, and SUBCONTRACTORS are entitled for
 's officers, employees, agents, and SUBCONTRACTOR s are entitled to any salay or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.
16.3 Indemnification for Employee Payments. CONTRACTOR agiees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.
17. WORKERS COMPENSATION. The CONTRACTOR 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 indeminify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgnents of every nature and description, including reasonable attorney's fees and defense costs presented, brought of recovered against the CITX or ts officers, employees, or volutiteers, for or on account of any liability under any of sald acts wheh nay be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.
18. INSURANCE. The CONTRACTOR, at its sole cost and expense, shall purchase and mantan, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:
A. V. If checked, Professional Liability lisurance (errors and omissions) with minimum linits 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 covcrage of $\$ 1,000,000$ combined single linit per accident, Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall hathe the CITY and its officers, agents, employees, and volunteers as additional insureds, and aseparate additional insuired endorsenent shall be provided.
C. Commercial General Liability Insurance, with mininum linits of either $\$ 2,000,000$ per occurrence and $\$ 4,000,000$ aggregale, or $\$ 1,000,000$ pel occurreace and $\$ 2,000,000$ aggregate with a $\$ 2,000,000$ umbiella policy, covering all bodily inury and property damage arising out of its perations, work, or performance under this A greement. The policy shall name the CIT Y and its offices, agents, enployees, and volunteers as additionial insureds, and a separate additional insured endorsenent shall be provided. The general aggegate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specifictly on an endorsement that shall be incorporated into the policy.
D. Workers' Compensation Insurance in an amount sufficient to meet statulory requirements coverng all of CONTRACTOR's employees and employers' liability insurance with limits of at least $\$ 1,000,000$ per accident. In addition, the poliey shall be endorsed
with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided priot to commencement of work under this Agreement.

If CONTRACTOR has nio employees subject to the California Woikers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.
E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policics held by the CrTY shall not contribute to any loss under said insurance. Said policies shall provide for thity (30) days prior Written notice to the CITY's Risk Manage, at the address listed in subsection G below, of cancellation or material change.
F. If required insurance coverage is provided on a claims nade" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of his 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 witten with only insurers authoized to conduct business In Califonia that hold a current policy holders alphabetic and financial size category ating of not less than AVII according to the current Best's Key Rating Gulde, or a company of equal financial stability that is approved by the CTTY's Risk Manage, In the event coverage is provided by nonadmitted "suplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers (LASL') and otherwise neet rating yequirenents.
$\square \mathrm{L}, \quad$ bis Agreenent shall not take effectuntil ceitilicate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and appraved by the CIT:SREK Manage If the CONTRACTOR does not treep ailnsurance policies required by this Scction 18 in full force and effec at all times during the term of this A greenent, the CITY may treat he fallue to maintain the requisite insurance Es a breach of this Ageenent and terminate the Agreenent as provided herein.

J, All deductibles and self-insured retentions in excess of $\$ 10,000$ must be disclosed 10 and approved by the CIT CIT reserves the ight to nodify the Insurance tequirements of this Section 18, including linits, based on the nature of the risk, prior experience, insurer, coyerage, or other special circumstances.
K. If the CONIRACTOR meintains broader coverage oo higher linits (or both) than the minimum linits shown above, the CTTY shal be entited to the broader coverage or higher limits (o both) manitiined by the CONTRACTOR Any avallable insurance proceeds in excess of the specified minimum linits of Insurance and coverage shall be available to the GITY.
1.. LEGAL ITES, If any party brings a suit or action aganst the other party arising from any breach of any of the covenants or agrements or any inaccuracies in any of the representations and waranties on the part of the other party aising out of this Agrement, then in that cvent, 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 othe party-all costs and expenses of suit, tricluding 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 CITX shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.
20. TERMINATION.
A. This 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 CONTRACTOR . During said 60 -day period the CONTRACTOR 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 CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the fallute to perform services as directed by the CITY.
C. Termination with or without cause shall be effected by delivery of witlen Notice of Termination to the CONTRACTOR as provided for herein.
D. In the event of termination, all finished of unfinished Memorandi Reports, Maps, Drawings, Plans, Specifications and other decuments prepared by the CONTRACTOR; Whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shali 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 anounts payable hereunder, and less any danages caused the CITY by the CONTRACTOR's breach, if any Thereafte, ownership of said written

E. The CITY further reserves the tight to immediately terminate this Agreement upon, (1) the filing of a petition in bankruptcy affecting the CONTRACTOR, (2) a rorganzation of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.
21. NOTICES. Al notices or other communications reduired or permitted hereander shall be in writing, and shall be personally delivered; or serit by averright mail (Fedeal Express or the like), or sent by registered or cetified mail, postage prepaid, return receipt requested, or sent by ordinary mail, postage prepaid, or telegraphed or cabled, of deligered or set by telex, tclecopy, facsimile of fax, and shall be deemed received upon the eallier of () if personally delivered, he date of delivery to the address of the person to receive such notice, (i) if sent by overnigh mail, the business day following its deposit in such overnight nail faclity, (ii) if mailed by egistered, cortified or ordinaty mail, five ( 5 ) days (ten $(10)$ days if the addiess is outside the State of Califorita) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by Hie United States Postal Service, (v) if given by telegraph or cable, When delivered to the telegraph company with charges prepaid, or ( $y$ ) If glven by telex, telecopy, facsimile or fax, when sent. Any notice, equest, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:
Dircctor of Public Works/City Engineer
Engineering \& Public Works
City of National City
1243 National City Boulevard
National City, CA 91950-4397
To CONTRACTOR :
Emery Dyer
President
Fortel Traffic, Inc.
5310 E. Hunter Ave.
Anaheim, CA 92807
Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other tefusal to accept or the inability to deliver because of changed address of which no notice was given shal be deened 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-cight (48) hours by letter malled or delivered as specified in this Section.
22. CONFLICT OF INTEREST AND ROLILCAL RENORM ACT OBLIGATLONS Düng the term of his Agreenent, the CONTRACTOR Shall not peform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City, The CONTRACTOR also arres not to speoify any product, treatnent, process or materal for the project in which the CONTRACTOR has a materil financial interest, either direct or hidiect, without first hotifing the CTY of that fact Ghe CONTRACTOR shall at al times comply with the tems of the political Reform. Act and the National City Conlict of Interest Code. The CONTRACTOR shall inmediately disqualify isel and shall not use its official position to influence in any way any mater conitg before the CITY in which the CONTRACTOR has a financial interest as detined In Government Code Section 87103, The CONTRACTOR represents that it has no knowledge of any financial niterests that would require it to disqualify itself from any natter on which it might perform services for the CITY
V. If checked, the CONTRAOTOR shall comply with all of the reporting requirenents of the Political Reform Aet and the National Cily Confict of Interest Code. Specifically, the CONTRACTOR Shall file a Statement of Econonio literests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shat obtan from the City Clerk.

The CONTRACTOR Shall be stictly liable to the CIY To Ill danages, costs or expenses the CIT Y nay suffer by virtue of any violation of this Sectien 22 by the CONTRACTOR
23. PREVAILNG WAGES. State pieyailing vage rates may apply to work performed under this A greenent. State prevalling wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections $1720,1720.21720 .3$, 1720.4 , and 1771, CONTRACTOR is solely tesponsible to determitie if State prevailing wage
rates apply and, if applicable, pay such rates in aceordance with all laws ordinances, rules, and regulations.

## 24. ADMINISTRATIVE PROVISIONS.

A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
B. Cointerparts. 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 Agrement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
G. Assignment \& Assimiption of Rights. CONTRACTOR shall not assign this Agreenent, in whole or in part, to any other party without first obtaining the written consent of CITY.
$\mathrm{H}_{\mathrm{H}}$ Waver. The waver 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 Califomia. The venue for any legal action arising under this Agreement shall be th either state or federal court in the County of San Diego, State of Califonia.
J. Audit. If this Agreement exceeds ten-thousand dollars $(\$ 10,000)$, the parties shall be subject to the exanination 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 subjoct 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 paity hereto shall be of any effect unless it is in writing and executed by the party to bo bound thereby.
L. . Successois 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 Subcontractors. The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed
by the ely Ynwiting in the event any portion of the wo r under this Agreenentis subcontracted the subCONTRACTOR(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.
$\mathrm{N}_{2}$ 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 shat not apply in the interpretation of this Agreement, or any portions hereof or any amendments hereto.

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

## CITY OF NATIONAL CITY

By:
Alejandra Sotelo-Solis, Mayor

## APPROVED AS TO FORM:

By:
Charles E Bell T.
City Attorney
By:


EXHIBITT A
Quote

| Date | Quote \# |
| :---: | :---: |
| $1 / 31 / 2022$ | 10523 |


| Ship To |  |
| :--- | :--- |
| City of National City |  |
| 1243 National City Blvd. |  |
| National City, CA 91950 |  |
| Project | 10523 VC (12) 013122 |


\$310 E. Hunter Avenue, Anaheim, CA 92807 +1 (714) 701-9800 +1 (714) 693-8627 (Fax)


| Date | Quote\# |
| :---: | :---: |
| $1 / 31 / 2022$ | 10523 |


| Customer Name |
| :--- |
| City of National City |
| 1243 National City Blvd. |
| National City, CA 91950 |
|  |
|  |


| Ship To |  |
| :--- | :--- |
| City of National City <br> 1243 National City Blvd. <br> National City, CA 91950 |  |
| Project | 10523 VC (12) 013122 |



## RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FORTEL TRAFFIC, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$199,802.25 TO PROVIDE AND INSTALL SOLAR SPEED FEEDBACK SIGNS WITH FLASHING BEACONS

WHEREAS, on April 16, 2019, City Council adopted Resolution No. 2019-44 approving proposed projects to be eligible to receive funding from Road Maintenance and Rehabilitation Account (RMRA); and

WHEREAS, one of the projects authorized by the City Council was the Citywide Radar Speed Feedback Sign Installations project at the locations shown below:

1. D Avenue between 24th Street and 30th Street
2. Harbison Avenue between Division Street and 4th Street
3. Plaza Bonita Center Way between Valley Road and Sweetwater Road
4. Valley Road between Sweetwater Road and Calle Abajo
5. Valley Road between Plaza Bonita Center Way to San Miguel Court
6. Cleveland Avenue between Bay Marina Drive to Civic Center Drive

WHEREAS, with Fiscal Year 2022 appropriations, funding is now available for implementation of this project; and

WHEREAS, City staff recommends City Council authorize the Mayor to enter into an agreement with Fortel Traffic, Inc. for a not-to-exceed amount of \$199,802.25 to provide and install new solar speed feedback signs with flashing beacons at the locations listed above.

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

Section 1: Approves and authorizes the Mayor to execute an agreement with Fortel Traffic, Inc. for a not-to-exceed amount of \$199,802.25 to provide and install solar speed feedback signs with flashing beacons at the following locations:

1. D Avenue between 24th Street and 30th Street
2. Harbison Avenue between Division Street and 4th Street
3. Plaza Bonita Center Way between Valley Road and Sweetwater Road

Resolution No. 2022 -
Page Two
4. Valley Road between Sweetwater Road and Calle Abajo
5. Valley Road between Plaza Bonita Center Way to San Miguel Court
6. Cleveland Avenue between Bay Marina Drive to Civic Center Drive

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 19th day of April, 2022.

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, California authorizing the extension of red curb "No Parking" for the bus stop located north of E. 4th Street and east of Laurel Avenue in order to enhance safety and provide the required space for the bus stop (TSC No. 2022-01). (Engineering/Public Works)
Please scroll down to view the backup material.

## ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the extension of red curb "No Parking" for the bus stop located north of E. 4th Street and east of Laurel Avenue in order to enhance safety and provide the required space for the bus stop (TSC No. 2022-01).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil C.H.
PHONE: 619-336-4388
EXPLANATION:
See attached.

APPROVED:
APPROVED:
$\qquad$ Finance
ACCOUNT NO. N/A |


## ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA).
ORDINANCE: INTRODUCTION: $\square$ FINAL ADOPTION: $\square$

## STAFF RECOMMENDATION:

Adopt Resolution authorizing the extension of the red curb "No Parking" on the north side of E. $4^{\text {th }}$ Street, east of Laurel Avenue.

## BOARD / COMMISSION RECOMMENDATION:

At their meeting on March 9, 2022, the Traffic Safety Committee approved staff's recommendation to extend the red curb "No Parking" on the north side of E. $4^{\text {th }}$ Street, east of Laurel Avenue.

## ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on March 9, 2022 (TSC No. 2022-01)
3. Resolution

## EXPLANATION

The Metropolitan Transit System (MTS) has requested the City to extend the red curb for the bus stop located on the north side of E. $4^{\text {th }}$ Street, east of Laurel Avenue in order to enhance safety and provide the required space for the bus stop.

Staff performed a site evaluation. E. $4^{\text {th }}$ Street, by Laurel Avenue, is currently a 2 -lane roadway with parallel parking on both sides of the street. The posted speed limit on E. $4^{\text {th }}$ Street is 30 mph . There is 18 feet of existing red curb "No Parking" on the north side of E. $4^{\text {th }}$ Street, east of Laurel Avenue due to an existing fire hydrant. Staff also observed that there is approximately 30 feet of unrestricted parking space between the fire hydrant and the existing driveway adjacent to $1307 \mathrm{E} .4^{\text {th }}$ Street.

MTS requires a minimum space of clearance for the bus stop in order to pull in and out safely and with the proper space. Therefore, staff is proposing to extend 30 feet of red curb "No Parking" in order to provide the proper clearance, given the existing red curb due to the fire hydrant and the existing driveway. The extension of the red curb "No Parking" would provide enough space to accommodate the bus stop.

This itern was presented to the Traffic Safety Committee via Zoom platform on March 9, 2022. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions.

Staff presented the results of the site evaluation to the Traffic Safety Committee. A resident from an adjacent property spoke in opposition of the item due to loss of parking. MTS staff was present and explained the safety concern issue when picking-up and dropping-off passenger at the bus stop. After discussion, the Traffic Safety Committee voted to approve staff's recommendation to extend the red curb "No Parking" on the north side of $\mathrm{E} .4^{\text {th }}$ Street, east of Laurel Avenue, to enhance safety and provide the required space for the bus stop.

If approved by City Council, all work will be performed by MTS.
Location Map with Recommended Enhancements (TSC Item: 2022-01)


# TTEM NO. 2022-01 

# ITEM TITLE: REQUEST TO EXTEND RED CURB FOR THE BUS STOP LOCATED NORTH OF E. 4TH STREET AND EAST OF LAUREL AVENUE IN ORDER TO ENHANCE SAFETY AND PROVIDE THE REQUIRED SPACE FOR THE BUS STOP 

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil Engineering \& Public Works Department

## DISCUSSION:

The Metropolitan Transit System (MTS) has requested the City to extend the red curb for the bus stop located on the north side of E. $4^{\text {th }}$ Street, east of Laurel Avenue in order to enhance safety and provide the required space for the bus stop.

Staff performed a site evaluation. E. $4^{\text {th }}$ Street, by Laurel Avenue, is currently a 2 -lane roadway with parallel parking on both sides of the street. The posted speed limit on E. $4^{\text {th }}$ Street is 30 mph . There is 18 feet of existing red curb "No Parking" on the north side of $E .4^{\text {th }}$ Street, east of Laurel Avenue due to an existing fire hydrant. Staff also observed that there is approximately 30 feet of unrestricted parking space between the fire hydrant and the existing driveway adjacent to $1307 \mathrm{E} .4^{\text {th }}$ Street.

MTS requires a minimum of 80 feet of clearance for the bus stop in order to pull in and out safely and with the proper space. Therefore, staff is proposing to extend 30 feet of red curb "No Parking" in order to provide the proper clearance, given the existing red curb due to the fire hydrant and the existing driveway. The extension of the red curb "No Parking" would provide enough space to accommodate the bus stop.

If the red curb "No Parking" extension for the bus stop is approved, the red curb will be installed by MTS.

## STAFF RECOMMENDATION:

Staff recommends to extend the red curb "No Parking" by 30 feet for the bus stop located on the north side of E. $4^{\text {th }}$ Street and east of Laurel Avenue in order to enhance safety and provide the required space for the bus stop. This will result in the loss of one (1) on-street parallel parking space.

## EXHIBITS:

1. Public request
2. Public notice
3. Location Map
4. Photos

## PUBLIC REQUEST FORM

## Contact Information

## Name: Metropolitan Transit System

Address: $\qquad$
Phone: $\qquad$ Email: $\qquad$

## Request Information

Location: $\frac{\text { Bus stop on E. 4th Street, east of Laurel Ave }}{\text { Request: } \frac{\text { Extend red curb in order for bus to have enough space }}{\text { to pull safely in and out of the stop }}}$.

Bus stop on E. 4th Street, east of Laurel Ave
Extend red curb in order for bus to have enough space to pull safely in and out of the stop

Attachments: $\square$ Yes $\square$ No Description: $\qquad$

Internal Use Only:

Request Received By: $\qquad$ Date: $\qquad$
Received via: $\square$ Counter/In-Person $\square$ Telephone $\square$ Email $\square$ Fax $\square$ Referral: $\qquad$
Assigned To: $\qquad$
Notes: $\qquad$

March 2, 2022

Resident/Property Owner
Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2022-01
REQUEST TO EXTEND RED CURB FOR THE BUS STOP LOCATED NORTH OF E. $4^{\text {TH }}$ STREET AND EAST OF LAUREL AVENUE IN ORDER TO ENHANCE SAFETY AND PROVIDE THE REQUIRED SPACE FOR THE BUS STOP.

## Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for Wednesday, March 9, 2022, at 1:00 P.M. via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer
https://us06web.zoom.us/j87307030868?pwd=eVIHRIZJNmJRczd6eW80anQ2WHRwUT09
Join Zoom Meeting by phone
+1 720-707-2699
Meeting ID: 87307030868
Passcode: 559186
If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2022-01.

Sincerely,


Roberto Yano, P.E.
City Engineer/Director of Public Works
RY:ch
Enclosure: Location Map
2022-01

> 1243 National City Boulevard, National City, CA 91950-6530
> (619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov
Location Map with Recommended Enhancements (TSC Item: 2022-01)



Request to extend red curb "No Parking" for bus stop on E. $4^{\text {th }}$ Street (looking west)


Request to extend red curb "No Parking" for bus stop on E. 4 ${ }^{\text {th }}$ Street (looking north)

RESOLUTION NO. 2022-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING EXTENDING THE RED CURB "NO PARKING" FOR THE BUS STOP LOCATED NORTH OF EAST 4TH STREET AND EAST OF LAUREL AVENUE TO ENHANCE SAFETY AND PROVIDE THE REQUIRED SPACE FOR THE BUS STOP (TSC NO. 2022-01)

WHEREAS, the Metropolitan Transit System ("MTS") has requested the City of National City ("City") to extend the red curb for the bus stop located on the north side of East $4^{\text {th }}$ Street and east of Laurel Avenue to enhance safety and provide the required space for the bus stop; and

WHEREAS, MTS requires a minimum space of clearance for the bus stop to pull in and out safely; and

WHEREAS, City staff performed a site evaluation of East $4^{\text {th }}$ Street and Laurel Avenue, confirming there is currently a 2-lane roadway with parallel parking on both sides of the street with a posted speed limit on East $4^{\text {th }}$ Street of thirty (30) mph ; and

WHEREAS, City staff also confirmed there are eighteen (18) feet of existing red curb "No Parking" on the north side of East $4^{\text {th }}$ Street and east of Laurel Avenue due to an existing fire hydrant; and

WHEREAS, City staff also observed that there are approximately thirty (30) feet of unrestricted parking space between the fire hydrant and the existing driveway adjacent to 1307 East $4^{\text {th }}$ Street; and

WHEREAS, City staff recommends the City extend the red curb "No Parking" on the north side of East 4th Street and East of Laurel Avenue by thirty (30) feet to provide the minimum space clearance; and

WHEREAS, on March 9, the City's Traffic Safety Committee voted to approve the City staff's recommendation to extend the red curb "No Parking" on the north side of East $4^{\text {th }}$ Street, east of Laurel Avenue, to enhance safety and provide the required space for the bus stop; and

WHEREAS, City staff requests City Council authorize extending the red curb "No Parking" on the north side of East $4^{\text {th }}$ Street, east of Laurel Avenue, an additional thirty (30) feet to enhance safety and provide the required space for the bus stop.

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

Section 1: Authorizes extending the red curb "No Parking" on the north side of East 4th Street, east of Laurel Avenue, an additional thirty (30) feet to enhance safety and provide the required space for the bus stop(TSC No. 2022-01)

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

PASSED and ADOPTED this 19th day of April, 2022.

## ATTEST:

Alejandra Sotelo-Solis, Mayor

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, California authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 39 E. 5th Street (TSC No. 2022-03). (Engineering/Public Works)
Please scroll down to view the backup material.

MEETING DATE: April 19, 2022
AGENDA ITEM NO.

## ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at $39 \mathrm{E} .5^{\text {th }}$ Street (TSC No. 2022-03).


FINANCIAL STATEMENT:
account no.
N/A

APPROVED:
APPROVED:
$\qquad$ Finance
$\qquad$ MIS

## ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA).
ORDINANCE: INTRODUCTION: $\square$ FINAL ADOPTION: $\square$
STAFF RECOMMENDATION:
Adopt Resolution authorizing the installation of a blue curb disabled persons parking space in front of the residence located on 39 E. $5^{\text {th }}$ Street.

## BOARD / COMMISSION RECOMMENDATION:

At their meeting on March 9, 2022, the Traffic Safety Committee approved staff's recommendation to install a disabled persons parking space in front of the residence located on $39 \mathrm{E} .5^{\text {th }}$ Street.

## ATTACHMENTS:

1. Explanation w/ Exhibits $A$ and $B$
2. Staff Report to the Traffic Safety Committee on March 9, 2022 (TSC No. 2022-03)
3. Resolution

## EXPLANATION

The resident of $39 \mathrm{E} .5^{\text {th }}$ Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for him to find parking in front of his residence due to the high demand of parking in the area and that a disabled persons parking space in front of his residence would provide easier access to the house.

Staff visited the site and observed that the resident's residence has a driveway entrance and no garage. With his permission and supervision, staff measured the driveway. The driveway is 60 feet long by 10 feet wide with negligible slope. The minimum dimensions for a driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "diṣabled veterans". This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

This item was presented to the Traffic Safety Committee on March 9, 2022. Staff sent notices to area residents inviting them to Zoom-in or call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions.

Staff presented the results of the site evaluation to the Traffic Safety Committee and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant for this request was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Staff is working on a parking implementation plan that will make recommendations to modify Title 11 of the National City Municipal Code to manage future blue curb requests as the City is receiving an increase in the amount of requests for blue curb disabled persons parking spaces. Please see attached Exhibit "B" for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

If approved by City Council, all work will be performed by City Public Works.



# NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR MARCH 9, 2022 <br> HEMNO. 2022-03 

## ITEM TITLE:

REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 39 E. $5^{\text {TH }}$ STREET

## PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

 Engineering \& Public Works Department
## DISCUSSION:

The resident of $39 \mathrm{E} .5^{\text {th }}$ Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. The resident stated that it is difficult for him to find parking in front of his residence due to the high demand of parking in the area and that a disabled persons parking space in front of his residence would provide easier access to the house.

Staff visited the site and observed that the resident's residence has a driveway entrance and no garage. With his permission and supervision, staff measured the driveway. The driveway is 60 feet long by 10 feet wide with negligible slope. The minimum dimensions for a driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. This condition is not met since the dimensions of the driveway do not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". This condition is met.
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. This condition is met.
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. This condition is met.

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

Staff is working on a parking implementation plan that will make recommendations to modify Title 11 of the National City Municipal Code to manage future blue curb requests as the City is receiving an increase in the amount of requests for blue curb disabled persons parking
spaces. Please see attached exhibit for the location of existing blue curb disabled persons parking spaces within a 4-block radius from the proposed location for this request.

## STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at $39 \mathrm{E} .5^{\text {th }}$ Street.

## EXHIBITS:

1. Public Request Form
2. Public Notice
3. Location Map
4. Location Map showing existing blue curb parking spaces in the area
5. Photos
6. City Council Disabled Persons Parking Policy

## Request for Blue Curb Disabled Persons Parking Space

Name of Applicant:
Name of Disabled Person (if different from above):
Address: 39 E. 5th Street
Email: $\qquad$ Phone Number:

Please answer the following questions, which will assist Engineering Department Staff, the 'Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1: Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?

## WYES <br> $\square$ NO

If YES, please include a copy of the placard, which contains name, address, placard number, and expiration date along with this request form.
2. Does your residence have a garage?

## DYES UNO

If answered YES, is the garage large enough to park a vehicle (minimum of $20^{\prime} \times 12^{\prime}$ )?
[JYES
NO
3. Does your residence have a driveway?

HYES
[1NO
If answered YES, please refer to the following questions:
a. Is the driveway large enough to park a velicle (minimum of $20^{\prime} \times 12^{\prime}$ )?

GYES $\square N O$
b. Is the driveway level?

YES
NO
c. Is the driveway sloped/inclined? IVYES [INO

Additional comnnents $\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

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

March 2, 2022

## Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2022-03
REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 39 E. $5^{\text {TH }}$ STREET.

Dear Sir/Madame:
The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for Wednesday, March 9, 2022, at 1:00 P.M. via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer
https://us06web.zoom.us/j/87307030868?pwd=eVIHRIZJNmJRczd6eW80anQ2WHRwUT09
Join Zoom Meeting by phone
+1 720-707-2699
Meeting ID: 87307030868
Passcode: 559186
If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2022-03.

Sincerely,


Roberto Yano, P.E.
City Engineer/Director of Public Works
RY:ch
Enclosure: Location Map
2022-03

> 1243 National City Boulevard, National City, CA 91950-6530
> (619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov
Location Map with Recommended Enhancements (TSC Item: 2022-03)



Location of proposed blue curb disabled persons parking space in front of $39 \mathrm{E} .5^{\text {th }}$ Street (looking north)


Location of proposed blue curb disabled persons parking space in front of $39 \mathrm{E} .5^{\text {th }}$ Street (looking west)

## DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75 -bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no offstreet parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.
12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

## General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to $3 \%$ of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available onstreet parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

## Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-jof-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:
(1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
(2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.
(3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE:It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2022 -
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING INSTALLING A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE LOCATED AT 39 EAST $5{ }^{\text {TH }}$ STREET (TSC NO. 2022-03)

WHEREAS, a resident of 39 East $5^{\text {th }}$ Street possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles and requests the City of National City ("City") install a blue curb disabled persons parking space in front of the residence; and

WHEREAS, after conducting an inspection and review, City staff determined that all conditions have been met for the property to qualify for a blue curb disabled persons parking space in front of the home; and

WHEREAS, on March 9, 2022, the City's Traffic Safety Committee voted to approve installing a blue curb disabled persons parking space with signage in front of the residence located at 39 East $5^{\text {th }}$ Street; and

WHEREAS, City staff requests City Council authorize installing a blue curb disabled persons parking space with a sign in front of the residence located at 39 East $5^{\text {th }}$ Street.

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

Section 1: The City Council hereby authorizes installing a blue curb disabled persons parking space with a sign in front of the residence located at 39 East $5^{\text {th }}$ Street (TSC No. 2022-03).

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 19th day of April 2022.

## ATTEST:

Alejandra Sotelo-Solis, Mayor

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: Investment transactions for the month ended February 28, 2022. (Finance) Please scroll down to view the backup material.

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT 

## MEETING DATE: April 19, 2022

AGENDA ITEM NO.:

## ITEM TITLE:

Investment transactions for the month ended February 28, 2022.

## PREPARED BY: Ron Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance APPROVED BY: Molugbom-
$\qquad$

## EXPLANATION:

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

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending February 28, 2022.

## FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: $\qquad$


APPROVED: $\qquad$ FINANCE MIS

## ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION $\square$ FINAL ADOPTION $\square$

## STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended February 28, 2022.

BOARD / COMMISSION RECOMMENDATION:

NA
ATTACHMENTS:
Investment Transaction Ledger

Transaction Ledger
As of February 28, 2022


Transaction Ledger
As of February 28, 2022

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ACQUISITIONS |  |  |  |  |  |  |  |  |  |  |
| Purchase | 02/15/2022 | $60934 N 807$ | 15,827.63 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 15,827.63 | 0.00 | 15,827.63 | 0.00 |
| Purchase | 02/15/2022 | $60934 N 807$ | 10,386.31 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 10,386.31 | 0.00 | 10,386.31 | 0.00 |
| Purchase | 02/18/2022 | $60934 N 807$ | 77.08 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 77.08 | 0.00 | 77.08 | 0.00 |
| Purchase | 02/22/2022 | $60934 N 807$ | 18.00 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 18.00 | 0.00 | 18.00 | 0.00 |
| Purchase | 02/22/2022 | $60934 N 807$ | 88.00 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 88.00 | 0.00 | 88.00 | 0.00 |
| Purchase | 02/22/2022 | $60934 N 807$ | 4,484.56 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 4,484.56 | 0.00 | 4,484.56 | 0.00 |
| Purchase | 02/23/2022 | 43815BAC4 | 195,000.00 | Honda Auto Receivables Trust 2022-1 <br> A3 <br> 1.88\% Due 5/15/2026 | 99.985 | 1.89\% | 194,970.67 | 0.00 | 194,970.67 | 0.00 |
| Purchase | 02/24/2022 | $60934 N 807$ | 1,125.00 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 1,125.00 | 0.00 | 1,125.00 | 0.00 |
| Purchase | 02/25/2022 | $60934 N 807$ | 132.00 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 132.00 | 0.00 | 132.00 | 0.00 |
| Purchase | 02/25/2022 | $60934 N 807$ | 27.50 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 27.50 | 0.00 | 27.50 | 0.00 |
| Purchase | 02/28/2022 | $60934 N 807$ | 700,000.00 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 700,000.00 | 0.00 | 700,000.00 | 0.00 |
| Purchase | 02/28/2022 | 60934N807 | 13,218.75 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 13,218.75 | 0.00 | 13,218.75 | 0.00 |
| Purchase | 02/28/2022 | 9128282A7 | 200,000.00 | US Treasury Note 1.5\% Due 8/15/2026 | 98.250 | 1.91\% | 196,500.00 | 107.73 | 196,607.73 | 0.00 |
| Purchase | 02/28/2022 | 912828P46 | 675,000.00 | US Treasury Note 1.625\% Due 2/15/2026 | 98.961 | 1.90\% | 667,986.33 | 393.91 | 668,380.24 | 0.00 |
| Subtotal |  |  | 2,016,037.88 |  |  |  | 2,005,494.88 | 501.64 | 2,005,996.52 | 0.00 |
| Security Contribution | 02/28/2022 | 60934N807 | 31,874.48 | Federated Investors Govt Oblig Fund Inst. | 1.000 |  | $31,874.48$ | 0.00 | 31,874.48 | 0.00 |


| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ACQUISITIONS |  |  |  |  |  |  |  |  |  |  |
| Security Contribution | 02/28/2022 | 90SDCP\$00 | 188,000.00 | County of San Diego Pooled Investment Pool | 1.000 |  | 188,000.00 | 0.00 | 188,000.00 | 0.00 |
| Subtotal |  |  | 219,874.48 |  |  |  | 219,874.48 | 0.00 | 219,874.48 | 0.00 |
| Short Sale | 02/28/2022 | $60934 N 807$ | -864,987.97 | Federated Investors Govt Oblig Fund Inst. | 1.000 |  | -864,987.97 | 0.00 | -864,987.97 | 0.00 |
| Subtotal |  |  | -864,987.97 |  |  |  | -864,987.97 | 0.00 | -864,987.97 | 0.00 |
| TOTAL ACQU | TIONS |  | 1,370,924.39 |  |  |  | 1,360,381.39 | 501.64 | 1,360,883.03 | 0.00 |
| DISPOSITIONS |  |  |  |  |  |  |  |  |  |  |
| Closing Purchase | 02/28/2022 | $60934 N 807$ | -864,987.97 | Federated Investors Govt Oblig Fund Inst. | 1.000 |  | -864,987.97 | 0.00 | -864,987.97 | 0.00 |
| Subtotal |  |  | -864,987.97 |  |  |  | -864,987.97 | 0.00 | -864,987.97 | 0.00 |
| Sale | 02/07/2022 | $60934 N 807$ | 125,000.00 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 125,000.00 | 0.00 | 125,000.00 | 0.00 |
| Sale | 02/23/2022 | $60934 N 807$ | 194,970.67 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 194,970.67 | 0.00 | 194,970.67 | 0.00 |
| Sale | 02/28/2022 | $60934 N 807$ | 864,987.97 | Federated Investors Govt Oblig Fund Inst. | 1.000 | 0.03\% | 864,987.97 | 0.00 | 864,987.97 | 0.00 |
| Subtotal |  |  | 1,184,958.64 |  |  |  | 1,184,958.64 | 0.00 | 1,184,958.64 | 0.00 |
| Paydown | 02/15/2022 | 43815NAC8 | 5,637.58 | Honda Auto Receivables Trust 2019-3 A3 <br> 1.78\% Due 8/15/2023 | 100.000 |  | 5,637.58 | 68.99 | 5,706.57 | 0.05 |
| Paydown | 02/15/2022 | 477870AC3 | 8,418.76 | John Deere Owner Trust 2019-B A3 2.21\% Due 12/15/2023 | 100.000 |  | 8,418.76 | 80.62 | 8,499.38 | 1.79 |
| Paydown | 02/15/2022 | 47787NAC3 | 7,684.30 | John Deere Owner Trust 2020-B A3 0.51\% Due 11/15/2024 | 100.000 |  | 7,684.30 | 31.85 | 7,716.15 | 1.17 |
| Paydown | 02/15/2022 | 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 |


| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price $\begin{array}{r}\text { Acq/Disp } \\ \text { Yield }\end{array}$ | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| DISPOSITIONS |  |  |  |  |  |  |  |  |  |
| Paydown | 02/15/2022 | 47789KAC7 | 13,028.54 | John Deere Owner Trust 2020-A A3 1.1\% Due 8/15/2024 | 100.000 | 13,028.54 | 125.53 | 13,154.07 | 0.80 |
| Paydown | 02/15/2022 | 47789QAC4 | 0.00 | John Deere Owner Trust 2021-B A3 0.52\% Due 3/16/2026 | 100.000 | 0.00 | 58.50 | 58.50 | 0.00 |
| Paydown | 02/15/2022 | 58769KAD6 | 0.00 | Mercedes-Benz Auto Lease Trust 2021- <br> B A3 <br> 0.4\% Due 11/15/2024 | 100.000 | 0.00 | 51.67 | 51.67 | 0.00 |
| Paydown | 02/15/2022 | 65479JAD5 | 19,886.26 | Nissan Auto Receivables Owner 2019-C A3 <br> 1.93\% Due 7/15/2024 | 100.000 | 19,886.26 | 343.31 | 20,229.57 | 1.05 |
| Paydown | 02/15/2022 | 89232HAC9 | 15,566.20 | Toyota Auto Receivable Own 2020-A A3 1.66\% Due 5/15/2024 | 100.000 | 15,566.20 | 261.43 | 15,827.63 | -358.75 |
| Paydown | 02/15/2022 | 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 | 02/15/2022 | 89237VAB5 | 10,330.14 | Toyota Auto Receivables Trust 2020-C A3 <br> 0.44\% Due 10/15/2024 | 100.000 | 10,330.14 | 56.17 | 10,386.31 | 0.80 |
| Paydown | 02/15/2022 | 89240BAC2 | 0.00 | Toyota Auto Receivables Owners 2021- <br> A A3 <br> 0.26\% Due 5/15/2025 | 100.000 | 0.00 | 62.83 | 62.83 | 0.00 |
| Paydown | 02/18/2022 | 43813KAC6 | 0.00 | Honda Auto Receivables Trust 2020-3 A3 <br> 0.37\% Due 10/18/2024 | 100.000 | 0.00 | 77.08 | 77.08 | 0.00 |
| Paydown | 02/22/2022 | 43813GAC5 | 0.00 | Honda Auto Receivables Trust 2021-1 A3 <br> 0.27\% Due 4/21/2025 | 100.000 | 0.00 | 18.00 | 18.00 | 0.00 |
| Paydown | 02/22/2022 | 43813RAC1 | 4,408.89 | Honda Auto Receivables 2020-1 A3 1.61\% Due 4/22/2024 | 100.000 | 4,408.89 | 75.67 | 4,484.56 | 0.86 |
| Paydown | 02/22/2022 | 43815GAC3 | 0.00 | Honda Auto Receivables Trust 2021-4 A3 <br> 0.88\% Due 1/21/2026 | 100.000 | 0.00 | 88.00 | 88.00 | 0.00 |
| Paydown | 02/25/2022 | 05601XAC3 | 0.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1\% Due 3/25/2025 | 100.000 | 0.00 | 132.00 | 132.00 | 0.00 |


| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| DISPOSITIONS |  |  |  |  |  |  |  |  |  |  |
| Paydown | 02/25/2022 | 09690AAC7 | 0.00 | BMW Vehicle Lease Trust 2021-2 A3 0.33\% Due 12/26/2024 | 100.000 |  | 0.00 | 27.50 | 27.50 | 0.00 |
| Subtotal |  |  | 84,960.67 |  |  |  | 84,960.67 | 1,622.82 | 86,583.49 | -352.23 |
| Maturity | 02/28/2022 | 912828ZA1 | 700,000.00 | US Treasury Note 1.125\% Due 2/28/2022 | 100.000 |  | 700,000.00 | 0.00 | 700,000.00 | -9,925.78 |
| Subtotal |  |  | 700,000.00 |  |  |  | 700,000.00 | 0.00 | 700,000.00 | -9,925.78 |
| Security <br> Withdrawal | 02/07/2022 | $60934 N 807$ | 2,635.50 | Federated Investors Govt Oblig Fund Inst. | 1.000 |  | 2,635.50 | 0.00 | 2,635.50 | 0.00 |
| Security <br> Withdrawal | 02/28/2022 | $60934 N 807$ | 31,874.48 | Federated Investors Govt Oblig Fund Inst. | 1.000 |  | 31,874.48 | 0.00 | 31,874.48 | 0.00 |
| Subtotal |  |  | 34,509.98 |  |  |  | 34,509.98 | 0.00 | 34,509.98 | 0.00 |
| TOTAL DISPO | IONS |  | 1,139,441.32 |  |  |  | 1,139,441.32 | 1,622.82 | 1,141,064.14 | -10,278.01 |
| OTHER TRANSACTIONS |  |  |  |  |  |  |  |  |  |  |
| Interest | 02/08/2022 | 037833EB2 | 700,000.00 | Apple Inc Callable Note Cont 1/8/2026 0.7\% Due 2/8/2026 | 0.000 |  | 2,450.00 | 0.00 | 2,450.00 | 0.00 |
| Interest | 02/09/2022 | 69371RR40 | 155,000.00 | Paccar Financial Corp Note 0.5\% Due 8/9/2024 | 0.000 |  | 387.50 | 0.00 | 387.50 | 0.00 |
| Interest | 02/12/2022 | 3137EAEPO | 625,000.00 | FHLMC Note <br> 1.5\% Due 2/12/2025 | 0.000 |  | 4,687.50 | 0.00 | 4,687.50 | 0.00 |
| Interest | 02/15/2022 | 9128282A7 | 800,000.00 | US Treasury Note 1.5\% Due 8/15/2026 | 0.000 |  | 6,000.00 | 0.00 | 6,000.00 | 0.00 |
| Interest | 02/15/2022 | 912828P46 | 625,000.00 | US Treasury Note <br> 1.625\% Due 2/15/2026 | 0.000 |  | 5,078.13 | 0.00 | 5,078.13 | 0.00 |
| Interest | 02/15/2022 | 91282CCT6 | 800,000.00 | US Treasury Note 0.375\% Due 8/15/2024 | 0.000 |  | 1,500.00 | 0.00 | 1,500.00 | 0.00 |
| Interest | 02/24/2022 | 3137EAEV7 | 900,000.00 | FHLMC Note 0.25\% Due 8/24/2023 | 0.000 |  | 1,125.00 | 0.00 | 1,125.00 | 0.00 |


| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest <br> Pur/Sold | Total Amount | Gain/Loss |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OTHER TRANSACTIONS |  |  |  |  |  |  |  |  |  |  |
| Interest | 02/28/2022 | 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 | 02/28/2022 | 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 |  |  | 5,980,000.00 |  |  |  | 34,446.88 | 0.00 | 34,446.88 | 0.00 |
| Dividend | 02/02/2022 | $60934 N 807$ | 425,163.82 | Federated Investors Govt Oblig Fund Inst. | 0.000 |  | 7.51 | 0.00 | 7.51 | 0.00 |
| Subtotal |  |  | 425,163.82 |  |  |  | 7.51 | 0.00 | 7.51 | 0.00 |
| TOTAL OTHER TRANSACTIONS |  |  | 6,405,163.82 |  |  |  | 34,454.39 | 0.00 | 34,454.39 | 0.00 |

The following page(s) contain the backup material for Agenda Item: Warrant Register \#36 for the period of $3 / 04 / 22$ through $3 / 10 / 22$ in the amount of $\$ 1,536,644.35$. (Finance) Please scroll down to view the backup material.

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT 

MEETING DATE: April 19, 2022
AGENDA ITEM NO.:

## ITEM TITLE:

Warrant Register \#36 for the period of 3/04/22 through 3/10/22 in the amount of \$1,536,644.35. (Finance)

PREPARED BY: Karla Apalategui, Senior Accountant Assistant
PHONE: 619-336-4572
EXPLANATION:
APPROVED BY: $\qquad$
Per Government Section Code 37208, below are the payments issued for period 3/04/22-3/10/22.
Consistent with Department of Finance's practice, listed below are all payments above $\$ 50,000$.

| Vendor | Check/Wire |  | Amount |  |
| :--- | :--- | :--- | :--- | :--- |
| City of Shula Vista | 357000 |  | Explanation |  |
| Health Net Inc | 357016 |  | $82,557.00$ |  |
| Animal Shelter Fees / PD |  |  |  |  |
|  |  |  | $82,275.16$ | Gro \#R1192A - March 2022 |

FINANCIAL STATEMENT:
ACCOUNT NO.

APPROVED: $\qquad$ FINANCE
APPROVED: $\qquad$ WIS

Warrant total \$1,536,644.35.

## ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.
ORDINANCE: INTRODUCTION $\square$ FINAL ADOPTION $\square$

## STAFF RECOMMENDATION:

Ratify Warrants Totaling \$1,536,644.35.

BOARD / COMMISSION RECOMMENDATION:

## ATTACHMENTS:

Warrant Register \# 36

## WARRANT REGISTER \# 36 3/10/2022

PAYEE<br>SOTELO SOLIS<br>AED BRANDS, LLC<br>AETNA BEHAVIORAL HEALTH<br>AIRGAS USA LLC<br>ALDEMCO<br>ALL FRESH PRODUCTS<br>ALLSTATE SECURITY SERVICES INC<br>ALTA LANGUAGE SERVICES INC<br>BEHAVIOR ANALYSIS TRAINING INC<br>BENNETT BOWEN \& LIGHTHOUSE INC<br>BOOT WORLD<br>BRIKHO<br>CALIFA GROUP<br>CAPPO INC<br>CIRCULATE SAN DIEGO<br>CITY OF CHULA VISTA<br>CORODATA RECORDS<br>COUNTY OF SAN DIEGO<br>COUNTY OF SAN DIEGO<br>COX COMMUNICATIONS<br>DANIELS TIRE SERVICE<br>D-MAX ENGINEERING INC EXPRESS PIPE AND SUPPLY<br>GIL<br>GONZALES<br>GRAINGER<br>H\&E EQUIPMENT SERVICES INC<br>HEALTH NET<br>HEALTH NET<br>HEALTH NET<br>HEALTH NET<br>HEALTH NET INC<br>HEALTH NET INC<br>HEALTH NET INC<br>HEALTH NET INC<br>HOME DEPOT CREDIT SERVICES<br>LEFORT'S SMALL ENGINE REPAIR<br>MAN K9 INC<br>NATIONAL CITY TROPHY<br>NINYO \& MOORE<br>NV5 INC<br>PACIFIC PRODUCTS \& SERVICES<br>PADILLA<br>PALOMAR HEALTH<br>PARTS AUTHORITY METRO LLC<br>PECK<br>PENSKE FORD<br>POLICE AND FIRE PSYCHOLOGY

| DESCRIPTION | CHK NO | DATE |
| :---: | :---: | :---: |
| REIMB / US CONFERENCE OF MAYORS | 356985 | 3/9/22 |
| EL TOYON RECREATION CENTER AED | 356986 | 3/10/22 |
| EMPLOYEE ASSISTANCE PROGRAM - MARCH 2022 | 356987 | 3/10/22 |
| MOP 45714 SAFETY APPAREL - PW | 356988 | 3/10/22 |
| FOOD / NUTRITION CENTER | 356989 | 3/10/22 |
| FOOD / NUTRITION CENTER | 356990 | 3/10/22 |
| SECURITY GUARD / LIBRARY | 356991 | 3/10/22 |
| EMPLOYEE BILINGUAL TESTING | 356992 | 3/10/22 |
| TRAINING INTERVIEW INTERROGATION / PD | 356993 | 3/10/22 |
| MOP 83599 SAFETY APPAREL - PW | 356994 | 3/10/22 |
| MOP 64096 SAFETY APPAREL - PW | 356995 | 3/10/22 |
| DEPOSIT REFUND FOR BOTTLES N MORE | 356996 | 3/10/22 |
| CALIFA / LIBRARY | 356997 | 3/10/22 |
| CAPPO 2022 ANNUAL MBRSHIP / FINANCE | 356998 | 3/10/22 |
| SENIOR SATURDAYS EVENT PROMOTION / CSD | 356999 | 3/10/22 |
| ANIMAL SHELTER FEES / PD | 357000 | 3/10/22 |
| FILE STORAGE - CORODATA | 357001 | 3/10/22 |
| NEXTGEN REGIONAL COMMUNICATIONS SYSTEM | 357002 | 3/10/22 |
| COUNTY OF SAN DIEGO - MAIL POSTAGE | 357003 | 3/10/22 |
| COX DATA VIDEO SERVICES FOR FY22 | 357004 | 3/10/22 |
| TIRES FOR CITY FLEET FOR FY 2022~ | 357005 | 3/10/22 |
| T\&A 90544 - NC UHAUL CIVIC CENTER DRIVE | 357006 | 3/10/22 |
| CITYWIDE PLUMBING PARTS, MATERIALS TOOL | 357007 | 3/10/22 |
| TRAINING TUITION LESS LETHAL INSTRUCTOR / PD | 357008 | 3/10/22 |
| TRAINING ADV SUB SLI 3 / PD | 357009 | 3/10/22 |
| IMPACT WRENCH CORDLESS / PW | 357010 | 3/10/22 |
| HANDLE / PW | 357011 | 3/10/22 |
| GRP \#N7176A - MARCH 2022 | 357012 | 3/10/22 |
| GRP \#N7176F - MARCH 2022 | 357013 | 3/10/22 |
| GRP \#N7177A - MARCH 2022 | 357014 | 3/10/22 |
| GRP \#R1192R - MARCH 2022 | 357015 | 3/10/22 |
| GRP \#R1192A - MARCH 2022 | 357016 | 3/10/22 |
| GRP \#LB439A - MARCH 2022 | 357017 | 3/10/22 |
| GRP \#57135A - MARCH 2022 | 357018 | 3/10/22 |
| GRP \#LB439F - MARCH 2022 | 357019 | 3/10/22 |
| GENERAL SUPPLIES AS NEEDED FOR BUILDING | 357020 | 3/10/22 |
| MOP 80702 GENERAL SUPPLIES - PW | 357021 | 3/10/22 |
| K-9 MAINTENANCE TRAINING | 357022 | 3/10/22 |
| MOP 66556 GENERAL SUPPLIES - PW | 357023 | 3/10/22 |
| T\&A 90552-233 ROOSEVELT AVE - ENG/PW | 357024 | 3/10/22 |
| T\&A 90505 - E 31ST ST APT - ENG/PW | 357025 | 3/10/22 |
| 3/8 ALUMINUM JUMBO / PW | 357026 | 3/10/22 |
| DEPOSIT REFUND FOR 820 MARY COURT T\&A | 357027 | 3/10/22 |
| SEXUAL ABUSE FORENSIC EXAMS / PD | 357028 | 3/10/22 |
| MOP 75943 AUTO SUPPLIES - PW | 357029 | 3/10/22 |
| TRAINING REIM FTO POST | 357030 | 3/10/22 |
| R\&M CITY VEHICLES FY 2022 | 357031 | 3/10/22 |
| PRE-EMPLOYMENT EVALS / PD | 357032 | 3/10/22 |

## AMOUNT

1,121.67
1,704.91 706.92 348.30

3,820.66
504.83

2,363.96
66.00
575.00
142.51
459.95

1,686.74
1,995.00 130.00

7,197.58
105,557.00
268.58

7,145.36
2,068.97
710.74

4,900.60
4,275.72 185.52 339.90 396.68

1,301.37 60.08

1,884.24
1,646.41
1,277.44 857.33

82,275.16
6,160.68
5,158.85
21.43
184.11
93.53

3,959.61
86.78

1,755.92
18,115.00
497.19
986.76

1,900.00
127.25
293.16
838.03
350.00

## WARRANT REGISTER \# 36

3/10/2022

## PAYEE

POWERSTRIDE BATTERY CO INC PRO BUILD COMPANY
PROFESSIONAL SEARCH GROUP LLC
PROFORCE LAW ENFORCEMENT
PRUDENTIAL OVERALL SUPPLY
RED WING BUSINESS
RELIANCE STANDARD REYES
SAN DIEGO MIRAMAR COLLEGE SAN DIEGO POLICE EQUIPMENT SDG\&E
SEAPORT MEAT COMPANY SHARP ELECTRONICS CORPORATION SMART \& FINAL

SOUTHERN CALIF TRUCK STOP SOUTHWEST SIGNAL SERVICE STAPLES BUSINESS ADVANTAGE STEVENS
SWEETWATER AUTHORITY SYSCO SAN DIEGO INC TERMINIX INTERNATIONAL THE LINCOLN NATIONAL LIFE INS TODD PIPE \& SUPPLY LLC TOPECO PRODUCTS TRANS-LANG U S BANK
VALLEY INDUSTRIAL SPECIALTIES VERIZON WIRELESS
WALTERS
WESTFLEX INDUSTRIAL WORLD OIL ENVIRONMENTAL
DESCRIPTION
MOP 67839 AUTO SUPPLIES - PW
MOP 45707 GENERAL SUPPLIES - PW
RECRUITMENT SERVICES
EQUIPMENT SUPPLIES / PD
MOP 45742 LAUNDRY SERVICE - PW
SAFETY BOOTS / STREETS
FEBRUARY 2022 - GRP VAI826233, VCI801146
SENIOR SATURDAY PAINTING CLASS
TRAINING 128TH POLICE ACADEMY
CCI-24445SP, SPEER GOLD DOT . 223 62GR / PD
GAS AND ELECTRIC FOR STREETS FOR FY22
FOOD / NUTRITION CENTER
MAINTENANCE 20 SHARP COPIERS FOR FY22
SENIOR SATURDAYS PLATES AND TRAYS
MOP 45758 GENERAL SERVICE - PW
MARKOUT REPORTS MONTH OF JANUARY 2022
MOP \#45704/OFFICE SUPPLIES/RISK
TRAINING ADV SUB LESS LETHAL INSTRUCTOR
WATER BILL FOR FACILITIES FY 2022
FOOD / NUTRITION CENTER
ON-SITE PEST CONTROL SERVICES / PW
GRP \#415491 - MARCH 2022
CITYWIDE PLUMBING MATERIALS \& PARTS
MOP 63849 AUTO SUPPLIES - PW
TRANSLATION SERVICES - TRANS-LANG
CREDIT CARD EXPENSES / CMO
MOP $46453 ~ G E N E R A L ~ S U P P L I E S ~-~ P W ~$
VERIZON CELLULAR SERVICES FOR FY22
TRAINING ADV SUB SLI 6
MOP $63850 ~ A U T O ~ S U P L I E S ~-~ P W ~$
USED OIL PICK UP / PW

End Date 3/7/2022

CHK NO
357033
357034
357035
357036
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## A/P Total

420,804.64

1,115,839.71
AMOUNT
117.79

1,047.27
12,306.00
9,654.29
445.42
250.00

4,043.04
1,210.00
966.00

13,922.59
37,859.63
571.00

2,636.23
64.77
80.55

17,065.44
306.06
339.90

8,517.14
2,946.38
150.00

8,107.23

2,404.50
3,311.11
93.47

12,382.27
468.00
27.19
95.00

Check Date
3/16/2022

GRAND TOTAL
\$ 1,536,644.35

The following page(s) contain the backup material for Agenda Item: Warrant Register \#37 for the period of $3 / 11 / 22$ through $3 / 17 / 22$ in the amount of $\$ 599,280.12$. (Finance) Please scroll down to view the backup material.

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT 

MEETING DATE: April 19, 2022
AGENDA ITEM NO.:

## ITEM TITLE:

Warrant Register \#37 for the period of 3/11/22 through 3/17/22 in the amount of \$599,280.12. (Finance)

PREPARED BY: Karla Apalategui, Senior Accountant Assistant
PHONE: 619-336-4572
EXPLANATION: APPROVED BY: $\qquad$
Per Government Section Code 37208, below are the payments issued for period 3/11/22-3/17/22. Consistent with Department of Finance's practice, listed below are all payments above $\$ 50,000$.

| Vendor | Check/Wire | Amount | Explanation |
| :---: | :---: | :---: | :---: |
| Chen Ryan Associates Inc | 357102 | 50,942.10 | Bay Shore Bikeway - Eng/PW |
| Geosyntec Consultants Inc | 357115 | 53,100.55 | CNC Police Dept SM Arms Range Vent |

$\qquad$ FINANCE
ACCOUNT NO.
APPROVED: $\qquad$ MIS

Warrant total \$599,280.12.

## ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.
ORDINANCE: INTRODUCTION $\square$ FINAL ADOPTION $\square$

## STAFF RECOMMENDATION:

Ratify Warrants Totaling \$599,280.12.

BOARD / COMMISSION RECOMMENDATION:

## ATTACHMENTS:

Warrant Register \# 37

## WARRANT REGISTER \# 37 3/17/2022

## PAYEE

ACE UNIFORMS \& ACCESSORIES INC
ACME SAFETY \& SUPPLY CORP ARJIS

BASTIDA
COLANTUONO HIGHSMITH
ELIZABETH S HAMMER
FEDEX
FON JON PET CARE CENTER
GOVCONNECTION INC GRAINGER

L C ACTION POLICE SUPPLY
LASER SAVER INC
MAN K9 INC
PEACE OFFICERS RESEARCH
PROFESSIONAL SEARCH GROUP LLC
PROFORCE LAW ENFORCEMENT
RADY CHILDREN'S HOSPITAL SAN DIEGO
REP FITNESS LLC
SAN DIEGO COUNTY
SAN DIEGO POLICE EQUIPMENT
SILVER \& WRIGHT LLP
sTAPLES BUSINESS ADVANTAGE
SYMBOLARTS, LLC
TELECOM LAW FIRM P C
T-MOBILE MOBILE USA INC.
U S BANK
VCA MAIN ST ANIMAL HOSPITAL ACE UNIFORMS \& ACCESSORIES INC ALDEMCO
ALL FRESH PRODUCTS
ALPHA PROJECT FOR THE HOMELESS
ANSER ADVISORY MANAGEMENT, LLC
AT\&T
AT\&T
ATLAS TECHNICAL CONSULTANTS
BLUE PACIFIC ENGINEERING
CALIFORNIA ASSOCIATION OF CODE
CHEN RYAN ASSOCIATES INC
CHRISTENSEN \& SPATH LLP
CIRCULATE SAN DIEGO
CLAIMS MANAGEMENT ASSOCIATES
DAY WIRELESS SYSTEMS
DISCOUNT SIGNS \& BANNERS
D-MAX ENGINEERING INC
EAGLE PAVING COMPANY INC
EL LATINO NEWSPAPER
ENTERPRISE FLEET MANAGEMENT ESGIL LLC
DESCRIPTION
UNIFORM AND ACCESSORIES FOR FY22
ACME GRIJALVA / NSD
ARJIS FY 2022 2ND QUARTER
EDUCATIONAL REIMBURSEMENT
PROFESSIONAL SERVICES / CHW
RETURN TO WORK PSYCHOTHERAPY / PD
THIRD PARTY OVERNIGHT POSTAGE EXPENSE
DOG BOARDING AND BATHS / PD
CTO HP IDS 17 FOR WWAN CND137B5JK MFG
MOP OFFICE SUPPLIES TWO TRADITIONAL MAIL
X300U ULTRA LED HANDGUN LIGHT SUREFIRE
MOP 45725. PRINTER SUPPLIES/ POLICE
MONTHLY K-9 MAINTENANCE TRAINING - PD
2ND QUARTER MEMBERSHIP DUES
TEMPORARY ACCOUNTING ADMIN - PD
SUPPLIES / PD
FORENSIC INTERVIEW / PD
REP RUBBER HEX DUMBBEL 5-100 BUNDLED/FIRE
SD COUNTY TREASURER TAX COLLECTOR
VEST WIREV CARRIER
PROFESSIONAL SERVICES / CAO
MOP 45704. OFFICE SUPPLIES / POLICE
BADGES PINS ACCESSORIES FOR FY22
PROFESSIONAL SERVICES / CAO
T-MOBILE GPS TRACKING SERVICES / PD
CREDIT CARD EXPENSES / CAO
K-9 CARE AND SUPPLIES-ROUTINE / PD
EARPIECE / NSD
FOOD AS NEEDED FOR NUTRITION CENTER FY
CONSUMABLES / NUTRITION
SERVICES / HOUSING
CIP 19-18 NATIONAL CITY BLVD. BIKEWAY
AT\&T SBC ANNUAL PHONE SERVICE FOR FY22
AT\&T SBC ANNUAL PHONE SERVICE FOR FY22
CIP 19-45 CIVIC CENTER ACCESSIBILITY PRO
CIP 19-45 CIVIC CENTER ADA ACCESSIBILTY
CACEO WEBINAR / NSD
BAYSHORE BIKEWAY - ENG/PW
LEGAL PROFESSIONAL SERVICES
SENIOR SATURDAYS CIRCULATE SD INVOICE
PROFESSIONAL SERVICES
COMPANY MNTNCE CONTRACT / FIRE
HELMET NAMES, 1.5-INCH REFLECTIVE/FIRE
CIP 21-14 STORM WATER SERVICES FY21-22
CIP 19-12 SWEETWATER RD SAFETY ENHANCEMNT
AD DISPLAY - DISTRICTING - EL LATINO NEW
ENTERPRISE FLEET MANAGEMENT - ENG/PW
PLAN CHECKS FOR FIRE DEPARTMENT FOR FY22
P

| CHK NO | DATE | AMOUNT |
| :---: | :---: | :---: |
| 357064 | 3/16/22 | 402.93 |
| 357065 | 3/16/22 | 159.27 |
| 357066 | 3/16/22 | 9,532.07 |
| 357067 | 3/16/22 | 2,240.00 |
| 357068 | 3/16/22 | 1,894.95 |
| 357069 | 3/16/22 | 960.00 |
| 357070 | 3/16/22 | 51.46 |
| 357071 | 3/16/22 | 455.00 |
| 357072 | 3/16/22 | 10,888.30 |
| 357073 | 3/16/22 | 182.89 |
| 357074 | 3/16/22 | 6,037.53 |
| 357075 | 3/16/22 | 637.00 |
| 357076 | 3/16/22 | 1,184.00 |
| 357077 | 3/16/22 | 36.00 |
| 357078 | 3/16/22 | 2,000.00 |
| 357079 | 3/16/22 | 8,648.18 |
| 357080 | 3/16/22 | 550.00 |
| 357081 | 3/16/22 | 6,506.63 |
| 357082 | 3/16/22 | 416.98 |
| 357083 | 3/16/22 | 2,102.14 |
| 357084 | 3/16/22 | 1,488.40 |
| 357085 | 3/16/22 | 226.38 |
| 357086 | 3/16/22 | 4,353.50 |
| 357087 | 3/16/22 | 1,044.00 |
| 357088 | 3/16/22 | 765.00 |
| 357089 | 3/16/22 | 547.88 |
| 357091 | 3/16/22 | 1,036.18 |
| 357092 | 3/17/22 | 377.07 |
| 357093 | 3/17/22 | 1,858.90 |
| 357094 | 3/17/22 | 1,863.94 |
| 357095 | 3/17/22 | 14,661.52 |
| 357096 | 3/17/22 | 165.00 |
| 357097 | 3/17/22 | 2,109.42 |
| 357098 | 3/17/22 | 91.17 |
| 357099 | 3/17/22 | 807.75 |
| 357100 | 3/17/22 | 8,597.50 |
| 357101 | 3/17/22 | 38.00 |
| 357102 | 3/17/22 | 50,942.10 |
| 357103 | 3/17/22 | 1,068.75 |
| 357104 | 3/17/22 | 3,845.36 |
| 357105 | 3/17/22 | 6,400.00 |
| 357106 | 3/17/22 | 328.00 |
| 357107 | 3/17/22 | 64.67 |
| 357108 | 3/17/22 | 29,676.35 |
| 357109 | 3/17/22 | 30,542.49 |
| 357110 | 3/17/22 | 3,360.00 |
| 357111 | 3/17/22 | 23,864.87 |
| 357112 | 3/17/22 | 738.90 |
|  |  | 96 of 460 |

## WARRANT REGISTER \# 37 3/17/2022

## PAYEE

EXOS COMMUNITY SERVICES LLC FIRE ETC
GEOSYNTEC CONSULTANTS INC
GOVCONNECTION INC
HDR ENGINEERING, INC.
INTERNATIONAL INSTITUTE
IPS GROUP INC
KREISBERG LAW FIRM
KTUA
LASER SAVER INC
MCALISTER INSTITUTE
MORRISON
MUNICIPAL CODE CORPORATION
NERI LANDSCAPE ARCHITECTURE
NV5 INC
OFFICE SOLUTIONS BUSINESS
PACIFIC REFRIGERATION INC
PARKING TODAY MEDIA
PORTILLO CONCRETE INC
PRO BUILD COMPANY
PROFESSIONAL SEARCH GROUP LLC
PROPPS
PRUDENTIAL OVERALL SUPPLY
RANDALL LAMB ASSOCIATES INC
REDISTRICTING INSIGHTS, LLC
SAFETY-KLEEN SYSTEMS, INC
SAKAMOTO
SAN DIEGO MIRAMAR COLLEGE
SAN DIEGO MIRAMAR COLLEGE
SAN DIEGO MIRAMAR COLLEGE
SAN DIEGO MIRAMAR COLLEGE
SBCS CORPORATION
SLETTENGREN
SMART \& FINAL
SO CAL PPE, LLC
STAPLES BUSINESS ADVANTAGE
SYSCO SAN DIEGO INC
TERMINIX INTERNATIONAL
THE COUNSELING TEAM INTERNATIONAL
THE ECOHEROSHOW LLC
THE SHERWIN WILLIAMS CO
THE STAR NEWS
TRI-GROUP CONSTRUCTION AND DEV U S BANK
U S BANK
VERIZON WIRELESS
VISTA PAINT
WEST COAST ARBORISTS INC
DESCRIPTION
PROFESSIONAL SERVICES POOL MANAGEMEN
FIRE SAFETY STATION BOOTS/FOOTWEAR, FY
CNC POLICE DEPT SM ARMS RANGE VENT - ENG
OUTDOOR WIRELESS UNIVERSAL AP DUAL
CIP 19-35 PARADISE CREEK KIMBALL
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERK
PARKING MANAGEMENT - MERCHANT HOSTING
LEGAL SERVICES FOR FEBRUARY 2022
CIP 22-09 CLEAN CA PROGRAM GRANT - ENG/P
MOP TONER CARTRIDGE HP M751 / SEC 8
HOMELESS CASE MANAGEMENT SERVICES
TRAVEL REIMBURSMENT FOR CM
MUNICODE - PAGE UPDATE
LAS PALMAS POOL FEASIBILITY STUDY - ENG/PW
NATIONAL CITY GIS WEBSERVER - ENG/PW
DESK AND OFFICE SUPPLIES / PD
FLOOR MIXER AND DISHWASHER SERVICE CALL
PARKING INDUSTRY EXPO / NSD
CIP 18-10 EUCLID AVE BIKE AND PED ENCHANCE
2X8 -12 OF \#2 LNW GRN / FIRE
TEMP SERVICES SECTION 8
CONFERENCE REIMBURSEMENT / NSD
MOP 45742 LAUNDRY SVC / NSD
CIP 21-24 CIVIC CENTER EOC POWER UPGRADE
PROFESSIONAL SERVICES / CAO
GASTEC AQUEOUS PW SAMPLE TUBE/FIRE
TRAININ ADV SUB LESS LETHAL INSTRUCTOR / PD
TRAINING ROT TUITION SPRINGER / PD
TRAINING $128 ~ P D ~ A C D Y ~ Y U E N ~ A H U M A D A ~ / ~ P D ~$
TRAINING PETTY CASH PD ACDMY 122 / PD
TRAINING PETTY CASH PD ACDMY 123 / PD
CARES ACT CDBG-CV AGREEMENT / HOUSING
REIMB / SUPPLIES PURCHASED FOR NUTRITION
MOP CDBG TEEN CASA DE SALUD SNACKS
TURNOUT COAT AND PANTS CLEANING /FIRE
MOP 45704 OFFICE SUPPLIES / NSD
FOOD / NUTRITION CENTER
FEB MONTHLY PEST CONTROL SERVICE / PW
EMPLOYEE SUPPORT SERVICES /FIRE
ECOHERO SCHOOL PRESENTATIONS-RECYCLING
MOP 77816 PAINT SUPPLIES / NSD
CUBLIC NOTICING - CITY CLERKS OFFICE
CREDIT CARD EXPENSES / FIRE
MOP $68834 ~ P A I N T ~ S U P P L I E S ~ / ~ N S D ~$

| CHK NO | DATE | AMOUNT |
| :---: | :---: | :---: |
| 357113 | 3/17/22 | 18,176.35 |
| 357114 | 3/17/22 | 511.13 |
| 357115 | 3/17/22 | 53,100.55 |
| 357116 | 3/17/22 | 3,037.58 |
| 357117 | 3/17/22 | 1,684.00 |
| 357118 | 3/17/22 | 123.91 |
| 357119 | 3/17/22 | 6,580.27 |
| 357120 | 3/17/22 | 4,000.00 |
| 357121 | 3/17/22 | 17,932.50 |
| 357122 | 3/17/22 | 80.01 |
| 357123 | 3/17/22 | 23,409.62 |
| 357124 | 3/17/22 | 948.03 |
| 357125 | 3/17/22 | 523.63 |
| 357126 | 3/17/22 | 13,287.50 |
| 357127 | 3/17/22 | 4,647.50 |
| 357128 | 3/17/22 | 432.26 |
| 357129 | 3/17/22 | 497.50 |
| 357130 | 3/17/22 | 850.00 |
| 357131 | 3/17/22 | 6,236.75 |
| 357132 | 3/17/22 | 2,623.06 |
| 357133 | 3/17/22 | 2,510.00 |
| 357134 | 3/17/22 | 870.53 |
| 357135 | 3/17/22 | 55.32 |
| 357136 | 3/17/22 | 2,266.25 |
| 357137 | 3/17/22 | 12,500.00 |
| 357138 | 3/17/22 | 231.36 |
| 357139 | 3/17/22 | 256.00 |
| 357141 | 3/17/22 | 46.00 |
| 357142 | 3/17/22 | 16.00 |
| 357143 | 3/17/22 | 16.00 |
| 357144 | 3/17/22 | 16.00 |
| 357145 | 3/17/22 | 23,181.02 |
| 357146 | 3/17/22 | 257.93 |
| 357147 | 3/17/22 | 276.47 |
| 357148 | 3/17/22 | 525.93 |
| 357149 | 3/17/22 | 655.57 |
| 357150 | 3/17/22 | 2,224.96 |
| 357151 | 3/17/22 | 78.00 |
| 357152 | 3/17/22 | 300.00 |
| 357153 | 3/17/22 | 15,042.00 |
| 357154 | 3/17/22 | 147.36 |
| 357155 | 3/17/22 | 471.50 |
| 357156 | 3/17/22 | 45,062.83 |
| 357157 | 3/17/22 | 4,345.18 |
| 357158 | 3/17/22 | 6,607.22 |
| 357159 | 3/17/22 | 69.56 |
| 357160 | 3/17/22 | 344.26 |
| 357161 | 3/17/22 | 11,900.00 |
|  |  | 97 of 460 |

## WARRANT REGISTER \# 37

## 3/17/2022

## PAYEE <br> WILLY'S ELECTRONIC SUPPLY

WIRED PAYMENTS
ARCO BUSINESS SOLUTIONS

SECTION 8 HAPS


The following page(s) contain the backup material for Agenda Item: Public Hearing and
Adoption of a Resolution regarding a Conditional Use Permit for distilled spirits sales (Type 21) at a proposed retail outlet (Tahona Mercado) to be located at 802 ' $B$ ' Avenue. (Applicant: Amar Harrag) (Case File 2021-27 CUP) (Planning)
Please scroll down to view the backup material.

## CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

## MEETING DATE:

April 19, 2022
AGENDA ITEM NO.

## ITEM TITLE:

Public Hearing and adoption of a Resolution regarding a Conditional Use Permit for distilled spirits sales (Type 21) at a proposed retail outlet (Tahona Mercado) to be located at 802 'B' Avenue. (Applicant: Amar Harrag) (Case File 2021-27 CUP)

PREPARED BY: Martin Reeder, AICP M
PHONE: 619-336-4313

## EXPLANATION:

DEPARTMENT: Community Development
APPROVED BY:
Cols
Director of Community Development

The applicant wishes to operate a high-end craft liquor store in a new commercial suite in the new Parco development in downtown National City. The store will sell high-quality liquor, mostly sourced from small producers and artisanal companies from remote areas of Mexico. Most of the products will be exclusive batches and unique to the applicant's brand. The business would employ three people.

The Planning Commission conducted a public hearing on March 7, 2022. Commissioners asked questions regarding the site and the proposal. The Commission voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval.

The City Council considered the Notice of Decision for the project at their meeting of April 5, 2022 and held the item over for a public discussion in order to discuss the project in greater detail.

The attached background staff report describes the proposal in detail.

## ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.
ORDINANCE: INTRODUCTION: $\square$ FINAL ADOPTION: $\square$

## STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends approval subject to the attached conditions.

## BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Conditional Use Permit.
Ayes: DeLa Paz, Natividad, Roman, Sanchez, Sendt, Valenzuela, Yamane

## ATTACHMENTS:

1. Background Report
2. Recommended Findings \& Conditions
3. Overhead
4. Applicant's Plans
5. Public Hearing Notice
6. Census Tract \& Police Beat Maps
7. PD \& IPS comments
8. Community Meeting Information
9. Planning Commission Report and Resolution
10. Resolution

## BACKGROUND REPORT

## Staff Recommendation

Staff recommends approval of the request for the sale of distilled spirits, subject to the attached recommended conditions. The sale of alcohol is a conditionallyallowed use in DZ 9 and would contribute to the diversity of commercial offerings in the area.

## Executive Summary

The applicant is proposing to operate a craft liquor store (ABC Type 21) in the 600 square-foot retail suite. The business (Tahona Mercado) will focus on small batch and artisanal Mexican liquor. Proposed operation hours are 11:00 am to 9:00 pm Monday through Friday and 10:00 am to 10:00 pm Saturday and Sunday.

## Site Characteristics

The project location is a vacant commercial suite in the new Parco development, a mixed-use residential and commercial building occupying the half block between East $8^{\text {th }}$ and $9^{\text {th }}$ Streets and between ' $B$ ' Avenue and the alley to the west. The suite is 600 square-feet in size and located along ' $B$ ' Avenue. The area is mostly adjacent to commercial uses, although there are residential uses located to the south across East $9^{\text {th }}$ Street.

## Proposed Use

The applicant wishes to operate a high-end craft liquor store in a new commercial suite in the Parco development in downtown National City. The store will sell highquality liquor, mostly sourced from small producers and artisanal companies from remote areas of Mexico. Most of the products will be exclusive batches and unique to the applicant's brand. The business would employee three people.

## Analysis

Section 18.30.050 of the Land Use Code allows for off-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. There are also specific conditions required as part of City Council Policy 707, which regulates alcohol licenses.

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 684 occupants and owners.

Community Meeting - Pursuant to Section 18.30 .050 (C) of the National City Zoning Code, a community meeting was held Friday, November 26, 2021 at 4:30 p.m. at the subject suite. The meeting advertisement and minutes are attached (Attachment 8); three residents were in attendance and indicated their support for the request.

Distance Requirements - Chapter 18.030.050 (D) requires that businesses that sell alcohol as a principal use maintain a 660-foot distance from [Institutionallyzoned] schools. While there is a school within 660 feet (Integrity Charter School), it is not an institutionally-zoned property and thus not subject to the distance requirement. The nearest school in the Institutional zone is Central Elementary School, located over 750 feet away.

This chapter also requires that liquor stores be a minimum of 500 feet from each other. The nearest liquor store (Wilson's Liquor) is over 2,000 feet away. There is a market (Big Ben Market) next door to the subject business, but is not included in the distance requirement.

## Alcohol Sales Concentration/Location

Per the California Department of Alcoholic Beverage Control (ABC), there are currently 8 off-sale licenses in this census tract (117) where a maximum of four 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* $^{\text {( }}$ CUP |  |
| :--- | :--- | :---: | :---: |
| Seafood City | 1420 E. Plaza Blvd. Suite C | 21 | Y |
| Big Ben Market | 108 E. 8 |  |  |
| th St. | 21 | Y |  |
| Wal Mart | 1200 Highland Ave. | 20 | Y |
| Smart \& Final | 1220 E. Plaza Blvd. Suite 510 | 21 | Y |
| CVS Pharmacy | 1201 E. Plaza Blvd. | 21 | Y |
| 7 Eleven | 1539 Highland Ave. | 20 | Y |
| Wilson's Liquor | 916 E. $8^{\text {th }}$ St. | 21 | Y |
| Bottles \& More Liquor | 1535 E. $8^{\text {th }}$ St. | 21 | - |

* Type 20 - Off-Sale of Beer and Wine
* Type 21 - Off-Sale of Beer, Wine, and Distilled Spirits

Census tract 117 includes the area between National City Boulevard and "N" Avenue, and between East $8^{\text {th }}$ Street and East $18^{\text {th }}$ Street. The attached census tract map shows the location of the subject tract (Attachment 6).

Many of the issues related to liquor sales are related to availability of smaller quantities and cheaper products, most of which are contained to businesses not subject to CUPs due to legal nonconforming status. However, businesses with CUPs are limited to the size of distilled spirits bottles (e.g. no airplane bottles or pints). Other issues with malt liquor (e.g. 22s, 40s) are also addressed by a CUP, although these products are not part of the proposed sales inventory.

## 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, Tahona Mercado received a score of 13, which would indicate a medium risk. Medium risk is considered 13 to 18 points.

## Institute for Public Strategies (IPS)

Comments were received from IPS subsequent to the initial public hearing. IPS recommended against issuance of the CUP due to license over-concentration. If approved, IPS recommends Responsible Beverage Sales and Service (RBSS) training for all staff, which is mandated by ABC. They also recommend closing hours of 8:00 p.m. Monday to Friday and 9:00 p.m. Saturday and Sunday.

## 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 DZ 9 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 retail alcohol use is consistent with the Downtown Specific Plan 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 vacant suite, which was previously analyzed for traffic impacts when the building 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 outlet would be consistent with other commercial businesses in the area accessory to the mixed-use commercial and residential building.
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.
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 DZ 9.

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 sale of distilled spirits sales will contribute to the diversity of local commercial offerings in the area, an allowed use in the DZ 9 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 two other Type 21-license outlets within a half-mile of the site:

| Outlet Name | Address | ABC license type |
| :--- | :--- | :---: |
| Big Ben Market | $108 \mathrm{E} .8^{\text {th }}$ St. | 21 |
| Wilson's Liquor | $916 \mathrm{E} .8^{\text {th }}$ St. | 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

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.).

## Summary

The proposed use is consistent with the General Plan due to alcohol sales for offsite consumption being a conditionally-allowed use in DZ 9. High-end distilled spirits sales would contribute to the diversity of the downtown commercial offerings. However, the area is considered to be a high crime area and there are already two other outlets in close proximity that offer distilled spirits. Conditions requiring
compliance with City Council Policy 707 are intended to alleviate concerns related to area impacts should the CUP be approved.

## Options

1. Approve 2021-27 CUP subject to the conditions listed within, based on the attached findings, or findings to be determined by the City Council; or
2. Deny 2021-27 CUP based on the attached findings or findings to be determined by the City Council; or,
3. Continue the item to a specific date in order to obtain additional information.

## RECOMMENDED FINDINGS FOR APPROVAL

2021-27 CUP - Tahona Mercado

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 DZ 9 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. Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A retail alcohol use is consistent with the Downtown Specific Plan 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 vacant suite, which was previously analyzed for traffic impacts when the building 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 outlet would be consistent with other commercial businesses in the area accessory to the mixed-use commercial and residential building.
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.
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 DZ 9 .
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the sale of distilled spirits sales will contribute to the diversity of local commercial offerings in the area, an allowed use in the DZ 9 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

 2021-27 CUP - Tahona Mercado1. The proposed use is not deemed essential and desirable to the public convenience and welfare, because there are two 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 

## 2021-27 CUP - Tahona Mercado

## General

1. This Conditional Use Permit authorizes the sale distilled spirits for off-site consumption at a proposed market (Tahona Mercado) to be located at 802 ' $B$ ' Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2021-27 CUP, dated 2/25/2022.
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. The sale of alcoholic beverages shall be limited to between the hours of 11:00 am to 9:00 pm Monday through Friday and 10:00 am to 10:00 pm Saturday and Sunday.
7. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
8. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
9. 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.
10. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
11. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the Permittee.
12. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
13. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
14. 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 ."
15. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
16. 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.
17. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

## Police

18. 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.

2021-27 CUP - Tahona Mercado - Overhead




## NOTICE OF PUBLIC HEARING

## CONDITIONAL USE PERMIT FOR DISTILLED SPIRITS SALES (TYPE 21) AT A PROPOSED RETAIL OUTLET (TAHONA MERCADO) <br> TO BE LOCATED AT 802 'B’ AVENUE. <br> CASE FILE NO.: 2021-27 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, March 7, 2022, 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: Amar Harrag)

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://nationalcityca.new.swagit.com/views/33.

The applicant is requesting a Conditional Use Permit for a high-end craft liquor store that will sell small batch and artisanal Mexican liquor. The 600 square-foot suite is within the new Parco development at East 8 'h Street and ' B ' Avenue. Proposed operating hours are 11:00 a.m. to 9:00 p.m. Monday through Friday and 10:00 a.m. to 10:00 p.m. Saturday and Sunday.

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., March 7, 2022, by submitting it to PlcPubComment@nationalcityca.gov. Planning staff 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




## City of National City Beat 20

## NATIONAL CITY POLICE DEPARTMENT <br> ALCOHOL BEVERAGE CONTROL <br> RISK ASSESSMENT

DATE: $\qquad$
BUSINESS NAME: $\qquad$
ADDRESS: $\qquad$

OWNER NAME: $\qquad$ DOB: $\qquad$
OWNER ADDRESS: $\qquad$
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 11 pm ( 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:

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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 )

Low Risk ( 12pts or less) Medium Risk (13-18pts)
High Risk (19 - 24pts)
Total Points

Mostly residential (3 pts)
VIII. Owner(s) records check

No criminal incidents ( 0 pts )
Minor criminal incidents (2 pts)
Multiple/Major criminal incidents (3 pts)

OWNER NAME: $\qquad$ DOB: $\qquad$
OWNER ADDRESS: $\qquad$

OWNER NAME: $\qquad$ DOB: $\qquad$
OWNER ADDRESS: $\qquad$
Recommendation:
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

Completed by: $\qquad$ Badge ID: $\qquad$

# Environmental Scan for a National City CUP Distilled Spirits application Mezcal Stores 

802 B Street, Ste. A, National City, CA 91950

April 7, 2022


Photo of the proposed location for the Mezcal Stores at 802 B Avenue in National City.

An environmental scan was conducted on Thursday, April 7, 2022 because Mezcal Stores is applying for CUP Type 21 for distilled spirits to be sold at a liquor store for purchase located at 802 B Avenue, National City 91950.

The applicant is proposing a retail outlet in a 600 square-foot commercial space in a mix of furnished micro units, co-living unit building. The proposed hours for the sale of operation hours are Monday thru Friday 11:00 a.m. to 9:00 p.m. and Saturday and Sunday 10:00 a.m. to 10:00 p.m. Their application specifies that high quality liquor will be sold.

During a scan of the business and premises, the following was noted:

## Outlet Density

According to the ABC , eight (8) off-sale licenses are authorized for Census Tract 0117.00, which is the census tract where 802 B Avenue Ave., National City is located.


|  |
| :--- |
| Green Arrow and Green Pin depict the applicant's location: 802 B Avenue in National City. |
| Yellow Circles depict existing alcohol outlets in the applicant's census tract as well as other nearby |
| census tracts. |
| Map from ABC.CA.Gov Website Showing Alcohol Outlets in National City |

## Census Tracts

|  | Off-Sale | On-Sale |
| :---: | :---: | :---: |
| Census Tract 0117.00 | Allowed: (4) | Allowed: (8) |
| Establishment is within this tract | Actual: (8) | Actual: (20) |
|  | Number Above/Below Allowable: -4 | Above/Below: -12 |

## Community Input

- I spoke with a business owners and residents approximately 20 to 200 feet away and their concerns were:
- Having another liquor store would be very bad for the community.
- There are already 5 liquor stores on $8^{\text {th }}$ Avenue already, one more is too much.
- Worried about how National City is looking for revenue.
- Would like to see more areas in National City for family entertainment, not more liquor licenses.
- The operating hours of that potential business will be very harmful on the weekends.
- Business owner lives in the building, this would affect their family.
- Feels that there isn't enough parking as it is. This would really make it harder for residents to park near their Apartment or homes.


## Crime Rate

The crime rate is unknown for this location. A follow up request for this information from personnel within the City of National City Police Department, may result in obtaining the crime rate for this location.

## Recommendations

The following are considerations if a CUP is issued:

1. It's IPS's recommendation to not award the CUP due to the fact that the census track is heavily overconcentrated.
2. If a CUP is awarded it would be required that staff, management, and owner attend the In-Person LEAD Responsible Beverage Sales and Service training. Below is the Alcohol Beverage Control website for future trainings.
https://www.tracelead.abc.ca.gov/traceleadpublic/register/screens/AvailableClasses.aspx
AB-1221 - it's the law now. Any employee who (1) checks patron identification, (2) takes patron alcoholic beverage orders, (3) pours alcoholic beverages for patrons, or (4) delivers alcoholic beverages to patrons must complete ABC-approved responsible beverage service (RBS) training and pass an ABC-administered exam.
Those hired by July 1, 2022 have until August 31, 2022 to become certified. Those hired after July 1, 2022 will have 60 days to complete the requirements. Daily license designees representing non-profit organizations will also need to complete training prior to their licensed event.
3. If awarded the CUP it is recommended that the operating hours be Monday thru Friday - 9:00 a.m. to 8:00 p.m. and Saturday and Sunday 10:00 a.m. to 9:00 p.m.

You are invited to attend a:
COMMUNITY MEETING
Date: Monday, November 29, 2021
Time: 4:30 PM - 5:30 PM
Address: 802 B Avenue, National City, CA 91950

This meeting is to inform citizens of a use permit application to open a craft liquor store specialized in high end agave spirits located in the side of the new building located in the corner of B Ave \& $8^{\text {th }}$ St. The proposed hours of operation are Monday - Sunday from 10 am to 9 pm . Our store will only carry limited edition bottles as well as craft products locally produced and also imported from small villages in Oaxaca.

We are looking forward to meeting you and discussing any concerns or questions you may have regarding this proposed store operations. If you can't attend the meeting, or if you have any questions before then, please feel free to contact Amar Harrag, the Applicant's representative, at 619.573.0289 or via email at amarharrag@gmail.com.

This notice is being sent to you in fulfillment of the City of National City requirements. This outreach effort to our neighbors is necessary because an application for development or use has been filed with the City of National City Planning Department.

Minutes from Community meeting held on 11/26/2021 at 802 B Avenue, National City, CA 91950:

- Meeting time was held from 4:30 pm to 6:00 pm.
- 3 attendees: Joel J. Tubao, Mr Tubao's father \& Chris Meints
- All 3 attendees came in support of the project and shared their excitement for it. They agreed to be listed as references if needed.
- No other attendees or anything else to report.



## Staff Recommendation

Staff recommends approval of the request for the sale of distilled spirits, subject to the attached recommended conditions. The sale of alcohol is a conditionallyallowed use in DZ 9 and would contribute to the diversity of commercial offerings in the area.

## Executive Summary

The applicant is proposing to operate a craft liquor store (ABC Type 21) in the 600 square-foot retail suite. The business (Tahona Mercado) will focus on small batch and artisanal Mexican liquor. Proposed operation hours are 11:00 am to 9:00 pm Monday through Friday and 10:00 am to 10:00 pm Saturday and Sunday.

## Site Characteristics

The project location is a vacant commercial suite in the new Parco development, a mixed-use residential and commercial building occupying the half block between East $8^{\text {th }}$ and $9^{\text {th }}$ Streets and between ' $B$ ' Avenue and the alley to the west. The suite is 600 square-feet in size and located along ' B ' Avenue. The area is mostly adjacent to commercial uses, although there are residential uses located to the south across East $9^{\text {th }}$ Street.

## Proposed Use

The applicant wishes to operate a high-end craft liquor store in a new commercial suite in the Parco development in downtown National City. The store will sell highquality liquor, mostly sourced from small producers and artisanal companies from remote areas of Mexico. Most of the products will be exclusive batches and unique to the applicant's brand. The business would employee three people.

## Analysis

Section 18.30.050 of the Land Use Code allows for off-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. There are also specific conditions required as part of City Council Policy 707, which regulates alcohol licenses.

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 684 occupants and owners.

Planning Commission
Meeting of March 7, 2022
Page 3
Community Meeting - Pursuant to Section 18.30 .050 (C) of the National City Zoning Code, a community meeting was held Friday, November 26, 2021 at 4:30 p.m. at the subject suite. The meeting advertisement and minutes are attached (Attachment 8); three residents were in attendance and indicated their support for the request.

Distance Requirements - Chapter 18.030.050 (D) requires that businesses that sell alcohol as a principal use maintain a 660 -foot distance from [Institutionallyzoned] schools. While there is a school within 660 feet (Integrity Charter School), it is not an institutionally-zoned property and thus not subject to the distance requirement. The nearest school in the Institutional zone is Central Elementary School, located over 750 feet away.

This chapter also requires that liquor stores be a minimum of 500 feet from each other. The nearest liquor store (Wilson's Liquor) is over 2,000 feet away. There is a market (Big Ben Market) next door to the subject business, but is not included in the distance requirement.

## Alcohol Sales Concentration/Location

Per the California Department of Alcoholic Beverage Control (ABC), there are currently 8 off-sale licenses in this census tract (117) where a maximum of four 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* $^{\text {CUP }}$ |  |
| :--- | :--- | :---: | :---: |
| Seafood City | 1420 E. Plaza Blvd. Suite C | 21 | Y |
| Big Ben Market | 108 E. 8 ${ }^{\text {th }}$ St. | 21 | Y |
| Wal Mart | 1200 Highland Ave. | 20 | Y |
| Smart \& Final | 1220 E. Plaza Blvd. Suite 510 | 21 | Y |
| CVS Pharmacy | 1201 E. Plaza Blvd. | 21 | Y |
| 7 Eleven | 1539 Highland Ave. | 20 | Y |
| Wilson's Liquor | 916 E. 8. St. $^{\text {St }}$ | 21 | Y |
| Bottles \& More Liquor | 1535 E. $8^{\text {th }}$ St. | 21 | - |

* Type 20 - Off-Sale of Beer and Wine
* Type 21 - Off-Sale of Beer, Wine, and Distilled Spirits

Census tract 117 includes the area between National City Boulevard and " N " Avenue, and between East $8^{\text {th }}$ Street and East $18^{\text {th }}$ Street. The attached census tract map shows the location of the subject tract (Attachment 6).

Many of the issues related to liquor sales are related to availability of smaller quantities and cheaper products, most of which are contained to businesses not subject to CUPs due to legal nonconforming status. However, businesses with CUPs are limited to the size of distilled spirits bottles (e.g. no airplane bottles or pints). Other issues with malt liquor (e.g. 22s, 40s) are also addressed by a CUP, although these products are not part of the proposed sales inventory.

## 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, Tahona Mercado received a score of 13 , 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 Responsible Beverage Sales and Service (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 DZ 9 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 retail alcohol use is consistent with the Downtown Specific Plan 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 vacant suite, which was previously analyzed for traffic impacts when the building 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 outlet would be consistent with other commercial businesses in the area accessory to the mixed-use commercial and residential building.
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.
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 DZ 9.

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 sale of distilled spirits sales will contribute to the diversity of local commercial offerings in the area, an allowed use in the DZ 9 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 two other Type 21-license outlets within a half-mile of the site:

| Outlet Name | Address | ABC license type |
| :--- | :--- | :---: |
| Big Ben Market | $108 \mathrm{E} .8^{\text {th }}$ St. | 21 |
| Wilson's Liquor | $916 \mathrm{E} .8^{\text {th }}$ St. | 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

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.).

## Summary

The proposed use is consistent with the General Plan due to alcohol sales for offsite consumption being a conditionally-allowed use in DZ 9. High-end distilled spirits sales would contribute to the diversity of the downtown commercial offerings. However, the area is considered to be a high crime area and there are already two other outlets in close proximity that offer distilled spirits. Conditions requiring compliance 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 2021-27 CUP subject to the conditions listed within, based on the attached findings, or findings to be determined by the Planning Commission; or
2. Deny 2021-27 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. 2021-27 CUP, dated 12/8/2021)
5. Public Hearing Notice (Sent to 684 property owners \& occupants)
6. Census Tract \& Police Beat Maps
7. PD Risk Assessment
8. Community Meeting Advertisement and minutes
9. Resolutions

## MARTIN REEDER, AICP

Principal Planner

ARMANDO VERGARA
Director of Community Development

RESOLUTION NO. 2022-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING A CONDITIONAL USE PERMIT FOR DISTILLED SPIRITS SALES (TYPE 21) AT A PROPOSED RETAIL OUTLET (TAHONA MERCADO) TO BE LOCATED AT 802 'B' AVENUE. CASE FILE NO. 2021-27 CUP<br>APN: 556-472-26

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for distilled spirits sales (Type 21) at a proposed retail outlet (Tahona Mercado) to be located at 802 ' $B$ ' Avenue at a duly advertised public hearing held on March 7, 2022, 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. 2021-27 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 March 7, 2022, 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 DZ 9 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. Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A retail alcohol use is consistent with the Downtown Specific Plan 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 vacant suite, which was previously analyzed for traffic impacts when the building 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 outlet would be consistent with other commercial businesses in the area accessory to the mixed-use commercial and residential building.
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.
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 DZ 9 .
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the sale of distilled spirits sales will contribute to the diversity of local commercial offerings in the area, an allowed use in the DZ 9 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 distilled spirits for off-site consumption at a proposed market (Tahona Mercado) to be located at 802 ' B ' Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2021-27 CUP, dated 2/25/2022.
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. The sale of alcoholic beverages shall be limited to between the hours of 11:00 am to 9:00 pm Monday through Friday and 10:00 am to 10:00 pm Saturday and Sunday.
7. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
8. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
9. 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.
10. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
11. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the Permittee.
12. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
13. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
14. 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."
15. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
16. 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.
17. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

## Police

18. 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 March 7, 2022, by the following vote:

AYES: Sendt, Yamane, Natividad, Roman, Sanchez, Dela Paz, Valenzuela

NAYS: None.

ABSENT: None

ABSTAIN: None.


## RESOLUTION NO. 2022-

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR DISTILLED SPIRITS SALES (TYPE 21) AT A PROPOSED RETAIL OUTLET (TAHONA MERCADO) TO BE LOCATED AT 802 'B’ AVENUE.CASE FILE NO. 2021-27 CUP

 APN: 556-472-26WHEREAS, the City Council of the City of National City considered a Conditional Use Permit for for distilled spirits sales (Type 21) at a proposed retail outlet (Tahona Mercado) to be located at 802 ' $B$ ' Avenue at a duly advertised public hearing held on April 19, 2022, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the City Council considered the staff report contained in Case File No. 2021-27 CUP, DSP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, the Planning Commission of the City of National City considered the Conditional Use Permit application at a duly advertised public hearing held on March 7, 2022, at which time the Planning Commission recommended approval of the Conditional Use Permit; and,

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

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City, California, that the evidence presented to the City Council at the public hearing held on April 19, 2022, 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 DZ 9 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. Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A retail alcohol use is consistent with the Downtown Specific Plan 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 vacant suite, which was previously analyzed for traffic impacts when the building 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 outlet would be consistent with other commercial businesses in the area accessory to the mixed-use commercial and residential building.
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.
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 DZ 9.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the sale of distilled spirits sales will contribute to the diversity of local commercial offerings in the area, an allowed use in the DZ 9 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 Conditional Use Permit is approved subject to the following conditions:

## General

1. This Conditional Use Permit authorizes the sale distilled spirits for off-site consumption at a proposed market (Tahona Mercado) to be located at 802 ' B ' Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2021-27 CUP, dated 2/25/2022.
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. The sale of alcoholic beverages shall be limited to between the hours of 11:00 am to 9:00 pm Monday through Friday and 10:00 am to 10:00 pm Saturday and Sunday.
7. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
8. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
9. 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.
10. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
11. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the Permittee.
12. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
13. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
14. 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."
15. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
16. 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.
17. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Resolution No. 2022 -
Page Five

## Police

18. 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 this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 19 ${ }^{\text {th }}$ day of April, 2022.

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: Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California, adopting the fiscal year 2022-2023 Master Fee Schedule. (Finance)
Please scroll down to view the backup material.

## CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

## MEETING DATE: April 19, 2022

AGENDA ITEM NO.:

## ITEM TITLE:

Public Hearing and Resolution of the City Council of the City of National City, California, adopting the fiscal year 2022-2023 Master Fee Schedule.

PREPARED BY: Molly Brennan, Administrative Services Director
PHONE: 619-336-4265

## EXPLANATION:

See attached staff report.

## FINANCIAL STATEMENT:

APPROVED: $\qquad$ FINANCE
APPROVED: $\qquad$ MIS

The proposed fee schedule accurately reflects the cost of City provided services to specific users of City services. Increases in fees will result in increased revenue during fiscal year 2022-2023, which will offset the cost of staff time for providing those services.

## ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.
ORDINANCE: INTRODUCTION $\square$ FINAL ADOPTION $\square$

## STAFF RECOMMENDATION:

Hold a public hearing and adopt the resolution adopting the fiscal year 2022-2023 Master Fee Schedule.

BOARD / COMMISSION RECOMMENDATION:

## ATTACHMENTS:

1. Staff Report
2. Proposed FY2023 Master Fee Schedule versus Current Master Fee Schedule
3. Resolution with FY2023 Master Fee Schedule as Exhibit 1

INCORPORATED

## City Council Staff Report

April 19, 2022

## AGENDA ITEM:

Public Hearing and Resolution of the City Council of the City of National City, California, adopting the fiscal year 2022-2023 Master Fee Schedule.

## EXPLANATION:

Local governments charge fees for a variety of services provided by departmental staff to recover the costs of providing services that primarily benefit individual users. While these "user fees" may include the totals of both direct and indirect costs of providing services, State law prohibits governments from charging users more than the reasonable cost of providing each service.

In 2018, the City hired Willdan Financial Services to develop a cost allocation plan and perform a comprehensive user fee study. The resulting 2018 user fee study prepared by Willdan Financial Services was used to set the fee schedule that has been in place from January 1, 2019 through today.

In the 2018 user fee study Willdan used a "standard unit cost build-up methodology" that included staff interviews, a review of available records and a time and materials analysis to determine the resource requirements for each service. Willdan calculated the full cost of the service by applying "fully burdened hourly rates" for staff that provided the service to the estimated amount of time required to provide the service. Fully burdened hourly rates incorporate the salaries and benefits of staff providing the service, departmental overhead costs, and indirect City-wide overhead costs calculated through the cost allocation plan. While Willdan's analysis quantified the full cost for providing each of the identified services, it is the City's current practice to charge less than full cost recovery in certain instances due to market and/or safety issues.

The fee schedule adopted effective January 2019 was based on fiscal year 2017-2018 fully burdened hourly rates and no updates have been made since then. The updates proposed for the fiscal year 2022-2023 (FY23) fee schedule maintain the methodology and formulas developed by the analysis provided by Willdan's 2018 fee study, while updating the fully burdened hourly rates to reflect the personnel costs in the fiscal year

2022-2023 budget. Beyond changes to the hourly rates for staff time, the proposed updates include one new fee, for e-check convenience charges, and updates to fees charged for lost or damaged library items to reflect the true cost of purchasing a replacement item. The proposed FY23 fee schedule also lists fees that were previously adopted by City Council in separate actions over the years into one Master Fee Schedule document for clarity and transparency.

Attachment 2 to the agenda materials for this item list the current fees, the full cost of providing the service, the proposed City subsidy, the proposed FY23 fee, and the fee change between the current and the proposed fee amount. The City subsidy levels were set to maintain the same subsidy level the City provided in the last fee schedule update in 2019. The building permit fees for new construction are not increasing at this time, maintaining the City's position as one of the lowest cost areas to build in the County, based on regional development fee comparisons published by the Building Industry Association (BIA) of San Diego County.

The table below summarizes the number of fees by department with (1) recommended increases, (2) recommended decreases, (3) fees with no change, and (4) newly added fees.

| Department | Total \# of Exisiting Fees | Fees w/ Rate Increase | Fees w/Rate Decreases | Fees w/No Change | New Fees Added | Total \# of FY23 fees proposed |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Building | 173 | 149 | 2 | 22 | 0 | 173 |
| City Clerk | 14 | 0 | 0 | 14 | 0 | 14 |
| Community Services | 87 | 0 | 0 | 87 | 0 | 87 |
| Engineering \& Public Works | 63 | 23 | 0 | 40 | 0 | 63 |
| Finance | 27 | 13 | 0 | 8 | 1 | 28 |
| Fire | 83 | 78 | 0 | 5 | 0 | 83 |
| Housing \& Economic Development | 2 | 2 | 0 | 0 | 0 | 2 |
| Library | 17 | 0 | 7 | 10 | 0 | 17 |
| Neighborhood Services | 52 | 7 | 0 | 45 | 0 | 52 |
| Planning | 44 | 21 | 0 | 23 | 0 | 44 |
| Police | 44 | 17 | 1 | 26 | 0 | 44 |
| Total | 606 | 310 | 10 | 280 | 1 | 607 |

During FY23 City staff intends to work with an outside professional services vendor to complete a new comprehensive fee study, with the results informing the FY24 Master Fee Schedule update. It is best practice to update the fee study at least once every five years, as staffing and services change over time. Periodic fee studies are important for the City's cost recovery, but also to make sure we are not charging more than the reasonable cost of providing the service, as that would be a violation of state law.

Changes to City fees require a public hearing and upon approval do not become effective for at least sixty (60) days. If adopted tonight, the FY23 Master Fee Schedule will be effective at the beginning of the new fiscal year, July 1, 2022.
I. Building

| Administrative Fees |
| :--- |
|      <br> $\#$ Description Current Fee/Charge Unit Notes <br> 1 Travel and Documentation (standard) (2 trips) 130.00   <br> 2 Travel and Documentation (each additional trip) 88.00   <br> 3 Permit Issuance 45.00   <br> 4 Construction \& Demolition Admin Fee 118.00   | |  |
| :--- |


| Mechanical Permit Fees |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| \# | Description | Current Fee/Charge | Unit |  |
| 1 | Stand Alone Mechanical Plan Check | 139.00 |  |  |
| 2 | Air Conditioning Unit | 43.00 |  |  |
| 3 | Furnaces (F. A. U., Floor) | 43.00 |  |  |
| 4 | Wall Heater | 43.00 |  |  |
| 5 | Appliance Vent/Chimney (Only) | 28.00 |  |  |
| 6 | Refrigeration Compressor | 88.00 |  |  |
| 7 | Boiler | 88.00 |  |  |
| 8 | Chiller | 88.00 |  |  |
| 9 | Heat Pump (Package Unit) | 43.00 |  |  |
| 10 | Heater (Unit, Radiant, etc.) | 43.00 |  |  |
| 11 | Air Handler | 43.00 |  |  |
| 12 | Duct Work Only | 88.00 |  |  |
| 13 | Evaporative Cooler | 43.00 |  |  |
| 14 | Make-up Air System | 88.00 |  |  |
| 15 | Moisture Exhaust Duct (Clothes Dryer) | 13.00 |  |  |
| 16 | Vent Fan (Single Duct) | 13.00 |  |  |
| 17 | Vent System | 43.00 |  |  |
| 18 | Exhaust Hood and Duct (Residential) | 43.00 |  |  |
| 19 | Exhaust Hood- Type I (Commercial Grease Hood) | 88.00 |  |  |
| 20 | Exhaust Hood - Type II (Commercial Steam Hood) | 88.00 |  |  |
| 21 | Non- Residential Incinerator | 88.00 |  |  |
| 22 | Refrigerator Condenser Remote | 88.00 |  |  |
| 23 | Walk- in Box I Refrigerator Coil | 88.00 |  |  |

Electrical Permit Fees

| $\#$ | Description | Current Fee/Charge | Unit | Notes |
| :--- | :--- | :--- | :--- | :--- |
| 1 | Stand Alone Electrical Plan Check | 139.00 |  |  |
| 2 | Single Phase Service | 55.00 | per 100 amps |  |
| 3 | Three Phase Service | 87.00 | per 100 amps |  |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\Delta$ |
| $\$ 151.38$ | $0 \%$ | $\$ 151.00$ | $\$ 21$ |
| $\$ 105.07$ | $0 \%$ | $\$ 105.00$ | $\$ 17$ |
| $\$ 58.76$ | $1 \%$ | $\$ 58.00$ | $\$ 13$ |
| NA | NA | $\$ 118.00$ | $\$ 0$ |


|  |  |  | Full Cost |
| :--- | :--- | :--- | :--- |
| Subsidy \% | Suggested Fee | Fee $\boldsymbol{\Delta}$ |  |
| $\$ 139.57$ | $0 \%$ | $\$ 139.00$ | $\$ 0$ |
| $\$ 128.23$ | $50 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 128.23$ | $50 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 128.23$ | $50 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 128.23$ | $67 \%$ | $\$ 42.00$ | $\$ 14$ |
| $\$ 128.23$ | $0 \%$ | $\$ 128.00$ | $\$ 40$ |
| $\$ 147.81$ | $11 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 147.81$ | $11 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 170.97$ | $63 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 128.23$ | $50 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 128.23$ | $50 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 151.38$ | $13 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 170.97$ | $63 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 151.38$ | $13 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 151.38$ | $87 \%$ | $\$ 19.00$ | $\$ 6$ |
| $\$ 151.38$ | $87 \%$ | $\$ 19.00$ | $\$ 6$ |
| $\$ 151.38$ | $58 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 151.38$ | $58 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 170.97$ | $23 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 170.97$ | $23 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 170.97$ | $23 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 170.97$ | $23 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 170.97$ | $23 \%$ | $\$ 132.00$ | $\$ 44$ |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy $\%$ | Suggested Fee | Fee $\boldsymbol{\Delta}$ |
| $\$ 139.57$ | $0 \%$ | $\$ 139.00$ | $\$ 0$ |
| $\$ 147.81$ | $45 \%$ | $\$ 82.00$ | $\$ 27$ |
| $\$ 147.81$ | $12 \%$ | $\$ 130.00$ | $\$ 43$ |

I. Building

Electrical Permit Fees

| $\#$ | Description | Current Fee/Charge | Unit | Notes |
| :--- | :--- | :--- | :--- | :--- |
|  | All Other Types of Construction |  |  |  |
| 4 | 15 or 20 amp - First 10 circuits | 28.00 | each |  |
| 5 | 15 or 20 amp - next 90 circuits | 13.00 | each |  |
| 6 | 15 or 20 amp -over 100 circuits | 7.00 | each |  |
| 7 | 25 to 40 amp circuits | 43.00 | each |  |
| 8 | 50 to 175 amp circuits | 58.00 | each |  |
| 9 | 200 amp and larger circuits | 73.00 | each |  |
| 10 | Temporary Service | 43.00 | each . |  |
| 11 | Temporary Pole | 43.00 | each |  |
| 12 | Pre-Inspection | 100.00 | per hour |  |
| 13 | Generator Installation | 43.00 | per kw |  |


| Plumbing Permit Fees |
| :--- |
| $\#$ Description Current Fee/Charge Unit Notes <br> 1 Stand Alone Plumbing Plan Check 139.00   <br> 2 Fixtures 13.00 each  <br> 3 Gas System 28.00 first outlet  <br> 4 Gas Outlets 13.00 each additional  <br> 5 Building Sewer 43.00   <br> 6 Grease Trap 43.00   <br> 7 Backflow Preventer 1 through 5 28.00 up to 5  <br> 8 Backflow Preventer - each additional (More than 5) 6.00 each  <br> 9 Roof Drain - Rainwater System 88.00   <br> 10 Water Heater - Residential 50.00 No Admin Fee  <br> 11 Water Heater - Commercial 130.00 No Admin Fee  <br> 12 Water Pipe Repair I Replacement 28.00   <br> 13 Drain- Vent Repair I Alterations 28.00   <br> 14 Drinking Fountain 43.00   <br> 15 Solar Water System Fixtures 88.00  solar panels, <br> tanks, water <br> treatment <br> 16 Graywater Systems (per hour) 145.00 each  <br> 17 Medical Gas System (Each Outlet) 13.00 each  |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\Delta$ |
|  |  |  |  |
| $\$ 170.97$ | $75 \%$ | $\$ 42.00$ | $\$ 14$ |
| $\$ 170.97$ | $89 \%$ | $\$ 19.00$ | $\$ 6$ |
| $\$ 170.97$ | $94 \%$ | $\$ 10.00$ | $\$ 3$ |
| $\$ 170.97$ | $63 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 170.97$ | $49 \%$ | $\$ 87.00$ | $\$ 29$ |
| $\$ 170.97$ | $36 \%$ | $\$ 109.00$ | $\$ 36$ |
| $\$ 170.97$ | $63 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 170.97$ | $63 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 112.21$ | $0 \%$ | $\$ 112.00$ | $\$ 12$ |
| $\$ 170.97$ | $63 \%$ | $\$ 64.00$ | $\$ 21$ |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\boldsymbol{\Delta}$ |
| $\$ 139.57$ | $0 \%$ | $\$ 139.00$ | $\$ 0$ |
| $\$ 151.38$ | $87 \%$ | $\$ 19.00$ | $\$ 6$ |
| $\$ 151.38$ | $72 \%$ | $\$ 42.00$ | $\$ 14$ |
| $\$ 92.63$ | $79 \%$ | $\$ 19.00$ | $\$ 6$ |
| $\$ 151.38$ | $58 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 170.97$ | $63 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 170.97$ | $75 \%$ | $\$ 42.00$ | $\$ 14$ |
| $\$ 92.63$ | $90 \%$ | $\$ 9.00$ | $\$ 3$ |
| $\$ 151.38$ | $13 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 151.38$ | $60 \%$ | $\$ 60.00$ | $\$ 10$ |
| $\$ 151.38$ | $8 \%$ | $\$ 140.00$ | $\$ 10$ |
| $\$ 151.38$ | $72 \%$ | $\$ 42.00$ | $\$ 14$ |
| $\$ 151.38$ | $72 \%$ | $\$ 42.00$ | $\$ 14$ |
| $\$ 151.38$ | $58 \%$ | $\$ 64.00$ | $\$ 21$ |
| $\$ 170.97$ | $23 \%$ | $\$ 132.00$ | $\$ 44$ |
| $\$ 170.97$ | $1 \%$ | $\$ 170.00$ | $\$ 25$ |
| $\$ 170.97$ | $89 \%$ | $\$ 19.00$ | $\$ 6$ |

Building

| Miscellaneous |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| \# | Description | Current Fee/Charge | Unit | Notes |
| 1 | Repetitive plan check review | First permit at $100 \%$ of Fee Schedule Rate, each additional at 25\% for Plan Check Fee, Inspections @ Full Fee Schedule Rate |  |  |
|  | Antenna-Telecom Facility |  |  |  |
| 2 | Equipment container | 776.00 | each |  |
| 3 | Cellular/Mobile Phone, free-standing | 590.00 | each |  |
| 4 | Cellular/Mobile Phone, co-location | 532.00 | each |  |
| 5 | Awning/Canopy (Supported by building) | 444.00 | each |  |
| 6 | Balcony Addition | 590.00 | each |  |
| 7 | Building Moving Application Fee | 747.00 | each |  |
| 8 | Carport | 622.00 | up to 500 sq.ft. |  |
| 9 | Change of Occupancy | 275.00 | each |  |
| 10 | Close Existing Openings | 600.00 | each |  |
| 11 | Compliance Inspections/Reinspection's | 134.00 | each |  |
| 12 | Condo Conversion | 633.00 | each unit |  |
| 13 | Covered Porch | 621.00 | each |  |
| 14 | Deck | 606.00 | each |  |
| 15 | Demolition-Residential Partial Demo (flat fee) | 150.00 | each |  |
| 16 | Demolition - Residential | 267.00 | each |  |
| 17 | Demolition- Multifamily/Commercial | 341.00 | each |  |
| 18 | Door-New | 359.00 | installation each |  |
| 19 | Drywall (first 500 sq.ft.\} | 140.00 | first 500 sq feet |  |
| 20 | Each additional 100 sq.ft. | 13.00 | Up to $100 \mathrm{sq} . \mathrm{ft}$. |  |
| 21 | Fence or Freestanding Wall (non- masonry) >7 feet in height | 354.00 | Up to $100 \mathrm{lin}. \mathrm{ft}$. |  |
| 22 | Each additional 100 lin . Feet | 42.00 | each $100 \mathrm{lin} . \mathrm{ft}$. |  |
| 23 | Fence or Freestanding Wall (masonry) >4 feet in height | 420.00 | Up to 100 lin . ft. |  |
| 24 | Each additional 100 lin . Feet | 57.00 | each $100 \mathrm{lin} . \mathrm{ft}$. |  |
| 25 | Fireplace |  | Schedule Rate |  |
| 26 | Masonry | 400.00 | each |  |
| 27 | Pre-Fabricated/Metal | 310.00 | each |  |
| 28 | Flag pole (over 30 feet in height) | 404.00 | each |  |


| Full Cost | Subsidy \% | Suggested Fee | Fee $\Delta$ |
| :---: | :---: | :---: | :---: |
| NA | NA | First permit at $100 \%$ of Fee Schedule Rate, each additional at 25\% for Plan Check Fee, Inspections @ Full Fee Schedule Rate | \$0 |
| \$837.74 | 0\% | \$837.00 | \$61 |
| \$649.81 | 0\% | \$649.00 | \$59 |
| \$588.42 | 0\% | \$588.00 | \$56 |
| \$542.39 | 0\% | \$542.00 | \$98 |
| \$649.81 | 0\% | \$649.00 | \$59 |
| \$760.10 | 0\% | \$760.00 | \$13 |
| \$727.60 | 0\% | \$727.00 | \$105 |
| \$201.20 | 0\% | \$201.00 | -\$74 |
| \$791.35 | 24\% | \$600.00 | \$0 |
| \$120.32 | 0\% | \$120.00 | -\$14 |
| \$707.31 | 0\% | \$707.00 | \$74 |
| \$657.87 | 0\% | \$657.00 | \$36 |
| \$653.97 | 0\% | \$653.00 | \$47 |
| \$326.38 | 31\% | \$225.00 | \$75 |
| \$356.80 | 0\% | \$356.00 | \$89 |
| \$376.04 | 0\% | \$376.00 | \$35 |
| \$380.40 | 0\% | \$380.00 | \$21 |
| \$164.63 | 0\% | \$164.00 | \$24 |
| \$46.31 | 59\% | \$19.00 | \$6 |
| \$402.58 | 0\% | \$402.00 | \$48 |
| \$46.31 | 1\% | \$46.00 | \$4 |
| \$466.05 | 0\% | \$466.00 | \$46 |
| \$61.13 | 0\% | \$61.00 | \$4 |
| Variable | NA | Schedule Rate | \$0 |
| \$635.30 | 6\% | \$600.00 | \$200 |
| \$364.36 | 0\% | \$364.00 | \$54 |
| \$433.81 | 0\% | \$433.00 | \$29 |


| 1. | Building |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Garage (Residential) |  |  |  |  |  |  |  |
| 29 | Attached | 622.00 | up to 750 sq. ft. |  | \$882.19 | 0\% | \$882.00 | \$260 |
| 30 | Detached | 622.00 | up to 750 sq. ft. |  | \$882.19 | 0\% | \$882.00 | \$260 |
| 31 | Greenhouse (non- commercial) | 372.00 | each |  | \$395.28 | 0\% | \$395.00 | \$23 |
| 32 | Insulation | 207.00 | each |  | \$228.34 | 0\% | \$228.00 | \$21 |
| 33 | Lighting pole | 404.00 | each |  | \$433.81 | 0\% | \$433.00 | \$29 |
| 34 | Each additional pole | 57.00 | each |  | \$61.65 | 1\% | \$61.00 | \$4 |
| 35 | Partition-Commercial, Interior | 252.00 | up to $30 \mathrm{lin} . \mathrm{ft}$. |  | \$540.09 | 30\% | \$378.00 | \$126 |
| 36 | Additional partition | 13.00 | each $30 \mathrm{lin} . \mathrm{ft}$. |  | \$94.97 | 80\% | \$19.00 | \$6 |
| 37 | Partition-Residential, Interior | 252.00 | up to $30 \mathrm{lin} . \mathrm{ft}$. |  | \$540.09 | 30\% | \$378.00 | \$126 |
| 38 | Additional partition | 13.00 | each $30 \mathrm{lin} . \mathrm{ft}$. |  | \$94.97 | 80\% | \$19.00 | \$6 |
| 39 | Patio Cover without calcs | 584.00 | per 300 sq.ft. |  | \$619.60 | 0\% | \$619.00 | \$35 |
| 40 | Patio Cover with calcs | 685.00 | per 300 sq.ft. |  | \$720.06 | 0\% | \$720.00 | \$35 |
| 41 | Photovoltaic System | 378.00 | per system |  | \$398.85 | 0\% | \$398.00 | \$20 |
|  | Pile Foundation |  |  |  |  |  |  |  |
| 42 | Cast in place concrete (first 10 piles) | 548.00 | up to 10 |  | \$573.60 | 0\% | \$573.00 | \$25 |
| 43 | Additional Piles (increments of 10) | 109.00 | each 10 |  | \$115.75 | 1\% | \$115.00 | \$6 |
| 44 | Driven (steel, pre-stressed concrete) | 563.00 | up to 10 |  | \$588.94 | 0\% | \$588.00 | \$25 |
| 45 | Additional Piles (increments of 10) | 125.00 | each 10 |  | \$131.09 | 0\% | \$131.00 | \$6 |
| 46 | Pre- Plan Check Appointments (first hour) | 177.00 | each |  | \$211.74 | 0\% | \$211.00 | \$34 |
| 47 | Pre-Plan Check appt (each add'I1/2 hour) | 88.00 | each |  | \$105.87 | 1\% | \$105.00 | \$17 |
|  | Remodel-Residential |  |  |  |  |  |  |  |
| 48 | 500 sq.ft. | 748.00 | up to 500 sq.ft. |  | \$789.53 | 0\% | \$789.00 | \$41 |
| 49 | Additional Remodel | 43.00 | each 100 sq. ft. |  | \$53.85 | 2\% | \$53.00 | \$10 |
|  | Re-roof |  |  |  |  |  |  |  |
| 50 | Tile/Shake- first 500 sq.ft. | 240.00 | up to 500 sq. ft. |  | \$265.30 | 0\% | \$265.00 | \$25 |
| 51 | each additional100 sq.ft. | 13.00 | each 100 sq. ft. |  | \$48.65 | 61\% | \$19.00 | \$6 |
| 52 | Camp/Metal- first 500 sq.ft. | 240.00 | up to 500 sq. Ft. |  | \$265.30 | 0\% | \$265.00 | \$25 |
| 53 | each additional 100 sq.ft. | 13.00 | each 100 sq. ft. |  | \$48.65 | 61\% | \$19.00 | \$6 |
| 54 | Roof Structure Replacement | 648.00 | up to 500 sq.ft. |  | \$681.57 | 0\% | \$681.00 | \$33 |
| 55 | each additional space 100 sq.ft. | 54.00 | each 100 sq. ft. |  | \$58.79 | 1\% | \$58.00 | \$4 |
| 56 | Residential Re- Plumb (Flat Rate) | 130.00 | each unit |  | \$151.38 | 0\% | \$151.00 | \$21 |
| 57 | Residential Re-Wire (Flat Rate) | 130.00 | each unit |  | \$151.38 | 0\% | \$151.00 | \$21 |



| 1. | Building |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  | Window or Sliding Glass Door |  |  |  |
| 85 | New Window (Non-Structural) | 252.00 | each |  |
| 86 | Each additional (Non-Structural) | 40.00 | each |  |
| 87 | New Window Structural | 382.00 | each |  |
| 88 | Each additional structural | 40.00 | each |  |
| 89 | Repair/Replace-First 10 Windows (Retro-fit Windows) | 219.00 | 1 thru 10 |  |
| 90 | Repair/Replace-Each additional 5 (Retro-fit Windows) | 42.00 | Increments of 5 |  |
| 91 | Plan Change and/or Review (Standard Hourly Rate) | 170.00 |  |  |
| 92 | Research | Hourly rate of personnel | per 1/2 hour |  |
| 93 | Supplemental Inspection Fee | 100.00 | flat | per hour |
| 94 | Emergency (Non- Scheduled) Call- Out Fee | 354.00 | 4 hours |  |
| 95 | After Hours (Scheduled) Call- Out Fee | 184.00 | 2 hours |  |
| 96 | Each additional hour | 100.00 | per hour |  |
| 97 | Pubic Records Act Copies | Refer to City Clerk Fees |  |  |
| 98 | Duplication of Building Plans | 98.73 |  |  |
| 99 | Certificate of Occupancy | 60.00 | Each |  |
| 100 | Certificate of Occupancy (Duplicate) | 49.00 | Each |  |
| 101 | Temporary Certificate of Occupancy | 187.00 | Each |  |
| 102 | Job Card Replacement | 36.00 | Each |  |
| 103 | Refund Processing | 105.00 | Each |  |
| 104 | Change of Contractor/Architect or Owner | 128.00 | Each |  |
| 105 | Product Review | 82.00 | Each |  |
| 106 | Request/Research for alternative methods | 154.86 | Per Hour | Min. 1 Hour |
| 107 | Additional Plan Check Fee after Third Submittal | 154.86 | Each |  |
| 108 | Supplemental Plan Check/Plan Change | 154.86 | Per Hour |  |
| 109 | Trash Enclosure | 346.00 | Each |  |
| 110 | Commercial Coach (Construction/Temporary Trailers) | 219.00 | Each |  |
| 111 | Modular Structures | 722.00 | Each |  |
|  | Mezzanine |  |  |  |
| 112 | First 500 Square Feet | 500.00 | Each |  |
| 113 | Each additional 500 Square Feet | 42.40 | Each |  |
|  | Electrical Vehicle Charging Station |  |  |  |
| 114 | Residential (SFD or Duplex) | 219.00 | Each |  |
| 115 | Commercial or Multifamily Residential | 219.00 | First |  |
| 116 | Commercial or Multifamily Residential | 42.00 | Each Additional |  |


|  |  |  |  |
| :---: | :---: | :---: | :---: |
| \$446.84 | 15\% | \$378.00 | \$126 |
| \$53.33 | 16\% | \$45.00 | \$5 |
| \$515.77 | 22\% | \$400.00 | \$18 |
| \$53.33 | 1\% | \$53.00 | \$13 |
| \$264.22 | 13\% | \$230.00 | \$11 |
| \$46.31 | 3\% | \$45.00 | \$3 |
| \$178.74 | 0\% | \$178.00 | \$8 |
| Variable | NA | Hourly Rate of Persnnnel | \$0 |
| \$112.21 | 0\% | \$112.00 | \$12 |
| \$390.09 | 0\% | \$390.00 | \$36 |
| \$204.84 | 0\% | \$204.00 | \$20 |
| \$112.21 | 0\% | \$112.00 | \$12 |
| Variable | NA | Refer to City Clerk Fees | \$0 |
| \$124.52 | 21\% | \$98.73 | \$0 |
| \$94.23 | 36\% | \$60.00 | \$0 |
| \$55.06 | 11\% | \$49.00 | \$0 |
| \$266.54 | 30\% | \$187.00 | \$0 |
| \$42.74 | 16\% | \$36.00 | \$0 |
| \$149.29 | 30\% | \$105.00 | \$0 |
| \$149.29 | 14\% | \$128.00 | \$0 |
| \$90.53 | 9\% | \$82.00 | \$0 |
| \$166.96 | 7\% | \$154.86 | \$0 |
| \$159.15 | 3\% | \$154.86 | \$0 |
| \$159.15 | 3\% | \$154.86 | \$0 |
| \$426.32 | 12\% | \$375.00 | \$29 |
| \$287.38 | 13\% | \$250.00 | \$31 |
| \$767.78 | 2\% | \$750.00 | \$28 |
| \$542.73 | 8\% | \$500.00 | \$0 |
| \$46.31 | 8\% | \$42.40 | \$0 |
| \$287.38 | 22\% | \$225.00 | \$6 |
| \$287.38 | 22\% | \$225.00 | \$6 |
| \$185.88 | 73\% | \$50.00 | \$8 |

No changes proposed for Building Permit Fees for Construction tables, City Clerk fees, or Community Services fees

| IV. Engineering |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Engineering Fees |  |  |  |  |
| \# | Description | Current Fee/Charge | Unit | Notes |
| 1 | Record of Survey | 420.00 |  |  |
| 2 | Encroachment Agreement | 500.00 |  |  |
| 3 | Special Driveway Permit | 500.00 |  |  |
| 4 | Easement Dedication | 500.00 |  |  |
| 5 | Lot Line Adjustment | 1,100.00 |  |  |
| 6 | Ice Cream Truck Inspection Fee | 50.00 |  |  |
| 7 | Sidewalk Vendor License | 50.00 |  |  |
| 8 | Inflatable Jumper Permit | 25.00 |  |  |
| 9 | Flood Hazard Area Permit | 350.00 |  |  |
| 10 | Minor Construction Permit | 330.00 |  |  |
| 11 | Minor Utility Company Permit | 420.00 |  |  |
| 12 | Major Utility Company Permit Tier 1 (less than 1500 If trenching) | 700.00 |  |  |
| 13 | Major Utility Company Permit Tier 2 (1500 If-3000 If trenching) | 1,400.00 |  |  |
| 14 | Notice of Violation | Actual Cost |  |  |
| 15 | Sewer Connection Fee | 1,200.00 |  |  |
| 16 | Industrial Waste Disposal Permit | 690.00 |  |  |
| 17 | Batch Discharge Request | 130.00 |  |  |
| 18 | Transportation Permit (Oversized Vehicles) | 16-Single <br> Trip/90 annual |  |  |
| 19 | FEMA Certificate of Elevation | 100.00 |  |  |
| 20 | Dumpster Permit | 25.00 |  |  |
| 21 | Activate the Right of Way Program (For outdoor displays and café style seating) | 50.00 |  |  |
| 22 | Construction Permit Renewal Fee | 50.00 |  |  |
| 23 | Sewer Discharge Renewal Fee | 100.00 |  |  |
| 24 | Other Engineering Review Services | Actual Cost |  |  |
| 25 | Other Engineering Inspection Services | Actual Cost |  |  |
| 26 | Project Initiation Fee | Actual Cost |  |  |
| 27 | Addressing of New or Existing Buildings | 196.00 | Per Hour | Min. 1 Hour |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost |  |  | Subsidy \% |
| Suggested Fee | Fee $\Delta$ |  |  |
| $\$ 636.43$ | $34 \%$ | $\$ 420.00$ | $\$ 0$ |
| $\$ 690.36$ | $0 \%$ | $\$ 690.00$ | $\$ 190$ |
| $\$ 690.36$ | $0 \%$ | $\$ 690.00$ | $\$ 190$ |
| $\$ 690.36$ | $0 \%$ | $\$ 690.00$ | $\$ 190$ |
| $\$ 1,709.79$ | $24 \%$ | $\$ 1,300.00$ | $\$ 200$ |
| $\$ 104.49$ | $52 \%$ | $\$ 50.00$ | $\$ 0$ |
| NA | NA | $\$ 50.00$ | $\$ 0$ |
| $\$ 76.84$ | $67 \%$ | $\$ 25.00$ | $\$ 0$ |
| $\$ 1,063.88$ | $53 \%$ | $\$ 500.00$ | $\$ 150$ |
| $\$ 541.42$ | $17 \%$ | $\$ 450.00$ | $\$ 120$ |
| $\$ 678.99$ | $26 \%$ | $\$ 500.00$ | $\$ 80$ |
| $\$ 1,127.71$ | $11 \%$ | $\$ 1,000.00$ | $\$ 300$ |
| $\$ 2,255.43$ | $11 \%$ | $\$ 2,000.00$ | $\$ 600$ |
| NA | NA | Actual Cost | $\$ 0$ |
| $\$ 2,486.94$ | $40 \%$ | $\$ 1,500.00$ | $\$ 300$ |
| $\$ 1,063.88$ | $15 \%$ | $\$ 900.00$ | $\$ 210$ |
| $\$ 213.72$ | $6 \%$ | $\$ 200.00$ | $\$ 70$ |
| NA | NA | $\$ 16-$ Single | $\$ 0$ |
| $\$ 161.48$ | $23 \%$ | $\$ 125.00$ | $\$ 25$ |
| $\$ 52.25$ | $33 \%$ | $\$ 35.00$ | $\$ 10$ |
| $\$ 226.24$ | $78 \%$ | $\$ 50.00$ | $\$ 0$ |
| $\$ 104.49$ | $43 \%$ | $\$ 60.00$ | $\$ 10$ |
| NA | NA | $\$ 100.00$ | $\$ 0$ |
| NA | NA | Actual Cost | $\$ 0$ |
| NA | NA | Actual Cost | $\$ 0$ |
| NA | NA | Actual Cost | $\$ 0$ |
| $\$ 220.23$ | $0 \%$ | $\$ 220.00$ | $\$ 24$ |
|  |  |  |  |


| IV. | Engineering |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Parking Fees (Excludes Specific Plan Areas and Specific Districts |  |  |  |  |
| \# | Description | Current Fee/Charge | Unit | Notes |
| 1 | Annual Parking District Renewal | 30.00 |  |  |
| 2 | Temporary Parking Permit | 2.00 |  |  |
| 3 | RV Parking Permit | 2.00 |  |  |
| Sewer Capacity Fees |  |  |  |  |
| \# | Description | Current Fee/Charge | Unit | Notes |
| 1 | District Service Fee Equivalent Dwelling Unit Of 280 GPD | 1,930.00 |  |  |
| 2 | Apartment House/Duplex 1 Bedroom Unit | 1,160.00 |  |  |
| 3 | Apartment House/Duplex 2 Bedroom Unit | 1,450.00 |  |  |
| 4 | Apartment House/Duplex 3 Bedroom Unit | 1,930.00 |  |  |
| 5 | Apartment House/Duplex Each Bedroom in excess of 3 Bedrooms | 480.00 |  |  |
| 6 | Condominiums Each Individual Unit | 1,930.00 |  |  |
| 7 | Hotels/Motels/Auto Courts per living unit w/o kitchen | 530.00 |  |  |
| 8 | Hotels/Motels/Auto Courts per living unit w/kitchen | 960.00 |  |  |
| 9 | Churches per Seating Unit of 150 or any fraction thereof | 2,570.00 |  |  |
| 10 | Restaurants No Seating (Drive Thru/Take Out) | 5,160.00 |  |  |
| 11 | Restaurants With Seating per each unit of 7 seats or fraction thereof | 1,930.00 |  |  |
| 12 | Yogurt Shoppe | 1,740.00 |  |  |
| 13 | Automobile Service Stations Not more than 4 pumps | 3,860.00 |  |  |
| 14 | Automobile Service Stations more than 4 pumps | 5,800.00 |  |  |
| 15 | Self-Service Laundry per Each Washer | 1,450.00 |  |  |
| 16 | Mobile Home Parks per Each Trailer Space | 1,450.00 |  |  |
| 17 | Stores/Offices/Business/Small Industrial not listed | 1,930.00 |  |  |
| 18 | All Others not listed see Formula J (Engineering to Calculate) | Based on Formula J |  | Formula J=Number of Units X Unit Equivalent \% X 280 GPD X 6.9 |


| NATIONAL CITY <br> Cosemphate |  |  |  |
| :---: | :---: | :---: | :---: |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\Delta$ |
| \$38.42 | 9\% | \$35.00 | \$5 |
| NA | NA | \$2.00 | \$0 |
| NA | NA | \$2.00 | \$0 |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\Delta$ |
| NA | NA | \$1,930.00 | \$0 |
| NA | NA | \$1,160.00 | \$0 |
| NA | NA | \$1,450.00 | \$0 |
| NA | NA | \$1,930.00 | \$0 |
| NA | NA | \$480.00 | \$0 |
| NA | NA | \$1,930.00 | \$0 |
| NA | NA | \$530.00 | \$0 |
| NA | NA | \$960.00 | \$0 |
| NA | NA | \$2,570.00 | \$0 |
| NA | NA | \$5,160.00 | \$0 |
| NA | NA | \$1,930.00 | \$0 |
| NA | NA | \$1,740.00 | \$0 |
| NA | NA | \$3,860.00 | \$0 |
| NA | NA | \$5,800.00 | \$0 |
| NA | NA | \$1,450.00 | \$0 |
| NA | NA | \$1,450.00 | \$0 |
| NA | NA | \$1,930.00 | \$0 |
| NA | NA | Based on Formula J | \$0 |


| IV. Engineering |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Storm Water and Fats, Oils, and Grease (FOG) fees |  |  |  |  |
| \# | Description | Current Fee/Charge | Unit | Notes |
| 1 | FOG (Self-Verification) | 40.00 |  |  |
| 2 | FOG (Inspection) | 130.00 |  |  |
| 3 | Storm Water Basic Inspection | 50.00 |  |  |
| 4 | Storm Water Individual Inspection <2 acres | 150.00 |  |  |
| 5 | Stormwater Individual Inspection >2 acres | 200.00 |  |  |
| 6 | Corrective action letter | 125.00 |  |  |
| 7 | Notice of Violation | 250.00 |  |  |
| 8 | Citation | Full Cost Tim \& Materials |  |  |

Structural Best Management Practices

| $\#$ | Description | Current <br> Fee/Charge | Unit | Notes |
| :--- | :--- | :--- | :--- | :--- |
| 1 | Maintenance Verification Form (Self-Verification) | 60.00 |  |  |
| 2 | Maintenance Verification Form (follow-up) | 80.00 |  |  |
| 3 | Structural BMPs Inspection for project with <10 BMPs - <br> High priority project \& No Response | 250.00 |  |  |
| 4 | Structural BMPs Inspection for project with >10 BMPs <br> High priority project \& No Response | 350.00 |  |  |
| 5 | Structural BMPs Deficiency (Notice + Follow-up) | 150.00 |  |  |
| 6 | NOV | 300.00 |  |  |
| 7 | Citation | Full Cost Time <br> $\&$ Materials |  |  |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\Delta$ |
| $\$ 60.00$ | $0 \%$ | $\$ 60.00$ | 0 |
| $\$ 80.00$ | $0 \%$ | $\$ 80.00$ | 0 |
| $\$ 250.00$ | $0 \%$ | $\$ 250.00$ | 0 |
| $\$ 350.00$ | $0 \%$ | $\$ 350.00$ | 0 |
| $\$ 150.00$ | $0 \%$ | $\$ 150.00$ | 0 |
| $\$ 300.00$ | $0 \%$ | $\$ 300.00$ | 0 |
| NA | NA | Full Cost Time $\&$ <br> Materials | 0 |

Contract or 3rd party work will be charged at Actual Cost and incur a $25 \%$ Admin overhead for staff support. NOTES: Larger Private Development Projects will be charged thru T\&A Deposit Accounts; subject to 25\% Administrative overhead. Engineering to coordinate with Building regarding Engineering Plan Check and Inspections for Building Permits.

| Finance Fees |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| \# | Description | Current Fee/Charge | Unit | Notes |
| 1 | Pet License Admin Fee | 26.00 | per animal |  |
| 2 | Business License Duplicate | 11.00 |  |  |
| 3 | Business License Name Change | 14.00 |  |  |
| 4 | Non-compliant Audit | 22.00 |  |  |
| 5 | Business License Change of Location within City Small | 75.00 |  |  |
| 6 | Business License Change of Location within City Medium | 90.00 |  |  |
| 7 | Business License Change of Location within City - Large | 100.00 |  |  |
| 8 | New Business License Processing (small) | 75.00 |  |  |
| 9 | New Business License Processing (medium) | 90.00 |  |  |
| 10 | New Business License Processing (large) | 100.00 |  |  |
| 11 | Used Dealer State License Processing | 58.00 |  |  |
| 13 | Certified Business License List | 15.00 |  |  |
| 14 | Return Check 1-10 days | 25.00 |  |  |
| 15 | Return Check 10 or more days | 35.00 |  |  |
| 16 | Return Check - each addt'l 10 days | 10.00 |  |  |
| 17 | Inspection Fee (field, including Temporary Use Permit) | 35.00 |  |  |
| 18 | Temporary Use Permit (TUP) Review | 10.00 |  |  |
| 19 | Garage Sales Permit | 7.00 |  |  |
| 20 | Business License Appeals | 31.00 |  |  |
| 21 | Department of Consumer Affairs Public Records Act (PRA) Copies | Per City Clerk's Fee |  |  |
| 22 | Credit card convenience fee | Actual Cost |  |  |
| 23 | E-check convenience fee | Actual Cost |  |  |


|  |  |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :---: | :---: | :---: | :---: |
|  |  |  | Full Cost |  | Subsidy $\%$ | Suggested Fee | Fee $\Delta$ |
| $\$ 42.77$ | $30 \%$ | $\$ 30.00$ | $\$ 4$ |  |  |  |  |
| $\$ 14.26$ | $2 \%$ | $\$ 14.00$ | $\$ 3$ |  |  |  |  |
| $\$ 17.11$ | $1 \%$ | $\$ 17.00$ | $\$ 3$ |  |  |  |  |
| $\$ 28.51$ | $2 \%$ | $\$ 28.00$ | $\$ 6$ |  |  |  |  |
| $\$ 252.53$ | $56 \%$ | $\$ 112.00$ | $\$ 37$ |  |  |  |  |
| $\$ 399.52$ | $60 \%$ | $\$ 160.00$ | $\$ 70$ |  |  |  |  |
| $\$ 546.51$ | $63 \%$ | $\$ 200.00$ | $\$ 100$ |  |  |  |  |
| $\$ 281.04$ | $73 \%$ | $\$ 75.00$ | $\$ 0$ |  |  |  |  |
| $\$ 428.03$ | $79 \%$ | $\$ 90.00$ | $\$ 0$ |  |  |  |  |
| $\$ 575.02$ | $83 \%$ | $\$ 100.00$ | $\$ 0$ |  |  |  |  |
| $\$ 74.77$ | $1 \%$ | $\$ 74.00$ | $\$ 16$ |  |  |  |  |
| $\$ 18.82$ | $4 \%$ | $\$ 18.00$ | $\$ 3$ |  |  |  |  |
| NA | NA | $\$ 25.00$ | $\$ 0$ |  |  |  |  |
| NA | NA | $\$ 35.00$ | $\$ 0$ |  |  |  |  |
| NA | NA | $\$ 10.00$ | $\$ 0$ |  |  |  |  |
| $\$ 42.77$ | $2 \%$ | $\$ 42.00$ | $\$ 7$ |  |  |  |  |
| $\$ 14.26$ | $16 \%$ | $\$ 12.00$ | $\$ 2$ |  |  |  |  |
| $\$ 11.40$ | $12 \%$ | $\$ 10.00$ | $\$ 3$ |  |  |  |  |
| $\$ 38.20$ | $1 \%$ | $\$ 38.00$ | $\$ 7$ |  |  |  |  |
| NA | NA | Per City | $\$ 0$ |  |  |  |  |
| Clerk's Fee | $\$ 0$ |  |  |  |  |  |  |
| NA | NA | Actual Cost | $\$ 0$ |  |  |  |  |
| NA | NA | Actual Cost | NA |  |  |  |  |
|  |  |  |  |  |  |  |  |


| \# | Description | Current <br> Fee/Charge | Unit | Notes |
| :---: | :---: | :---: | :---: | :---: |
|  | Commercial/Multi-Family Residential |  |  |  |
| 1 | Plan Review: Sprinklers/New (less than 20,000 sf) | 1,088.00 |  |  |
| 2 | Plan Review: Sprinklers/New (20,001-45,000 sf) | 1,250.00 |  |  |
| 3 | Plan Review: Sprinklers/New (45,5001-80,000 sf) | 1,893.00 |  |  |
| 4 | Plan Review: Sprinklers/New (80,001-100,000 sf) | 2,246.00 |  |  |
| 5 | Plan Review: Sprinklers/New ( $100,000+$ sf) | 3,114.00 |  |  |
| 6 | Each additional 10 units or fraction thereof | 311.00 |  |  |
| 7 | Plan Review: Sprinklers/Improvement (less than 20,000 sf) | 735.00 |  |  |
| 8 | Plan Review: Sprinklers/Improvement (20,001-45,000 sf) | 898.00 |  |  |
| 9 | Plan Review: Sprinklers/Improvement (45,001-80,000 sf) | 1,527.00 |  |  |
| 10 | Plan Review: Sprinklers/Improvement (80,001-100,000 sf) | 1,899.00 |  |  |
| 11 | Plan Review: Sprinklers/Improvement (100,000 + sf) | 2,380.00 |  |  |
| 12 | Each additional 10 units or fraction thereof | 238.00 |  |  |
|  | Residential (Single Family) |  |  |  |
| 13 | Plan Review: Sprinklers New (less than 3,000 sf) | 449.00 |  |  |
| 14 | Plan Review: Sprinklers New (more than 3,000 sf) | 530.00 |  |  |
| 15 | Plan Review: Sprinklers Tenant Improvement (less than 3,000 sf) | 367.00 |  |  |
| 16 | Plan Review: Sprinklers Tenant Improvement (more than 3,000 sf) | 449.00 |  |  |
| 17 | Plan Review: Fire Alarm System New (less than 20,000 sf) | 735.00 |  |  |
| 18 | Plan Review: Fire Alarm System New ( $20,001-45,000 \mathrm{sf}$ ) | 1,041.00 |  |  |
| 19 | Plan Review: Fire Alarm System New ( $45,001-80,000 \mathrm{sf}$ ) | 1,365.00 |  |  |
| 20 | Plan Review: Fire Alarm System New (80,001-100,000sf) | 1,731.00 |  |  |
| 21 | Plan Review: Fire Alarm System New (100,000 + sf) | 2,056.00 |  |  |
| 22 | Each additional 10 units or fraction thereof | 205.00 |  |  |
| 23 | Plan Review: Fire Alarm System/Improvement (less than 20,000 sf) | 449.00 |  |  |
| 24 | Plan Review: Fire Alarm System/Improvement (20,001-45,000 sf) | 611.00 |  |  |
| 25 | Plan Review: Fire Alarm System/Improvement (45,001-80,000 sf) | 935.00 |  |  |
| 26 | Plan Review: Fire Alarm System/Improvement (80,001 - 100,000 sf) | 1,355.00 |  |  |
| 27 | Plan Review: Fire Alarm System/Improvement ( $100,000+$ sf) | 1,679.00 |  |  |
| 28 | Each additional 10 units or fraction thereof | 167.00 |  |  |


| Full Cost | Subsidy $\%$ | Suggested Fee | Fee $\Delta$ |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
| $\$ 1,200.73$ | $0 \%$ | $\$ 1,200.00$ | $\$ 112$ |
| $\$ 1,380.92$ | $0 \%$ | $\$ 1,380.00$ | $\$ 130$ |
| $\$ 2,095.53$ | $0 \%$ | $\$ 2,095.00$ | $\$ 202$ |
| $\$ 2,484.82$ | $0 \%$ | $\$ 2,484.00$ | $\$ 238$ |
| $\$ 3,443.60$ | $0 \%$ | $\$ 3,443.00$ | $\$ 329$ |
| $\$ 344.36$ | $0 \%$ | $\$ 344.00$ | $\$ 33$ |
| $\$ 811.44$ | $0 \%$ | $\$ 811.00$ | $\$ 76$ |
| $\$ 991.63$ | $0 \%$ | $\$ 991.00$ | $\$ 93$ |
| $\$ 1,691.50$ | $0 \%$ | $\$ 1,691.00$ | $\$ 164$ |
| $\$ 2,101.70$ | $0 \%$ | $\$ 2,101.00$ | $\$ 202$ |
| $\$ 2,636.11$ | $0 \%$ | $\$ 2,636.00$ | $\$ 256$ |
| $\$ 263.61$ | $0 \%$ | $\$ 263.00$ | $\$ 25$ |
|  |  |  |  |
| $\$ 495.82$ | $0 \%$ | $\$ 495.00$ | $\$ 46$ |
| $\$ 585.91$ | $0 \%$ | $\$ 585.00$ | $\$ 55$ |
| $\$ 405.72$ | $0 \%$ | $\$ 405.00$ | $\$ 38$ |
| $\$ 495.82$ | $0 \%$ | $\$ 495.00$ | $\$ 46$ |
| $\$ 811.44$ | $0 \%$ | $\$ 811.00$ | $\$ 76$ |
| $\$ 1,150.92$ | $0 \%$ | $\$ 1,150.00$ | $\$ 109$ |
| $\$ 1,511.31$ | $0 \%$ | $\$ 1,511.00$ | $\$ 146$ |
| $\$ 1,915.33$ | $0 \%$ | $\$ 1,915.00$ | $\$ 184$ |
| $\$ 2,275.72$ | $0 \%$ | $\$ 2,275.00$ | $\$ 219$ |
| $\$ 227.57$ | $0 \%$ | $\$ 227.00$ | $\$ 22$ |
| $\$ 495.82$ | $0 \%$ | $\$ 495.00$ | $\$ 46$ |
| $\$ 676.01$ | $0 \%$ | $\$ 676.00$ | $\$ 65$ |
| $\$ 1,036.40$ | $0 \%$ | $\$ 1,036.00$ | $\$ 101$ |
| $\$ 1,501.34$ | $0 \%$ | $\$ 1,501.00$ | $\$ 146$ |
| $\$ 1,861.73$ | $0 \%$ | $\$ 1,861.00$ | $\$ 182$ |
| $\$ 186.17$ | $0 \%$ | $\$ 186.00$ | $\$ 19$ |

## vi. Fire

| \# | Description | $\begin{array}{\|c\|} \hline \text { Current } \\ \text { Fee/Charge } \\ \hline \end{array}$ | Unit | Notes |
| :---: | :---: | :---: | :---: | :---: |
|  | Residential (Single Family) |  |  |  |
| 29 | Plan Review: Fire Sprinkler Underground Piping | 828.00 |  |  |
| 30 | Plan Review: Fire Protection System/Improvement (hood systems and piping replacement | 898.00 |  |  |
| 31 | Plan Review: Underground/Aboveground Piping Repairs | 735.00 |  |  |
| 32 | Plan Review: Underground Tank Removal | 879.00 |  |  |
| 33 | Plan Review: Underground Tank Installation | 1,506.00 |  |  |
| 34 | Plan Review: Aboveground Tank Installation | 1,250.00 |  |  |
| 35 | Plan Review: Aboveground Tank, Removal | 735.00 |  |  |
|  | California Fire Code (CPC): Canopy |  |  |  |
| 36 | 0-400 sf | 0.00 |  |  |
| 37 | 401-500 sf | 353.00 |  |  |
| 38 | 501-600 sf | 394.00 |  |  |
| 39 | 601-700 sf | 515.00 |  |  |
|  | CFC: Tent |  |  |  |
| 40 | 0-200 sf | 300.00 |  |  |
| 41 | 201+ sf | 600.00 |  |  |
| 42 | Carnival and Fairs (Single Day) | 515.00 |  |  |
| 43 | Carnival and Fairs (Multiple Day) | 1,031.00 |  |  |
| 44 | CFC: Fireworks, Barge Loading* | 515.00 |  |  |
| 45 | CFC: Fireworks Permit | 545.00 |  |  |
| 46 | *Fireworks Inspection fee. (Additional hours after the first two hour is billed at $\$ 163.00$ per hour). | 324.00 |  |  |
| 47 | CFC: Hydrant Use | 150.00 |  |  |
| 48 | CFC: Private Fire Hydrant Installation | 523.00 |  |  |
|  | CFC: Permit (See Attached List) |  |  |  |
| 49 | Annual Fire Inspection Hazardous Occupancy | 434.00 |  |  |
| 50 | New CFC Operational Permits | 191.00 |  |  |
| 51 | Fire Training | 191.00 |  |  |
| 52 | Special Services | 191.00 |  |  |
| 53 | Hot Work (Week Daily Permit Building Construction) | 219.00 |  |  |
| 54 | Marine Fueling Inspection | 315.00 |  |  |
| 55 | False Alarm Response | 803.00 |  |  |
| 56 | Complaints - Noncompliance | 383.00 |  |  |


| Full Cost | Subsidy $\%$ | Suggested Fee | Fee $\Delta$ |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
| $\$ 1,590.02$ | $22 \%$ | $\$ 1,242.00$ | $\$ 414$ |
| $\$ 991.63$ | $0 \%$ | $\$ 991.00$ | $\$ 93$ |
| $\$ 811.44$ | $0 \%$ | $\$ 811.00$ | $\$ 76$ |
| $\$ 970.72$ | $0 \%$ | $\$ 970.00$ | $\$ 91$ |
| $\$ 1,741.31$ | $0 \%$ | $\$ 1,741.00$ | $\$ 235$ |
| $\$ 1,380.92$ | $0 \%$ | $\$ 1,380.00$ | $\$ 130$ |
| $\$ 811.44$ | $0 \%$ | $\$ 811.00$ | $\$ 76$ |
|  |  |  |  |
| NA | NA | $\$ 0.00$ | $\$ 0$ |
| $\$ 391.27$ | $0 \%$ | $\$ 391.00$ | $\$ 38$ |
| $\$ 436.32$ | $0 \%$ | $\$ 436.00$ | $\$ 42$ |
| $\$ 571.46$ | $0 \%$ | $\$ 571.00$ | $\$ 56$ |
|  |  |  |  |
| $\$ 391.27$ | $0 \%$ | $\$ 391.00$ | $\$ 91$ |
| $\$ 751.66$ | $0 \%$ | $\$ 751.00$ | $\$ 151$ |
| $\$ 571.46$ | $10 \%$ | $\$ 515.00$ | $\$ 0$ |
| $\$ 1,142.92$ | $10 \%$ | $\$ 1,031.00$ | $\$ 0$ |
| $\$ 571.46$ | $0 \%$ | $\$ 571.00$ | $\$ 56$ |
| $\$ 602.34$ | $0 \%$ | $\$ 602.00$ | $\$ 57$ |
| $\$ 360.39$ | $0 \%$ | $\$ 360.00$ | $\$ 36$ |
| $\$ 239.98$ | $6 \%$ | $\$ 225.00$ | $\$ 75$ |
| $\$ 676.01$ | $0 \%$ | $\$ 676.00$ | $\$ 153$ |
|  |  |  |  |
| $\$ 481.36$ | $0 \%$ | $\$ 481.00$ | $\$ 47$ |
| $\$ 211.07$ | $0 \%$ | $\$ 211.00$ | $\$ 20$ |
| $\$ 211.07$ | $0 \%$ | $\$ 211.00$ | $\$ 20$ |
| $\$ 211.07$ | $0 \%$ | $\$ 211.00$ | $\$ 20$ |
| $\$ 239.98$ | $0 \%$ | $\$ 239.00$ | $\$ 20$ |
| $\$ 344.53$ | $0 \%$ | $\$ 344.00$ | $\$ 29$ |
| $A$ | NA | $\$ 803.00$ | $\$ 0$ |
| $\$ 422.14$ | $0 \%$ | $\$ 422.00$ | $\$ 39$ |
|  |  |  |  |


| VI. Fire |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| \# | Description | $\begin{array}{\|c\|} \hline \text { Current } \\ \text { Fee/Charge } \end{array}$ | Unit | Notes |
| 57 | Fire Clearance Inspections | 176.89 |  | Fire Clearance Inspection required for approval of applicant licenses, such as those required by private, county, state, or federal agencies per code. This fee may be required in addition to other applicable fees found within the fee schedule |
| 58 | Fire Safety Re-inspection/Multiple Inspection Fee | 275.00 |  |  |
| 59 | Fire Department Standby (Additional hours after the first two hour is billed at $\$ 191.00$ per hour). | 300.00 |  |  |
| 60 | Technical Services/After-Hour Technical Inspection Fee | 191.00 |  |  |
| 61 | Copies ( $\$ 1.00 /$ first page and $\$ 0.15$ for each page after) | Actual Cost |  |  |
| 62 | CFC: Operational Permit (Commodity Report) - Hourly Fee | 477.00 |  |  |
| 63 | Knox Box Request/Application | 84.00 |  |  |
| 64 | Health Care Facility Inspection - 0-20 Beds | 84.00 |  | Convalescent Hospitals, nursing homes, homes for the aged, sanitariums and like institutional occupancies. |
| 65 | Health Care Facility Inspection - 21-50 Beds | 126.00 |  | Convalescent Hospitals, nursing homes, homes for the aged, sanitariums and like institutional occupancies. |
| 66 | Health Care Facility Inspection - 51-100 Beds | 210.00 |  | Convalescent Hospitals, nursing homes, homes for the aged, sanitariums and like institutional occupancies. |
| 67 | Health Care Facility Inspection - each additional 25 beds in excess of 100 beds (or fraction thereof) | 84.00 |  |  |
| 68 | Hospital Inspection- each additional 50 beds in excess of 250 beds (or fraction thereof) | 126.00 |  |  |
| 69 | Residential License Care/Large Family Day Care Inspection | 155.00 |  | Pre-inspections for residential care facilities (H\&S Code). This includes community care facilities, residential care facilities for the elderly or child day care facilities. |
| 70 | Residential Apartment Complexes Inspection - 4-50 Units | 155.00 |  |  |
| 71 | Residential Apartment Complexes Inspection - 51-100 Units | 239.00 |  |  |
| 72 | Residential Apartment Complexes Inspection - 101-150 Units | 324.00 |  |  |
| 73 | Residential Apartment Complexes Inspection - 151-200 Units | 408.00 |  |  |
| 74 | Residential Apartment Complexes Inspection - Each additional 50 units (or fraction thereof) | 84.00 |  |  |


| Full Cost | Subsidy \% | Suggested Fee | Fee $\Delta$ |
| :---: | :---: | :---: | :---: |
| \$195.63 | 0\% | \$195.00 | \$18 |
| \$309.06 | 0\% | \$309.00 | \$34 |
| \$418.20 | 0\% | \$418.00 | \$118 |
| \$211.07 | 0\% | \$211.00 | \$20 |
| NA | NA | Actual Cost | \$0 |
| \$524.72 | 0\% | \$524.00 | \$47 |
| \$97.99 | 1\% | \$97.00 | \$13 |
| \$97.99 | 1\% | \$97.00 | \$13 |
| \$146.99 | 1\% | \$146.00 | \$20 |
| \$244.98 | 0\% | \$244.00 | \$34 |
| \$97.99 | 1\% | \$97.00 | \$13 |
| \$783.94 | 76\% | \$189.00 | \$63 |
| \$177.87 | 0\% | \$177.00 | \$22 |
| \$177.87 | 0\% | \$177.00 | \$22 |
| \$275.86 | 0\% | \$275.00 | \$36 |
| \$373.85 | 0\% | \$373.00 | \$49 |
| \$471.84 | 0\% | \$471.00 | \$63 |
| \$177.87 | 29\% | \$126.00 | \$42 |


| $\#$ | Description | Current <br> Fee/Charge | Unit | Notes |
| :--- | :--- | :--- | :--- | :--- |
| 75 | Annual Commercial/New Business License Inspection -0-6,000 <br> sq. ft. | 134.00 |  |  |
| 76 | Annual Commercial/New Business License Inspection - 6,001- <br> 12,000 sq. ft. | 218.00 |  |  |
| 77 | Annual Commercial/New Business License Inspection - 12,001- <br> 25,000 sq. ft. | 303.00 |  |  |
| 78 | Annual Commercial/New Business License Inspection - 25,001- <br> 50,000 sq. ft. | 387.00 |  |  |
| 79 | Annual Commercial/New Business License Inspection - 50,001- <br> 100,000 sq. ft. | 471.00 | Fees for Educational occupancies do not <br> apply to public schools. Fees do apply <br> to private schools including, but not |  |
| 80 | Annual Commercial/New Business License Inspection - Each <br> Additional 25,000 sf in excess of 100,000 sf (or fraction thereof) | 134.00 | limited to, pre-schools and day cares <br> falling in E or I Occupancy groups. |  |
| 83 | Educational Occupancies | 286.00 |  |  |
| 81 | Educational occupancies less than 50 persons | Scope of Work Permit/Tenant Improvement <br> 82 <br> Educational occupancies- Each additional 50 persons (or <br> fraction thereof) in excess of 50 persons | 42.00 | Scope of work performed of Tenant <br> Improvements shall include no more <br> than 2 fire alarm devices or 2 fire <br> sprinkler heads in a single occupancy. <br> Fire Marshal approval is required. |


| Full Cost | Subsidy $\%$ | Suggested Fee | Fee $\Delta$ |
| :--- | :--- | :--- | :--- |
| $\$ 153.37$ | $0 \%$ | $\$ 153.00$ | $\$ 19$ |
| $\$ 251.36$ | $0 \%$ | $\$ 251.00$ | $\$ 33$ |
| $\$ 349.35$ | $0 \%$ | $\$ 349.00$ | $\$ 46$ |
| $\$ 447.34$ | $0 \%$ | $\$ 447.00$ | $\$ 60$ |
| $\$ 545.34$ | $0 \%$ | $\$ 545.00$ | $\$ 74$ |
| $\$ 153.37$ | $0 \%$ | $\$ 153.00$ | $\$ 19$ |
| $\$ 226.86$ | $0 \%$ | $\$ 226.00$ | $\$ 29$ |
| $\$ 49.00$ | $2 \%$ | $\$ 48.00$ | $\$ 6$ |
|  |  |  |  |
| $\$ 315.62$ | $0 \%$ | $\$ 315.00$ | $\$ 29$ |

Housing and Economic Development Department

| $\#$ | Description | Current Fee/Charge | Unit | Notes |
| :--- | :--- | :--- | :--- | :--- |
| 1 | Subordination Fee | 344.00 |  |  |
| 2 | Monitoring Fee Per Unit | 201.00 |  |  |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\boldsymbol{\Delta}$ |
| $\$ 429.78$ | $13 \%$ | $\$ 375.00$ | $\$ 31$ |
| $\$ 250.71$ | $14 \%$ | $\$ 215.00$ | $\$ 14$ |

## LIBRARY

| \# | Description |  | Current Fee | Suggested Fee | Fee $\Delta$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Library Cards |  |  |  |  |  |
| 1 | Full Privilege Replacement |  | \$2.00 | \$2.00 | \$0 |
| 2 | Computer Access Card |  | \$1.00 | \$1.00 | \$0 |
| Lost \& Damaged Items |  |  |  |  |  |
| 3 | Lost or Damaged Processing Fee |  | \$5.00 | \$5.00 | \$0 |
| 4 | Books: Hard Cover |  | \$30.00 | MSRP | NA |
| 5 | Books: Soft Cover |  | \$25.00 | MSRP | NA |
| 6 | BluRay |  | \$45.00 | MSRP | NA |
| 7 | DVD |  | \$30.00 | MSRP | NA |
| 8 | Music CD |  | \$0.00 | MSRP | NA |
| 9 | Paperback \& Periodicals |  | \$10.00 | MSRP | NA |
| 10 | Audio Books |  | \$75.00 | MSRP | NA |
| 11 | Laptop/Chromebook Replacement |  | \$500.00 | \$500.00 | \$0 |
| 12 | Hotspot Replacement |  | \$75.00 | \$75.00 | \$0 |
| 13 | Tech Accessories Replacement |  | \$45.00 | \$45.00 | \$0 |
| Other |  |  |  |  |  |
| 14 | RFID Replacement |  | \$2.00 | \$2.00 | \$0 |
| 15 | Barcode Replacement |  | \$1.00 | \$1.00 | \$0 |
| 16 | Color Print or Copy |  | \$0.75/each | \$0.75/each | \$0 |
| 17 | B\&W Print or Copy |  | \$0.15/each | \$0.15/each | \$0 |

Neighborhood Services

## Neighborhood Services Fees

| $\#$ | Description | Current <br> Fee/Charge | Unit | Notes |
| :--- | :--- | :--- | :--- | :--- |
| 1 | Class A Temporary Use Permit | 272.00 |  |  |
| 2 | Class B Temporary Use Permit | 109.00 |  |  |
| 3 | Code Release / Demand <br> Statement | 60.00 |  |  |
| 4 | Class C Temporary Use Permits | 50.00 |  |  |
| 5 | Graffiti removal | Actual |  |  |


| Code Conformance |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| $\#$ | Description | Current <br> Fee/Charge | Unit | Notes |
| 1 | Administrative Citation - 1st <br> Violation | 100.00 | each |  |
| 2 | Administrative Citation - 2nd <br> Violation w/in the same year | 200.00 | each |  |
| 3 | Administrative Citation - greater <br> than two violations in the same <br> year | 500.00 | each |  |
| 4 | Notice of Violation Filing Appeal | 200.00 |  |  |
| 5 | Vacant Building Monitoring Fee | 60.00 | each |  |
| 6 | Appeal of Abatement Notice | 200.00 |  |  |
| 7 | Abandoned Building Inspection <br> Fee | 170.00 | each |  |

Neighborhood Services

| Parking Enforcement |  |  |  |
| :--- | :--- | :--- | :--- |
| $\#$ | Description | Current <br> Fee/Charge | Unit | Notes | 1 | Parked In Bicycle Lane | 35.00 |
| :--- | :--- | :--- |
|  |  |  |
| 2 | Parked Within Intersection | 25.00 |
| 3 | Parked In Crosswalk | 25.00 |
|  | Parked Within 15' Of Fire Sta | 25.00 |
| Drive Way | 25.00 |  |
| 5 | Blocking A Driveway | 25.00 |
| 6 | Parked On Sidewalk | 25.00 |
| 7 | Obstructing Traffic | 25.00 |
| 8 | Double Parked | 25.00 |
| 9 | Bus Zone | 25.00 |
| 10 | Disabled Zone/ Curb Cut |  |
| 11 | $18 "$ From The Curb/ Wrong Way | 25.00 |
| 12 | Must Park Parallel | 25.00 |
| 13 | Handicap Parking Only | 330.00 |
| 14 | Blocking Access To Handicap Pkg | 330.00 |
| 15 | Parked On Handicap Lines | 330.00 |
| 16 | Freeway Vending | 35.00 |

Equipment Violations

| $\#$ | Description | Current <br> Fee/Charge | Unit | Notes |
| :--- | :--- | :--- | :--- | :--- |
| 1 | Broken/ Defective Windshield | 35.00 |  |  |
| 2 | Expired Registration | 35.00 |  |  |
| 3 | False Tabs | 50.00 |  |  |
| 4 | License Plates/2 Required | 30.00 |  |  |
| 5 | Plate Position | 30.00 |  |  |
| 6 | No Cover Allowed Over Plate | 30.00 |  |  |
| 7 | Missing Current Tabs | 60.00 |  |  |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy $\%$ | Suggested Fee | Fee $\boldsymbol{\Delta}$ |
| NA | NA | $\$ 35.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 25.00$ | $\$ 0$ |
| NA | NA | $\$ 330.00$ | $\$ 0$ |
| NA | NA | $\$ 330.00$ | $\$ 0$ |
| NA | NA | $\$ 330.00$ | $\$ 0$ |
| NA | NA | $\$ 35.00$ | $\$ 0$ |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\boldsymbol{\Delta}$ |
| NA | NA | $\$ 35.00$ | $\$ 0$ |
| NA | NA | $\$ 35.00$ | $\$ 0$ |
| NA | NA | $\$ 50.00$ | $\$ 0$ |
| NA | NA | $\$ 30.00$ | $\$ 0$ |
| NA | NA | $\$ 30.00$ | $\$ 0$ |
| NA | NA | $\$ 30.00$ | $\$ 0$ |
| NA | NA | $\$ 60.00$ | $\$ 0$ |

Neighborhood Services

| City Municipal Parking Violations |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| $\#$ | Description | Current <br> Fee/Charge | Unit | Notes |
| 1 | Parked On Parkway | 35.00 |  |  |
| 2 | Climbing/ Jumping Curbs | 25.00 |  |  |
| 3 | Parked On Unpaved Surface | 35.00 |  |  |
| 4 | Blocking Sidewalk | 25.00 |  |  |
| 5 | 72 Hr Storage On Public Street | 50.00 |  |  |
| 6 | Washing / Repairing On Street | 35.00 |  |  |
| 7 | Parking On Hills/ Wheel <br> Crimping | 35.00 |  |  |
| 8 | Red/Yellow/White/Green Curb | 35.00 |  |  |
| 9 | Parking In Alley | 35.00 |  |  |
| 10 | Posted No Parking 1 Hr | 25.00 |  |  |
| 11 | $2 / 4$ Hour Time Limit | 25.00 |  |  |
| 12 | Posted No Parking | 35.00 |  |  |
| 13 | Commercial In Residential | 35.00 |  |  |
| 14 | Fire Lane | 35.00 |  |  |
| 15 | Tractor/ Trailer Parked In <br> Residential | 35.00 |  |  |
| 16 | Parking On Boat Ramp | 35.00 |  |  |
| 17 | Parking Recreational Vehicles on <br> City Street 11.32.366 | 100.00 |  |  |


| Full Cost | Subsidy \% | Suggested Fee | Fee $\Delta$ |
| :---: | :---: | :---: | :---: |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$25.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$25.00 | \$0 |
| NA | NA | \$50.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$25.00 | \$0 |
| NA | NA | \$25.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| NA | NA | \$35.00 | \$0 |
| N/A | N/A | \$100.00 | \$0 |

Planning

| Development |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| \# | Description | Current Fee/Charge | Current 25\% Initial Deposit | Notes |
| 1 | Annexation | 4,500.00 | 2,485.00 |  |
| 2 | Coastal Dev Permit with Public Hearing | 3,350.00 | 2,485.00 |  |
| 3 | Coastal Dev Permit without Public Hearing | 750.00 | 2,182.50 |  |
| 4 | Code Amendment | 5,500.00 | 2,485.00 |  |
| 5 | Conditional Use Permit (CUP) | 3,700.00 | 1,972.50 |  |
| 6 | Consistency Review | 3,700.00 | 2,532.50 |  |
| 7 | General Plan Amendment | 5,500.00 | 2,485.00 |  |
| 8 | Historic Site Designation | 1,500.00 | 1,262.50 |  |
| 9 | Initial Study | 1,100.00 | 1,817.50 |  |
| 10 | Local Coastal Program (LCP) Amendment | 5,500.00 | 2,485.00 |  |
| 11 | Minor Use Permit | 650.00 |  |  |
| 12 | Planned Development Permit (PD) | 3,700.00 | 1,972.50 |  |
| 13 | Preliminary Site Plan Review (per review) | 600.00 | 710.00 |  |
| 14 | Request to Initiate General Plan/Specific Plan/Zoning Amendment | 1,000.00 | 1,607.50 |  |
| 15 | Specific Plan | 6,650.00 | 2,485.00 |  |
| 16 | Specific Plan Amendment | 5,500.00 | 1,935.00 |  |
| 17 | Substantial Conformance-Council, Commission | 750.00 | 1,415.00 |  |
| 18 | Substantial Conformance - Staff Review | 500.00 | 922.50 |  |
| 19 | Time Extension with Public Hrg (CUP, PD, Variance) | 1,100.00 | 1,427.50 |  |
| 20 | Time Extension without Public Hrg (CUP, PD, Variance) | 400.00 | 1,247.50 |  |
| 21 | Variance | 3,700.00 | 2,005.00 |  |
| 22 | Zone Map Change | 5,500.00 | 2,485.00 |  |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy $\%$ | Suggested Fee | Fee $\Delta$ |
| $\$ 4,768.63$ | $4 \%$ | $\$ 4,600.00$ | $\$ 100$ |
| $\$ 3,399.97$ | $1 \%$ | $\$ 3,350.00$ | $\$ 0$ |
| $\$ 813.78$ | $2 \%$ | $\$ 800.00$ | $\$ 50$ |
| $\$ 5,631.09$ | $2 \%$ | $\$ 5,500.00$ | $\$ 0$ |
| $\$ 3,734.75$ | $1 \%$ | $\$ 3,700.00$ | $\$ 0$ |
| $\$ 3,734.75$ | $1 \%$ | $\$ 3,700.00$ | $\$ 0$ |
| $\$ 5,631.09$ | $2 \%$ | $\$ 5,500.00$ | $\$ 0$ |
| $\$ 2,645.20$ | $40 \%$ | $\$ 1,600.00$ | $\$ 100$ |
| $\$ 1,120.18$ | $2 \%$ | $\$ 1,100.00$ | $\$ 0$ |
| $\$ 5,631.09$ | $2 \%$ | $\$ 5,500.00$ | $\$ 0$ |
| $\$ 823.77$ | $15 \%$ | $\$ 700.00$ | $\$ 50$ |
| $\$ 3,734.75$ | $1 \%$ | $\$ 3,700.00$ | $\$ 0$ |
| $\$ 693.77$ | $10 \%$ | $\$ 625.00$ | $\$ 25$ |
| $\$ 1,019.11$ | $2 \%$ | $\$ 1,000.00$ | $\$ 0$ |
| $\$ 6,717.68$ | $0 \%$ | $\$ 6,717.00$ | $\$ 67$ |
| $\$ 5,631.09$ | $2 \%$ | $\$ 5,500.00$ | $\$ 0$ |
| $\$ 1,262.50$ | $37 \%$ | $\$ 800.00$ | $\$ 50$ |
| $\$ 813.78$ | $32 \%$ | $\$ 550.00$ | $\$ 50$ |
| $\$ 1,150.36$ | $0 \%$ | $\$ 1,150.00$ | $\$ 50$ |
| $\$ 470.67$ | $11 \%$ | $\$ 420.00$ | $\$ 20$ |
| $\$ 3,734.75$ | $1 \%$ | $\$ 3,700.00$ | $\$ 0$ |
| $\$ 5,631.09$ | $2 \%$ | $\$ 5,500.00$ | $\$ 0$ |
|  |  |  |  |

Planning

| Subdivision |
| :--- |
| $\#$ Description Current <br> Fee/Charge $\mathbf{2 5 \%}$ Initial Deposit |
| Notes |
| 1 |

Miscellaneous

| $\#$ | Description | Current <br> Fee/Charge | Unit |  |
| :--- | :--- | :--- | :--- | :--- |
| 1 | Appeal, Project Processing (non- refundable) Project | $1,000.00$ |  | Notes |
| 2 | Home Occupation Permit | 100.00 |  |  |
| 3 | Large Family Day Care | 100.00 |  |  |
| 4 | Mills Act Application | $2,207.00$ |  |  |
| 5 | Research Fee (per hour) | Actual Cost |  |  |
| 6 | Zoning/Rebuild Letters | 80.00 |  |  |
| 7 | Interim Use Permit | $1,500.00$ |  |  |
|  |  | $5 \%$ per |  |  |
| 8 | General Update Fee | Development and |  |  |$\quad$| Subdivision |  |  |  |
| :--- | :--- | :--- | :--- |
| application |  |  |  |
| 9 | Scanning Fee (fee to scan file content once approved) | 2.50 |  |

Signs

| \# | Description | Current <br> Fee/Charge | Unit |  |
| :--- | :--- | :--- | :--- | :--- |
| 1 | Banners, Administrative Fee | 60.00 | Notes |  |
| 2 | Banners, Processing (reimbursable) | 500.00 | Deposit |  |
| 3 | Painted Wall Sign | 60.00 |  |  |
| 4 | Reface Sign | 60.00 |  |  |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\boldsymbol{\Delta}$ |
| $\$ 880.49$ | $1 \%$ | $\$ 875.00$ | $\$ 75$ |
| $\$ 872.14$ | $8 \%$ | $\$ 800.00$ | $\$ 200$ |
| $\$ 4,289.45$ | $0 \%$ | $\$ 4,275.00$ | $\$ 275$ |
| $\$ 1,202.84$ | $9 \%$ | $\$ 1,100.00$ | $\$ 100$ |
| $\$ 3,354.75$ | $11 \%$ | $\$ 3,000.00$ | $\$ 0$ |
| $\$ 3,997.17$ | $0 \%$ | $\$ 4,000.00$ | $\$ 0$ |
| $\$ 1,150.36$ | $9 \%$ | $\$ 1,050.00$ | $\$ 50$ |
| $\$ 1,150.36$ | $9 \%$ | $\$ 1,050.00$ | $\$ 50$ |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\Delta$ |
| $\$ 1,150.36$ | $13 \%$ | $\$ 1,000.00$ | $\$ 0$ |
| $\$ 110.17$ | $9 \%$ | $\$ 100.00$ | $\$ 0$ |
| $\$ 110.17$ | $9 \%$ | $\$ 100.00$ | $\$ 0$ |
| $\$ 2,265.20$ | $0 \%$ | $\$ 2,265.00$ | $\$ 58$ |
| NA | NA | Actual Cost | $\$ 0$ |
| $\$ 110.17$ | $18 \%$ | $\$ 90.00$ | $\$ 10$ |
| $\$ 1,662.07$ | $8 \%$ | $\$ 1,525.00$ | $\$ 25$ |
| $5 \%$ of the <br> Development <br> and <br> Subdivision <br> application <br> fee | $0 \%$ | $5 \%$ of the <br> Devel opment <br> and <br> Subdivision <br> application <br> fee | $\$ 0$ |
| $\$ 2.50$ | $0 \%$ | $\$ 2.50$ | $\$ 0$ |
| $\$ 25.00$ | $0 \%$ | $\$ 25.00$ | $\$ 0$ |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| Full Cost | Subsidy \% | Suggested Fee | Fee $\boldsymbol{\Delta}$ |
| $\$ 48.57$ | $-24 \%$ | $\$ 60.00$ | $\$ 0$ |
| NA | NA | $\$ 500.00$ | $\$ 0$ |
| $\$ 69.10$ | $0 \%$ | $\$ 69.00$ | $\$ 9$ |
| $\$ 69.10$ | $0 \%$ | $\$ 69.00$ | $\$ 9$ |


| Police |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| \# | Description | Current Fee/Charge | Unit | Notes | Full Cost | Subsidy \% | Suggested Fee | Fee $\triangle$ |
| 1 | Dog License, 1 year unaltered | 30.00 |  | set in accordance with FAC 30652 | Variable | NA | \$30.00 | \$0 |
| 2 | Dog License, 1 year altered | 15.00 |  | set in accordance with FAC 30653 | Variable | NA | \$15.00 | \$0 |
| 3 | Dog License, 2 year unaltered | 52.00 |  | set in accordance with FAC 30654 | Variable | NA | \$52.00 | \$0 |
| 4 | Dog license, 2 year altered | 26.00 |  | set in accordance with FAC 30655 | Variable | NA | \$26.00 | \$0 |
| 5 | Dog License, 3 year unaltered | 72.00 |  | set in accordance with FAC 30656 | Variable | NA | \$72.00 | \$0 |
| 6 | Dog License, 3 year altered | 36.00 |  | set in accordance with FAC 30657 | Variable | NA | \$36.00 | \$0 |
| 7 | Dog License Replacement | 15.00 |  | set in accordance with FAC 30658 | Variable | NA | \$15.00 | \$0 |
| 8 | Jurisdictional Transfer of Dog License | 13.00 |  |  | NA | NA | \$13.00 | \$0 |
| 9 | Animal Quarantine Release | 144.00 |  |  | \$145.07 | 0\% | \$145.00 | \$1 |
| 10 | Animal Relinquishment | 108.00 |  |  | \$108.80 | 1\% | \$108.00 | \$0 |
| 11 | Dead Animal Pickup | 45.00 |  |  | \$72.53 | 38\% | \$45.00 | \$0 |
| 12 | Tranquilizer | 144.00 |  |  | \$145.07 | 0\% | \$145.00 | \$1 |
| 13 | Guard Dog Permit | 144.00 |  |  | \$145.07 | 0\% | \$145.00 | \$1 |
| 14 | Non-Allowed Animal Permit | 144.00 |  |  | \$145.07 | 0\% | \$145.00 | \$1 |
| 15 | Alarm Permit | 30.00 |  |  | \$45.90 | 2\% | \$45.00 | \$15 |
| 16 | Second Response Permit (loud music, parties) | 153.00 |  |  | NA | NA | \$153.00 | \$0 |
| 17 | False Alarm Response (NCMC 10.45.130) - 3rd | 100.00 |  |  | NA | NA | \$100.00 | \$0 |
| 18 | False Alarm Response (NCMC 10.45.130) - 4th | 150.00 |  |  | NA | NA | \$150.00 | \$0 |
| 19 | False Alarm Response (NCMC 10.45.130) - 5th | 200.00 |  |  | NA | NA | \$200.00 | \$0 |
| 20 | False Alarm Response (NCMC 10.45.130) - 6 th | 300.00 |  |  | NA | NA | \$300.00 | \$0 |
| 21 | False Alarm Res ponse (NCMC 10.45.130) - 7th or more | 400.00 |  |  | NA | NA | \$400.00 | \$0 |
| 22 | Negligent Vehicle Impound/Release | 124.00 |  |  | NA | NA | \$124.00 | \$0 |
| 23 | Ticket Sign Off | 15.00 |  |  | \$17.13 | 12\% | \$15.00 | \$0 |
| 24 | Vehicle Repossession | 15.00 |  |  | NA | NA | \$15.00 | \$0 |
| 25 | Research Hourly Rate | Actual Cost | per hour |  | NA | NA | Actual Cost | \$0 |
| 26 | Deposition of Subpoena - Deposit (refundable or recover T/M) | 275.00 |  |  | NA | NA | \$275.00 | \$0 |
| 27 | Accident Report - Person Involved | 15.00 |  |  | \$30.60 | 35\% | \$20.00 | \$5 |
| 28 | Accident Report - Insurance \& Attorneys | 20.00 |  |  | \$30.60 | 2\% | \$30.00 | \$10 |
| 29 | Crime Report - Person Involved | 15.00 |  |  | \$30.60 | 35\% | \$20.00 | \$5 |
| 30 | Crime Report - Insurance \& Attorneys | 20.00 |  |  | \$30.60 | 2\% | \$30.00 | \$10 |

Police

| $\#$ | Description | Current <br> Fee/Charge | Unit | Notes |
| :--- | :--- | :--- | :--- | :--- |
| 31 | Request for Report - Person Involved | 15.00 |  |  |
| 32 | Request for Report - Insurance \& Attorneys | 20.00 |  |  |
| 33 | Record Check/Clearance Letter/No Record | 30.00 |  |  |
| 34 | Request for Background Checks (fee to be charged to <br> contractors, no fee for Law Enforcement Agencies) | 30.00 |  |  |
| 35 | Photographs/Videos/CDs/DVDs | 89.00 |  |  |
| 36 | Video (DVD) for Body Worn Camera Footage | 73.00 |  |  |
| 37 | Public Records Request Copies | Subject to City <br> Clerk's Fees |  |  |
| 38 | Download Accident or Stolen Vehicle Report from Website | 18.00 |  | Stolen Vehicle Rpts no longer |
| available |  |  |  |  |


| Full Cost | Subsidy \% | Suggested Fee | Fee $\boldsymbol{\Delta}$ |
| :--- | :--- | :--- | :--- |
| $\$ 30.60$ | $35 \%$ | $\$ 20.00$ | $\$ 5$ |
| $\$ 30.60$ | $2 \%$ | $\$ 30.00$ | $\$ 10$ |
| $\$ 45.90$ | $13 \%$ | $\$ 40.00$ | $\$ 10$ |
| $\$ 45.90$ | $2 \%$ | $\$ 45.00$ | $\$ 15$ |
| $\$ 78.67$ | $-2 \%$ | $\$ 80.00$ | $-\$ 9$ |
| $\$ 114.70$ | $4 \%$ | $\$ 110.00$ | $\$ 37$ |
| NA | NA | Subject to City <br> Clerk's Fees | $\$ 0$ |
| $\$ 30.60$ | $41 \%$ | $\$ 18.00$ | $\$ 0$ |
| $\$ 1,108.35$ | $35 \%$ | $\$ 725.00$ | $\$ 0$ |
| $\$ 298.89$ | $25 \%$ | $\$ 225.00$ | $\$ 0$ |
| $\$ 61.20$ | $18 \%$ | $\$ 50.00$ | $\$ 10$ |
| $\$ 133.50$ | $18 \%$ | $\$ 110.00$ | $\$ 20$ |
| $\$ 133.50$ | $18 \%$ | $\$ 110.00$ | $\$ 20$ |
| NA | NA | $\$ 5.00$ | $\$ 0$ |



# CITY OF NATIONAL CITY MASTER FEE SCHEDULE 

Adopted April 19, 2022 - Effective July 1, 2022

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| Administrative Fees |  |  |
| :---: | :---: | :---: |
| \# | Description | Fee |
| 1 | Travel and Documentation (standard) (2 trips) | \$151.00 each |
| 2 | Travel and Documentation (each additional trip) | \$105.00 each |
| 3 | Permit Issuance | \$58.00 each |
| 4 | Construction \& Demolition Admin Fee | \$118.00 flat or each |
| Mechanical Permit Fees |  |  |
| 1 | Stand Alone Mechanical Plan Check | \$139.00/hr. |
| 2 | Air Conditioning Unit | \$64.00 each |
| 3 | Furnaces (F. A. U., Floor) | \$64.00 each |
| 4 | Wall Heater | \$64.00 each |
| 5 | Appliance Vent/Chimney (Only) | \$42.00 each |
| 6 | Refrigeration Compressor | \$128.00 each |
| 7 | Boiler | \$132.00 each |
| 8 | Chiller | \$132.00 each |
| 9 | Heat Pump (Package Unit) | \$64.00 each |
| 10 | Heater (Unit, Radiant, etc.) | \$64.00 each |
| 11 | Air Handler | \$64.00 each |
| 12 | Duct Work Only | \$132.00 each |
| 13 | Evaporative Cooler | \$64.00 each |
| 14 | Make-up Air System | \$132.00 each |
| 15 | Moisture Exhaust Duct (Clothes Dryer) | \$19.00 each |
| 16 | Vent Fan (Single Duct) | \$19.00 each |
| 17 | Vent System | \$64.00 each |
| 18 | Exhaust Hood and Duct (Residential) | \$64.00 each |
| 19 | Exhaust Hood- Type I (Commercial Grease Hood) | \$132.00 each |
| 20 | Exhaust Hood - Type II (Commercial Steam Hood) | \$132.00 each |
| 21 | Non-Residential Incinerator | \$132.00 each |
| 22 | Refrigerator Condenser Remote | \$132.00 each |
| 23 | Walk- in Box I Refrigerator Coil | \$132.00 each |
| Electrical Permit Fees |  |  |
| 1 | Stand Alone Electrical Plan Check | \$139.00/hr. |
| 2 | Single Phase Service | $\$ 82.00 /$ per 100 amps or portion thereof |
| 3 | Three Phase Service | \$130.00/per 100 amps or portion thereof |
| All Other Types of Construction |  |  |
| 4 | 15 or 20 amp - First 10 circuits | \$42.00 each |
| 5 | 15 or 20 amp - next 90 circuits | \$19.00 each |
| 6 | 15 or 20 amp -over 100 circuits | \$10.00 each |
| 7 | 25 to 40 amp circuits | \$64.00 each |
| 8 | 50 to 175 amp circuits | \$87.00 each |
| 9 | 200 amp and larger circuits | \$109.00 each |
| 10 | Temporary Service | \$64.00 each |


| 11 | Temporary Pole | \$64.00 each |
| :---: | :---: | :---: |
| 12 | Pre-Inspection | \$112.00/hr. |
| 13 | Generator Installation | \$64.00/kw |
| Plumbing Permit Fees |  |  |
| 1 | Stand Alone Plumbing Plan Check | \$139.00/hr. |
| 2 | Fixtures | \$19.00 each |
| 3 | Gas System | \$42.00 first outlet |
| 4 | Gas Outlets | \$19.00 each additional |
| 5 | Building Sewer | \$64.00 each |
| 6 | Grease Trap | \$64.00 each |
| 7 | Backflow Preventer 1 through 5 | \$42.00 first five |
| 8 | Backflow Preventer - each additional (More than 5) | \$9.00 each additional |
| 9 | Roof Drain - Rainwater System | \$132.00 |
| 10 | Water Heater - Residential - No Admin | \$60.00 each |
| 10 | Water Heater - Commercial | \$140.00 each |
| 11 | Water Pipe Repair I Replacement | \$42.00 each |
| 12 | Drain- Vent Repair I Alterations | \$42.00 each |
| 13 | Drinking Fountain | \$64.00 each |
| 14 | Solar Water System Fixtures | \$132.00 |
| 15 | Graywater Systems (per hour) | \$170.00/hr. |
| 16 | Medical Gas System (Each Outlet) | \$19.00 each |
| Miscellaneous |  |  |
| 1 | Repetitive plan check review | First permit at 100\% of Fee Schedule Rate, each additional at 25\% for Plan Check Fee, Inspections @ Full Fee Schedule Rate |
|  | Antenna-Telecom Facility |  |
| 2 | Equipment container | \$837.00 |
| 3 | Cellular/Mobile Phone, free-standing Monopalm | \$649.00 each |
| 4 | Cellular/Mobile Phone, co-location Antenna | \$588.00 each |
| 5 | Awning/Canopy (Supported by building) | \$542.00 each |
| 6 | Balcony Addition | \$649.00 each |
| 7 | Building Moving Application Fee | \$760.00 each |
| 8 | Carport | \$727.00 per $500 \mathrm{sq} . \mathrm{ft}$. |
| 9 | Change of Occupancy | \$201.00 each |
| 10 | Close Existing Openings | \$600.00 each |
| 11 | Compliance Inspections/Re-inspections | \$120.00 each |
| 12 | Condo Conversion | \$707.00 each unit |
| 13 | Covered Porch | \$657.00 each |
| 14 | Deck | \$653.00 each |
| 15 | Demolition-Residential Partial Demo (flat fee) | \$225.00 each |
| 16 | Demolition - Residential | \$356.00 each |
| 17 | Demolition- Multifamily/Commercial | \$376.00 each |
| 18 | Door-New | \$380.00 each |
| 19 | Drywall (first 500 sq.ft.) | \$164.00 first 500 sq. ft. |


| 20 | Each additional 100 sq.ft. | \$19.00 |
| :---: | :---: | :---: |
| 21 | Fence or Freestanding Wall (non- masonry) >7 feet in height | \$402.00 first 100 linear ft. |
| 22 | Each additional 100 lin. Feet | \$46.00 |
| 23 | Fence or Freestanding Wall (masonry) >4 feet in height | \$466.00 first 100 linear ft. |
| 24 | Each additional 100 lin. Feet | \$61.00 |
| 25 | Fireplace | Schedule Rate |
| 26 | Masonry | \$600.00 each |
| 27 | Pre-Fabricated/Metal | \$364.00 each |
| 28 | Flag pole (over 30 feet in height) | \$433.00 each |
|  | Garage (Residential) |  |
| 29 | Attached | \$882.00 up to 750 sq.ft. |
| 30 | Detached | \$882.00 up to 750 sq.ft. |
| 31 | Greenhouse (non- commercial) | \$395.00 each |
| 32 | Insulation | \$228.00 each unit |
| 33 | Lighting pole | \$433.00 first pole |
| 34 | Each additional pole | \$61.00 |
| 35 | Partition-Commercial, Interior | $\$ 378.00$ up to 30 linear ft. |
| 36 | Additional partition | \$19.00 each additional linear foot |
| 37 | Partition-Residential, Interior | $\$ 378.00$ up to 30 linear ft. |
| 38 | Additional partition | \$19.00 each additional 30 linear feet |
| 39 | Patio Cover without calculations | \$619.00 per 300 sq. ft. |
| 40 | Patio Cover with calculations | \$720.00 per 300 sq. ft. |
| 41 | Photovoltaic System | \$398.00 each |
|  | Pile Foundation |  |
| 42 | Cast in place concrete (first 10 piles) | \$573.00 (1-10) |
| 43 | Additional Piles (increments of 10) | \$115.00 each 10 |
| 44 | Driven (steel, pre-stressed concrete) | \$588.00 (1-10) |
| 45 | Additional Piles (increments of 10) | \$131.00 each 10 |
| 46 | Pre- Plan Check Appointments | \$211.00 first hour |
| 47 | Pre-Plan Check appointment | \$105.00 each additional $1 / 2$ hour |
|  | Remodel-Residential |  |
| 48 | 500 sq.ft. | \$789.00 |
| 49 | Additional Remodel | $\$ 53.00$ per 100 sq. ft. or portion thereof |
|  | Re-roof |  |
| 50 | Tile/Shake- first 500 sq.ft. | \$265.00 |
| 51 | each additional100 sq.ft. | \$19.00 |
| 52 | Comp/Metal- first 500 sq.ft. | \$265.00 |
| 53 | each additional100 sq.ft. | \$19.00 |
| 54 | Roof Structure Replacement | \$681.00 first 500 sq. ft. |


| 55 | each additional space 100 sq.ft. | \$58.00 |
| :---: | :---: | :---: |
| 56 | Residential Re- Plumb (Flat Rate) | \$151.00 per unit |
| 57 | Residential Re-Wire (Flat Rate) | \$151.00 per unit |
|  | Room Addition- First Story |  |
| 58 | Up to 500 sq.ft. | \$913.00 |
| 59 | each additional 100 sq.ft. | \$63.00 |
| 60 | Up to 500 sq. ft. with calculations | \$1,191.00 |
| 61 | each addition per 100 sq. ft. with calculations | \$56.00 |
|  | Room Addition-Multi- story |  |
| 62 | Up to 500 sq.ft | \$1,230.00 |
| 63 | each addition per 100 sq. ft. | \$52.00 |
| 64 | Up to 500 sq.ft. with calculations | \$1,368.00 |
| 65 | each addition per 100 sq.ft. with calculations | \$85.00 |
| 66 | Sauna | \$403.00 each |
| 67 | Siding | \$197.00 first 400 sq. ft. |
| 68 | Additional siding | \$42.00 each additional 400 sq. ft. |
|  | Signs |  |
| 69 | Pole Sign, Non-electric | \$387.00 each |
| 70 | Pole Sign, Electric | \$441.00 each |
| 71 | Wall/Awning Sign, Non-electric | \$341.00 each |
| 72 | Wall Sign-Electric | \$364.00 each |
| 73 | Skylight | \$456.00 each |
| 74 | Spa or Hot Tub (Pre-Fabricated) | \$356.00 each |
| 75 | Stairs-First Flight | \$400.00 |
| 76 | each additional flight | \$64.00 |
|  | Storage Racks |  |
| 77 | 5'9" (up to 100 sq.ft.) | \$496.00 |
| 78 | each additional 100 sq.ft. | \$53.00 |
| 79 | Stucco Applications | \$259.. 00 first 400 sq. ft. |
| 80 | Additional stucco application | \$53.00 each additional 400 sq. ft. |
|  | Swimming Pool/ Spa |  |
| 81 | Residential | \$712.00 first 800 sq. ft. |
| 82 | each additional 100 sq.ft. | \$56.00 |
| 83 | Commercial | \$781.00 first 800 sq. ft. |
| 84 | Commercial each additional 100 sq.ft. | \$56.00 |
|  | Window or Sliding Glass Door |  |
| 85 | New Window (Non-Structural) | \$378.00 each |
| 86 | Each additional (Non-Structural) | \$45.00 each |
| 87 | New Window Structural | \$400.00 each |
| 88 | Each additional structural | \$53.00 each |
| 89 | Repair/Replace-First 10 Windows (Retro-fit Windows) | \$230.00 |
| 90 | Repair/Replace-Each additional 5 (Retro-fit Windows) | \$45.00 |
| 91 | Plan Change and/or Review (Standard Hourly Rate) | \$178.00/hr. |


| 92 | Research | Hourly Rate of Personnel |
| :---: | :---: | :---: |
| 93 | Supplemental Inspection Fee | \$112.00/hr. |
| 94 | Emergency (Non- Scheduled) Call-Out Fee | \$390.00/four hrs. |
| 95 | After Hours (Scheduled) Call-Out Fee | \$204.00 each additional hour |
| 96 | Each additional hour | \$112.00 |
| 97 | Public Records Act Copies | Refer to City Clerk Fees |
| 98 | Duplication of Building Plans | \$98.73 each |
| 99 | Certificate of Occupancy | \$60.00 each |
| 100 | Certificate of Occupancy (Duplicate) | \$49.00 each |
| 101 | Temporary Certificate of Occupancy | \$187.00 each |
| 102 | Job Card Replacement | \$36.00 each |
| 103 | Refund Processing | \$105.00 each |
| 104 | Change of Contractor/Architect or Owner | \$128.00 each |
| 105 | Product Review | \$82.00 each |
| 106 | Request/Research for alternative methods | \$154.86/hr. |
| 107 | Additional Plan Check Fee after Third Submittal | \$154.86 each |
| 108 | Supplemental Plan Check/Plan Change | \$154.86/hr. |
| 109 | Trash Enclosure | \$375.00 each |
| 110 | Commercial Coach (Construction/Temporary Trailers) | \$250.00 each |
| 111 | Modular Structures | \$750.00 each |
|  | Mezzanine |  |
| 112 | First 500 Square Feet | \$500.00 |
| 113 | Each additional 500 Square Feet | \$42.40 |
|  | Electrical Vehicle Charging Station |  |
| 114 | Residential (SFD or Duplex) | \$225.00 each |
| 115 | Commercial or Multifamily Residential | \$225.00 each |
| 116 | Commercial or Multifamily Residential | \$50.00 each additional |


|  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| IEC <br> Class | Somate | Plan Check Fee |  | beel |  | Toal |  |
| A-1 $\begin{array}{l}\text { Assembly-Fixed Seating } \\ \text { Theater, Concert Hall }\end{array}$ <br>   |  |  |  |  |  |  |  |
| $\begin{array}{\|ll} \hline \text { A-2 } & \begin{array}{l} \text { Assembly-Food \& Drink } \\ \text { Restaurant, Night Club, Bar } \end{array} \end{array}$ |  |  |  |  |  |  |  |
|  | $\begin{array}{r} \hline 1,000 \\ 5,000 \\ 10,000 \\ 20,000 \\ 50,000 \\ 100,000 \\ \hline \end{array}$ |  |  | $\begin{array}{r} \$ 2,365.20 \text { plus } \\ 3,381.79 \text { plus } \\ 4,144.23 \text { plus } \\ 6,177.40 \text { plus } \\ 7,224.57 \text { plus } \\ 14,340.69 \text { plus } \\ \hline \end{array}$ |  | $\$ 4,364.46$ plus $8,857.90$ plus $13,940.85$ plus $21,184.04$ plus $37,190.54$ plus $68,196.48$ plus |  |
|  |  |  |  |  |  |  |  |
| Aocupanay Tenat |  |  |  |  |  |  |  |
| B Eusioss-Bak | $\begin{gathered} 100 \\ \hline \end{gathered}$ |  |  |  |  |  |  |
| Business-Clime, oupaieient | $\begin{array}{r} 100 \\ 500 \\ 1,000 \\ 2,000 \\ 5,000 \\ 10,000 \\ \hline \end{array}$ | $\$ 2,095.76$ plus $6,035.04$ plus $10,736.76$ plus $16,470.36$ plus $32,989.92$ plus $59,578.87$ plus | $\$ 984.82$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 500 s.f. 940.34 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1000 s.f. 573.36 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2000 s.f. 550.65 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 531.78 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 460.81 for each additional 100 s.f. or fraction thereof | $\$ 1,475.68$ plus <br> $1,983.98$ plus <br> $2,492.27$ plus <br> $3,635.93$ plus <br> $4,294.95$ plus <br> $8,384.95$ plus | $\$ 127.07$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 500 s.f. 101.66 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1000 s.f. 114.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2000 s.f. 21.97 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 81.80 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 70.88 for each additional 100 s.f. or fraction thereof | $\$ 3,571.45$ plus <br> $8,019.02$ plus <br> $13,229.03$ plus <br> $20,106.29$ plus <br> $37,284.87$ plus <br> $67,963.82$ plus |  |
| B Busioss-ody Ceaning |  |  |  |  |  |  |  |
| Eushess-Promssonalofice |  |  |  |  |  |  |  |
| Riso ofice |  |  |  |  |  |  |  |
| Boccuraney Tenan Impovemens |  |  |  |  |  |  |  |


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| IBC |  | Pan Check Fee |  | ${ }^{\text {Inspeelion Cee check }}$ |  | Total |  |
|  | $\begin{array}{r} 2,500 \\ 5,000 \\ 10,000 \\ 25,000 \\ 50,000 \end{array}$ |  |  |  |  |  |  |
| Educational-Day Care <br> $5+$ children, older than $21 / 2$ yrs |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| F.2 Facory noussial-Low Hzazd |  |  |  |  |  |  |  |
| High Hazard Group H-1 Pose a detonation hazard |  |  |  |  |  |  |  |
| High Hazard Group H-3 Readily support combustion |  |  |  |  |  |  |  |
| High Hazard Group H-4 <br> Pose health hazards | $\begin{array}{r} 300 \\ 1,500 \\ 3,000 \\ 6,000 \\ 15,000 \\ 30,000 \\ \hline \end{array}$ |  | $\$ 68.63$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1500 s.f. 69.81 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f. 39.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s.f. 36.71 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 15000 s.f. 35.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. 28.10 for each additional 100 s.f. or fraction thereof | $\$ 1,602.76$ plus <br> $2,238.12$ plus <br> $2,873.49$ plus <br> $4,144.23$ plus <br> $4,960.90$ plus <br> $9,686.26$ plus | $\$ 52.95$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1500 s.f. <br> 42.36 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f.  <br> 42.36 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s.f.  <br> 9.07 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 15000 s.f.  <br> 31.50 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f.  <br> 24.88 for each additional 100 s.f. or fraction thereof  |  |  |
|  | $\begin{array}{r} \hline 1,000 \\ 5,000 \\ 10,000 \\ 20,000 \\ 50,000 \\ 100,000 \\ \hline \end{array}$ |  |  | $\begin{array}{r} \$ 3,127.64 \text { plus } \\ 4,398.37 \text { plus } \\ 5,414.96 \text { plus } \\ 8,083.51 \text { plus } \\ 9,535.54 \text { plus } \\ 18,708.49 \text { plus } \\ \hline \end{array}$ |  | $\$ 4,379.75$ plus <br> $7,744.82$ plus <br> $11,206.38$ plus <br> $16,955.27$ plus <br> $27,048.30$ plus <br> $50,072.26$ plus |  |
| ualoy |  |  |  |  |  |  |  |
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| nent 8 Dug Store |  |  |  |  |  |  |  |


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|  |  | Plan Check Fee |  | fee |  | Total |  |
| M Neranale- Wanel |  |  |  |  |  |  |  |
| Indispensing |  |  | $\$ 889.51$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 500 s.f. 864.10 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1000 s.f. 521.00 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2000 s.f. 506.10 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 481.56 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 415.50 for each additional 100 s.f. or fraction thereof |  | $\$ 317.68$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 500 s.f. 228.73 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1000 s.f. 266.85 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2000 s.f. 49.42 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 188.54 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 162.68 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 5,233.93 \text { plus } \\ 10,062.72 \text { plus } \\ 15,526.88 \text { plus } \\ 23,405.44 \text { plus } \\ 40,070.96 \text { plus } \\ 73,576.10 \text { plus } \\ \hline \end{array}$ |  |
| Moccupanery Tenant mporemenens |  | $\begin{array}{r} \$ 713.24 \text { plus } \\ 1,856.90 \text { plus } \\ 3,397.08 \text { plus } \\ 5,176.10 \text { plus } \\ 10,274.33 \text { plus } \\ 18,407.04 \text { plus } \\ \hline \end{array}$ | $\$ 57.18$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 61.61 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 35.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 33.99 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. 32.53 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 27.07 for each additional 100 s.f. or fraction thereof |  | $\$ 38.12$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 27.96 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 5.24 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. 20.93 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 17.42 for each additional 100 s.f. or fraction thereof | $\$ 2,443.07$ plus <br> $4,349.18$ plus <br> $6,524.71$ plus <br> $9,701.55$ plus <br> $15,585.87$ plus <br> $28,952.24$ plus | $\$ 95.31$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. <br> 87.02 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 63.54 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 39.23 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. <br> 53.47 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. <br> 44.49 for each additional 100 s.f. or fraction thereof |
|  |  |  |  |  | $\$ 25.41$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 20.33 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 21.60 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 4.34 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 16.01 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 13.69 for each additional 100 s.f. or fraction thereof | $\$ 4,626.97$ plus <br> $9,074.55$ plus <br> $14,188.06$ plus <br> $21,304.18$ plus <br> $37,025.96$ plus <br> $68,093.06$ plus | $\$ 111.19$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 102.27 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 71.16 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 52.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 62.13 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 53.12 for each additional 100 s.f. or fraction thereof |
| $\begin{array}{\|ll} \text { R-2 } & \begin{array}{l} \text { Residential-Permanent, 2+ Dwellings } \\ \text { Apartment, Dormitory, Timeshare } \end{array} \end{array}$ | $\begin{gathered} 1,000 \\ \hline \end{gathered}$ | $\begin{array}{r} \$ 2,009.79 \text { plus } \\ 5,186.63 \text { plus } \\ 9,125.91 \text { plus } \\ 14,015.86 \text { plus } \\ 35,491.29 \text { plus } \\ 49,977.67 \text { plus } \end{array}$ | $\$ 79.42$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 78.79 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 48.90 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 71.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 28.97 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 24.83 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 2,649.92 \text { plus } \\ 3,666.51 \text { plus } \\ 4,556.03 \text { plus } \\ 6,716.28 \text { plus } \\ 7,883.59 \text { plus } \\ 15,658.72 \text { plus } \\ \hline \end{array}$ | $\$ 25.41$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 17.79 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 21.60 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 3.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 15.55 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 13.33 for each additional 100 s.f. or fraction thereof | $\$ 4,659.71$ plus <br> $8,853.14$ plus <br> $13,681.93$ plus <br> $20,732.13$ plus <br> $43,374.87$ plus <br> $65,636.39$ plus | $\$ 104.84$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 96.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 70.50 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. <br> 75.48 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. <br> 44.52 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. <br> 38.16 for each additional 100 s.f. or fraction thereof |
|  |  |  | $\$ 25.41$ for 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f 17.13 <br> 15.25 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 14.74 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. <br> 11.98 for each additional 100 s.f. or fraction thereof |  | $\$ 25.41$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 20.33 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 20.33 3.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 15.30 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 12.44 for each additional 100 s.f. or fraction thereof | $\$ 3,388.98$ plus $5,422.15$ plus $7,709.48$ plus $11,455.77$ plus $17,197.72$ plus $32,216.05$ plus | $\$ 50.83$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 45.75 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 37.46  <br> 19.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. <br> 30.04 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f.  <br> 24.42 for each additional 100 s.f. or fraction thereof  |
| $\sqrt{\text { R. } 3 \text { Swelinss-Cusiom Homes }}$ |  | $\begin{array}{r} \$ 2,965.22 \text { plus } \\ 3,981.81 \text { plus } \\ 5,694.92 \text { plus } \\ 6,838.59 \text { plus } \\ 8,902.34 \text { plus } \\ 11,982.68 \text { plus } \\ \hline \end{array}$ | $\$ 101.66$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 114.21 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 114.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 103.19 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 102.68 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 77.37 for each additional 100 s.f. or fraction thereof |  | $\$ 63.54$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 26.94 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 38.12 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 28.73 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 5,457.50 \text { plus } \\ 7,109.45 \text { plus } \\ 9,203.78 \text { plus } \\ 10,601.59 \text { plus } \\ 13,204.22 \text { plus } \\ 17,428.22 \text { plus } \\ \hline \end{array}$ | $\$ 165.20$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. <br> 139.62 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. <br> 139.78 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 130.13 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. <br> 140.80 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 106.10 for each additional 100 s.f. or fraction thereof |
|  |  |  | $\$ 38.12$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 37.96 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 38.12 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 39.65 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 34.91 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 22.58 for each additional 100 s.f. or fraction thereof | $\$ 1,777.13$ plus $2,285.42$ plus $2,539.57$ $2,793.72$ plus $3,078.44$ plus $3,967.96$ | $\$ 50.83$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 16.94 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including $5000 \mathrm{~s} . f$. 14.24 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s .f. 29.65 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 19.18 for each additional 100 s.f. or fraction thereof | $\$ 2,963.32$ plus $3,852.84$ plus $4,676.43$ plus $5,311.80$ plus $6,389.54$ plus $8,326.22$ plus | $\$ 88.95$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. <br> 54.91 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. <br> 63.54 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 53.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. <br> 64.56 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 41.76 for each additional 100 s.f. or fraction thereof |
| R.3 Dwelings Alemaie Maeirias |  | $\$ 2,075.71$ plus <br> $2,965.22$ plus <br> $4,170.04$ plus <br> $4,932.48$ plus <br> $6,487.94$ plus <br> $8,678.77$ plus | $\$ 88.95$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 80.32 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 76.24 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 77.77 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 73.03 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 51.67 for each additional 100 s.f. or fraction thereof |  | $\$ 76.24$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 38.12 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 26.94 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 46.59 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 32.96 for each additional 100 s.f. or fraction thereof | $\$ 4,949.20$ plus <br> $6,601.16$ plus <br> $8,187.20$ plus <br> $9,330.86$ plus <br> $11,425.19$ plus <br> $15,013.82$ plus |  |
| R.4 Residenil-Asssed LVing (6.16 persons) |  |  |  |  |  |  |  |


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|  |  | Pran Check Fee |  | feememe |  | Toal |  |
| S.1 Storge-Modeale Hzarad |  |  |  |  |  | $\$ 3,871.46$ plus $6,474.08$ plus $9,300.28$ plus $13,651.36$ plus $20,567.55$ plus $38,508.57$ plus |  |
|  | $\begin{aligned} & 500 \\ & \hline \end{aligned}$ |  | $\$ 66.59$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 62.22 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 38.73 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 37.27 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. 35.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 29.74 for each additional 100 s.f. or fraction thereof |  | $\$ 44.48$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 30.50 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 33.04 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 7.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. 25.00 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 20.90 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 2,981.94 \text { plus } \\ 5,203.35 \text { plus } \\ 7,521.25 \text { plus } \\ 11,109.89 \text { plus } \\ 17,771.94 \text { plus } \\ 32,917.34 \text { plus } \\ \hline \end{array}$ |  |
| [5.2 Storge-Low Hazard |  | $\$ 870.89$ plus $2,202.78$ plus $4,393.61$ plus $6,711.51$ plus $13,192.26$ plus $23,612.29$ plus |  | $\begin{array}{r} \$ 2,873.49 \text { plus } \\ 3,890.08 \text { plus } \\ 4,906.67 \text { plus } \\ 7,321.07 \text { plus } \\ 8,646.03 \text { plus } \\ 16,929.46 \text { plus } \\ \hline \end{array}$ | $\$ 25.41$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 20.33 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 24.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 4.42 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 16.57 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 13.93 for each additional 100 s.f. or fraction thereof | $\$ 3,744.39$ plus $6,092.86$ plus $9,300.28$ plus $14,032.58$ plus $21,838.29$ plus $40,541.75$ plus |  |
| ${ }^{\text {a/2 }}$ |  |  | $\$ 35.33$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 35.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 21.91 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 20.43 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 19.69 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 16.55 for each additional 100 s.f. or fraction thereof |  | $\$ 22.24$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 18.10 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 20.33 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 3.94 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 14.59 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 12.27 for each additional 100 s.f. or fraction thereof | $\$ 3,347.88$ plus $5,650.49$ plus $8,334.32$ plus $12,558.33$ plus $19,871.03$ plus $37,014.27$ plus |  |
| Other Tenant Impovemens | $\begin{array}{\|c} 6000 \\ \hline \end{array}$ |  | $\$ 52.95$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f. 55.07 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s .f. 33.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 12000 s.f. 31.85 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. 30.97 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 60000 s.f. 25.95 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 1,856.90 \text { plus } \\ 2,492.27 \text { plus } \\ 3,127.64 \text { plus } \\ 4,652.52 \text { plus } \\ 5,438.61 \text { plus } \\ 10,799.35 \text { plus } \\ \hline \end{array}$ | $\$ 26.47$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f. 21.18 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 12000 s.f. 4.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. 17.87 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 60000 s.f. 14.97 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 2,697.22 \text { plus } \\ 4,603.32 \text { plus } \\ 6,890.65 \text { plus } \\ 10,448.71 \text { plus } \\ 16,968.39 \text { plus } \\ 31,620.79 \text { plus } \\ \hline \end{array}$ |  |
|  |  | $\begin{array}{r} \$ 1,363.90 \text { plus } \\ 3,793.58 \text { plus } \\ 6,716.28 \text { plus } \\ 10,431.99 \text { plus } \\ 20,755.52 \text { plus } \\ 37,209.16 \text { plus } \\ \hline \end{array}$ |  |  | $\$ 28.59$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 20.64 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 24.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 4.79 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 17.39 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 14.85 for each additional 100 s.f. or fraction thereof | $\$ 4,364.46$ plus <br> $7,937.81$ plus <br> $11,892.38$ plus <br> $18,022.49$ plus <br> $29,782.77$ plus <br> $54,931.64$ plus |  |
| Oner Sherelulining |  | $\$ 1,236.83$ plus $3,539.44$ plus $6,207.98$ plus $9,542.47$ plus $19,103.56$ plus $34,286.47$ | $\$ 57.57$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 53.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 33.34 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 31.87 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 30.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 25.93 for each additional 100 s.f. or fraction thereof | $\$ 3,127.64$ plus <br> $4,398.37$ plus <br> $5,557.33$ plus <br> $8,098.80$ plus <br> $9,662.62$ plus <br> $18,993.21$ plus | $\$ 31.77$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 23.18 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 5.21 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 18.66 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 15.94 for each additional 100 s.f. or fraction thereof | $\$ 4,364.46$ plus $7,937.81$ plus $11,765.31$ plus $17,641.27$ plus $28,766.18$ plus $53,279.68$ |  |


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| ${ }^{\text {A.-1 }}$ |  |  |  |  |  |  |  |
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| A-4 $\begin{array}{l}\text { Assembly-Indoor Sport Viewing } \\ \\ \\ \text { Arena, Skating Rink, Tennis Court }\end{array}$ |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |
| 5+ children, older than $21 / 2$ yrs |  |  |  |  |  |  |  |
| F-1 |  |  |  |  |  |  |  |
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| Readily support combustion |  |  |  |  |  |  |  |
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| ${ }_{\text {Cliss }}^{\text {Clise }}$ | ${ }_{\text {coin }}^{\substack{\text { Squaree }}}$ | Plan Check Fee |  |  |  | Total |  |
|  |  |  |  |  |  |  |  |
| Wercantie Moor fuedispersse |  |  |  |  |  |  |  |
| M Mocuraney Tenant Impovemens | $\begin{array}{r} \hline 500 \\ 2,500 \\ 5,000 \\ 10,000 \\ 25,000 \\ 50,000 \\ \hline \end{array}$ |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| R-2 $\begin{array}{l}\text { Residential-Permanent, 2+ Dwellings } \\ \text { Apartment, Dormitory, Timeshare }\end{array}$ |  |  |  |  |  |  |  |
| R-2 $\begin{array}{l}\text { Residential—Permanent, 2+, Repe } \\ \text { Apartment, Dormitory, Timeshare }\end{array}$ <br>   |  |  |  |  |  |  |  |
| R.3 Dwalligs-Cussom Homes |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| R.3 Dweligs Antemaie Maeras |  |  |  |  |  |  |  |
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| Storage-Low Hazar Open or Enclosed |  |  |  |  |  |  |  |
| Onher Tenantimpovemens |  |  |  |  |  |  |  |
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| (18C Class | $\underset{\text { coinage }}{\substack{\text { Suare }}}$ | Pan Check Fee |  | ${ }_{\substack{\text { Inspection } \\ \text { cheoc fee }}}$ |  | Toal |  |
| ${ }^{\text {A.- }}$ |  |  |  |  |  |  |  |
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| A-4 $\begin{array}{l}\text { Assembly-Indoor Sport Viewing } \\ \text { Arena, Skating Rink, Tennis Court }\end{array}$ |  |  |  |  |  |  |  |
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| Isiness-Bank |  |  |  |  |  |  |  |
| c, oupaliel |  |  |  |  |  |  |  |
| Businss-Dy Coaning |  |  |  |  |  |  |  |
| B Eussoss-Proissonal ofice | $\begin{gathered} 1,0,000 \\ \hline \end{gathered}$ |  |  |  |  |  |  |
| Busmes-High Rseolice |  |  |  |  |  |  |  |
| Boccupancy Tenat Impovemens |  |  |  |  |  |  |  |


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|  | Stiol | Pran Check Fee |  |  |  | Total |  |
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|  |  |  |  |  |  |  |  |
| ${ }^{\text {F.1 }}$ |  |  |  |  |  |  |  |
| F2 |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |
| H-4 $\begin{array}{l}\text { High Hazard Group H-4 } \\ \text { Pose health hazards }\end{array}$ | 300 <br> 1.500 <br> 3.0.00 <br> 1.0.000 <br> 30.000 |  |  |  |  |  |  |
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| LLOMG PERMT FEES . Constractiontress: VA, VB |  |  |  |  |  |  |  |
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| ${ }_{\substack{\text { Ibe } \\ \text { Class }}}^{\text {Isc ocuupancy }}$ |  | Plan check Fee |  |  |  | Total |  |
|  | $\begin{gathered} 1,000 \\ \hline \end{gathered}$ |  |  |  |  |  |  |
| $\begin{array}{\|ll} \hline \text { S-1 } & \text { Storage-Moderate Hazard, Repair Garage } \\ & \text { Motor Vehicles (not High Hazard) } \end{array}$ |  |  |  |  |  |  |  |
| [s,2 |  |  |  |  |  |  |  |
| Storage-Low Hazard, Parking Garages Open or Enclosed |  |  |  |  |  |  |  |
| Ohere Tenant mpovements |  |  |  |  |  |  |  |
|  | $\begin{gathered} 1,0000000 \\ \hline \end{gathered}$ |  |  |  |  |  |  |
| ¢sherbulang |  |  |  |  |  |  |  |

## CITY CLERK

| $\#$ | Description | Fee |
| :--- | :--- | :--- |
| 1 | Copies - 8x11 standard - first page | $\$ 1.00$ |
| 2 | Copies - 8x11 standard - additional page | $\$ 0.15$ |
| 3 | Copies - 8x11 color - first page | $\$ 1.00$ |
| 4 | Copies - 8x11 color - additional page | $\$ 0.25$ |
| 5 | Copies - oversized standard - first page | $\$ 1.00$ |
| 6 | Copies - oversized standard - additional page | $\$ 0.50$ |
| 7 | Oversized color - first page | $\$ 1.00$ |
| 8 | Oversized color - additional page | $\$ 1.00$ |
| 9 | Campaign Disclosure Form | $\$ 0.10$ |
| 10 | Documents provided on CD/DVD (City provides CD/DVD) | $\$ 11.00$ |
| 11 | Documents provided on CD/DVD (Requester provides CD/DVD) | $\$ 10.00$ |
| 12 | Documents provided on USB flash drive (City provides flash drive) | $\$ 15.00$ |
| 13 | Documents provided on USB flash drive (Requestor provides flash | $\$ 10.00$ |
| 14 | Electronic Copy Rate | $\$ 0.10$ |

COMMUNITY SERVICES

| \# | Description | Fee |
| :---: | :---: | :---: |
| Athletic Fields and Facility Fees |  |  |
| 1 | Athletic Field Lights - resident per hour | \$10.00 |
| 2 | Athletic Field Lights - non-resident per hour | \$20.00 |
| 3 | Athletic Field/Facility Use Fee - non-resident per hour | \$50.00 |
| 4 | Athletic Field/Facility Maintenance Fee - non-resident per participant | \$10.00 |
| 5 | Administrative Processing Fee (sports field rentals) | \$30.00 |
| Las Palmas Pool Program Fees |  |  |
| 6 | Recreation Swimming - adult resident | \$3.00 |
| 7 | Recreation Swimming - youth resident 0-12 years | \$1.00 |
| 8 | Recreation Swimming - senior resident 65 or older | \$1.50 |
| 9 | Recreation Swimming - adult non-resident | \$4.00 |
| 10 | Recreation Swimming - youth non-resident 0-12 years | \$3.00 |
| 11 | Recreation Swimming - senior non-resident 55 or older | \$3.00 |
| 12 | Private Swim Lesson - resident per class | \$20.00 |
| 13 | Private Swim Lesson - non-resident per class | \$30.00 |
| 14 | Learn to Swim Program - resident per class | \$5.00 |
| 15 | Learn to Swim Program - non-resident per class | \$7.00 |
| 16 | Swim Pass (30 entries) - adult resident | \$45.00 |
| 17 | Swim Pass (30 entries) - youth resident 0-12 years | \$20.00 |
| 18 | Swim Pass ( 30 entries) - senior resident 65 or older | \$30.00 |
| 19 | Swim Pass (30 entries) - adult non-resident | \$60.00 |
| 20 | Swim Pass (30 entries) - youth non-resident 0-12 years | \$45.00 |
| 21 | Swim Pass (30 entries) - senior non-resident 65 or older | \$45.00 |
| 22 | Swim Team - youth novice per month | \$50.00 |
| 23 | Swim Team - youth intermediate per month | \$60.00 |
| 24 | Swim Team - youth advanced per month | \$75.00 |
| 25 | Masters Swim per month | \$30.00 |
| 26 | Masters Swim per day | \$5.00 |
| 27 | Water Polo Clinic - resident per class | \$5.00 |
| 28 | Water Polo Clinic - non-resident per class | \$7.00 |
| 29 | American Red Cross Lifeguard Training Course | \$100.00 |
| 30 | American Red Cross CPR Course | \$50.00 |
| 31 | American Red Cross First Aid Course | \$50.00 |
| Las Palmas Pool Facility Rental Fees |  |  |
| 32 | Lifeguard Fee - per hour, per guard | \$25.00 |
| 33 | Pool Rental 50 meter lane - schools per lane, per hour | \$12.00 |
| 34 | Pool Rental 50 meter lane - non-profit per lane, per hour | \$15.00 |
| 35 | Pool Rental 50 meter lane - commercial per lane, per hour | \$20.00 |
| 36 | Pool Rental whole pool - schools per hour | \$100.00 |
| 37 | Pool Rental whole pool - non-profit per hour | \$130.00 |
| 38 | Pool Rental whole pool - commercial per hour | \$175.00 |
| 39 | Pool Rental water polo course - schools per hour | \$75.00 |
| 40 | Pool Rental water polo course - non-profit per hour | \$85.00 |


| 41 | Pool Rental water polo course - commercial per hour | \$100.00 |
| :---: | :---: | :---: |
| 42 | Pool Snack bar rental - schools per hour | \$2.00 |
| 43 | Pool Snack bar rental - non-profit per hour | \$5.00 |
| 44 | Pool Snack bar rental - commercial per hour | \$10.00 |
| 45 | Pool Birthday Party (2 hours) - resident | \$150.00 |
| 46 | Pool Birthday Party (2 hours) - non-resident | \$200.00 |
| Recreation Program Fees |  |  |
| 47 | Tiny Tots - resident per session | \$40.00 |
| 48 | Tiny Tots - non-resident per session | \$80.00 |
| 49 | Contractual Classes Revenue Sharing - Instructor/City | 70\%/30\% |
| 50 | Recreation Program - adult resident | 40\% of the |
| 51 | Recreation Program - adult non-resident | 70\% of the |
| 52 | Recreation Program - youth resident | 40\% of the |
| 53 | Recreation Program - youth non-resident | 70\% of the |
| 54 | Summer Camp - youth resident | 25\% of the |
| 55 | Summer Camp - youth non-resident | 50\% of the |
| 56 | Membership Card Fee - non-resident | \$2.00 |
| 57 | Membership Card Replacement | \$2.00 |
| 58 | Open Play Sports \& Fitness Center - adult non-resident per day | \$2.00 |
| Facility Rental Fees |  |  |
| 59 | National City Aquatic Center Facility Use Fee - resident per hour | \$100.00 |
| 60 | National City Aquatic Center Facility Use Fee - non-resident per | \$120.00 |
| 61 | National City Aquatic Center Facility Use Fee - non-profit resident per hour | \$140.00 |
| 62 | National City Aquatic Center Facility Use Fee - non-profit nonresident per hour | \$160.00 |
| 63 | National City Aquatic Center Facility Use Fee - commercial resident per hour | \$180.00 |
| 64 | National City Aquatic Center Facility Use Fee - commercial nonresident per hour | \$200.00 |
| 65 | MLK South Facility Use Fee - non-profit resident per hour | \$220.00 |
| 66 | MLK North Facility Use Fee - non-profit resident per hour | \$220.00 |
| 67 | MLK Combined Facility Use Fee - non-profit resident per hour | \$220.00 |
| 68 | MLK South Facility Use Fee - non-profit non-resident per hour | \$240.00 |
| 69 | MLK North Facility Use Fee - non-profit non-resident per hour | \$240.00 |
| 70 | MLK Combined Facility Use Fee - non-profit non-resident per hour | \$240.00 |
| 71 | MLK Kitchen Facility Use Fee | \$200.00 |
| 72 | MLK South Set-up Fee | \$75.00 |
| 73 | MLK North Set-up Fee | \$175.00 |
| 74 | MLK Combined Set-up Fee | \$250.00 |
| 75 | Stage Set-up Fee | \$300.00 |
| 76 | Recreation Center Facility Use Fee - non-profit resident per hour | \$50.00 |
| 77 | Recreation Center Facility Use Fee - non-profit non-resident per hour | \$75.00 |
| 78 | Alcohol Processing Fee | \$200.00 |
| 79 | Administrative Processing Fee (facility rentals) | \$50.00 |
| 80 | AV Equipment Set-up/Clean Up | \$100.00 |


| 81 | Kitchen Deposit | $\$ 60.00$ |
| :--- | :--- | :--- |
| 82 | Key Deposit | $\$ 100.00$ |
| 83 | MLK Cleaning and Damage Deposit with alcohol | $\$ 600.00$ |
| 84 | MLK Cleaning and Damage Deposit without alcohol | $\$ 300.00$ |
| 85 | Cleaning and Damage Deposit with alcohol | $\$ 400.00$ |
| 86 | Cleaning and Damage Deposit without alcohol | $\$ 100.00$ |
| 87 | AV Equipment Deposit | $\$ 100.00$ |

DEVELOPMENT IMPACT FEES

|  | Facility Type |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  <br> Rec | Library | Fire/EMS | Police | TOTAL |
| Residential | Per Housing Unit |  |  |  |  |
| Single Family | \$858 | \$172 | \$126 | \$318 | \$1,475 |
| Multifamily, 4 or greater | \$692 | \$139 | \$102 | \$257 | \$1,190 |
| Mobile Home/Other | \$849 | \$139 | \$124 | \$315 | \$1,459 |
| Non-Residential | Per 1,000 square feet/per room for hotel |  |  |  |  |
| Com/Shop Ctr 25,000 SF or less |  |  | \$1,009 | \$2,549 | \$3,558 |
| Com/Shop Ctr 25,001 SF - 50,000 SF |  |  | \$809 | \$2,043 | \$2,852 |
| Com/Shop Ctr 50,001 SF - 100,000 SF |  |  | \$652 | \$1,649 | \$2,301 |
| Com/Shop Ctr 100,001 SF - 200,000 SF |  |  | \$530 | \$1,340 | \$1,870 |
| General Office 10,000 SF or less |  |  | \$448 | \$1,133 | \$1,581 |
| General Office 10,001 SF - 25,000 SF |  |  | \$400 | \$1,012 | \$1,412 |
| General Office 25,001 SF - 50,000 SF |  |  | \$367 | \$929 | \$1,296 |
| General Office 50,001 SF - 100,000 SF |  |  | \$332 | \$840 | \$1,172 |
| Business Park |  |  | \$282 | \$713 | \$995 |
| Industrial Park |  |  | \$195 | \$493 | \$688 |
| Warehousing |  |  | \$113 | \$286 | \$399 |
| Manufacturing |  |  | \$144 | \$366 | \$510 |
| Lodging |  |  | \$107 | \$270 | \$377 |

ENGINEERING \& PUBLIC WORKS

| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Record of Survey | \$420.00 |
| 2 | Encroachment Agreement | \$690.00 |
| 3 | Special Driveway Permit | \$690.00 |
| 4 | Easement Dedication | \$690.00 |
| 5 | Lot Line Adjustment | \$1,300.00 |
| 6 | Ice Cream Truck Inspection Fee | \$50.00 |
| 7 | Sidewalk Vendor License | \$50.00 |
| 8 | Inflatable Jumper Permit | \$25.00 |
| 9 | Flood Hazard Area Permit | \$500.00 |
| 10 | Minor Construction Permit | \$450.00 |
| 11 | Minor Utility Company Permit | \$500.00 |
| 12 | Major Utility Company Permit Tier 1 (less than 1500 if trenching) | \$1,000.00 |
| 13 | Major Utility Company Permit Tier 2 (1500 if-3000 if trenching) | \$2,000.00 |
| 14 | Notice of Violation | Actual Cost |
| 15 | Sewer Connection Fee | \$1,500.00 |
| 16 | Industrial Waste Disposal Permit | \$900.00 |
| 17 | Batch Discharge Request | \$200.00 |
| 18 | Transportation Permit (Oversized Vehicles) | \$16-Single Trip/\$90 Annual |
| 19 | FEMA Certificate of Elevation | \$125.00 |
| 20 | Dumpster Permit | \$35.00 |
| 21 | Activate the Right of Way Program (streamlined permit for outdoor displays and café style seating) | \$50.00 |
| 22 | Construction Permit Renewal Fee | \$60.00 |
| 23 | Sewer Discharge Renewal Fee | \$100.00 |
| 24 | Other Engineering Review Services | Actual Cost |
| 25 | Other Engineering Inspection Services | Actual Cost |
| 26 | Project Initiation Fee | Actual Cost |
| 27 | Addressing of New or Existing Buildings | \$220.00 |
| Parking Fees (Excludes Specific Plan Areas and Specific Districts |  |  |
| 1 | Annual Parking District Renewal | \$35.00 |
| 2 | Temporary Parking Permit | \$2.00 |
| 3 | RV Parking Permit | \$2.00 |
| Sewer Capacity Fees |  |  |
| 1 | District Service Fee Equivalent Dwelling Unit of 280 GPD | \$1,930.00 |
| 2 | Apartment House/Duplex 1 Bedroom Unit | \$1,160.00 |
| 3 | Apartment House/Duplex 2 Bedroom Unit | \$1,450.00 |
| 4 | Apartment House/Duplex 3 Bedroom Unit | \$1,930.00 |
| 5 | Apartment House/Duplex Each Bedroom in excess of 3 Bedrooms | \$480.00 |
| 6 | Condominiums Each Individual Unit | \$1,930.00 |


| 7 | Hotels/Motels/Auto Courts per living unit w/o kitchen | \$530.00 |
| :---: | :---: | :---: |
| 8 | Hotels/Motels/Auto Courts per living unit w/kitchen | \$960.00 |
| 9 | Churches per Seating Unit of 150 or any fraction thereof | \$2,570.00 |
| 10 | Restaurants No Seating (Drive Thru/Take Out) | \$5,160.00 |
| 11 | Restaurants With Seating per each unit of 7 seats or fraction thereof | \$1,930.00 |
| 12 | Yogurt Shoppe | \$1,740.00 |
| 13 | Automobile Service Stations not more than 4 pumps | \$3,860.00 |
| 14 | Automobile Service Stations more than 4 pumps | \$5,800.00 |
| 15 | Self-Service Laundry per Each Washer | \$1,450.00 |
| 16 | Mobile Home Parks per Each Trailer Space | \$1,450.00 |
| 17 | Stores/Offices/Business/Small Industrial not listed | \$1,930.00 |
| 18 | All Others not listed see Formula J (Engineering to Calculate) | Number of Units $X$ unit Equivalent \% X 280 GPD X 6.9 |
| Storm Water and Fats, Oils, and Grease (FOG) fees |  |  |
| 1 | FOG (Self-Verification) | \$40.00 |
| 2 | FOG (Inspection) | \$130.00 |
| 3 | Storm Water Basic Inspection | \$50.00 |
| 4 | Storm Water Individual Inspection <2 acres | \$150.00 |
| 5 | Stormwater Individual Inspection $>2$ acres | \$200.00 |
| 6 | Corrective action letter | \$125.00 |
| 7 | Notice of Violation | \$250.00 |
| 8 | Citation | Full Cost Time \& Materials |
| Structural Best Management Practices |  |  |
| 1 | Maintenance Verification Form (Self-Verification) | \$60.00 |
| 2 | Maintenance Verification Form (follow-up) | \$80.00 |
| 3 | Structural BMPs Inspection for project with <10 BMPs - High priority project \& No Response | \$250.00 |
| 4 | Structural BMPs Inspection for project with $>10$ BMPs - High priority project \& No Response | \$350.00 |
| 5 | Structural BMPs Deficiency (Notice + Follow-up) | \$150.00 |
| 6 | NOV | \$300.00 |
| 7 | Citation | Full Cost Time \& Materials |

FINANCE

| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Pet License Admin Fee | \$30.00 |
| 2 | Business License Duplicate | \$14.00 |
| 3 | Business License Name Change | \$17.00 |
| 4 | Non-compliant Audit | \$28.00 |
| 5 | Business License Change of Location within City Small | \$112.00 |
| 6 | Business License Change of Location within City Medium | \$160.00 |
| 7 | Business License Change of Location within City Large | \$200.00 |
| 8 | New Business License Processing (small) | \$75.00 |
| 9 | New Business License Processing (medium) | \$90.00 |
| 10 | New Business License Processing (large) | \$100.00 |
| 11 | Used Dealer State License Processing | \$74.00 |
| 13 | Certified Business License List | \$18.00 |
| 14 | Return Check 1-10 days | \$25.00 |
| 15 | Return Check 10 or more days | \$35.00 |
| 16 | Return Check - each addt'l 10 days | \$10.00 |
| 17 | Inspection Fee (field, including Temporary Use Permit) | \$42.00 |
| 18 | Temporary Use Permit (TUP) Review | \$12.00 |
| 19 | Garage Sales Permit | \$7.00 |
| 20 | Business License Appeals | \$38.00 |
| 21 | Department of Consumer Affairs Public Records Act (PRA) Copies | Per City Clerk's Fee |
| 22 | Credit card convenience fee | Actual Cost |
| 23 | E-check convenience fee | Actual Cost |
| Commercial Cannabis Business Application |  |  |
| 24 | Application Review - Phase 1 | \$1,859.00 |
| 25 | Application Review - Phase 2 | \$3,765.00 |
| 26 | Application Review - Phase 3 | \$5,000 deposit |
| 27 | Background Check | \$350.00/owner |
| 28 | Appeal Process Fee | \$3,586 |

FIRE

| \# | Description | Fee |
| :---: | :---: | :---: |
| Commercial/Multi-Family Residential |  |  |
| 1 | Plan Review: Sprinklers/New (less than 20,000 sf) | \$1,200.00 |
| 2 | Plan Review: Sprinklers/New (20,001-45,000 sf) | \$1,380.00 |
| 3 | Plan Review: Sprinklers/New (45,5001-80,000 sf) | \$2095.00 |
| 4 | Plan Review: Sprinklers/New (80,001-100,000 sf) | \$2,484.00 |
| 5 | Plan Review: Sprinklers/New (100,000 + sf) | \$3,443.00 |
| 6 | Each additional 10 units or fraction thereof | \$344.00 |
| 7 | Plan Review: Sprinklers/Improvement (less than 20,000 sf) | \$811.00 |
| 8 | Plan Review: Sprinklers/Improvement (20,001-45,000 sf) | \$991.00 |
| 9 | Plan Review: Sprinklers/Improvement (45,001-80,000 sf) | \$1,691.00 |
| 10 | Plan Review: Sprinklers/Improvement (80,001-100,000 sf) | \$2,101.00 |
| 11 | Plan Review: Sprinklers/Improvement (100,000 + sf) | \$2,636.00 |
| 12 | Each additional 10 units or fraction thereof | \$263.00 |
| Residential (Single Family) |  |  |
| 13 | Plan Review: Sprinklers New (less than 3,000 sf) | \$495.00 |
| 14 | Plan Review: Sprinklers New (more than 3,000 sf) | \$585.00 |
| 15 | Plan Review: Sprinklers Tenant Improvement (less than 3,000 sf) | \$405.00 |
| 16 | Plan Review: Sprinklers Tenant Improvement (more than 3,000 sf) | \$495.00 |
| 17 | Plan Review: Fire Alarm System New (less than 20,000 sf) | \$811.00 |
| 18 | Plan Review: Fire Alarm System New (20,001-45,000 sf) | \$1,150.00 |
| 19 | Plan Review: Fire Alarm System New (45,001-80,000 sf) | \$1,511.00 |
| 20 | Plan Review: Fire Alarm System New (80,001-100,000sf) | \$1,915.00 |
| 21 | Plan Review: Fire Alarm System New (100,000 + sf) | \$2,275.00 |
| 22 | Each additional 10 units or fraction thereof | \$227.00 |
| 23 | Plan Review: Fire Alarm System/Improvement (less than 20,000 sf) | \$495.00 |
| 24 | Plan Review: Fire Alarm System/Improvement (20,001-45,000 sf) | \$676.00 |
| 25 | Plan Review: Fire Alarm System/Improvement (45,001-80,000 sf) | \$1,036.00 |
| 26 | Plan Review: Fire Alarm System/Improvement (80,001-100,000 sf) | \$1,501.00 |
| 27 | Plan Review: Fire Alarm System/Improvement (100,000 + sf) | \$1,861.00 |
| 28 | Each additional 10 units or fraction thereof | \$186.00 |
| 29 | Plan Review: Fire Sprinkler Underground Piping | \$1242.00 |
| 30 | Plan Review: Fire Protection System/Improvement (hood systems and piping replacement | \$991.00 |
| 31 | Plan Review: Underground/Aboveground Piping Repairs | \$881.00 |
| 32 | Plan Review: Underground Tank Removal | \$970.00 |
| 33 | Plan Review: Underground Tank Installation | \$1,741.00 |
| 34 | Plan Review: Aboveground Tank Installation | \$1,380.00 |
| 35 | Plan Review: Aboveground Tank, Removal | \$811.00 |
| California Fire Code (CPC): Canopy |  |  |
| 36 | 0-400 sf | \$0.00 |
| 37 | 401-500 sf | \$391.00 |
| 38 | 501-600 sf | \$436.00 |
| 39 | $601-700 \mathrm{sf}$ | \$571.00 |


| CFC: Tent |  |  |
| :---: | :---: | :---: |
| 40 | 0-200 sf | \$391.00 |
| 41 | 201+ sf | \$751.00 |
| 42 | Carnival and Fairs (Single Day) | \$515.00 |
| 43 | Carnival and Fairs (Multiple Day) | \$1,031.00 |
| 44 | CFC: Fireworks, Barge Loading* | \$571.00 |
| 45 | CFC: Fireworks Permit | \$602.00 |
| 46 | *Fireworks Inspection fee. (Additional hours after the first two hour is billed at $\$ 163.00$ per hour). | \$360.00 |
| 47 | CFC: Hydrant Use | \$225.00 |
| 48 | CFC: Private Fire Hydrant Installation | \$676.00 |
| CFC: Permit (See Attached List) |  |  |
| 49 | Annual Fire Inspection Hazardous Occupancy | \$481.00 |
| 50 | New CFC Operational Permits | \$211.00 |
| 51 | Fire Training | \$211.00 |
| 52 | Special Services | \$211.00 |
| 53 | Hot Work (Week Daily Permit Building Construction) | \$239.00 |
| 54 | Marine Fueling Inspection | \$344.00 |
| 55 | False Alarm Response | \$803.00 |
| 56 | Complaints - Noncompliance | \$422.00 |
| 57 | Fire Clearance Inspections | \$195.00 |
| 58 | Fire Safety Re-inspection/Multiple Inspection Fee | \$309.00 |
| 59 | Fire Department Standby (Additional hours after the first two hour is billed at $\$ 191.00$ per hour). | \$418.00 |
| 60 | Technical Services/After-Hour Technical Inspection Fee | \$211.00 |
| 61 | Copies (\$1.00/first page and \$0.15 for each page after) | Actual Cost |
| 62 | CFC: Operational Permit (Commodity Report) - Hourly Fee | \$524.00 |
| 63 | Knox Box Request/Application | \$97.00 |
| 64 | Health Care Facility Inspection - 0-20 Beds | \$97.00 |
| 65 | Health Care Facility Inspection-21-50 Beds | \$146.00 |
| 66 | Health Care Facility Inspection - 51-100 Beds | \$244.00 |
| 67 | Health Care Facility Inspection - each additional 25 beds in excess of 100 beds (or fraction thereof) | \$97.00 |
| 68 | Hospital Inspection- each additional 50 beds in excess of 250 beds (or fraction thereof) | \$189.00 |
| 69 | Residential License Care/Large Family Day Care Inspection | \$177.00 |
| 70 | Residential Apartment Complexes Inspection - 4-50 Units | \$177.00 |
| 71 | Residential Apartment Complexes Inspection - 51-100 Units | \$275.00 |
| 72 | Residential Apartment Complexes Inspection - 101-150 Units | \$373.00 |
| 73 | Residential Apartment Complexes Inspection - 151-200 Units | \$471.00 |
| 74 | Residential Apartment Complexes Inspection - Each additional 50 units (or fraction thereof) | \$126.00 |
| 75 | Annual Commercial/New Business License Inspection - 0-6,000 sq. ft . | \$153.00 |
| 76 | Annual Commercial/New Business License Inspection - 6,001$12,000 \mathrm{sq} . \mathrm{ft}$. | \$251.00 |


| 77 | Annual Commercial/New Business License Inspection - 12,001- <br> 25,000 sq. ft. | $\$ 349.00$ |
| :--- | :--- | :--- |
| 78 | Annual Commercial/New Business License Inspection - 25,001- <br> 50,000 sq. ft. | $\$ 447.00$ |
| 79 | Annual Commercial/New Business License Inspection - 50,001- <br> 100,000 sq. ft. | $\$ 545.00$ |
| 80 | Annual Commercial/New Business License Inspection - Each <br> Additional 25,000 sf in excess of 100,000 sf (or fraction thereof) | $\$ 153.00$ |
| Educational Occupancies | $\$ 226.00$ |  |
| 81 | Educational occupancies less than 50 persons | $\$ 48.00$ |
| 82 | Educational occupancies- Each additional 50 persons (or fraction <br> thereof) in excess of 50 persons | $\$ 315.00$ |
| 83 | Scope of Work Permit/Tenant Improvement |  |


| $\#$ | Description | Fee |
| :--- | :--- | :--- |
| 1 | Subordination Fee | $\$ 375.00$ |
| 2 | Monitoring Fee Per Unit | $\$ 215.00$ |

LIBRARY

| $\#$ | Description | Fee |
| :--- | :--- | :--- |
| Library Cards |  |  |
| 1 | Full Privilege Replacement | $\$ 2.00$ |
| 2 | Computer Access Card | $\$ 1.00$ |
| Lost \& Damaged Items |  | $\$ 5.00$ |
| 3 | Lost or Damaged Processing Fee | MSRP |
| 4 | Books: Hard Cover | MSRP |
| 5 | Books: Soft Cover | MSRP |
| 6 | BluRay | MSRP |
| 7 | DVD | MSRP |
| 8 | Music CD | MSRP |
| 9 | Paperback \& Periodicals | MSRP |
| 10 | Audio Books | $\$ 500.00$ |
| 11 | Laptop/Chromebook Replacement | $\$ 75.00$ |
| 12 | Hotspot Replacement | $\$ 45.00$ |
| 13 | Tech Accessories Replacement |  |
| Other |  | $\$ 2.00$ |
| 14 | RFID Replacement | $\$ 1.00$ |
| 15 | Barcode Replacement | $\$ 0.75 /$ each |
| 16 | Color Print or Copy | $\$ 0.15 / e a c h$ |
| 17 | B\&W Print or Copy |  |


| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Class A Temporary Use Permit | \$312.00 |
| 2 | Class B Temporary Use Permit | \$125.00 |
| 3 | Code Release / Demand Statement | \$60.00 |
| 4 | Class C Temporary Use Permits | \$75.00 |
| 5 | Graffiti removal | Actual |
| Code Conformance |  |  |
| 1 | Administrative Citation-1st Violation | \$100.00 |
| 2 | Administrative Citation - 2nd Violation w/in the same year | \$200.00 |
| 3 | Administrative Citation - greater than two violations in the same year | \$500.00 |
| 4 | Notice of Violation Filing Appeal | \$220.00 |
| 5 | Vacant Building Monitoring Fee | \$60.00 |
| 6 | Appeal of Abatement Notice | \$225.00 |
| 7 | Abandoned Building Inspection Fee | \$200.00 |
| Parking Enforcement |  |  |
| 1 | Parked In Bicycle Lane | \$35.00 |
| 2 | Parked Within Intersection | \$25.00 |
| 3 | Parked In Crosswalk | \$25.00 |
| 4 | Parked Within 15' of Fire Station Drive Way | \$25.00 |
| 5 | Blocking A Driveway | \$25.00 |
| 6 | Parked On Sidewalk | \$25.00 |
| 7 | Obstructing Traffic | \$25.00 |
| 8 | Double Parked | \$25.00 |
| 9 | Bus Zone | \$25.00 |
| 10 | Disabled Zone/ Curb Cut | \$25.00 |
| 11 | 18" From The Curb/ Wrong Way | \$25.00 |
| 12 | Must Park Parallel | \$25.00 |
| 13 | Handicap Parking Only | \$330.00 |
| 14 | Blocking Access To Handicap Pkg | \$330.00 |
| 15 | Parked On Handicap Lines | \$330.00 |
| 16 | Freeway Vending | \$35.00 |
| Equipment Violations |  |  |
| 1 | Broken/ Defective Windshield | \$35.00 |
| 2 | Expired Registration | \$35.00 |
| 3 | False Tabs | \$50.00 |
| 4 | License Plates/ 2 Required | \$30.00 |
| 5 | Plate Position | \$30.00 |
| 6 | No Cover Allowed Over Plate | \$30.00 |
| 7 | Missing Current Tabs | \$60.00 |


| City Municipal Parking Violations |  |  |
| :--- | :--- | :--- |
| 1 | Parked On Parkway | $\$ 35.00$ |
| 2 | Climbing/ Jumping Curbs | $\$ 25.00$ |
| 3 | Parked On Unpaved Surface | $\$ 35.00$ |
| 4 | Blocking Sidewalk | $\$ 25.00$ |
| 5 | 72 Hr Storage On Public Street | $\$ 50.00$ |
| 6 | Washing / Repairing On Street | $\$ 35.00$ |
| 7 | Parking On Hills/ Wheel Crimping | $\$ 35.00$ |
| 8 | Red/Yellow/White/Green Curb | $\$ 35.00$ |
| 9 | Parking In Alley | $\$ 35.00$ |
| 10 | Posted No Parking 1 Hr | $\$ 25.00$ |
| 11 | $2 / 4$ Hour Time Limit | $\$ 25.00$ |
| 12 | Posted No Parking | $\$ 35.00$ |
| 13 | Commercial In Residential | $\$ 35.00$ |
| 14 | Fire Lane | $\$ 35.00$ |
| 15 | Tractor/ Trailer Parked In Residential | $\$ 35.00$ |
| 16 | Parking On Boat Ramp | $\$ 35.00$ |
| 17 | Parking Recreational Vehicles on City Street <br> 11.32 .366 | $\$ 100.00$ |

PLANNING

## Development

| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Annexation | \$4,600.00 |
| 2 | Coastal Dev Permit with Public Hearing | \$3,350.00 |
| 3 | Coastal Dev Permit without Public Hearing | \$800.00 |
| 4 | Code Amendment | \$5,500.00 |
| 5 | Conditional Use Permit (CUP) | \$3,700.00 |
| 6 | Consistency Review | \$3,700.00 |
| 7 | General Plan Amendment | \$5,500.00 |
| 8 | Historic Site Designation | \$1,600.00 |
| 9 | Initial Study | \$1,100.00 |
| 10 | Local Coastal Program (LCP) Amendment | \$5,500.00 |
| 11 | Minor Use Permit | \$700.00 |
| 12 | Planned Development Permit (PD) | \$3,700.00 |
| 13 | Preliminary Site Plan Review (per review) | \$625.00 |
| 14 | Request to Initiate General Plan/Specific Plan/Zoning Amendment | \$1,000.00 |
| 15 | Specific Plan | \$6,717.00 |
| 16 | Specific Plan Amendment | \$5,500.00 |
| 17 | Substantial Conformance - Council, Commission | \$800.00 |
| 18 | Substantial Conformance - Staff Review | \$550.00 |
| 19 | Time Extension with Public Hrg (CUP, PD, Variance) | \$1,150.00 |
| 20 | Time Extension without Public Hrg (CUP, PD, Variance) | \$420.00 |
| 21 | Variance | \$3,700.00 |
| 22 | Zone Map Change | \$5,500.00 |
| Subdivision |  |  |
| 1 | Certificate of Compliance | \$875.00 |
| 2 | Lot Merger | \$800.00 |
| 3 | Street Vacation | \$4,275.00 |
| 4 | Street Vacation Initiation | \$1,100.00 |
| 5 | Tentative Parcel Map | \$3,000.00 |
| 6 | Tentative Subdivision Map | \$4,000.00 |
| 7 | Time Extension, Tentative Parcel Map | \$1,050.00 |
| 8 | Time Extension, Tentative Subdivision | \$1,050.00 |
| Miscellaneous |  |  |
| 1 | Appeal, Project Processing (non- refundable) Project | \$1,000.00 |
| 2 | Home Occupation Permit | \$100.00 |
| 3 | Large Family Day Care | \$100.00 |
| 4 | Mills Act Application | \$2,265.00 |
| 5 | Research Fee (per hour) | Actual Cost |
| 6 | Zoning/Rebuild Letters | \$90.00 |
| 7 | Interim Use Permit | \$1,525.00 |
| 8 | General Update Fee | 5\% of the Development and Subdivision application fee |
| 9 | Scanning Fee (fee to scan file content once approved) | \$2.50 |
| 10 | Business License Processing Fee | \$25.00 |


| Signs |  |  |
| :--- | :--- | :--- |
| 1 | Banners, Administrative Fee | $\$ 60.00$ |
| 2 | Banners, Processing (reimbursable) | $\$ 500.00$ |
| 3 | Painted Wall Sign | $\$ 69.00$ |
| 4 | Reface Sign | $\$ 69.00$ |

POLICE

| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Dog License, 1 year unaltered | \$30.00 |
| 2 | Dog License, 1 year altered | \$15.00 |
| 3 | Dog License, 2 year unaltered | \$52.00 |
| 4 | Dog license, 2 year altered | \$26.00 |
| 5 | Dog License, 3 year unaltered | \$72.00 |
| 6 | Dog License, 3 year altered | \$36.00 |
| 7 | Dog License Replacement | \$15.00 |
| 8 | Jurisdictional Transfer of Dog License | \$13.00 |
| 9 | Animal Quarantine Release | \$145.00 |
| 10 | Animal Relinquishment | \$108.00 |
| 11 | Dead Animal Pickup | \$45.00 |
| 12 | Tranquilizer | \$145.00 |
| 13 | Guard Dog Permit | \$145.00 |
| 14 | Non-Allowed Animal Permit | \$145.00 |
| 15 | Alarm Permit | \$45.00 |
| 16 | Second Response Permit (loud music, parties) | \$153.00 |
| 17 | False Alarm Response (NCMC 10.45.130) - 3rd | \$100.00 |
| 18 | False Alarm Response (NCMC 10.45.130) - 4th | \$150.00 |
| 19 | False Alarm Response (NCMC 10.45.130) - 5th | \$200.00 |
| 20 | False Alarm Response (NCMC 10.45.130) - 6th | \$300.00 |
| 21 | False Alarm Response (NCMC 10.45.130) - 7th or more | \$400.00 |
| 22 | Negligent Vehicle Impound/Release | \$124.00 |
| 23 | Ticket Sign Off | \$15.00 |
| 24 | Vehicle Repossession | \$15.00 |
| 25 | Research Hourly Rate | Actual Cost |
| 26 | Deposition of Subpoena - Deposit (refundable or recover T/M) | \$275.00 |
| 27 | Accident Report - Person Involved | \$20.00 |
| 28 | Accident Report - Insurance \& Attorneys | \$20.00 |
| 29 | Crime Report - Person Involved | \$20.00 |
| 30 | Crime Report - Insurance \& Attorneys | \$30.00 |
| 31 | Request for Report - Person Involved | \$20.00 |
| 32 | Request for Report - Insurance \& Attorneys | \$30.00 |
| 33 | Record Check/Clearance Letter/No Record | \$40.00 |
| 34 | Request for Background Checks (fee to be charged to contractors, no fee for Law Enforcement Agencies) | \$45.00 |
| 35 | Photographs/Videos/CDs/DVDs | \$80.00 |
| 36 | Video (DVD) for Body Worn Camera Footage | \$110.00 |
| 37 | Public Records Request Copies | Subject to City Clerk's Fees |
| 38 | Download Accident or Stolen Vehicle Report from Website | \$18.00 |
| 39 | Massage Business - Police Dept. Permit | \$725.00 |
| 40 | Massage Business - Renewed - Police Dept. Permit | \$225.00 |
| 41 | Fingerprinting | \$50.00 |


| 42 | Pawnshop Permit Fee | $\$ 110.00$ |
| :--- | :--- | :--- |
| 43 | Alcoholic Beverage Control (ABC) Permit Fee | $\$ 110.00$ |
| 44 | Firearms Storage Fee | $\$ 5.00$ |

FULLY BURDENED HOURLY RATES

| \# | Position | Fully Burdened Hourly Rate |
| :---: | :---: | :---: |
| 1 | Acct - ACCOUNTANT | 74.27 |
| 2 | Acct - ACCOUNTING ASSISTANT | 57.02 |
| 3 | Acct - Administrative Technician | 70.98 |
| 4 | Acct - DIRECTOR OF FINANCE | 177.53 |
| 5 | Acct - FINANCIAL SERVICES OFFICER | 132.00 |
| 6 | Acct - MANAGEMENT ANALYST II | 78.12 |
| 7 | Acct - PAYROLL TECHNICIAN | 71.90 |
| 8 | Acct - SENIOR ACCOUNTANT | 90.13 |
| 9 | Atty - CITY ATTORNEY | 191.81 |
| 10 | Atty - DEPUTY CITY ATTORNEY | 124.74 |
| 11 | Atty - EXECUTIVE ASSISTANT IV | 75.55 |
| 12 | Atty - SR. ASSISTANT CITY ATTORNEY | 132.46 |
| 13 | CC - CITY CLERK | 21.29 |
| 14 | CC - EXECUTIVE ASSISTANT IV | 80.74 |
| 15 | CC - Records Management Officer | 105.57 |
| 16 | CD - ADMINISTRATIVE SECRETARY | 66.15 |
| 17 | CD - ASSISTANT PLANNER | 82.13 |
| 18 | CD - Code Conformance Officer I | 46.50 |
| 19 | CD - CODE CONFORMANCE OFFICER II | 97.92 |
| 20 | CD - Director of Neighborhood Srvcs | 204.53 |
| 21 | CD - GRAFFITI REMOVAL ASSISTANT | 73.34 |
| 22 | CD - GRAFFITI REMOVAL TECHNICIAN | 84.54 |
| 23 | CD - LIBRARY ASSISTANT | 30.66 |
| 24 | CD - LIBRARY TECHNICIAN | 38.85 |
| 25 | CD - OFFICE AIDE | 27.31 |
| 26 | CD - PARKING REGULATIONS OFFICER | 75.29 |
| 27 | CD - PRINCIPAL PLANNER | 112.14 |
| 28 | CD - RECREATION AIDE | 27.31 |
| 29 | CD - RECREATION CENTER SUPERVISOR | 71.14 |
| 30 | CD - RECREATION LEADER I | 27.57 |
| 31 | CD - RECREATION LEADER II | 27.76 |
| 32 | CD - RECREATION LEADER III | 28.01 |
| 33 | CD - RECREATION SPECIALIST | 28.01 |
| 34 | CD - RECREATION SUPERINTENDENT | 115.42 |
| 35 | CD - SENIOR OFFICE ASSISTANT | 62.04 |
| 36 | CM - CITY MANAGER | 213.30 |
| 37 | CM - Deputy City Manager | 175.30 |
| 38 | CM - EXECUTIVE ASSISTANT IV | 73.68 |
| 39 | CM - EXECUTIVE SECRETARY | 58.83 |
| 40 | CM - MANAGEMENT ANALYST II | 71.80 |
| 41 | CM - SENIOR OFFICE ASSISTANT | 47.71 |
| 42 | Eng \& PW - ASSISTANT CIVIL ENGINEER | 121.74 |
| 43 | Eng \& PW - Associate Civil Engineer | 106.18 |


| 44 | Eng \& PW - ASST DIRECTOR OF PW/ENGR | 173.06 |
| :---: | :---: | :---: |
| 45 | Eng \& PW - CIVIL ENGINEERING TECHNICIAN | 96.72 |
| 46 | Eng \& PW - DIRECTOR OF PW/CITY ENGINEER | 220.51 |
| 47 | Eng \& PW - EQUIP. MAINT. SUPERVISOR | 116.70 |
| 48 | Eng \& PW - EQUIPMENT MECHANIC | 77.17 |
| 49 | Eng \& PW - EQUIPMENT OPERATOR | 80.07 |
| 50 | Eng \& PW - EXECUTIVE SECRETARY | 76.84 |
| 51 | Eng \& PW - Junior Engineer-Civil | 80.42 |
| 52 | Eng \& PW - LEAD EQUIPMENT MECHANIC | 83.23 |
| 53 | Eng \& PW - MAINTENANCE WORKER | 67.58 |
| 54 | Eng \& PW - MANAGEMENT ANALYST II | 93.79 |
| 55 | Eng \& PW - Principal Civil Engineer | 160.27 |
| 56 | Eng \& PW - SENIOR CIVIL ENGINEERING TECH | 104.49 |
| 57 | Eng \& PW - Senior Construction Inspector | 115.13 |
| 58 | Eng \& PW - SENIOR EQUIPMENT OPERATOR | 94.66 |
| 59 | Eng \& PW - SENIOR OFFICE ASSISTANT | 62.33 |
| 60 | Eng \& PW - SENIOR TRAFFIC PAINTER | 85.87 |
| 61 | Eng \& PW - ST \& WASTEWATER MAINT SUPER | 113.40 |
| 62 | Eng \& PW - STREET SWEEPER OPERATOR | 76.86 |
| 63 | Eng \& PW - TRAFFIC PAINTER | 78.14 |
| 64 | Facilities - BUILDING TRADES SPECIALIST | 60.73 |
| 65 | Facilities - CUSTODIAN | 44.56 |
| 66 | Facilities - FACILITIES MAINT. SUPERVISOR | 83.93 |
| 67 | Facilities - SUPERVISING CUSTODIAN | 51.17 |
| 68 | Fire - ADMINISTRATIVE SECRETARY | 65.85 |
| 69 | Fire - BATTALION CHIEF | 209.10 |
| 70 | Fire - BUILDING OFFICIAL | 141.89 |
| 71 | Fire - DEPUTY FIRE MARSHAL | 180.19 |
| 72 | Fire - DIRECTOR OF EMERGENCY SERVICES | 226.19 |
| 73 | Fire - FIRE BATTALION CHIEF | 223.35 |
| 74 | Fire - FIRE CAPTAIN | 188.95 |
| 75 | Fire - FIRE ENGINEER | 171.15 |
| 76 | Fire - FIRE INSPECTOR | 97.99 |
| 77 | Fire - FIREFIGHTER | 130.46 |
| 78 | Fire - MANAGEMENT ANALYST III | 113.12 |
| 79 | Fire - PERMIT TECHNICIAN | 78.34 |
| 80 | Fire - FIRE SERVICES | 149.74 |
| 81 | Fire - SENIOR BUILDING INSPECTOR | 92.63 |
| 82 | Fire - SENIOR OFFICE ASSISTANT | 61.76 |
| 83 | Housing - COMMUNITY DEVELOPMENT MANAGER | 106.46 |
| 84 | Housing - COMMUNITY DEVELOPMENT SPEC II | 71.63 |
| 85 | Housing - DIR OF HOUSING \& ECONOMIC DEV | 138.19 |
| 86 | Housing - HOUSING ASSISTANT | 52.28 |
| 87 | Housing - HOUSING INSPECTOR II | 67.98 |
| 88 | Housing - HOUSING PROGRAMS MANAGER | 105.52 |
| 89 | Housing - HOUSING SPECIALIST | 73.11 |


| 90 | Housing - Property Agent | 86.99 |
| :---: | :---: | :---: |
| 91 | Housing - SENIOR HOUSING SPECIALIST | 84.44 |
| 92 | Housing - SENIOR OFFICE ASSISTANT | 48.99 |
| 93 | HR - ADMINISTRATIVE SECRETARY | 62.69 |
| 94 | HR - EXECUTIVE ASSISTANT II | 85.51 |
| 95 | HR - MANAGEMENT ANALYST II | 88.47 |
| 96 | HR - SENIOR OFFICE ASSISTANT/RISK | 58.79 |
| 97 | Info Sys - MGMT INFO SYSTEMS TECH I | 68.55 |
| 98 | Info Sys - MGMT INFO SYSTEMS TECH II | 76.92 |
| 99 | Info Sys - MGMT. INFO. SYSTEMS MANAGER | 100.50 |
| 100 | Library - Academic Enrichment Prog Coord | 108.42 |
| 101 | Library - CITY LIBRARIAN | 222.81 |
| 102 | Library - LIBRARIAN | 61.21 |
| 103 | Library - LIBRARY ASSISTANT | 36.13 |
| 104 | Library - LIBRARY TECHNICIAN | 45.79 |
| 105 | Library - OFFICE AIDE | 32.19 |
| 106 | Library - Senior Librarian | 119.43 |
| 107 | Library - Senior Library Technician | 87.35 |
| 108 | Parks - LEAD TREE TRIMMER | 95.49 |
| 109 | Parks - PARK CARETAKER | 73.63 |
| 110 | Parks - PARK SUPERINTENDENT | 125.43 |
| 111 | Parks - PARK SUPERVISOR | 114.75 |
| 112 | Parks - PARKS EQUIPMENT OPERATOR | 94.30 |
| 113 | Parks - SEASONAL PARK AIDE | 30.88 |
| 114 | Parks - SENIOR PARK CARETAKER | 84.02 |
| 115 | Parks - TREE TRIMMER | 89.98 |
| 116 | Pol - ADMINISTRATIVE SECRETARY | 63.28 |
| 117 | Pol - ANIMAL CONTROL OFFICER | 72.53 |
| 118 | Pol - Animal Regulations Officer | 72.53 |
| 119 | Pol - ASSISTANT CHIEF OF POLICE | 229.12 |
| 120 | Pol - COMMUNITY SERVICES OFFICER | 68.53 |
| 121 | Pol - CRIME ANALYST | 94.94 |
| 122 | Pol - EXECUTIVE ASSISTANT II | 86.33 |
| 123 | Pol - Mgmt. Info. Systems Tech. I | 97.40 |
| 124 | Pol - Mgmt. Info. Systems Tech. II | 109.29 |
| 125 | Pol - POLICE CAPTAIN | 223.40 |
| 126 | Pol - POLICE CHIEF | 264.86 |
| 127 | Pol - POLICE CORPORAL | 180.35 |
| 128 | Pol - Police Dispatch Supervisor | 91.35 |
| 129 | Pol - POLICE DISPATCHER | 83.94 |
| 130 | Pol - POLICE INVESTIGATIVE AIDE | 57.35 |
| 131 | Pol - POLICE INVESTIGATOR | 93.42 |
| 132 | Pol - POLICE LIEUTENANT | 249.84 |
| 133 | Pol - POLICE OFFICER | 152.33 |
| 134 | Pol - POLICE OPERATIONS ASSISTANT | 74.95 |
| 135 | Pol - POLICE RECORDS CLERK | 61.20 |


| 136 | Pol - POLICE RECORDS SUPERVISOR | 81.67 |
| :---: | :---: | :---: |
| 137 | Pol - POLICE RECRUIT | 67.25 |
| 138 | Pol - POLICE SERGEANT | 203.21 |
| 139 | Pol - PROPERTY \& EVIDENCE SPEC I | 71.35 |
| 140 | Pol - PROPERTY \& EVIDENCE SPEC II | 78.67 |
| 141 | Pol - PROPERTY \& EVIDENCE SUPERVISOR | 90.12 |
| 142 | Pol - SENIOR OFFICE ASSISTANT | 59.35 |
| 143 | Pol - SENIOR POLICE DISPATCHER | 106.83 |
| 144 | Pol - STOP GRANT OFFICE COORDINATOR | 75.32 |
| 145 | Pol - TRAINING COORDINATOR | 70.89 |
| 146 | Sewer - EQUIPMENT OPERATOR | 81.45 |
| 147 | Sewer - MAINTENANCE WORKER | 68.75 |
| 148 | Sewer - STREET SWEEPER OPERATOR | 78.19 |
| 149 | Sewer - WASTEWATER CREW CHIEF | 91.92 |
|  | ESGIL/INTERWEST CONTRACT RATES |  |
| 150 | Division Manager | 206.98 |
| 151 | Supervising Structural Engineer | 199.59 |
| 152 | CASp Certified Access Examiner | 139.57 |
| 153 | LEED Certified Plans Examiner | 139.57 |
| 154 | Structural Engineer | 139.57 |
| 155 | Civil Engineer | 139.57 |
| 156 | Electrical Engineer | 139.57 |
| 157 | Energy Plans Examiner | 139.57 |
| 158 | Mechanical Engineer | 139.57 |
| 159 | Building Official | 139.57 |
| 160 | Supervising Building Inspector | 139.57 |
| 161 | Deputy Building Official | 139.57 |
| 162 | I.C.C. Plans Examiner | 139.57 |
| 163 | Building Inspector | 122.71 |
| 164 | Permit Specialist/Counter Tech | 106.45 |
| 165 | Clerical Support | 50.27 |
| 166 | Counter Technician | 106.45 |
| 167 | Building/Engineering/Fire Inspector | 122.71 |

## RESOLUTION NO. 2022 -

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING THE FISCAL YEAR 2022-2023 MASTER FEE SCHEDULE

WHEREAS, cities throughout the State face limited financial resources, making it critical for cities to ensure their fees for requested services reflect the cost recovery that is consistent with California law and do not exceed the estimated reasonable cost of providing the service for which the fee is charged; and

WHEREAS, in 2018, the City of National City ("City") entered into an Agreement with Wildan Financial Services ("Wildan") to develop a cost allocation plan and perform a comprehensive user fee study to develop an updated fee schedule that ensures appropriate cost recovery for services directly benefitting individual users and consistent with applicable laws; and

WHEREAS, the resulting 2018 user fee study prepared by Willdan was used to set the fee schedule that has been in place from January 1, 2019 through today; and

WHEREAS, the fee schedule adopted effective January 2019 was based on Fiscal Year 2017-2018 fully burdened hourly rates and no updates have been made since then; and

WHEREAS, the updates proposed for the Fiscal Year 2022-2023 ("FY23") fee schedule maintain the methodology and formulas developed by the analysis provided by Willdan's 2018 fee study, while updating the fully burdened hourly rates to reflect the personnel costs in the FY23 budget; and

WHEREAS, the proposed updates will also include one new fee, for e-check convenience charges; updates to fees charged for lost or damaged library items to reflect the true cost of purchasing a replacement item; and fees that were previously adopted by City Council in separate actions over the years into one Master Fee Schedule document for clarity and transparency; and

WHEREAS, changes to City fees require a Public Hearing and, upon approval, do not become effective for at least sixty (60) days, therefore, if adopted tonight, the Fiscal Year 2023 Master Fee Schedule will be effective at the beginning of the new fiscal year, July 1, 2022.

Resolution 2022-
Page Two

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

Section 1: Adopt the Fiscal Year 2022-2023 Master Fee Schedule for user fees within the City of National City.

Section 2. 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 19th day of April, 2022

## ATTEST:

Alejandra Sotelo-Solis, Mayor

Luz Molina, City Clerk

APPROVED AS TO FORM:
$\overline{\text { Charles E. Bell Jr., City Attorney }}$


# CITY OF NATIONAL CITY MASTER FEE SCHEDULE 

Adopted April 19, 2022 - Effective July 1, 2022

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| Administrative Fees |  |  |
| :---: | :---: | :---: |
| \# | Description | Fee |
| 1 | Travel and Documentation (standard) (2 trips) | \$151.00 each |
| 2 | Travel and Documentation (each additional trip) | \$105.00 each |
| 3 | Permit Issuance | \$58.00 each |
| 4 | Construction \& Demolition Admin Fee | \$118.00 flat or each |
| Mechanical Permit Fees |  |  |
| 1 | Stand Alone Mechanical Plan Check | \$139.00/hr. |
| 2 | Air Conditioning Unit | \$64.00 each |
| 3 | Furnaces (F. A. U., Floor) | \$64.00 each |
| 4 | Wall Heater | \$64.00 each |
| 5 | Appliance Vent/Chimney (Only) | \$42.00 each |
| 6 | Refrigeration Compressor | \$128.00 each |
| 7 | Boiler | \$132.00 each |
| 8 | Chiller | \$132.00 each |
| 9 | Heat Pump (Package Unit) | \$64.00 each |
| 10 | Heater (Unit, Radiant, etc.) | \$64.00 each |
| 11 | Air Handler | \$64.00 each |
| 12 | Duct Work Only | \$132.00 each |
| 13 | Evaporative Cooler | \$64.00 each |
| 14 | Make-up Air System | \$132.00 each |
| 15 | Moisture Exhaust Duct (Clothes Dryer) | \$19.00 each |
| 16 | Vent Fan (Single Duct) | \$19.00 each |
| 17 | Vent System | \$64.00 each |
| 18 | Exhaust Hood and Duct (Residential) | \$64.00 each |
| 19 | Exhaust Hood- Type I (Commercial Grease Hood) | \$132.00 each |
| 20 | Exhaust Hood - Type II (Commercial Steam Hood) | \$132.00 each |
| 21 | Non-Residential Incinerator | \$132.00 each |
| 22 | Refrigerator Condenser Remote | \$132.00 each |
| 23 | Walk- in Box I Refrigerator Coil | \$132.00 each |
| Electrical Permit Fees |  |  |
| 1 | Stand Alone Electrical Plan Check | \$139.00/hr. |
| 2 | Single Phase Service | $\$ 82.00 /$ per 100 amps or portion thereof |
| 3 | Three Phase Service | \$130.00/per 100 amps or portion thereof |
| All Other Types of Construction |  |  |
| 4 | 15 or 20 amp - First 10 circuits | \$42.00 each |
| 5 | 15 or 20 amp - next 90 circuits | \$19.00 each |
| 6 | 15 or 20 amp -over 100 circuits | \$10.00 each |
| 7 | 25 to 40 amp circuits | \$64.00 each |
| 8 | 50 to 175 amp circuits | \$87.00 each |
| 9 | 200 amp and larger circuits | \$109.00 each |
| 10 | Temporary Service | \$64.00 each |


| 11 | Temporary Pole | \$64.00 each |
| :---: | :---: | :---: |
| 12 | Pre-Inspection | \$112.00/hr. |
| 13 | Generator Installation | \$64.00/kw |
| Plumbing Permit Fees |  |  |
| 1 | Stand Alone Plumbing Plan Check | \$139.00/hr. |
| 2 | Fixtures | \$19.00 each |
| 3 | Gas System | \$42.00 first outlet |
| 4 | Gas Outlets | \$19.00 each additional |
| 5 | Building Sewer | \$64.00 each |
| 6 | Grease Trap | \$64.00 each |
| 7 | Backflow Preventer 1 through 5 | \$42.00 first five |
| 8 | Backflow Preventer - each additional (More than 5) | \$9.00 each additional |
| 9 | Roof Drain - Rainwater System | \$132.00 |
| 10 | Water Heater - Residential - No Admin | \$60.00 each |
| 10 | Water Heater - Commercial | \$140.00 each |
| 11 | Water Pipe Repair I Replacement | \$42.00 each |
| 12 | Drain- Vent Repair I Alterations | \$42.00 each |
| 13 | Drinking Fountain | \$64.00 each |
| 14 | Solar Water System Fixtures | \$132.00 |
| 15 | Graywater Systems (per hour) | \$170.00/hr. |
| 16 | Medical Gas System (Each Outlet) | \$19.00 each |
| Miscellaneous |  |  |
| 1 | Repetitive plan check review | First permit at 100\% of Fee Schedule Rate, each additional at 25\% for Plan Check Fee, Inspections @ Full Fee Schedule Rate |
|  | Antenna-Telecom Facility |  |
| 2 | Equipment container | \$837.00 |
| 3 | Cellular/Mobile Phone, free-standing Monopalm | \$649.00 each |
| 4 | Cellular/Mobile Phone, co-location Antenna | \$588.00 each |
| 5 | Awning/Canopy (Supported by building) | \$542.00 each |
| 6 | Balcony Addition | \$649.00 each |
| 7 | Building Moving Application Fee | \$760.00 each |
| 8 | Carport | \$727.00 per $500 \mathrm{sq} . \mathrm{ft}$. |
| 9 | Change of Occupancy | \$201.00 each |
| 10 | Close Existing Openings | \$600.00 each |
| 11 | Compliance Inspections/Re-inspections | \$120.00 each |
| 12 | Condo Conversion | \$707.00 each unit |
| 13 | Covered Porch | \$657.00 each |
| 14 | Deck | \$653.00 each |
| 15 | Demolition-Residential Partial Demo (flat fee) | \$225.00 each |
| 16 | Demolition - Residential | \$356.00 each |
| 17 | Demolition- Multifamily/Commercial | \$376.00 each |
| 18 | Door-New | \$380.00 each |
| 19 | Drywall (first 500 sq.ft.) | \$164.00 first 500 sq. ft. |


| 20 | Each additional 100 sq.ft. | \$19.00 |
| :---: | :---: | :---: |
| 21 | Fence or Freestanding Wall (non- masonry) >7 feet in height | \$402.00 first 100 linear ft. |
| 22 | Each additional 100 lin. Feet | \$46.00 |
| 23 | Fence or Freestanding Wall (masonry) >4 feet in height | \$466.00 first 100 linear ft. |
| 24 | Each additional 100 lin. Feet | \$61.00 |
| 25 | Fireplace | Schedule Rate |
| 26 | Masonry | \$600.00 each |
| 27 | Pre-Fabricated/Metal | \$364.00 each |
| 28 | Flag pole (over 30 feet in height) | \$433.00 each |
|  | Garage (Residential) |  |
| 29 | Attached | \$882.00 up to 750 sq.ft. |
| 30 | Detached | \$882.00 up to 750 sq.ft. |
| 31 | Greenhouse (non- commercial) | \$395.00 each |
| 32 | Insulation | \$228.00 each unit |
| 33 | Lighting pole | \$433.00 first pole |
| 34 | Each additional pole | \$61.00 |
| 35 | Partition-Commercial, Interior | $\$ 378.00$ up to 30 linear ft. |
| 36 | Additional partition | \$19.00 each additional linear foot |
| 37 | Partition-Residential, Interior | $\$ 378.00$ up to 30 linear ft. |
| 38 | Additional partition | \$19.00 each additional 30 linear feet |
| 39 | Patio Cover without calculations | \$619.00 per 300 sq. ft. |
| 40 | Patio Cover with calculations | \$720.00 per 300 sq. ft. |
| 41 | Photovoltaic System | \$398.00 each |
|  | Pile Foundation |  |
| 42 | Cast in place concrete (first 10 piles) | \$573.00 (1-10) |
| 43 | Additional Piles (increments of 10) | \$115.00 each 10 |
| 44 | Driven (steel, pre-stressed concrete) | \$588.00 (1-10) |
| 45 | Additional Piles (increments of 10) | \$131.00 each 10 |
| 46 | Pre- Plan Check Appointments | \$211.00 first hour |
| 47 | Pre-Plan Check appointment | \$105.00 each additional $1 / 2$ hour |
|  | Remodel-Residential |  |
| 48 | 500 sq.ft. | \$789.00 |
| 49 | Additional Remodel | $\$ 53.00$ per 100 sq. ft. or portion thereof |
|  | Re-roof |  |
| 50 | Tile/Shake- first 500 sq.ft. | \$265.00 |
| 51 | each additional100 sq.ft. | \$19.00 |
| 52 | Comp/Metal- first 500 sq.ft. | \$265.00 |
| 53 | each additional100 sq.ft. | \$19.00 |
| 54 | Roof Structure Replacement | \$681.00 first 500 sq. ft. |


| 55 | each additional space 100 sq.ft. | \$58.00 |
| :---: | :---: | :---: |
| 56 | Residential Re- Plumb (Flat Rate) | \$151.00 per unit |
| 57 | Residential Re-Wire (Flat Rate) | \$151.00 per unit |
|  | Room Addition- First Story |  |
| 58 | Up to 500 sq.ft. | \$913.00 |
| 59 | each additional 100 sq.ft. | \$63.00 |
| 60 | Up to 500 sq. ft. with calculations | \$1,191.00 |
| 61 | each addition per 100 sq. ft. with calculations | \$56.00 |
|  | Room Addition-Multi- story |  |
| 62 | Up to 500 sq.ft | \$1,230.00 |
| 63 | each addition per 100 sq. ft. | \$52.00 |
| 64 | Up to 500 sq.ft. with calculations | \$1,368.00 |
| 65 | each addition per 100 sq.ft. with calculations | \$85.00 |
| 66 | Sauna | \$403.00 each |
| 67 | Siding | \$197.00 first 400 sq. ft. |
| 68 | Additional siding | \$42.00 each additional 400 sq. ft. |
|  | Signs |  |
| 69 | Pole Sign, Non-electric | \$387.00 each |
| 70 | Pole Sign, Electric | \$441.00 each |
| 71 | Wall/Awning Sign, Non-electric | \$341.00 each |
| 72 | Wall Sign-Electric | \$364.00 each |
| 73 | Skylight | \$456.00 each |
| 74 | Spa or Hot Tub (Pre-Fabricated) | \$356.00 each |
| 75 | Stairs-First Flight | \$400.00 |
| 76 | each additional flight | \$64.00 |
|  | Storage Racks |  |
| 77 | 5'9" (up to 100 sq.ft.) | \$496.00 |
| 78 | each additional 100 sq.ft. | \$53.00 |
| 79 | Stucco Applications | \$259.. 00 first 400 sq. ft. |
| 80 | Additional stucco application | \$53.00 each additional 400 sq. ft. |
|  | Swimming Pool/ Spa |  |
| 81 | Residential | \$712.00 first 800 sq. ft. |
| 82 | each additional 100 sq.ft. | \$56.00 |
| 83 | Commercial | \$781.00 first 800 sq. ft. |
| 84 | Commercial each additional 100 sq.ft. | \$56.00 |
|  | Window or Sliding Glass Door |  |
| 85 | New Window (Non-Structural) | \$378.00 each |
| 86 | Each additional (Non-Structural) | \$45.00 each |
| 87 | New Window Structural | \$400.00 each |
| 88 | Each additional structural | \$53.00 each |
| 89 | Repair/Replace-First 10 Windows (Retro-fit Windows) | \$230.00 |
| 90 | Repair/Replace-Each additional 5 (Retro-fit Windows) | \$45.00 |
| 91 | Plan Change and/or Review (Standard Hourly Rate) | \$178.00/hr. |


| 92 | Research | Hourly Rate of Personnel |
| :---: | :---: | :---: |
| 93 | Supplemental Inspection Fee | \$112.00/hr. |
| 94 | Emergency (Non- Scheduled) Call-Out Fee | \$390.00/four hrs. |
| 95 | After Hours (Scheduled) Call-Out Fee | \$204.00 each additional hour |
| 96 | Each additional hour | \$112.00 |
| 97 | Public Records Act Copies | Refer to City Clerk Fees |
| 98 | Duplication of Building Plans | \$98.73 each |
| 99 | Certificate of Occupancy | \$60.00 each |
| 100 | Certificate of Occupancy (Duplicate) | \$49.00 each |
| 101 | Temporary Certificate of Occupancy | \$187.00 each |
| 102 | Job Card Replacement | \$36.00 each |
| 103 | Refund Processing | \$105.00 each |
| 104 | Change of Contractor/Architect or Owner | \$128.00 each |
| 105 | Product Review | \$82.00 each |
| 106 | Request/Research for alternative methods | \$154.86/hr. |
| 107 | Additional Plan Check Fee after Third Submittal | \$154.86 each |
| 108 | Supplemental Plan Check/Plan Change | \$154.86/hr. |
| 109 | Trash Enclosure | \$375.00 each |
| 110 | Commercial Coach (Construction/Temporary Trailers) | \$250.00 each |
| 111 | Modular Structures | \$750.00 each |
|  | Mezzanine |  |
| 112 | First 500 Square Feet | \$500.00 |
| 113 | Each additional 500 Square Feet | \$42.40 |
|  | Electrical Vehicle Charging Station |  |
| 114 | Residential (SFD or Duplex) | \$225.00 each |
| 115 | Commercial or Multifamily Residential | \$225.00 each |
| 116 | Commercial or Multifamily Residential | \$50.00 each additional |


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| IBC |  | Plan Check Fee |  | $]^{\text {nspeection cheek }}$ Fee |  | Toal |  |
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|  | $\begin{gathered} 100 \\ \hline \end{gathered}$ |  |  |  |  |  |  |
| c, oupaient | $\begin{gathered} 100 \\ \hline \end{gathered}$ |  | $\$ 984.82$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 500 s.f. 940.34 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1000 s.f. 573.36 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2000 s.f. 550.65 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 531.78 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 460.81 for each additional 100 s.f. or fraction thereof | $\$ 1,475.68$ plus <br> $1,983.98$ plus <br> $2,492.27$ plus <br> $3,635.93$ plus <br> $4,294.95$ plus <br> $8,384.95$ plus | $\$ 127.07$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 500 s.f. 101.66 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1000 s.f. 114.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2000 s.f. 21.97 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 81.80 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 70.88 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 3,571.45 \text { plus } \\ 8,019.02 \text { plus } \\ 13,229.03 \text { plus } \\ 20,106.29 \text { plus } \\ 37,284.87 \text { plus } \\ 67,963.82 \text { plus } \\ \hline \end{array}$ |  |
| Busmess-DyCleaning |  |  |  |  |  |  |  |
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|  |  | Plan Check Fee |  | facion Chek |  | Toal |  |
|  | $\begin{array}{r} 500 \\ 2,500 \\ 5,000 \\ 10,000 \\ 25,000 \\ 50,000 \\ \hline \end{array}$ |  |  |  |  | $\$ 3,190.23$ plus <br> $6,112.92$ plus <br> $9,589.77$ plus <br> $14,545.64$ plus <br> $25,192.83$ plus <br> $46,387.13$ plus |  |
|  | $\begin{array}{r} 300 \\ 1,500 \\ 3,000 \\ 6,000 \\ 15,000 \\ 30,000 \\ \hline \end{array}$ |  |  |  |  | $\$ 2,809.00$ plus <br> $4,969.25$ plus <br> $7,556.59$ plus <br> $11,495.87$ plus <br> $19,093.30$ plus <br> $35,458.81$ plus | $\$ 180.02$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1500 s.f. <br> 172.49 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f. <br> 131.31 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s.f. <br> 84.42 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 15000 s.f. <br> 109.10 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. <br> 89.62 for each additional 100 s.f. or fraction thereof |
| F-1 Facoory noussial-Moderaie Hazard | 1.500 <br> 1.500 <br> 1.5000 <br> 30.500 <br> 750,000 <br> 150,000 | $\begin{array}{r} \$ 2,395.78 \text { plus } \\ 3,666.51 \text { plus } \\ 8,017.59 \text { plus } \\ 15,037.21 \text { plus } \\ 29,935.39 \text { plus } \\ 59,447.03 \text { plus } \\ \hline \end{array}$ | $\$ 21.18$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7500 s.f. 58.01 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 15000 s.f. 46.80 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. 33.11 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 75000 s.f. 39.35 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 150000 s.f. 36.74 for each additional 100 s.f. or fraction thereof | $\$ 2,746.42$ plus $3,508.86$ plus $4,794.88$ plus $6,192.69$ plus $8,646.03$ plus $16,039.94$ plus | $\$ 12.71$ for each additional 100 s.f. or fraction thereof $>$ half of $100 \mathrm{~s} . f$., to and including $7500 \mathrm{~s} . f$. 17.15 for each additional 100 s.f. or fraction thereof $>$ half of $100 \mathrm{~s} . f$. , to and including $15000 \mathrm{~s} . f$. 9.32 for each additional 100 s.f. or fraction thereof $>$ half of $100 \mathrm{~s} . f .$, to and including 30000 s .f. 5.45 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including $75000 \mathrm{~s} . f$. 9.86 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 150000 s.f. 9.20 for each additional 100 s.f. or fraction thereof | $\$ 5,142.19$ plus $7,175.37$ plus $12,812.47$ plus $21,229.90$ plus $38,581.42$ plus $75,486.97$ |  |
|  |  |  |  | $\$ 5,414.96$ plus <br> $7,448.14$ plus <br> $9,623.68$ plus <br> $13,944.18$ plus <br> $16,397.51$ plus <br> $32,559.50$ plus | $\$ 25.41$ for each additional 100 s.f. or fraction thereof $>$ half of $100 \mathrm{s.f}$. , to and including $10000 \mathrm{s.f}$. 21.76 for each additional 100 s.f. or fraction thereof $>$ half of $100 \mathrm{~s} . f$. , to and including 20000 s s.f. 21.60 for each additional 100 s.f. or fraction thereof $>$ half of $100 \mathrm{~s} . f .$, to and including 40000 s.f. 4.09 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 16.16 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 200000 s.f. 13.90 for each additional 100 s.f. or fraction thereof | $\$ 7,937.81$ plus $14,418.56$ plus $22,088.84$ plus $33,174.82$ plus $54,719.76$ plus $101,537.05$ plus |  |
|  |  |  |  |  |  |  |  |
|  |  | $\begin{array}{r} \$ 1,125.04 \text { plus } \\ 2,965.22 \text { plus } \\ 5,156.05 \text { plus } \\ 7,855.17 \text { plus } \\ 15,479.59 \text { plus } \\ 27,678.65 \text { plus } \\ \hline \end{array}$ | $\$ 76.67$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f. 73.03 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s.f. 44.99 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 12000 s.f. 42.36 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. 40.66 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 60000 s.f. 33.30 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 2,492.26 \\ 3,508.86 \end{array} \text { plus } \text { plus }$ | $\$ 42.36$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f. 33.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s.f. 33.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1200 s.f. 6.65 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. 25.07 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 60000 s.f. 20.53 for each additional 100 s.f. or fraction thereof | $\$ 3,617.31$ plus$6,474.08$ plus <br> $9,681.50$ <br> $14,413.80$ plus <br> $23,236.10$ plus <br> $42,956.15$ plus |  |
|  |  |  | $\$ 68.63$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1500 s.f. 69.81 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f. 39.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s.f. 36.71 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 15000 s.f. 35.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. 28.10 for each additional 100 s.f. or fraction thereof |  |  | $\$ 2,092.43$ plus $3,551.39$ plus $5,233.93$ plus $7,678.90$ plus $11,799.48$ plus $21,861.94$ plus |  |
|  |  | $\$ 1,252.11$ plus <br> $3,346.45$ plus <br> $5,791.42$ plus <br> $8,871.76$ plus <br> $17,512.76$ plus <br> $31,363.78$ plus |  | $\$ 3,127.64$ plus <br> $4,398.37$ plus <br> $5,414.96$ plus <br> $8,083.51$ plus <br> $9,535.54$ plus <br> $18,708.49$ plus | $\$ 31.77$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 20.33 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f.  <br> 26.69 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f.  <br> 4.84 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f.  <br> 18.35 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f.  <br> 15.25 for each additional 100 s.f. or fraction thereof  | $\$ 4,379.75$ plus $7,744.82$ plus $11,206.38$ plus $16,955.27$ plus $27,048.30$ plus $50,072.26$ plus |  |
| al-17 +epososs amulaoy | 1,000 <br> 5,000 <br> 10,000 <br> 20,000 <br> 50,000 <br> 100,000 | $\$ 2,299.28$ plus $6,238.56$ plus $11,067.35$ plus $17,070.39$ plus $33,971.17$ plus $61,226.06$ plus |  | $\$ 3,635.93$ plus $5,160.82$ plus $6,558.63$ plus $9,608.39$ plus $11,299.28$ plus $22,251.26$ plus |  | $\$ 5,935.21$ plus $11,399.38$ plus $17,625.98$ plus $26,678.78$ plus $45,270.45$ plus $83,477.32$ plus |  |
| $\sqrt{123}$ Instuluonal 6 + Pessons, nonamulaioy | (1.000 |  |  |  |  |  |  |
| --Deeatment D Dug S Siore |  |  | $\$ 63.54$ for each additional 100 s f. or fraction thereof $>$ half of $100 \mathrm{~s} . \mathrm{f}$, to and including 5000 s.f. 61.61 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f 36.21 for each additional 100 s .f. or fraction thereof $>$ half of 100 s s.f., to and including 50000 s .f. 34.82 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100000 s.f. 29.52 for each additional 100 s.f. or fraction thereof |  | $\$ 28.59$ for each additional 100 s.f. or fraction thereof $>$ half of $100 \mathrm{~s} . \mathrm{f}$, to and including $5000 \mathrm{~s} . \mathrm{f}$. 17.79 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 3.99 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 16.06 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100000 s.f. 13.61 for each additional 100 s.f. or fraction thereof |  |  |


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|  |  | Plan Check Fee |  | fee |  | Total |  |
| M Neranale- Wanel |  |  |  |  |  |  |  |
| Indispensing |  |  | $\$ 889.51$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 500 s.f. 864.10 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1000 s.f. 521.00 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2000 s.f. 506.10 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 481.56 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 415.50 for each additional 100 s.f. or fraction thereof |  | $\$ 317.68$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 500 s.f. 228.73 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 1000 s.f. 266.85 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2000 s.f. 49.42 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 188.54 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 162.68 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 5,233.93 \text { plus } \\ 10,062.72 \text { plus } \\ 15,526.88 \text { plus } \\ 23,405.44 \text { plus } \\ 40,070.96 \text { plus } \\ 73,576.10 \text { plus } \\ \hline \end{array}$ |  |
| Moccupanery Tenant mporemenens |  | $\begin{array}{r} \$ 713.24 \text { plus } \\ 1,856.90 \text { plus } \\ 3,397.08 \text { plus } \\ 5,176.10 \text { plus } \\ 10,274.33 \text { plus } \\ 18,407.04 \text { plus } \\ \hline \end{array}$ | $\$ 57.18$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 61.61 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 35.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 33.99 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. 32.53 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 27.07 for each additional 100 s.f. or fraction thereof |  | $\$ 38.12$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 27.96 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 5.24 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. 20.93 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 17.42 for each additional 100 s.f. or fraction thereof | $\$ 2,443.07$ plus <br> $4,349.18$ plus <br> $6,524.71$ plus <br> $9,701.55$ plus <br> $15,585.87$ plus <br> $28,952.24$ plus | $\$ 95.31$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. <br> 87.02 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 63.54 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 39.23 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. <br> 53.47 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. <br> 44.49 for each additional 100 s.f. or fraction thereof |
|  |  |  |  |  | $\$ 25.41$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 20.33 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 21.60 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 4.34 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 16.01 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 13.69 for each additional 100 s.f. or fraction thereof | $\$ 4,626.97$ plus <br> $9,074.55$ plus <br> $14,188.06$ plus <br> $21,304.18$ plus <br> $37,025.96$ plus <br> $68,093.06$ plus | $\$ 111.19$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 102.27 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 71.16 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 52.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 62.13 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 53.12 for each additional 100 s.f. or fraction thereof |
| $\begin{array}{\|ll} \text { R-2 } & \begin{array}{l} \text { Residential-Permanent, 2+ Dwellings } \\ \text { Apartment, Dormitory, Timeshare } \end{array} \end{array}$ | $\begin{gathered} 1,000 \\ \hline \end{gathered}$ | $\begin{array}{r} \$ 2,009.79 \text { plus } \\ 5,186.63 \text { plus } \\ 9,125.91 \text { plus } \\ 14,015.86 \text { plus } \\ 35,491.29 \text { plus } \\ 49,977.67 \text { plus } \end{array}$ | $\$ 79.42$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 78.79 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 48.90 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 71.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 28.97 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 24.83 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 2,649.92 \text { plus } \\ 3,666.51 \text { plus } \\ 4,556.03 \text { plus } \\ 6,716.28 \text { plus } \\ 7,883.59 \text { plus } \\ 15,658.72 \text { plus } \\ \hline \end{array}$ | $\$ 25.41$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 17.79 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 21.60 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 3.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 15.55 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 13.33 for each additional 100 s.f. or fraction thereof | $\$ 4,659.71$ plus <br> $8,853.14$ plus <br> $13,681.93$ plus <br> $20,732.13$ plus <br> $43,374.87$ plus <br> $65,636.39$ plus | $\$ 104.84$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 96.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 70.50 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. <br> 75.48 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. <br> 44.52 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. <br> 38.16 for each additional 100 s.f. or fraction thereof |
|  |  |  | $\$ 25.41$ for 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f 17.13 <br> 15.25 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 14.74 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. <br> 11.98 for each additional 100 s.f. or fraction thereof |  | $\$ 25.41$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 20.33 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 20.33 3.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 15.30 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 12.44 for each additional 100 s.f. or fraction thereof | $\$ 3,388.98$ plus $5,422.15$ plus $7,709.48$ plus $11,455.77$ plus $17,197.72$ plus $32,216.05$ plus | $\$ 50.83$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 45.75 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 37.46  <br> 19.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. <br> 30.04 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f.  <br> 24.42 for each additional 100 s.f. or fraction thereof  |
| $\sqrt{\text { R. } 3 \text { Swelinss-Cusiom Homes }}$ |  | $\begin{array}{r} \$ 2,965.22 \text { plus } \\ 3,981.81 \text { plus } \\ 5,694.92 \text { plus } \\ 6,838.59 \text { plus } \\ 8,902.34 \text { plus } \\ 11,982.68 \text { plus } \\ \hline \end{array}$ | $\$ 101.66$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 114.21 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 114.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 103.19 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 102.68 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 77.37 for each additional 100 s.f. or fraction thereof |  | $\$ 63.54$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 26.94 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 38.12 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 28.73 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 5,457.50 \text { plus } \\ 7,109.45 \text { plus } \\ 9,203.78 \text { plus } \\ 10,601.59 \text { plus } \\ 13,204.22 \text { plus } \\ 17,428.22 \text { plus } \\ \hline \end{array}$ | $\$ 165.20$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. <br> 139.62 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. <br> 139.78 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 130.13 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. <br> 140.80 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 106.10 for each additional 100 s.f. or fraction thereof |
|  |  |  | $\$ 38.12$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 37.96 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 38.12 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 39.65 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 34.91 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 22.58 for each additional 100 s.f. or fraction thereof | $\$ 1,777.13$ plus $2,285.42$ plus $2,539.57$ $2,793.72$ plus $3,078.44$ plus $3,967.96$ | $\$ 50.83$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 16.94 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including $5000 \mathrm{~s} . f$. 14.24 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s .f. 29.65 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 19.18 for each additional 100 s.f. or fraction thereof | $\$ 2,963.32$ plus $3,852.84$ plus $4,676.43$ plus $5,311.80$ plus $6,389.54$ plus $8,326.22$ plus | $\$ 88.95$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. <br> 54.91 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. <br> 63.54 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. <br> 53.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. <br> 64.56 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. <br> 41.76 for each additional 100 s.f. or fraction thereof |
| R.3 Dwelings Alemaie Maeirias |  | $\$ 2,075.71$ plus <br> $2,965.22$ plus <br> $4,170.04$ plus <br> $4,932.48$ plus <br> $6,487.94$ plus <br> $8,678.77$ plus | $\$ 88.95$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 80.32 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 76.24 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 77.77 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 73.03 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 51.67 for each additional 100 s.f. or fraction thereof |  | $\$ 76.24$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 4000 s.f. 38.12 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 26.94 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 7000 s.f. 46.59 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 32.96 for each additional 100 s.f. or fraction thereof | $\$ 4,949.20$ plus <br> $6,601.16$ plus <br> $8,187.20$ plus <br> $9,330.86$ plus <br> $11,425.19$ plus <br> $15,013.82$ plus |  |
| R.4 Residenil-Asssed LVing (6.16 persons) |  |  |  |  |  |  |  |


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|  |  | Pran Check Fee |  | feememe |  | Toal |  |
| S.1 Storge-Modeale Hzarad |  |  |  |  |  | $\$ 3,871.46$ plus $6,474.08$ plus $9,300.28$ plus $13,651.36$ plus $20,567.55$ plus $38,508.57$ plus |  |
|  | $\begin{aligned} & 500 \\ & \hline \end{aligned}$ |  | $\$ 66.59$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 62.22 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 38.73 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 37.27 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. 35.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 29.74 for each additional 100 s.f. or fraction thereof |  | $\$ 44.48$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 2500 s.f. 30.50 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 33.04 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 7.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 25000 s.f. 25.00 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 20.90 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 2,981.94 \text { plus } \\ 5,203.35 \text { plus } \\ 7,521.25 \text { plus } \\ 11,109.89 \text { plus } \\ 17,771.94 \text { plus } \\ 32,917.34 \text { plus } \\ \hline \end{array}$ |  |
| [5.2 Storge-Low Hazard |  | $\$ 870.89$ plus $2,202.78$ plus $4,393.61$ plus $6,711.51$ plus $13,192.26$ plus $23,612.29$ plus |  | $\begin{array}{r} \$ 2,873.49 \text { plus } \\ 3,890.08 \text { plus } \\ 4,906.67 \text { plus } \\ 7,321.07 \text { plus } \\ 8,646.03 \text { plus } \\ 16,929.46 \text { plus } \\ \hline \end{array}$ | $\$ 25.41$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 20.33 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 24.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 4.42 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 16.57 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 13.93 for each additional 100 s.f. or fraction thereof | $\$ 3,744.39$ plus $6,092.86$ plus $9,300.28$ plus $14,032.58$ plus $21,838.29$ plus $40,541.75$ plus |  |
| ${ }^{\text {a/2 }}$ |  |  | $\$ 35.33$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 35.58 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 21.91 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 20.43 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 19.69 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 16.55 for each additional 100 s.f. or fraction thereof |  | $\$ 22.24$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 18.10 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 20.33 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 3.94 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 14.59 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 12.27 for each additional 100 s.f. or fraction thereof | $\$ 3,347.88$ plus $5,650.49$ plus $8,334.32$ plus $12,558.33$ plus $19,871.03$ plus $37,014.27$ plus |  |
| Other Tenant Impovemens | $\begin{array}{\|c} 6000 \\ \hline \end{array}$ |  | $\$ 52.95$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f. 55.07 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s .f. 33.89 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 12000 s.f. 31.85 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. 30.97 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 60000 s.f. 25.95 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 1,856.90 \text { plus } \\ 2,492.27 \text { plus } \\ 3,127.64 \text { plus } \\ 4,652.52 \text { plus } \\ 5,438.61 \text { plus } \\ 10,799.35 \text { plus } \\ \hline \end{array}$ | $\$ 26.47$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 3000 s.f. 21.18 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 6000 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 12000 s.f. 4.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 30000 s.f. 17.87 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 60000 s.f. 14.97 for each additional 100 s.f. or fraction thereof | $\begin{array}{r} \$ 2,697.22 \text { plus } \\ 4,603.32 \text { plus } \\ 6,890.65 \text { plus } \\ 10,448.71 \text { plus } \\ 16,968.39 \text { plus } \\ 31,620.79 \text { plus } \\ \hline \end{array}$ |  |
|  |  | $\begin{array}{r} \$ 1,363.90 \text { plus } \\ 3,793.58 \text { plus } \\ 6,716.28 \text { plus } \\ 10,431.99 \text { plus } \\ 20,755.52 \text { plus } \\ 37,209.16 \text { plus } \\ \hline \end{array}$ |  |  | $\$ 28.59$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 20.64 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 24.14 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 4.79 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 17.39 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 14.85 for each additional 100 s.f. or fraction thereof | $\$ 4,364.46$ plus <br> $7,937.81$ plus <br> $11,892.38$ plus <br> $18,022.49$ plus <br> $29,782.77$ plus <br> $54,931.64$ plus |  |
| Oner Sherelulining |  | $\$ 1,236.83$ plus $3,539.44$ plus $6,207.98$ plus $9,542.47$ plus $19,103.56$ plus $34,286.47$ | $\$ 57.57$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 53.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 33.34 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 31.87 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 30.37 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 25.93 for each additional 100 s.f. or fraction thereof | $\$ 3,127.64$ plus <br> $4,398.37$ plus <br> $5,557.33$ plus <br> $8,098.80$ plus <br> $9,662.62$ plus <br> $18,993.21$ plus | $\$ 31.77$ for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 5000 s.f. 23.18 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 10000 s.f. 25.41 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 20000 s.f. 5.21 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 50000 s.f. 18.66 for each additional 100 s.f. or fraction thereof $>$ half of 100 s.f., to and including 100000 s.f. 15.94 for each additional 100 s.f. or fraction thereof | $\$ 4,364.46$ plus $7,937.81$ plus $11,765.31$ plus $17,641.27$ plus $28,766.18$ plus $53,279.68$ |  |


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| A-4 $\begin{array}{l}\text { Assembly-Indoor Sport Viewing } \\ \text { Arena, Skating Rink, Tennis Court }\end{array}$ |  |  |  |  |  |  |  |
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| es-Bank |  |  |  |  |  |  |  |
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| F-1 Fracory nussalal |  |  |  |  |  |  |  |
| F2 |  |  |  |  |  |  |  |
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| Hign Hazard Group H-4 |  |  |  |  |  |  |  |
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|  | $\begin{gathered} 1,0,000 \\ \hline \end{gathered}$ |  |  |  |  |  |  |
| Instutional 6 + Pesesos, monamulaioy |  |  |  |  |  |  |  |
| Store |  |  |  |  |  | $\square$ |  |


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|  | $\xrightarrow[\substack{\text { Square } \\ \text { Fouase }}]{\text { Ste }}$ | Plan Check Fee |  | Inspection |  | Total |  |
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| M Meranile - Moor fuedispensing |  |  |  |  |  |  |  |
| M Mocuraney Terant Impowemens |  |  |  |  |  |  |  |
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| Residential-Permanent, 2+ Dwellings Apartment, Dormitory, Timeshare |  |  |  |  |  |  |  |
| $\begin{array}{\|ll} \text { R-2 } & \begin{array}{l} \text { Residential-Permanent, 2+, Repeat } \\ \text { Apartment, Dormitory, Timeshare } \end{array} \end{array}$ |  |  |  |  |  |  |  |
| ${ }^{\text {R.3 }}$ |  |  |  |  |  |  |  |
| Dwellings—Production Phase of Master Plan (repeats) |  |  |  |  |  |  |  |
| R.3 DWelligs Altemale maerenas |  |  |  |  |  |  |  |
| R.4 Ressemia-Assisecluvg (6.16 pesoms) |  |  |  |  |  |  |  |


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|  |  | Pan Check Fee |  | $\xrightarrow{\text { Inspealion }}$ Chear |  | Toal |  |
| Hazad |  |  |  |  |  |  |  |
| Storage-Moderate Hazard, Repair Garage <br> Motor Vehicles (not High Hazard) |  |  |  |  |  |  |  |
| [s.2 |  |  |  |  |  |  |  |
| Storage-Low Hazard, Parking Garages Open or Enclosed |  |  |  |  |  |  |  |
| Oher Tenat mpovements |  |  |  |  |  |  |  |
| Shel Bag: Busmes-Proiosoma oinice |  |  |  |  |  |  |  |
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| (18C Class | $\underset{\text { coinage }}{\substack{\text { Suare }}}$ | Pan Check Fee |  | ${ }_{\substack{\text { Inspection } \\ \text { cheoc fee }}}$ |  | Toal |  |
| ${ }^{\text {A.- }}$ |  |  |  |  |  |  |  |
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| A-4 $\begin{array}{l}\text { Assembly-Indoor Sport Viewing } \\ \text { Arena, Skating Rink, Tennis Court }\end{array}$ |  |  |  |  |  |  |  |
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| Isiness-Bank |  |  |  |  |  |  |  |
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| Businss-Dy Coaning |  |  |  |  |  |  |  |
| B Eussoss-Proissonal ofice | $\begin{gathered} 1,0,000 \\ \hline \end{gathered}$ |  |  |  |  |  |  |
| Busmes-High Rseolice |  |  |  |  |  |  |  |
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| ${ }_{\text {Clias }}^{\text {Clice }}$ | Sounce | Plan Check Fee |  | Thspection Checree |  | Total |  |
|  |  |  |  |  |  |  |  |
| Educational-Day Care $5+$ children, older than $21 / 2$ yrs |  |  |  |  |  |  |  |
| F-1 Facory noussial-Modeateie Hzarad |  |  |  |  |  |  |  |
| F2 |  |  |  |  |  |  |  |
| High Hazard Group H-1 Pose a detonation hazard |  |  |  |  |  |  |  |
| Readily support combustion | 600 <br> 3,000 <br> 6,000 <br> 12,000 <br> 30,000 <br> 60,000 |  |  |  |  |  |  |
| High Hazard Group H-4 Pose health hazards |  |  |  |  |  |  |  |
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| -17+ pesosos, amuaboy |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| nimbug Soie |  <br> 1,000 <br> 5,000 <br> 10,000 <br> 20,000 <br> 50,000 <br> 100,000 |  |  |  |  |  |  |



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| s,2 | $\square$ |  |  |  |  |  |  |
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| hersnerl wumen | $\begin{gathered} 1,000000 \\ \hline \end{gathered}$ |  |  |  |  |  |  |

## CITY CLERK

| $\#$ | Description | Fee |
| :--- | :--- | :--- |
| 1 | Copies $-8 \times 11$ standard - first page | $\$ 1.00$ |
| 2 | Copies $-8 \times 11$ standard - additional page | $\$ 0.15$ |
| 3 | Copies - 8x11 color - first page | $\$ 1.00$ |
| 4 | Copies - 8x11 color - additional page | $\$ 0.25$ |
| 5 | Copies - oversized standard - first page | $\$ 1.00$ |
| 6 | Copies - oversized standard - additional page | $\$ 0.50$ |
| 7 | Oversized color - first page | $\$ 1.00$ |
| 8 | Oversized color - additional page | $\$ 1.00$ |
| 9 | Campaign Disclosure Form | $\$ 0.10$ |
| 10 | Documents provided on CD/DVD (City provides CD/DVD) | $\$ 11.00$ |
| 11 | Documents provided on CD/DVD (Requester provides CD/DVD) | $\$ 10.00$ |
| 12 | Documents provided on USB flash drive (City provides flash drive) | $\$ 15.00$ |
| 13 | Documents provided on USB flash drive (Requestor provides flash | $\$ 10.00$ |
| 14 | Electronic Copy Rate | $\$ 0.10$ |

COMMUNITY SERVICES

| \# | Description | Fee |
| :---: | :---: | :---: |
| Athletic Fields and Facility Fees |  |  |
| 1 | Athletic Field Lights - resident per hour | \$10.00 |
| 2 | Athletic Field Lights - non-resident per hour | \$20.00 |
| 3 | Athletic Field/Facility Use Fee - non-resident per hour | \$50.00 |
| 4 | Athletic Field/Facility Maintenance Fee - non-resident per participant | \$10.00 |
| 5 | Administrative Processing Fee (sports field rentals) | \$30.00 |
| Las Palmas Pool Program Fees |  |  |
| 6 | Recreation Swimming - adult resident | \$3.00 |
| 7 | Recreation Swimming - youth resident 0-12 years | \$1.00 |
| 8 | Recreation Swimming - senior resident 65 or older | \$1.50 |
| 9 | Recreation Swimming - adult non-resident | \$4.00 |
| 10 | Recreation Swimming - youth non-resident 0-12 years | \$3.00 |
| 11 | Recreation Swimming - senior non-resident 55 or older | \$3.00 |
| 12 | Private Swim Lesson - resident per class | \$20.00 |
| 13 | Private Swim Lesson - non-resident per class | \$30.00 |
| 14 | Learn to Swim Program - resident per class | \$5.00 |
| 15 | Learn to Swim Program - non-resident per class | \$7.00 |
| 16 | Swim Pass (30 entries) - adult resident | \$45.00 |
| 17 | Swim Pass (30 entries) - youth resident 0-12 years | \$20.00 |
| 18 | Swim Pass ( 30 entries) - senior resident 65 or older | \$30.00 |
| 19 | Swim Pass (30 entries) - adult non-resident | \$60.00 |
| 20 | Swim Pass (30 entries) - youth non-resident 0-12 years | \$45.00 |
| 21 | Swim Pass (30 entries) - senior non-resident 65 or older | \$45.00 |
| 22 | Swim Team - youth novice per month | \$50.00 |
| 23 | Swim Team - youth intermediate per month | \$60.00 |
| 24 | Swim Team - youth advanced per month | \$75.00 |
| 25 | Masters Swim per month | \$30.00 |
| 26 | Masters Swim per day | \$5.00 |
| 27 | Water Polo Clinic - resident per class | \$5.00 |
| 28 | Water Polo Clinic - non-resident per class | \$7.00 |
| 29 | American Red Cross Lifeguard Training Course | \$100.00 |
| 30 | American Red Cross CPR Course | \$50.00 |
| 31 | American Red Cross First Aid Course | \$50.00 |
| Las Palmas Pool Facility Rental Fees |  |  |
| 32 | Lifeguard Fee - per hour, per guard | \$25.00 |
| 33 | Pool Rental 50 meter lane - schools per lane, per hour | \$12.00 |
| 34 | Pool Rental 50 meter lane - non-profit per lane, per hour | \$15.00 |
| 35 | Pool Rental 50 meter lane - commercial per lane, per hour | \$20.00 |
| 36 | Pool Rental whole pool - schools per hour | \$100.00 |
| 37 | Pool Rental whole pool - non-profit per hour | \$130.00 |
| 38 | Pool Rental whole pool - commercial per hour | \$175.00 |
| 39 | Pool Rental water polo course - schools per hour | \$75.00 |
| 40 | Pool Rental water polo course - non-profit per hour | \$85.00 |


| 41 | Pool Rental water polo course - commercial per hour | \$100.00 |
| :---: | :---: | :---: |
| 42 | Pool Snack bar rental - schools per hour | \$2.00 |
| 43 | Pool Snack bar rental - non-profit per hour | \$5.00 |
| 44 | Pool Snack bar rental - commercial per hour | \$10.00 |
| 45 | Pool Birthday Party (2 hours) - resident | \$150.00 |
| 46 | Pool Birthday Party (2 hours) - non-resident | \$200.00 |
| Recreation Program Fees |  |  |
| 47 | Tiny Tots - resident per session | \$40.00 |
| 48 | Tiny Tots - non-resident per session | \$80.00 |
| 49 | Contractual Classes Revenue Sharing - Instructor/City | 70\%/30\% |
| 50 | Recreation Program - adult resident | 40\% of the |
| 51 | Recreation Program - adult non-resident | 70\% of the |
| 52 | Recreation Program - youth resident | 40\% of the |
| 53 | Recreation Program - youth non-resident | 70\% of the |
| 54 | Summer Camp - youth resident | 25\% of the |
| 55 | Summer Camp - youth non-resident | 50\% of the |
| 56 | Membership Card Fee - non-resident | \$2.00 |
| 57 | Membership Card Replacement | \$2.00 |
| 58 | Open Play Sports \& Fitness Center - adult non-resident per day | \$2.00 |
| Facility Rental Fees |  |  |
| 59 | National City Aquatic Center Facility Use Fee - resident per hour | \$100.00 |
| 60 | National City Aquatic Center Facility Use Fee - non-resident per | \$120.00 |
| 61 | National City Aquatic Center Facility Use Fee - non-profit resident per hour | \$140.00 |
| 62 | National City Aquatic Center Facility Use Fee - non-profit nonresident per hour | \$160.00 |
| 63 | National City Aquatic Center Facility Use Fee - commercial resident per hour | \$180.00 |
| 64 | National City Aquatic Center Facility Use Fee - commercial nonresident per hour | \$200.00 |
| 65 | MLK South Facility Use Fee - non-profit resident per hour | \$220.00 |
| 66 | MLK North Facility Use Fee - non-profit resident per hour | \$220.00 |
| 67 | MLK Combined Facility Use Fee - non-profit resident per hour | \$220.00 |
| 68 | MLK South Facility Use Fee - non-profit non-resident per hour | \$240.00 |
| 69 | MLK North Facility Use Fee - non-profit non-resident per hour | \$240.00 |
| 70 | MLK Combined Facility Use Fee - non-profit non-resident per hour | \$240.00 |
| 71 | MLK Kitchen Facility Use Fee | \$200.00 |
| 72 | MLK South Set-up Fee | \$75.00 |
| 73 | MLK North Set-up Fee | \$175.00 |
| 74 | MLK Combined Set-up Fee | \$250.00 |
| 75 | Stage Set-up Fee | \$300.00 |
| 76 | Recreation Center Facility Use Fee - non-profit resident per hour | \$50.00 |
| 77 | Recreation Center Facility Use Fee - non-profit non-resident per hour | \$75.00 |
| 78 | Alcohol Processing Fee | \$200.00 |
| 79 | Administrative Processing Fee (facility rentals) | \$50.00 |
| 80 | AV Equipment Set-up/Clean Up | \$100.00 |


| 81 | Kitchen Deposit | $\$ 60.00$ |
| :--- | :--- | :--- |
| 82 | Key Deposit | $\$ 100.00$ |
| 83 | MLK Cleaning and Damage Deposit with alcohol | $\$ 600.00$ |
| 84 | MLK Cleaning and Damage Deposit without alcohol | $\$ 300.00$ |
| 85 | Cleaning and Damage Deposit with alcohol | $\$ 400.00$ |
| 86 | Cleaning and Damage Deposit without alcohol | $\$ 100.00$ |
| 87 | AV Equipment Deposit | $\$ 100.00$ |

DEVELOPMENT IMPACT FEES

|  | Facility Type |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  <br> Rec | Library | Fire/EMS | Police | TOTAL |
| Residential | Per Housing Unit |  |  |  |  |
| Single Family | \$858 | \$172 | \$126 | \$318 | \$1,475 |
| Multifamily, 4 or greater | \$692 | \$139 | \$102 | \$257 | \$1,190 |
| Mobile Home/Other | \$849 | \$139 | \$124 | \$315 | \$1,459 |
| Non-Residential | Per 1,000 square feet/per room for hotel |  |  |  |  |
| Com/Shop Ctr 25,000 SF or less |  |  | \$1,009 | \$2,549 | \$3,558 |
| Com/Shop Ctr 25,001 SF - 50,000 SF |  |  | \$809 | \$2,043 | \$2,852 |
| Com/Shop Ctr 50,001 SF - 100,000 SF |  |  | \$652 | \$1,649 | \$2,301 |
| Com/Shop Ctr 100,001 SF - 200,000 SF |  |  | \$530 | \$1,340 | \$1,870 |
| General Office 10,000 SF or less |  |  | \$448 | \$1,133 | \$1,581 |
| General Office 10,001 SF - 25,000 SF |  |  | \$400 | \$1,012 | \$1,412 |
| General Office 25,001 SF - 50,000 SF |  |  | \$367 | \$929 | \$1,296 |
| General Office 50,001 SF - 100,000 SF |  |  | \$332 | \$840 | \$1,172 |
| Business Park |  |  | \$282 | \$713 | \$995 |
| Industrial Park |  |  | \$195 | \$493 | \$688 |
| Warehousing |  |  | \$113 | \$286 | \$399 |
| Manufacturing |  |  | \$144 | \$366 | \$510 |
| Lodging |  |  | \$107 | \$270 | \$377 |

ENGINEERING \& PUBLIC WORKS

| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Record of Survey | \$420.00 |
| 2 | Encroachment Agreement | \$690.00 |
| 3 | Special Driveway Permit | \$690.00 |
| 4 | Easement Dedication | \$690.00 |
| 5 | Lot Line Adjustment | \$1,300.00 |
| 6 | Ice Cream Truck Inspection Fee | \$50.00 |
| 7 | Sidewalk Vendor License | \$50.00 |
| 8 | Inflatable Jumper Permit | \$25.00 |
| 9 | Flood Hazard Area Permit | \$500.00 |
| 10 | Minor Construction Permit | \$450.00 |
| 11 | Minor Utility Company Permit | \$500.00 |
| 12 | Major Utility Company Permit Tier 1 (less than 1500 if trenching) | \$1,000.00 |
| 13 | Major Utility Company Permit Tier 2 (1500 if-3000 if trenching) | \$2,000.00 |
| 14 | Notice of Violation | Actual Cost |
| 15 | Sewer Connection Fee | \$1,500.00 |
| 16 | Industrial Waste Disposal Permit | \$900.00 |
| 17 | Batch Discharge Request | \$200.00 |
| 18 | Transportation Permit (Oversized Vehicles) | \$16-Single Trip/\$90 Annual |
| 19 | FEMA Certificate of Elevation | \$125.00 |
| 20 | Dumpster Permit | \$35.00 |
| 21 | Activate the Right of Way Program (streamlined permit for outdoor displays and café style seating) | \$50.00 |
| 22 | Construction Permit Renewal Fee | \$60.00 |
| 23 | Sewer Discharge Renewal Fee | \$100.00 |
| 24 | Other Engineering Review Services | Actual Cost |
| 25 | Other Engineering Inspection Services | Actual Cost |
| 26 | Project Initiation Fee | Actual Cost |
| 27 | Addressing of New or Existing Buildings | \$220.00 |
| Parking Fees (Excludes Specific Plan Areas and Specific Districts |  |  |
| 1 | Annual Parking District Renewal | \$35.00 |
| 2 | Temporary Parking Permit | \$2.00 |
| 3 | RV Parking Permit | \$2.00 |
| Sewer Capacity Fees |  |  |
| 1 | District Service Fee Equivalent Dwelling Unit of 280 GPD | \$1,930.00 |
| 2 | Apartment House/Duplex 1 Bedroom Unit | \$1,160.00 |
| 3 | Apartment House/Duplex 2 Bedroom Unit | \$1,450.00 |
| 4 | Apartment House/Duplex 3 Bedroom Unit | \$1,930.00 |
| 5 | Apartment House/Duplex Each Bedroom in excess of 3 Bedrooms | \$480.00 |
| 6 | Condominiums Each Individual Unit | \$1,930.00 |


| 7 | Hotels/Motels/Auto Courts per living unit w/o kitchen | \$530.00 |
| :---: | :---: | :---: |
| 8 | Hotels/Motels/Auto Courts per living unit w/kitchen | \$960.00 |
| 9 | Churches per Seating Unit of 150 or any fraction thereof | \$2,570.00 |
| 10 | Restaurants No Seating (Drive Thru/Take Out) | \$5,160.00 |
| 11 | Restaurants With Seating per each unit of 7 seats or fraction thereof | \$1,930.00 |
| 12 | Yogurt Shoppe | \$1,740.00 |
| 13 | Automobile Service Stations not more than 4 pumps | \$3,860.00 |
| 14 | Automobile Service Stations more than 4 pumps | \$5,800.00 |
| 15 | Self-Service Laundry per Each Washer | \$1,450.00 |
| 16 | Mobile Home Parks per Each Trailer Space | \$1,450.00 |
| 17 | Stores/Offices/Business/Small Industrial not listed | \$1,930.00 |
| 18 | All Others not listed see Formula J (Engineering to Calculate) | Number of Units $X$ unit Equivalent \% X 280 GPD X 6.9 |
| Storm Water and Fats, Oils, and Grease (FOG) fees |  |  |
| 1 | FOG (Self-Verification) | \$40.00 |
| 2 | FOG (Inspection) | \$130.00 |
| 3 | Storm Water Basic Inspection | \$50.00 |
| 4 | Storm Water Individual Inspection <2 acres | \$150.00 |
| 5 | Stormwater Individual Inspection $>2$ acres | \$200.00 |
| 6 | Corrective action letter | \$125.00 |
| 7 | Notice of Violation | \$250.00 |
| 8 | Citation | Full Cost Time \& Materials |
| Structural Best Management Practices |  |  |
| 1 | Maintenance Verification Form (Self-Verification) | \$60.00 |
| 2 | Maintenance Verification Form (follow-up) | \$80.00 |
| 3 | Structural BMPs Inspection for project with <10 BMPs - High priority project \& No Response | \$250.00 |
| 4 | Structural BMPs Inspection for project with $>10$ BMPs - High priority project \& No Response | \$350.00 |
| 5 | Structural BMPs Deficiency (Notice + Follow-up) | \$150.00 |
| 6 | NOV | \$300.00 |
| 7 | Citation | Full Cost Time \& Materials |

FINANCE

| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Pet License Admin Fee | \$30.00 |
| 2 | Business License Duplicate | \$14.00 |
| 3 | Business License Name Change | \$17.00 |
| 4 | Non-compliant Audit | \$28.00 |
| 5 | Business License Change of Location within City Small | \$112.00 |
| 6 | Business License Change of Location within City Medium | \$160.00 |
| 7 | Business License Change of Location within City Large | \$200.00 |
| 8 | New Business License Processing (small) | \$75.00 |
| 9 | New Business License Processing (medium) | \$90.00 |
| 10 | New Business License Processing (large) | \$100.00 |
| 11 | Used Dealer State License Processing | \$74.00 |
| 13 | Certified Business License List | \$18.00 |
| 14 | Return Check 1-10 days | \$25.00 |
| 15 | Return Check 10 or more days | \$35.00 |
| 16 | Return Check - each addt'l 10 days | \$10.00 |
| 17 | Inspection Fee (field, including Temporary Use Permit) | \$42.00 |
| 18 | Temporary Use Permit (TUP) Review | \$12.00 |
| 19 | Garage Sales Permit | \$7.00 |
| 20 | Business License Appeals | \$38.00 |
| 21 | Department of Consumer Affairs Public Records Act (PRA) Copies | Per City Clerk's Fee |
| 22 | Credit card convenience fee | Actual Cost |
| 23 | E-check convenience fee | Actual Cost |
| Commercial Cannabis Business Application |  |  |
| 24 | Application Review - Phase 1 | \$1,859.00 |
| 25 | Application Review - Phase 2 | \$3,765.00 |
| 26 | Application Review - Phase 3 | \$5,000 deposit |
| 27 | Background Check | \$350.00/owner |
| 28 | Appeal Process Fee | \$3,586 |

FIRE

| \# | Description | Fee |
| :---: | :---: | :---: |
| Commercial/Multi-Family Residential |  |  |
| 1 | Plan Review: Sprinklers/New (less than 20,000 sf) | \$1,200.00 |
| 2 | Plan Review: Sprinklers/New (20,001-45,000 sf) | \$1,380.00 |
| 3 | Plan Review: Sprinklers/New (45,5001-80,000 sf) | \$2095.00 |
| 4 | Plan Review: Sprinklers/New (80,001-100,000 sf) | \$2,484.00 |
| 5 | Plan Review: Sprinklers/New (100,000 + sf) | \$3,443.00 |
| 6 | Each additional 10 units or fraction thereof | \$344.00 |
| 7 | Plan Review: Sprinklers/Improvement (less than 20,000 sf) | \$811.00 |
| 8 | Plan Review: Sprinklers/Improvement (20,001-45,000 sf) | \$991.00 |
| 9 | Plan Review: Sprinklers/Improvement (45,001-80,000 sf) | \$1,691.00 |
| 10 | Plan Review: Sprinklers/Improvement (80,001-100,000 sf) | \$2,101.00 |
| 11 | Plan Review: Sprinklers/Improvement (100,000 + sf) | \$2,636.00 |
| 12 | Each additional 10 units or fraction thereof | \$263.00 |
| Residential (Single Family) |  |  |
| 13 | Plan Review: Sprinklers New (less than 3,000 sf) | \$495.00 |
| 14 | Plan Review: Sprinklers New (more than 3,000 sf) | \$585.00 |
| 15 | Plan Review: Sprinklers Tenant Improvement (less than 3,000 sf) | \$405.00 |
| 16 | Plan Review: Sprinklers Tenant Improvement (more than 3,000 sf) | \$495.00 |
| 17 | Plan Review: Fire Alarm System New (less than 20,000 sf) | \$811.00 |
| 18 | Plan Review: Fire Alarm System New (20,001-45,000 sf) | \$1,150.00 |
| 19 | Plan Review: Fire Alarm System New (45,001-80,000 sf) | \$1,511.00 |
| 20 | Plan Review: Fire Alarm System New (80,001-100,000sf) | \$1,915.00 |
| 21 | Plan Review: Fire Alarm System New (100,000 + sf) | \$2,275.00 |
| 22 | Each additional 10 units or fraction thereof | \$227.00 |
| 23 | Plan Review: Fire Alarm System/Improvement (less than 20,000 sf) | \$495.00 |
| 24 | Plan Review: Fire Alarm System/Improvement (20,001-45,000 sf) | \$676.00 |
| 25 | Plan Review: Fire Alarm System/Improvement (45,001-80,000 sf) | \$1,036.00 |
| 26 | Plan Review: Fire Alarm System/Improvement (80,001-100,000 sf) | \$1,501.00 |
| 27 | Plan Review: Fire Alarm System/Improvement (100,000 + sf) | \$1,861.00 |
| 28 | Each additional 10 units or fraction thereof | \$186.00 |
| 29 | Plan Review: Fire Sprinkler Underground Piping | \$1242.00 |
| 30 | Plan Review: Fire Protection System/Improvement (hood systems and piping replacement | \$991.00 |
| 31 | Plan Review: Underground/Aboveground Piping Repairs | \$881.00 |
| 32 | Plan Review: Underground Tank Removal | \$970.00 |
| 33 | Plan Review: Underground Tank Installation | \$1,741.00 |
| 34 | Plan Review: Aboveground Tank Installation | \$1,380.00 |
| 35 | Plan Review: Aboveground Tank, Removal | \$811.00 |
| California Fire Code (CPC): Canopy |  |  |
| 36 | 0-400 sf | \$0.00 |
| 37 | 401-500 sf | \$391.00 |
| 38 | 501-600 sf | \$436.00 |
| 39 | $601-700 \mathrm{sf}$ | \$571.00 |


| CFC: Tent |  |  |
| :---: | :---: | :---: |
| 40 | 0-200 sf | \$391.00 |
| 41 | 201+ sf | \$751.00 |
| 42 | Carnival and Fairs (Single Day) | \$515.00 |
| 43 | Carnival and Fairs (Multiple Day) | \$1,031.00 |
| 44 | CFC: Fireworks, Barge Loading* | \$571.00 |
| 45 | CFC: Fireworks Permit | \$602.00 |
| 46 | *Fireworks Inspection fee. (Additional hours after the first two hour is billed at $\$ 163.00$ per hour). | \$360.00 |
| 47 | CFC: Hydrant Use | \$225.00 |
| 48 | CFC: Private Fire Hydrant Installation | \$676.00 |
| CFC: Permit (See Attached List) |  |  |
| 49 | Annual Fire Inspection Hazardous Occupancy | \$481.00 |
| 50 | New CFC Operational Permits | \$211.00 |
| 51 | Fire Training | \$211.00 |
| 52 | Special Services | \$211.00 |
| 53 | Hot Work (Week Daily Permit Building Construction) | \$239.00 |
| 54 | Marine Fueling Inspection | \$344.00 |
| 55 | False Alarm Response | \$803.00 |
| 56 | Complaints - Noncompliance | \$422.00 |
| 57 | Fire Clearance Inspections | \$195.00 |
| 58 | Fire Safety Re-inspection/Multiple Inspection Fee | \$309.00 |
| 59 | Fire Department Standby (Additional hours after the first two hour is billed at $\$ 191.00$ per hour). | \$418.00 |
| 60 | Technical Services/After-Hour Technical Inspection Fee | \$211.00 |
| 61 | Copies (\$1.00/first page and \$0.15 for each page after) | Actual Cost |
| 62 | CFC: Operational Permit (Commodity Report) - Hourly Fee | \$524.00 |
| 63 | Knox Box Request/Application | \$97.00 |
| 64 | Health Care Facility Inspection - 0-20 Beds | \$97.00 |
| 65 | Health Care Facility Inspection-21-50 Beds | \$146.00 |
| 66 | Health Care Facility Inspection - 51-100 Beds | \$244.00 |
| 67 | Health Care Facility Inspection - each additional 25 beds in excess of 100 beds (or fraction thereof) | \$97.00 |
| 68 | Hospital Inspection- each additional 50 beds in excess of 250 beds (or fraction thereof) | \$189.00 |
| 69 | Residential License Care/Large Family Day Care Inspection | \$177.00 |
| 70 | Residential Apartment Complexes Inspection - 4-50 Units | \$177.00 |
| 71 | Residential Apartment Complexes Inspection - 51-100 Units | \$275.00 |
| 72 | Residential Apartment Complexes Inspection - 101-150 Units | \$373.00 |
| 73 | Residential Apartment Complexes Inspection - 151-200 Units | \$471.00 |
| 74 | Residential Apartment Complexes Inspection - Each additional 50 units (or fraction thereof) | \$126.00 |
| 75 | Annual Commercial/New Business License Inspection - 0-6,000 sq. ft . | \$153.00 |
| 76 | Annual Commercial/New Business License Inspection - 6,001$12,000 \mathrm{sq} . \mathrm{ft}$. | \$251.00 |


| 77 | Annual Commercial/New Business License Inspection - 12,001- <br> 25,000 sq. ft. | $\$ 349.00$ |
| :--- | :--- | :--- |
| 78 | Annual Commercial/New Business License Inspection - 25,001- <br> 50,000 sq. ft. | $\$ 447.00$ |
| 79 | Annual Commercial/New Business License Inspection - 50,001- <br> 100,000 sq. ft. | $\$ 545.00$ |
| 80 | Annual Commercial/New Business License Inspection - Each <br> Additional 25,000 sf in excess of 100,000 sf (or fraction thereof) | $\$ 153.00$ |
| Educational Occupancies | $\$ 226.00$ |  |
| 81 | Educational occupancies less than 50 persons | $\$ 48.00$ |
| 82 | Educational occupancies- Each additional 50 persons (or fraction <br> thereof) in excess of 50 persons | $\$ 315.00$ |
| 83 | Scope of Work Permit/Tenant Improvement |  |


| $\#$ | Description | Fee |
| :--- | :--- | :--- |
| 1 | Subordination Fee | $\$ 375.00$ |
| 2 | Monitoring Fee Per Unit | $\$ 215.00$ |

LIBRARY

| $\#$ |  |  |
| :--- | :--- | :--- |
| Description |  | Fee |
| Library Cards | $\$ 2.00$ |  |
| 1 | Full Privilege Replacement | $\$ 1.00$ |
| 2 | Computer Access Card | $\$ 5.00$ |
| Lost \& Damaged Items |  | MSRP |
| 3 | Lost or Damaged Processing Fee | MSRP |
| 4 | Books: Hard Cover | MSRP |
| 5 | Books: Soft Cover | MSRP |
| 6 | BluRay | MSRP |
| 7 | DVD | MSRP |
| 8 | Music CD | MSRP |
| 9 | Paperback \& Periodicals | $\$ 500.00$ |
| 10 | Audio Books | $\$ 75.00$ |
| 11 | Laptop/Chromebook Replacement | $\$ 45.00$ |
| 12 | Hotspot Replacement |  |
| 13 | Tech Accessories Replacement | $\$ 2.00$ |
| Other |  | $\$ 1.00$ |
| 14 | RFID Replacement | $\$ 0.75 /$ each |
| 15 | Barcode Replacement | $\$ 0.15 /$ each |
| 16 | Color Print or Copy |  |
| 17 | B\&W Print or Copy |  |
|  |  |  |


| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Class A Temporary Use Permit | \$312.00 |
| 2 | Class B Temporary Use Permit | \$125.00 |
| 3 | Code Release / Demand Statement | \$60.00 |
| 4 | Class C Temporary Use Permits | \$75.00 |
| 5 | Graffiti removal | Actual |
| Code Conformance |  |  |
| 1 | Administrative Citation-1st Violation | \$100.00 |
| 2 | Administrative Citation - 2nd Violation w/in the same year | \$200.00 |
| 3 | Administrative Citation - greater than two violations in the same year | \$500.00 |
| 4 | Notice of Violation Filing Appeal | \$220.00 |
| 5 | Vacant Building Monitoring Fee | \$60.00 |
| 6 | Appeal of Abatement Notice | \$225.00 |
| 7 | Abandoned Building Inspection Fee | \$200.00 |
| Parking Enforcement |  |  |
| 1 | Parked In Bicycle Lane | \$35.00 |
| 2 | Parked Within Intersection | \$25.00 |
| 3 | Parked In Crosswalk | \$25.00 |
| 4 | Parked Within 15' of Fire Station Drive Way | \$25.00 |
| 5 | Blocking A Driveway | \$25.00 |
| 6 | Parked On Sidewalk | \$25.00 |
| 7 | Obstructing Traffic | \$25.00 |
| 8 | Double Parked | \$25.00 |
| 9 | Bus Zone | \$25.00 |
| 10 | Disabled Zone/ Curb Cut | \$25.00 |
| 11 | 18" From The Curb/ Wrong Way | \$25.00 |
| 12 | Must Park Parallel | \$25.00 |
| 13 | Handicap Parking Only | \$330.00 |
| 14 | Blocking Access To Handicap Pkg | \$330.00 |
| 15 | Parked On Handicap Lines | \$330.00 |
| 16 | Freeway Vending | \$35.00 |
| Equipment Violations |  |  |
| 1 | Broken/ Defective Windshield | \$35.00 |
| 2 | Expired Registration | \$35.00 |
| 3 | False Tabs | \$50.00 |
| 4 | License Plates/ 2 Required | \$30.00 |
| 5 | Plate Position | \$30.00 |
| 6 | No Cover Allowed Over Plate | \$30.00 |
| 7 | Missing Current Tabs | \$60.00 |


| City Municipal Parking Violations |  |  |
| :--- | :--- | :--- |
| 1 | Parked On Parkway | $\$ 35.00$ |
| 2 | Climbing/ Jumping Curbs | $\$ 25.00$ |
| 3 | Parked On Unpaved Surface | $\$ 35.00$ |
| 4 | Blocking Sidewalk | $\$ 25.00$ |
| 5 | 72 Hr Storage On Public Street | $\$ 50.00$ |
| 6 | Washing / Repairing On Street | $\$ 35.00$ |
| 7 | Parking On Hills/ Wheel Crimping | $\$ 35.00$ |
| 8 | Red/Yellow/White/Green Curb | $\$ 35.00$ |
| 9 | Parking In Alley | $\$ 35.00$ |
| 10 | Posted No Parking 1 Hr | $\$ 25.00$ |
| 11 | $2 / 4$ Hour Time Limit | $\$ 25.00$ |
| 12 | Posted No Parking | $\$ 35.00$ |
| 13 | Commercial In Residential | $\$ 35.00$ |
| 14 | Fire Lane | $\$ 35.00$ |
| 15 | Tractor/ Trailer Parked In Residential | $\$ 35.00$ |
| 16 | Parking On Boat Ramp | $\$ 35.00$ |
| 17 | Parking Recreational Vehicles on City Street <br> 11.32 .366 | $\$ 100.00$ |

PLANNING

## Development

| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Annexation | \$4,600.00 |
| 2 | Coastal Dev Permit with Public Hearing | \$3,350.00 |
| 3 | Coastal Dev Permit without Public Hearing | \$800.00 |
| 4 | Code Amendment | \$5,500.00 |
| 5 | Conditional Use Permit (CUP) | \$3,700.00 |
| 6 | Consistency Review | \$3,700.00 |
| 7 | General Plan Amendment | \$5,500.00 |
| 8 | Historic Site Designation | \$1,600.00 |
| 9 | Initial Study | \$1,100.00 |
| 10 | Local Coastal Program (LCP) Amendment | \$5,500.00 |
| 11 | Minor Use Permit | \$700.00 |
| 12 | Planned Development Permit (PD) | \$3,700.00 |
| 13 | Preliminary Site Plan Review (per review) | \$625.00 |
| 14 | Request to Initiate General Plan/Specific Plan/Zoning Amendment | \$1,000.00 |
| 15 | Specific Plan | \$6,717.00 |
| 16 | Specific Plan Amendment | \$5,500.00 |
| 17 | Substantial Conformance - Council, Commission | \$800.00 |
| 18 | Substantial Conformance - Staff Review | \$550.00 |
| 19 | Time Extension with Public Hrg (CUP, PD, Variance) | \$1,150.00 |
| 20 | Time Extension without Public Hrg (CUP, PD, Variance) | \$420.00 |
| 21 | Variance | \$3,700.00 |
| 22 | Zone Map Change | \$5,500.00 |
| Subdivision |  |  |
| 1 | Certificate of Compliance | \$875.00 |
| 2 | Lot Merger | \$800.00 |
| 3 | Street Vacation | \$4,275.00 |
| 4 | Street Vacation Initiation | \$1,100.00 |
| 5 | Tentative Parcel Map | \$3,000.00 |
| 6 | Tentative Subdivision Map | \$4,000.00 |
| 7 | Time Extension, Tentative Parcel Map | \$1,050.00 |
| 8 | Time Extension, Tentative Subdivision | \$1,050.00 |
| Miscellaneous |  |  |
| 1 | Appeal, Project Processing (non- refundable) Project | \$1,000.00 |
| 2 | Home Occupation Permit | \$100.00 |
| 3 | Large Family Day Care | \$100.00 |
| 4 | Mills Act Application | \$2,265.00 |
| 5 | Research Fee (per hour) | Actual Cost |
| 6 | Zoning/Rebuild Letters | \$90.00 |
| 7 | Interim Use Permit | \$1,525.00 |
| 8 | General Update Fee | 5\% of the Development and Subdivision application fee |
| 9 | Scanning Fee (fee to scan file content once approved) | \$2.50 |
| 10 | Business License Processing Fee | \$25.00 |


| Signs |  |  |
| :--- | :--- | :--- |
| 1 | Banners, Administrative Fee | $\$ 60.00$ |
| 2 | Banners, Processing (reimbursable) | $\$ 500.00$ |
| 3 | Painted Wall Sign | $\$ 69.00$ |
| 4 | Reface Sign | $\$ 69.00$ |

POLICE

| \# | Description | Fee |
| :---: | :---: | :---: |
| 1 | Dog License, 1 year unaltered | \$30.00 |
| 2 | Dog License, 1 year altered | \$15.00 |
| 3 | Dog License, 2 year unaltered | \$52.00 |
| 4 | Dog license, 2 year altered | \$26.00 |
| 5 | Dog License, 3 year unaltered | \$72.00 |
| 6 | Dog License, 3 year altered | \$36.00 |
| 7 | Dog License Replacement | \$15.00 |
| 8 | Jurisdictional Transfer of Dog License | \$13.00 |
| 9 | Animal Quarantine Release | \$145.00 |
| 10 | Animal Relinquishment | \$108.00 |
| 11 | Dead Animal Pickup | \$45.00 |
| 12 | Tranquilizer | \$145.00 |
| 13 | Guard Dog Permit | \$145.00 |
| 14 | Non-Allowed Animal Permit | \$145.00 |
| 15 | Alarm Permit | \$45.00 |
| 16 | Second Response Permit (loud music, parties) | \$153.00 |
| 17 | False Alarm Response (NCMC 10.45.130) - 3rd | \$100.00 |
| 18 | False Alarm Response (NCMC 10.45.130) - 4th | \$150.00 |
| 19 | False Alarm Response (NCMC 10.45.130) - 5th | \$200.00 |
| 20 | False Alarm Response (NCMC 10.45.130) - 6th | \$300.00 |
| 21 | False Alarm Response (NCMC 10.45.130) - 7th or more | \$400.00 |
| 22 | Negligent Vehicle Impound/Release | \$124.00 |
| 23 | Ticket Sign Off | \$15.00 |
| 24 | Vehicle Repossession | \$15.00 |
| 25 | Research Hourly Rate | Actual Cost |
| 26 | Deposition of Subpoena - Deposit (refundable or recover T/M) | \$275.00 |
| 27 | Accident Report - Person Involved | \$20.00 |
| 28 | Accident Report - Insurance \& Attorneys | \$20.00 |
| 29 | Crime Report - Person Involved | \$20.00 |
| 30 | Crime Report - Insurance \& Attorneys | \$30.00 |
| 31 | Request for Report - Person Involved | \$20.00 |
| 32 | Request for Report - Insurance \& Attorneys | \$30.00 |
| 33 | Record Check/Clearance Letter/No Record | \$40.00 |
| 34 | Request for Background Checks (fee to be charged to contractors, no fee for Law Enforcement Agencies) | \$45.00 |
| 35 | Photographs/Videos/CDs/DVDs | \$80.00 |
| 36 | Video (DVD) for Body Worn Camera Footage | \$110.00 |
| 37 | Public Records Request Copies | Subject to City Clerk's Fees |
| 38 | Download Accident or Stolen Vehicle Report from Website | \$18.00 |
| 39 | Massage Business - Police Dept. Permit | \$725.00 |
| 40 | Massage Business - Renewed - Police Dept. Permit | \$225.00 |
| 41 | Fingerprinting | \$50.00 |


| 42 | Pawnshop Permit Fee | $\$ 110.00$ |
| :--- | :--- | :--- |
| 43 | Alcoholic Beverage Control (ABC) Permit Fee | $\$ 110.00$ |
| 44 | Firearms Storage Fee | $\$ 5.00$ |

FULLY BURDENED HOURLY RATES

| \# | Position | Fully Burdened Hourly Rate |
| :---: | :---: | :---: |
| 1 | Acct - ACCOUNTANT | 74.27 |
| 2 | Acct - ACCOUNTING ASSISTANT | 57.02 |
| 3 | Acct - Administrative Technician | 70.98 |
| 4 | Acct - DIRECTOR OF FINANCE | 177.53 |
| 5 | Acct - FINANCIAL SERVICES OFFICER | 132.00 |
| 6 | Acct - MANAGEMENT ANALYST II | 78.12 |
| 7 | Acct - PAYROLL TECHNICIAN | 71.90 |
| 8 | Acct - SENIOR ACCOUNTANT | 90.13 |
| 9 | Atty - CITY ATTORNEY | 191.81 |
| 10 | Atty - DEPUTY CITY ATTORNEY | 124.74 |
| 11 | Atty - EXECUTIVE ASSISTANT IV | 75.55 |
| 12 | Atty - SR. ASSISTANT CITY ATTORNEY | 132.46 |
| 13 | CC - CITY CLERK | 21.29 |
| 14 | CC - EXECUTIVE ASSISTANT IV | 80.74 |
| 15 | CC - Records Management Officer | 105.57 |
| 16 | CD - ADMINISTRATIVE SECRETARY | 66.15 |
| 17 | CD - ASSISTANT PLANNER | 82.13 |
| 18 | CD - Code Conformance Officer I | 46.50 |
| 19 | CD - CODE CONFORMANCE OFFICER II | 97.92 |
| 20 | CD - Director of Neighborhood Srvcs | 204.53 |
| 21 | CD - GRAFFITI REMOVAL ASSISTANT | 73.34 |
| 22 | CD - GRAFFITI REMOVAL TECHNICIAN | 84.54 |
| 23 | CD - LIBRARY ASSISTANT | 30.66 |
| 24 | CD - LIBRARY TECHNICIAN | 38.85 |
| 25 | CD - OFFICE AIDE | 27.31 |
| 26 | CD - PARKING REGULATIONS OFFICER | 75.29 |
| 27 | CD - PRINCIPAL PLANNER | 112.14 |
| 28 | CD - RECREATION AIDE | 27.31 |
| 29 | CD - RECREATION CENTER SUPERVISOR | 71.14 |
| 30 | CD - RECREATION LEADER I | 27.57 |
| 31 | CD - RECREATION LEADER II | 27.76 |
| 32 | CD - RECREATION LEADER III | 28.01 |
| 33 | CD - RECREATION SPECIALIST | 28.01 |
| 34 | CD - RECREATION SUPERINTENDENT | 115.42 |
| 35 | CD - SENIOR OFFICE ASSISTANT | 62.04 |
| 36 | CM - CITY MANAGER | 213.30 |
| 37 | CM - Deputy City Manager | 175.30 |
| 38 | CM - EXECUTIVE ASSISTANT IV | 73.68 |
| 39 | CM - EXECUTIVE SECRETARY | 58.83 |
| 40 | CM - MANAGEMENT ANALYST II | 71.80 |
| 41 | CM - SENIOR OFFICE ASSISTANT | 47.71 |
| 42 | Eng \& PW - ASSISTANT CIVIL ENGINEER | 121.74 |
| 43 | Eng \& PW - Associate Civil Engineer | 106.18 |


| 44 | Eng \& PW - ASST DIRECTOR OF PW/ENGR | 173.06 |
| :---: | :---: | :---: |
| 45 | Eng \& PW - CIVIL ENGINEERING TECHNICIAN | 96.72 |
| 46 | Eng \& PW - DIRECTOR OF PW/CITY ENGINEER | 220.51 |
| 47 | Eng \& PW - EQUIP. MAINT. SUPERVISOR | 116.70 |
| 48 | Eng \& PW - EQUIPMENT MECHANIC | 77.17 |
| 49 | Eng \& PW - EQUIPMENT OPERATOR | 80.07 |
| 50 | Eng \& PW - EXECUTIVE SECRETARY | 76.84 |
| 51 | Eng \& PW - Junior Engineer-Civil | 80.42 |
| 52 | Eng \& PW - LEAD EQUIPMENT MECHANIC | 83.23 |
| 53 | Eng \& PW - MAINTENANCE WORKER | 67.58 |
| 54 | Eng \& PW - MANAGEMENT ANALYST II | 93.79 |
| 55 | Eng \& PW - Principal Civil Engineer | 160.27 |
| 56 | Eng \& PW - SENIOR CIVIL ENGINEERING TECH | 104.49 |
| 57 | Eng \& PW - Senior Construction Inspector | 115.13 |
| 58 | Eng \& PW - SENIOR EQUIPMENT OPERATOR | 94.66 |
| 59 | Eng \& PW - SENIOR OFFICE ASSISTANT | 62.33 |
| 60 | Eng \& PW - SENIOR TRAFFIC PAINTER | 85.87 |
| 61 | Eng \& PW - ST \& WASTEWATER MAINT SUPER | 113.40 |
| 62 | Eng \& PW - STREET SWEEPER OPERATOR | 76.86 |
| 63 | Eng \& PW - TRAFFIC PAINTER | 78.14 |
| 64 | Facilities - BUILDING TRADES SPECIALIST | 60.73 |
| 65 | Facilities - CUSTODIAN | 44.56 |
| 66 | Facilities - FACILITIES MAINT. SUPERVISOR | 83.93 |
| 67 | Facilities - SUPERVISING CUSTODIAN | 51.17 |
| 68 | Fire - ADMINISTRATIVE SECRETARY | 65.85 |
| 69 | Fire - BATTALION CHIEF | 209.10 |
| 70 | Fire - BUILDING OFFICIAL | 141.89 |
| 71 | Fire - DEPUTY FIRE MARSHAL | 180.19 |
| 72 | Fire - DIRECTOR OF EMERGENCY SERVICES | 226.19 |
| 73 | Fire - FIRE BATTALION CHIEF | 223.35 |
| 74 | Fire - FIRE CAPTAIN | 188.95 |
| 75 | Fire - FIRE ENGINEER | 171.15 |
| 76 | Fire - FIRE INSPECTOR | 97.99 |
| 77 | Fire - FIREFIGHTER | 130.46 |
| 78 | Fire - MANAGEMENT ANALYST III | 113.12 |
| 79 | Fire - PERMIT TECHNICIAN | 78.34 |
| 80 | Fire - FIRE SERVICES | 149.74 |
| 81 | Fire - SENIOR BUILDING INSPECTOR | 92.63 |
| 82 | Fire - SENIOR OFFICE ASSISTANT | 61.76 |
| 83 | Housing - COMMUNITY DEVELOPMENT MANAGER | 106.46 |
| 84 | Housing - COMMUNITY DEVELOPMENT SPEC II | 71.63 |
| 85 | Housing - DIR OF HOUSING \& ECONOMIC DEV | 138.19 |
| 86 | Housing - HOUSING ASSISTANT | 52.28 |
| 87 | Housing - HOUSING INSPECTOR II | 67.98 |
| 88 | Housing - HOUSING PROGRAMS MANAGER | 105.52 |
| 89 | Housing - HOUSING SPECIALIST | 73.11 |


| 90 | Housing - Property Agent | 86.99 |
| :---: | :---: | :---: |
| 91 | Housing - SENIOR HOUSING SPECIALIST | 84.44 |
| 92 | Housing - SENIOR OFFICE ASSISTANT | 48.99 |
| 93 | HR - ADMINISTRATIVE SECRETARY | 62.69 |
| 94 | HR - EXECUTIVE ASSISTANT II | 85.51 |
| 95 | HR - MANAGEMENT ANALYST II | 88.47 |
| 96 | HR - SENIOR OFFICE ASSISTANT/RISK | 58.79 |
| 97 | Info Sys - MGMT INFO SYSTEMS TECH I | 68.55 |
| 98 | Info Sys - MGMT INFO SYSTEMS TECH II | 76.92 |
| 99 | Info Sys - MGMT. INFO. SYSTEMS MANAGER | 100.50 |
| 100 | Library - Academic Enrichment Prog Coord | 108.42 |
| 101 | Library - CITY LIBRARIAN | 222.81 |
| 102 | Library - LIBRARIAN | 61.21 |
| 103 | Library - LIBRARY ASSISTANT | 36.13 |
| 104 | Library - LIBRARY TECHNICIAN | 45.79 |
| 105 | Library - OFFICE AIDE | 32.19 |
| 106 | Library - Senior Librarian | 119.43 |
| 107 | Library - Senior Library Technician | 87.35 |
| 108 | Parks - LEAD TREE TRIMMER | 95.49 |
| 109 | Parks - PARK CARETAKER | 73.63 |
| 110 | Parks - PARK SUPERINTENDENT | 125.43 |
| 111 | Parks - PARK SUPERVISOR | 114.75 |
| 112 | Parks - PARKS EQUIPMENT OPERATOR | 94.30 |
| 113 | Parks - SEASONAL PARK AIDE | 30.88 |
| 114 | Parks - SENIOR PARK CARETAKER | 84.02 |
| 115 | Parks - TREE TRIMMER | 89.98 |
| 116 | Pol - ADMINISTRATIVE SECRETARY | 63.28 |
| 117 | Pol - ANIMAL CONTROL OFFICER | 72.53 |
| 118 | Pol - Animal Regulations Officer | 72.53 |
| 119 | Pol - ASSISTANT CHIEF OF POLICE | 229.12 |
| 120 | Pol - COMMUNITY SERVICES OFFICER | 68.53 |
| 121 | Pol - CRIME ANALYST | 94.94 |
| 122 | Pol - EXECUTIVE ASSISTANT II | 86.33 |
| 123 | Pol - Mgmt. Info. Systems Tech. I | 97.40 |
| 124 | Pol - Mgmt. Info. Systems Tech. II | 109.29 |
| 125 | Pol - POLICE CAPTAIN | 223.40 |
| 126 | Pol - POLICE CHIEF | 264.86 |
| 127 | Pol - POLICE CORPORAL | 180.35 |
| 128 | Pol - Police Dispatch Supervisor | 91.35 |
| 129 | Pol - POLICE DISPATCHER | 83.94 |
| 130 | Pol - POLICE INVESTIGATIVE AIDE | 57.35 |
| 131 | Pol - POLICE INVESTIGATOR | 93.42 |
| 132 | Pol - POLICE LIEUTENANT | 249.84 |
| 133 | Pol - POLICE OFFICER | 152.33 |
| 134 | Pol - POLICE OPERATIONS ASSISTANT | 74.95 |
| 135 | Pol - POLICE RECORDS CLERK | 61.20 |


| 136 | Pol - POLICE RECORDS SUPERVISOR | 81.67 |
| :---: | :---: | :---: |
| 137 | Pol - POLICE RECRUIT | 67.25 |
| 138 | Pol - POLICE SERGEANT | 203.21 |
| 139 | Pol - PROPERTY \& EVIDENCE SPEC I | 71.35 |
| 140 | Pol - PROPERTY \& EVIDENCE SPEC II | 78.67 |
| 141 | Pol - PROPERTY \& EVIDENCE SUPERVISOR | 90.12 |
| 142 | Pol - SENIOR OFFICE ASSISTANT | 59.35 |
| 143 | Pol - SENIOR POLICE DISPATCHER | 106.83 |
| 144 | Pol - STOP GRANT OFFICE COORDINATOR | 75.32 |
| 145 | Pol - TRAINING COORDINATOR | 70.89 |
| 146 | Sewer - EQUIPMENT OPERATOR | 81.45 |
| 147 | Sewer - MAINTENANCE WORKER | 68.75 |
| 148 | Sewer - STREET SWEEPER OPERATOR | 78.19 |
| 149 | Sewer - WASTEWATER CREW CHIEF | 91.92 |
|  | ESGIL/INTERWEST CONTRACT RATES |  |
| 150 | Division Manager | 206.98 |
| 151 | Supervising Structural Engineer | 199.59 |
| 152 | CASp Certified Access Examiner | 139.57 |
| 153 | LEED Certified Plans Examiner | 139.57 |
| 154 | Structural Engineer | 139.57 |
| 155 | Civil Engineer | 139.57 |
| 156 | Electrical Engineer | 139.57 |
| 157 | Energy Plans Examiner | 139.57 |
| 158 | Mechanical Engineer | 139.57 |
| 159 | Building Official | 139.57 |
| 160 | Supervising Building Inspector | 139.57 |
| 161 | Deputy Building Official | 139.57 |
| 162 | I.C.C. Plans Examiner | 139.57 |
| 163 | Building Inspector | 122.71 |
| 164 | Permit Specialist/Counter Tech | 106.45 |
| 165 | Clerical Support | 50.27 |
| 166 | Counter Technician | 106.45 |
| 167 | Building/Engineering/Fire Inspector | 122.71 |

The following page(s) contain the backup material for Agenda Item: Public Hearing and Introduction of an Ordinance of the City of National City Amending Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development CommissionHousing Authority of the City of National City. (Housing Authority)
Please scroll down to view the backup material.

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT 

MEETING DATE:
April 19, 2022
AGENDA ITEM NO.

## ITEM TITLE:

Public Hearing and Introduction of an Ordinance of the City of National City Amending Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development CommissionHousing Authority of the City of National City. (Housing Authority)

PREPARED BY: Carlos Aguirre, Housing Director
PHONE: 619-336-4391
EXPLANATION:
Please see Attachment No 1.
department: Housing Authority APPROVED BY:


## FINANCIAL STATEMENT:

ACCOUNT NO. Not applicable.
There will be no financial impact resulting from this action.

APPROVED:
APPROVED:
$\qquad$ Finance
$\qquad$ MIS

## ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: X FINAL ADOPTION:

## STAFF RECOMMENDATION:

Approve an Ordinance of the City Council of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code.

BOARD / COMMISSION RECOMMENDATION:
Not applicable.

## ATTACHMENTS:

1. Staff Report
2. Redline of proposed changes to Chapter 2.64 of Title 2 of the National City Municipal Code
3. Ordinance Amending Chapter 2.64 of Title 2 of the National City Municipal Code

# CITY OF NATIONAL CITY STAFF REPORT 

DATE: April 19, 2022
TO: Mayor and City Council
FROM: Charles E. Bell, Jr., City Attorney
Brian Byun, Best Best \& Krieger LLP
Carlos Aguirre, Housing Director
SUBJECT: Ordinance of the City Council of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code

## Staff Recommendation:

Approve an Ordinance of the City Council of the City of National City, California, Amending Chapter 2.64 of Title 2 of the National City Municipal Code

## Background:

In 1975, the City of National City ("City") approved and adopted Ordinance No. 1484, which established the Community Development Commission ("CDC") and Housing Authority, pursuant to Health and Safety Code section 34100 et seq. Under Ordinance No. 1484, which is codified in National City Municipal Code Chapter 2.64, the CDC operated both the Redevelopment Agency ("RDA") and the Housing Authority functions as a single entity.

However, on June 28, 2011, the Governor signed Assembly Bill No. ABx1 26 ("ABx1 26"), which legislatively eliminated redevelopment agencies and redevelopment agency components of community development commissions, but also expressly provided that " n n]othing in this part dissolves or otherwise affects the authority of a community redevelopment commission, other than in its authority to act as a redevelopment agency, in its capacity as a housing authority or for any other community development purpose of the jurisdiction in which it operates." Accordingly, while the RDA was dissolved, the Housing Authority has continued to exist and the CDC has continued to have authority to carry out Housing Authority functions and other community improvement activities not prohibited by ABx1 26.

Moreover, the City Council designated the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") to serve as the "Successor Housing Entity" for all housing assets of the former RDA. As the Successor Housing Entity of the dissolved RDA, the CDC-HA was designated as the entity responsible for performing the housing functions previously performed by the dissolved RDA (and the CDC acting in its capacity as the RDA), as well as the entity to receive the transfer of, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the RDA (and the CDC acting in its capacity as the RDA).

## Housing Asset Transfers:

Along with dissolving redevelopment agencies, $\mathrm{ABx1} 26$ also required the Successor Agency ("SA") of the former RDA to officially transfer the housing assets of the SA to the CDC-HA as the Successor Housing Entity under ABx1 26 by submitting a Housing Asset Transfer Form listing all housing assets for approval by the Oversight Board and State of California Department of Finance. However, certain parcels owned by the CDC prior to the above-noted changes in state law were not listed on the Housing Asset Transfer Form for various reasons. These parcels included the following three parcels: (1) the Morgan Senior Tower (which includes the George H. Waters Nutrition Center ["Nutrition Center"]), (2) the Kimball Senior Tower, and (3) the Kimball Senior Center (together, the "Parcels"), all of which were acquired by the City through the CDC with non-RDA funds and are held in the name of the CDC in its capacity other than as the RDA.

## Proposed Ordinance:

The proposed Ordinance is intended to officially designate the CDC-HA as the successor entity of the CDC for all purposes, in part to clarify the ownership of the Parcels by the CDCHA.

# Chapter 2.64 -HOUSING AUTHORITY AND_ COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY 

2.64.010 Community Development Commission. The Housing Authority and Community Development Commission were established in 1975. The Community Development Commission included the Redevelopment Agency, the Housing Authority established pursuant to Housing Authority Law (California Government Code Section 34000 et. seq.), and general City matters. Following the dissolution of the Redevelopment Agency, the Community Development Commission is known as the Community Development Commission - Housing Authority of the City of National City as provided for in this Chapter.
2.64.0102.64.020 Housing authority-Declaration of need.

It is declared that, because of the existence of unsafe and insanitary inhabited dwelling accommodations in National City, there is a need for a housing authority to function in the community.
2.64.0202.64.030 Housing authority—Established.

The housing authority of the city is established.
2.64.0302.64.040 Housing authority-City council designated to act.

The city council declares itself to be the Housing Authority of the city.
2.64.0402.64.050 Community development commission-Declaration of need.

It is declared that there is a need for a community development commission to function in the community.
2.64.0502.64.060 Community development commission—Established.

The community development commission of the city is established.
2.64.0602.64.070 Community development commission-Purpose-Operating authority.

The community development commission of the city is created and established in order that the city will be enabled to operate and govern its redevelopment agency and its housing authority under a single board and as a single operating entity.
2.64.0702.64.080 Community development commission-City council designated to act.

The city council declares itself to be the community development commission of the city.
2.64.0802.64.090 Community development commission-Powers and duties.

The community development commission shall be vested with all of the powers, duties and responsibilities of both the redevelopment agency and the housing authority of the city, and shall be vested with any other powers, duties and responsibilities regarding community development which the legislative body may delegate to the community development commission subject to such conditions as may be imposed by the legislative body. Community development commission-Chairman and vice-chairman.

The mayor of the city shall be the chairman, and the vice-mayor of the city shall be the vicechairman of the community development commission.
2.64.1002.64.110 Community development commission-Executive director and secretary.

The executive director and secretary of the redevelopment agency of the city shall be the executive director and secretary of the community development commission.
2.64.1102.64.120 Community development commission—Bylaws adopted.

The bylaws of the redevelopment agency of the city adopted by Resolution No. 68-8 on October 29,1968 , as subsequently amended, are adopted as the bylaws of the community development commission.
2.64.1202.64.130 Community development commission-Manual of Administrative Policies and Procedures adopted.

The Manual or Administrative Policies and Procedures of the redevelopment agency of the city as adopted by said agency by its Resolution No. 69-1 on January 7, 1969, as subsequently amended are adopted as the Manual of Administrative Policies and Procedures of the community development commission.
2.64.1302.64.140 Filing of ordinance required.

The housing authority and the community development commission hereby authorized to function shall each cause a certified copy of the ordinance codified in this chapter to be filed with the Secretary of State and with the Department of Housing and Community Development, state of California.
2.64.140 Community development commission-Successor entity.

The Community Development Commission-Housing Authority of the City of National City ("CDC-HA") is the successor in interest to the community development commission for all purposes, and any reference to the community development commission in any document shall hereby refer to the CDC-HA.

ORDINANCE NO. 2022 -

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING CHAPTER 2.64 OF TITLE 2 OF THE NATIONAL CITY MUNICIPAL CODE

## CITY ATTORNEY SUMMARY

This Ordinance amends Chapter 2.64 of Title 2 of the National City Municipal Code relating to the Community Development Commission-Housing Authority of the City of National City

WHEREAS, in 1974, the State Legislature enacted Health and Safety Code section 34100 et seq., permitting cities to create Community Development Commissions for purposes of operating and governing their redevelopment agencies, or their redevelopment agencies and their housing authorities, under a single operating entity and board, as well as to exercise "any other powers regarding community development which the legislative body of a community may desire to delegate to the commission subject to such conditions as may be imposed by the legislative body;" and

WHEREAS, in 1975, the City of National City ("City") approved and adopted Ordinance No. 1484, which established the Community Development Commission ("CDC") and Housing Authority and is codified in National City Municipal Code Chapter 2.64; and

WHEREAS, pursuant to Ordinance No. 1484, the CDC operated both the Redevelopment Agency ("RDA") and the Housing Authority functions as a single entity in accordance with Health and Safety Code section 34100 et seq.; and

WHEREAS, on June 28, 2011, the Governor signed Assembly Bill No. ABx1 26 ("ABx1 26 "), which legislatively eliminated redevelopment agencies; and

WHEREAS, Health and Safety Code section 34172, subdivision (a)(1)-a provision enacted by ABx1 26-dissolves "[a]ll redevelopment agencies and redevelopment agency components of community development commissions," but also expressly provides that "[n]othing in this part dissolves or otherwise affects the authority of a community redevelopment commission, other than in its authority to act as a redevelopment agency, in its capacity as a housing authority or for any other community development purpose of the jurisdiction in which it operates;" and

WHEREAS, while the RDA was dissolved as required under ABx1 26, as permitted under Health and Safety Code section 34172, subdivision (a)(1), the Housing Authority has continued to exist and the CDC has continued to have authority to carry out Housing Authority functions and other community improvement activities not prohibited by $A B x 1$ 26; and

WHEREAS, the City Council has designated the Community Development CommissionHousing Authority of the City of National City ("CDC-HA") to serve as the "Successor Housing Entity" for all housing assets of the former RDA; and

WHEREAS, as the Successor Housing Entity of the dissolved RDA, the CDC-HA was
Ordinance 2022 -
Adopted $\qquad$ -2022
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designated as the entity responsible for performing the housing functions previously performed by the dissolved RDA (and the CDC acting in its capacity as the RDA), as well as the entity to receive the transfer of, without limitation, all of the housing assets, rights, powers, duties, obligations, liabilities and functions previously performed by the RDA (and the CDC acting in its capacity as the RDA); and

WHEREAS, the City Council has also designated the City to act as the "Successor Agency" ("SA") to the dissolved RDA; and

WHEREAS, upon the dissolution of the RDA on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings and equipment of the dissolved RDA were transferred by operation of law to the control of the SA and all authority, rights, powers, duties, and obligations previously vested in the RDA were vested in the SA, for administration pursuant to $A B \times 1$ 26; and

WHEREAS, ABx1 26 required the SA to officially transfer the housing assets of the SA to the CDC-HA as the Successor Housing Entity under ABx1 26 by submitting a Housing Asset Transfer Form listing all housing assets for approval by the Oversight Board and State of California Department of Finance; and

WHEREAS, due to the above-recited changes in state law that occurred subsequent to the adoption of Ordinance No. 1484, there is a need to clarify the ownership of parcels owned by the CDC prior to those changes in state law, including, but not limited to, (1) the Morgan Senior Tower (which includes the George H. Waters Nutrition Center ["Nutrition Center"]), (2) the Kimball Senior Tower, and (3) the Kimball Senior Center ("the Parcels"), which were not listed on the Housing Asset Transfer Form for various reasons; and

WHEREAS, each of the Parcels was acquired by the City through the CDC with non-RDA funds and are held in the name of the CDC in its capacity other than as the RDA; and

WHEREAS, this Ordinance is intended to officially designate the CDC-HA as the successor entity of the CDC for all purposes, in part to clarify the ownership of the Parcels by the CDC-HA

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City, California, does ordain as follows:

SECTION 1. The foregoing recitals are true and correct.
SECTION 2. Based on the findings above, in addition to information provided to the City Council at the Public Meeting, the City Council hereby amends and restates Chapter 2.64 of Title 2 of the National City Municipal Code to read in its entirety as set forth in Exhibit " $A$ " to this Ordinance, which is attached hereto and incorporated herein by this reference.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the

Ordinance 2022 -
Adopted $\qquad$ -2022
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remaining portions of this Ordinance or any part thereof. The City Council of the City of National City hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 4. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 5. Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. Effective Date. This ordinance shall be published pursuant to law and shall become effective thirty (30) days from the date of passage and adoption. Within fifteen (15) days following its adoption, the City Clerk shall publish the title thereof, as a summary as required by State Law.

INTRODUCED by the City Council on April 19, 2022.

PASSED and ADOPTED this __th day of ___ 2022.

Alejandra Sotelo-Solis, Mayor
ATTEST:

Luz Molina, City Clerk

## APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

Ordinance 2022 -

## EXHIBIT A

[Attached]

# Chapter 2.64-COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY 

2.64.010 Community Development Commission. The Housing Authority and Community Development Commission were established in 1975. The Community Development Commission included the Redevelopment Agency, the Housing Authority established pursuant to Housing Authority Law (California Government Code Section 34000 et. seq.), and general City matters. Following the dissolution of the Redevelopment Agency, the Community Development Commission is known as the Community Development Commission - Housing Authority of the City of National City as provided for in this Chapter.
2.64.020 Housing authority-Declaration of need.

It is declared that, because of the existence of unsafe and insanitary inhabited dwelling accommodations in National City, there is a need for a housing authority to function in the community.
2.64.030 Housing authority-Established.

The housing authority of the city is established.
2.64.040 Housing authority-City council designated to act.

The city council declares itself to be the Housing Authority of the city.
2.64.050 Community development commission-Declaration of need.

It is declared that there is a need for a community development commission to function in the community.
2.64.060 Community development commission—Established.

The community development commission of the city is established.
2.64.070 Community development commission-Purpose-Operating authority.

The community development commission of the city is created and established in order that the city will be enabled to operate and govern its redevelopment agency and its housing authority under a single board and as a single operating entity.
2.64.080 Community development commission-City council designated to act.

The city council declares itself to be the community development commission of the city.
2.64.090 Community development commission-Powers and duties.

The community development commission shall be vested with all of the powers, duties and responsibilities of both the redevelopment agency and the housing authority of the city, and shall be vested with any other powers, duties and responsibilities regarding community development which the legislative body may delegate to the community development commission subject to such conditions as may be imposed by the legislative body.
2.64.100 Community development commission-Chairman and vice-chairman.

The mayor of the city shall be the chairman, and the vice-mayor of the city shall be the vicechairman of the community development commission.
2.64.110 Community development commission-Executive director and secretary.

The executive director and secretary of the redevelopment agency of the city shall be the executive director and secretary of the community development commission.
2.64.120 Community development commission-Bylaws adopted.

The bylaws of the redevelopment agency of the city adopted by Resolution No. 68-8 on October 29,1968 , as subsequently amended, are adopted as the bylaws of the community development commission.
2.64.130 Community development commission-Manual of Administrative Policies and Procedures adopted.

The Manual or Administrative Policies and Procedures of the redevelopment agency of the city as adopted by said agency by its Resolution No. 69-1 on January 7, 1969, as subsequently amended are adopted as the Manual of Administrative Policies and Procedures of the community development commission.
2.64.140 Filing of ordinance required.

The housing authority and the community development commission hereby authorized to function shall each cause a certified copy of the ordinance codified in this chapter to be filed with the Secretary of State and with the Department of Housing and Community Development, state of California.
2.64.140 Community development commission—Successor entity.

The Community Development Commission-Housing Authority of the City of National City ("CDC-HA") is the successor in interest to the community development commission for all purposes, and any reference to the community development commission in any document shall hereby refer to the CDC-HA.

The following page(s) contain the backup material for Agenda Item: Public Hearing and Introduction of an Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee. (City Clerk)
Please scroll down to view the backup material.

## ITEM TITLE:

Public Hearing and Introduction of an Ordinance of the City Council of the City of National City, California, Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee (City Clerk).
PREPARED BY: Shelley Chapel, Deputy City Clerk
PHONE: 619-336-4228

## EXPLANATION:

On February 21, 2017, the City Council adopted Ordinance No. 2017-2432, establishing the Veterans and Military Families Advisory Committee for the purpose of advising the City Council on matters related to the support of our veterans and military service member related issues, ceremonies, and other activities that occur within National City. Upon creation eleven (11) members were appointed to the committee.

On September 15, 2020, the City Council adopted Ordinance No. 2020-2483, reducing and modifying the membership of the committee from eleven (11) to seven (7) members to assist in attendance and quorum required for meetings.

On March 15, 2021, the City Council voted unanimously to dissolve the Veterans and Military Families Committee and establish a Veterans Event Working Group to assist City staff with planning events honoring the heritage of our Veterans and Military Community, including Memorial Day and Veteran's Day. As a result of this action the Veterans and Military Families Committee has been dissolved.

## FINANCIAL STATEMENT:

ACCOUNT NO.
APPROVED:
APPROVED:
$\square$ Finance

This report does not reflect any financial changes to the budget at this time.

## ENVIRONMENTAL REVIEW:

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

## ORDINANCE: INTRODUCTION: $\quad \mathrm{X}$ FINAL ADOPTION:

## STAFF RECOMMENDATION:

Staff recommendation to hold the Public Hearing, receive Public Comment, and Introduce an Ordinance Repealing Ordinance No. 2017-2432 and Ordinance No. 2020-2483; and Removing Chapter 16.09 in its Entirety from the National City Municipal Code Dissolving the Veterans and Military Families Advisory Committee.

## BOARD / COMMISSION RECOMMENDATION:

Current Committee Members were notified of the change and some members have expressed an interest in participating on the Veterans Event Working Group.

## ATTACHMENTS:

ORDINANCE NO. 2022-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA REPEALING ORDINANCE NO. 2017-2432, AND ORDINANCE NO. 2020-2483, AND REMOVING CHAPTER 16.09 IN ITS ENTIRETY FROM THE NATIONAL CITY MUNICIPAL CODE DISSOLVING THE VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE

CITY ATTORNEY SUMMARY<br>This Ordinance removes in its entirety the Veterans and Military Families Advisory Committee from the City of National City, California Municipal Code, therefore, dissolving the Committee

WHEREAS, on February 21, 2017, the City Council adopted Ordinance No. 2017-2432, establishing the Veterans and Military Families Advisory Committee; and

WHEREAS, on September 15, 2020, the City Council adopted Ordinance No. 2020-2483, reducing and modifying the membership of the Veterans and Military Families Advisory Committee; and

WHEREAS, on March 15, 2022, the City Council voted unanimously to dissolve the Veterans and Military Families Committee and establish a Veterans Event Working Group to assist City staff with planning events honoring the heritage of our Veterans and Military Community, including Memorial Day and Veteran's Day. As a result of this action the Veterans and Military Families Committee has been dissolved.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of National City, California, does ordain as follows:

SECTION 1. The foregoing recitals are true and correct.
SECTION 2. Based on the findings above, in the additional information provided to the City Council at the Public Meeting, the City Council determines as follows:
a. Section 16.09 entitled Veterans and Military Families Advisory Committee is hereby removed in its entirety from the National City Municipal Code.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council of the City of nation City hereby declares that I would have passed any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of the Ordinance be declared invalid, unenforceable or unconstitutional.

SECTION 4. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 5. Conflict. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. Effective Date. This ordinance shall be published pursuant to law and shall become effective thirty (30) days from the date of passage and adoption. Within fifteen (15) days following its adoption, the City Clerk shall publish the title thereof, as a summary as required by State Law.

INTRODUCED by the City Council on April 19, 2022.
PASSED and ADOPTED this ___ day of___ 2022.

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, California, authorizing the City to utilize cooperative purchasing established through Sourcewell contract 090320-TTI, consistent with Municipal Code Section 2.60.260, to purchase Tyler Technologies' Munis Hosted ERP System, and authorizing the Mayor to execute the Agreement between the City of National City and Tyler Technologies, Inc. for said system to replace the current outdated enterprise resource planning software system for a one-time cost not-to-exceed $\$ 367,148$ and reoccurring annual license, maintenance, and support costs of \$125,172. (Finance)
Please scroll down to view the backup material.

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT 

MEETING DATE: April 19, 2022
AGENDA ITEM NO.:

## ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the City to utilize cooperative purchasing established through Sourcewell contract 090320-TTI, consistent with Municipal Code Section 2.60.260, to purchase Tyler Technologies' Munis Hosted ERP System, and authorizing the Mayor to execute the Agreement between the City of National City and Tyler Technologies, Inc. for said system to replace the current outdated enterprise resource planning software system for a one-time cost not-to-exceed $\$ 367,148$ and reoccurring annual license, maintenance, and support costs of $\$ 125,172$.
PREPARED BY: Molly Brennan, Administrative Services Director DEPARTMENT: Finance
PHONE: 619-336-4265
approved by: Molighom-

## EXPLANATION:

See attached detailed staff report.

FINANCIAL STATEMENT:
APPROVED: $\qquad$ FINANCE
APPROVED: $\qquad$ MIS
$\$ 150,000$ of one-time costs budgeted in FY22: 629-403-082-299 IT Contract Services
Remainder to be budgeted in FY23 during budget development process. Further details of fiscal impact in staff report.

## ENVIRONMENTAL REVIEW:

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

## ORDINANCE: INTRODUCTION $\square$ FINAL ADOPTION <br> $\square$

## STAFF RECOMMENDATION:

Adopt the resolution authorizing the purchase and agreement execution with Tyler Technologies to purchase the Munis Hosted ERP System.

BOARD / COMMISSION RECOMMENDATION:

## ATTACHMENTS:

1. Staff Report
2. PowerPoint Presentation - ERP System
3. Tyler Munis ERP Solution Brochure
4. Tyler Technologies, Inc. Software Service Agreement
5. Resolution

## City Council Staff Report

April 19, 2022

## AGENDA ITEM:

Resolution of the City Council of the City of National City, California, authorizing the City to utilize cooperative purchasing established through Sourcewell contract 090320-TTI, consistent with Municipal Code Section 2.60.260, to purchase Tyler Technologies' Munis Hosted ERP System, and authorizing the Mayor to execute the Agreement between the City of National City and Tyler Technologies, Inc. for said system to replace the current outdated enterprise resource planning software system for a one-time cost not-to-exceed $\$ 367,148$ and reoccurring annual license, maintenance, and support costs of \$125,172.

## EXPLANATION:

An Enterprise Resource Planning (ERP) system is a technology tool that organizations use to manage day-to-day administrative activities, such as accounting, procurement, budgeting, cashiering, payroll, financial reporting, and human resources. Since September 1998, the City has been using Eden, a Tyler Technologies product, as our ERP system. Nearing almost 25 years old, the software system is outdated, limited in capacity, and scheduled to be sunset by Tyler Technologies within a few years. The version of Eden the City is currently using was released in 2002. Over the past twenty years the functionality and technological advances in ERP systems has grown exponentially. The purchase and implementation of a new ERP system will reduce manual data entry, streamline workflow, integrate multiple software products into a single system, and reduce the City's reliance on paper.

In 2021, Tyler Technologies notified the City that Eden was scheduled to be sunset within the next few years. Knowing the City needed to identify a new ERP system and plan for its implementation, in fall of 2021 City staff conducted extensive research regarding ERP options and the requirements a new system would need to have in order to meet the City's goals.

The City's goal is to take advantage of a modern ERP system that is designed around best practices, allowing the City to streamline and improve processes that result in timely, accurate, and easy-to-access information. More specifically, the new ERP system should meet the following objectives:

- Consolidate information, link processes and functions, and eliminate separate departmental systems/spreadsheets/access databases in favor of a single system
that connects the City's financial and non-financial applications through a common database
- Streamline business processes to take advantage of best practices through automation, integration, and workflows
- Provide a user-friendly and intuitive user interface to promote system use and productivity
- Eliminate or reduce redundant data entry
- Eliminate or reduce the need for manual input when preparing various financial documents, including the annual budget and preparation of the Comprehensive Annual Financial Report
- Improve and/or provide necessary reports and reporting capabilities and access to data through inquiry or drill down capabilities
- Provide interface capabilities with third-party systems

In addition to the functionality identified above, the City is seeking the migration professional services (e.g. best practices guidance, training, project management, implementation, and integration) that will help ensure a successful implementation in a timely and professional manner.

City staff met with vendors, watched demonstrations, interviewed similarly sized public agencies who had recently selected a new ERP vendor, and received initial pricing. As a result of this effort, Tyler Technologies' Munis Hosted ERP System stood out as the best and most cost effective solution available for the City of National City. In fact, upon discussing the City's goals and requirements with a competitor of Tyler Technologies who staff was considering, the vendor recommended that the City should purchase Munis over their own product, as they felt it would better suit our needs.

From a cost perspective, to honor the City's almost 25-year strong relationship, Tyler Technologies is honoring the costs the City has already paid to them for our Eden modules as a full credit for the licensing costs of similar Munis modules. This represents a savings of $\$ 217,079$ and drops the total price of a Tyler Munis ERP purchase and implementation below that of their competitors.

From an implementation perspective, Tyler Technologies has the added benefit of supplying a dedicated team of employees who only work on Eden to Munis migrations. This means they will take care of the data migration for the City as part of the implementation, a task that would fall on our internal IT staff if another vendor were selected. In addition, the Eden to Munis team members will be able to efficiently train City staff by using our joint understanding of Eden's operations as a reference point.

Due to Eden's past limitations, the City has had to purchase additional software systems that operate outside of the ERP system and use manual data entry to pull in high-level financial activity summaries. The City's cashiering point-of-sale software and pet license software is currently being provided by Progressive Solutions, and a summary of the daily activity manually posted into Eden. This prevents departments from viewing or analyzing the revenue collected related to their department's activities. In addition, the City is currently using OpenGov to provide a transparency portal on the City's website, which can also only be manually updated. The scope of the proposed Munis Hosted ERP System purchase will combine all of this functionality into one system and remove the need for these extra external programs and their
costs. Between Eden, Progressive Solutions, and OpenGov, the City is paying on-going annual license and maintenance costs of approximately $\$ 95,000$ per year. These costs will end once the new ERP system is fully implemented.

Furthermore, there are uncalculated savings and benefits in moving to a hosted (cloud based) Tyler Munis ERP. Tyler Technologies will perform all maintenance, updates, backups, and system server security, reducing the City's internal IT maintenance and hardware costs. Multiple ERP vendors spoke to City staff about the shift in priorities to their cloud based products. Technology companies are investing their resources and focusing their updates on the cloud versions of their products over the on premise versions. Beyond getting the best updates, the City's workflow functionality will expand by moving to a cloud ERP system. Tyler Munis Hosted ERP will also provide workflow approvers with access to an app they can use on their mobile device to review and approve things like pending invoices, timesheets, leave requests, or personnel action forms. For ERP users that do not directly input data into the system, this provides an easier and more user-friendly option than accessing the full ERP system.

Information stored in Tyler Technologies' data centers will have secure data transmission, fullyredundant telecommunications access and electrical power. Tyler Technologies conducts annual penetration testing and maintains industry standard intrusion detection and prevention systems to monitor and block malicious activity and protect its clients' information.

City staff in IT, Finance, and Human Resources have participated in thorough demonstrations of the Tyler Munis Hosted ERP System. Feedback from staff has been overwhelmingly positive and there is clear support from the day-to-day ERP system users to transition to Tyler Munis.

Tyler Munis has a proven record of success and is used by thousands of mid to large sized public agencies across the country. Just within San Diego County, seven of our neighboring cities use Munis: Chula Vista, Coronado, El Cajon, Encinitas, Poway, Solana Beach, and Vista. In late 2020, La Mesa narrowed down their ERP system search to Munis and another competitor and ultimately chose the competitor due to the higher cost of Munis as a new client. As an existing Tyler Technologies Eden client, National City receives a significant savings in license credits that lower our costs to purchase Munis as compared to a new Tyler Technologies client.

## Tyler Munis Functionality

An overview of the Tyler Munis ERP system is included as attachment 3 (brochure). For the City the functionality meets all of our goals. Of all the updated functionality potential, there are four capabilities to highlight will truly change the day-to-day efficiencies of the City's operations. One, Tyler Content Manager will digitize and automate document handling across the City. Currently, almost everything has to be tracked through paper, outside of the ERP system.

Two, implementation of a project and grant accounting module in Tyler Munis will although the City to track projects over multiple fiscal years, with multiple funding sources and expand our ability to recover reimbursable personnel costs. The current system is not up to federal compliance standards, so the City is missing out of receiving reimbursement for a portion of staff time spent on grant-funded work.

Three, the workflow functionality of Tyler Munis will let the City transition from a manual, paper based approval process to an automated electronic approval process. This will reduce time spent doing data entry, routing paper, filing paper, and will ensure nothing can get lost.

Four, the City's reporting functionality will greatly expand. Currently, Eden's functionality is so limited that staff has to reformat all reports in Excel or pull data from Eden through a staff designed Microsoft Access database into an Excel report before a report is readable or in a useful format. Tyler Munis includes functionality called Munis Analytics \& Reporting with Executive Insights, which will let staff have access to thousands of pre-designed templates or design our own reports that will populate automatically to the dashboard of different Munis users based on their interests and operations. For example, a department head could have reports to show their staff leave usage and budget versus actuals year to date, while the Finance Manager could have reports on outstanding checks by date, invoice date versus check date, and year to date revenue on loans receivable.

## Purchasing

City staff is requesting to waive completing our own formal bidding procedure and utilize National City Municipal Code Section 2.60.260 Cooperative Purchasing. The City is a member of Sourcewell, formerly known as the National Joint Powers Alliance, a cooperative purchasing alliance for public agencies. Sourcewell develops requests for proposals for common goods and services public agencies purchase, which meet or exceed the purchasing requirements set forth by numerous local agencies, including the City of National City. Tyler Technologies participated in the competitive bid process by submitting a response to Sourcewell RFP \# 090320. Through that process, Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI, which includes products, services, and pricing the City can piggyback on to purchase the Tyler Munis ERP. The National City Municipal Code Section 2.60.260 allows the City the authority to take advantage of cooperating purchasing opportunities, when the prices have been established through a competitive bidding process that are substantially in compliance with the City's procurement procedures, such as contracts provided through Sourcewell.

If the contract for Tyler Munis Hosted ERP system is approved by City Council on April 19 ${ }^{\text {th }}$, the Tyler Technologies team will kick-off our project by July $1^{\text {st }}$. Implementation of all modules will take twelve to eighteen months.

## Fiscal Impact

The implementation and purchase of Tyler Munis will be a one-time cost not-to-exceed $\$ 367,148$ ( $\$ 350,708$ of one-time software and implementation fees $+\$ 16,440$ of potential travel expenses) and reoccurring annual license, maintenance, and support costs of $\$ 125,172$. The annual costs will remain at $\$ 125,172$ for at least the first three years of the new agreement.
$\$ 150,000$ of the one-time costs for this implementation were already appropriated in the FY22 budget and the remaining balance will be included in FY23 budget. Once Tyler Munis is fully implemented, the $\$ 125,172$ of annual costs will be mostly offset by the reduction of $\$ 95,000$ in annual license costs associated with the removal of Eden, Progressive Solutions, and OpenGov. Staff is confident the remaining $\$ 30,000$ cost difference will be offset through increased receipts from grant recovery of staff time, savings to internal IT hardware, and general Citywide workflow efficiencies.

## Tyler Munis ERP System

APRIL 19, 2022

- CALIFORNIA =



## Background

## ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

- National City has used Eden since 1998
- Limited to software functionality from 20+ years ago
- Scheduled to be sunset within next few years
- Goals for new ERP system
- User-friendly
- Consolidates information and functionality into a single system and eliminates need for external programs
- Streamlined to reduce manual data entry
- Automated workflow
- Improved reporting
- Team of professionals to implement migration to new system


## Search Process

## IDENTIFYING NEXT ERP SYSTEM

- Defined National City's needs
- Researched ERP systems designed for municipal operations
- Interviewed similarly sized public agencies in CA
- Met with potential vendors
- Watched demonstrations
- Received initial pricing


## RECOMMENDATION

- Tyler Technologies Munis Hosted ERP


## Why Tyler Munis ERP

EXISTING CLIENT COST SAVINGS

- \$217,000 of savings for license credits

IMPLEMENTATION

- Dedicated Eden to Munis implementation team to handle data migration


## CONSOLIDATES SEPARATE SYSTEMS IN ONE

- Will replace Eden, Progressive Solutions (POS), and OpenGov


## HOSTED SOLUTION

- Internal hardware and IT maintenance costs reduced by moving to cloud based solution


## RECOMMENDATION SUPPORTED BY USERS

## RECORD OF SUCCESS

- Used by seven neighboring cities in SD County


## Eden vs. Munis Home Menu

Eden (Module View)File View Customize Format Help


```
\dagger-\square Administration
\square\mp@code{Accounts Payable}
\oplus-\squareAccounts Receivable
\oplus-\squareBudget Preparation
#-[自 Contract Management
\square-\square FixedAssets
\square.-G General Ledger
\dagger-\square Human Resources
\dagger-\square Parcel Manager
\square\mp@code{Permits & Inspections}
\dagger--\square Payroll
甲-\square Project Accounting
\square\mp@code{Purchasing}
```



## Functionality Highlights

## mEETS ALL OF CITY'S GOALS

## MOST IMPACTFUL FUNCTIONALITY:

- Tyler Content Manager
- Project \& Grant Accounting Module
- Workflow capacity
- Reporting


## IMPLEMENTATION TIMELINE

- Kick-off July $1^{\text {st }}$
- 12-18 months until fully transitioned to Munis


## Purchasing \& Cost

WAIVE FORMAL BIDDING AND UTILIZE NC MUNICIPAL CODE SECTION 2.60.260, COOPERATIVE PURCHASING

- Sourcewell Contract \#090320-TTI


## PRICING

- One-time cost not to exceed $\$ 367,148$
- Annual license, maintenance, \& support $\$ 125,172$ for three years


## BUDGET

- \$150,000 one-time appropriation already in FY22 budget
- Remaining costs to be included in FY23 budget
- Annual costs directly offset by reduction of approximately $\$ 95,000$
- Annual costs indirectly offset by increased grant receipts, internal IT savings, and Citywide workflow efficiencies


## Questions

## Munis Financial Management

Integrated Applications for Powerful Performance



## A Single Solution That Improves the Way You Work

Designed specifically for the public sector, Tyler’s Munis ${ }^{\circledR}$ Financial Management suite of applications can handle every aspect of your accounting, budgeting, and procurement needs. As a core component of our advanced enterprise resource planning software, it is specifically designed to work the way you do.

Munis addresses the financial and accounting needs of the public sector with one powerful and easy-to-use solution. The fully integrated solution offers fast access to information, simplified reporting, and time-saving work flow to help local governments and school districts ensure accountability, make informed business decisions, and increase financial transparency.


## Achieve Accountability and Transparency with Munis

Financial management in the public sector has never been more complex. Organizations must justify program and service costs, adhere to complex and constantly changing standards, and adapt to an increased need for transparency - without increasing labor costs.

Munis was designed specifically to meet the demands of organizations like yours, streamlining financial management processes to provide a 360-degree view of your financial information to enable strategic decisions.

## Transform your financial management with Munis

Our applications help you easily integrate important financial data and streamline processes throughout your organization to provide tools for informed decision-making, greater efficiencies, and maximized resources.

## Benefits of Munis Financial Management

- Gain real-time insight into business processes for strategic decision making
- Improve operational efficiency, effectiveness, and responsiveness
- Create consistency of data and processes
- Minimize risk by improving financial controls
- Maximize the efficiency of business processes
- Improve compliance with local, state, and federal requirements


## Integrate Data Across Your Organization

## Munis General Ledger

The general ledger is the backbone of your organization's finances. For maximum efficiency and transparency, you need to capture transactions once in a way that is fully documented, completely traceable, and accessible to everyone within your organization and community.

The power of Munis General Ledger ${ }^{\text {TM }}$ lies in its tight integration with all other Munis modules. It provides quick online access to account information, including the ability to easily view transaction details such as purchase orders, invoices, payroll data, and cash receipts, as well as a detailed audit trail across applications.

Munis General Ledger is a comprehensive and easy-to-use journal processing system for multi-fund budgeting and accounting that meets Governmental Accounting Auditing and Financial Reporting (GAAFR) and Generally Accepted Accounting Principles (GAAP) standards. Munis General Ledger automates journal entries, capturing transactions through single entry and documenting transaction details that are completely traceable, providing valuable transparency within your organization and district.


## Tools for Today to Plan for Tomorrow

## Munis Budgeting

Access to detailed facts, figures, and data is key to making good budgeting decisions. Munis provides industry-leading tools designed to help you plan, manage, and monitor your budget-related activities throughout the year, so your community operates from a strong foundation.

Simplified financial planning and budgeting tools in Munis gives you tools to effectively check transactions against budgets, run statistical data, and link dollars to results in real time. Whether you work on an annual, biennial, or even a ten-year capital budget, our advanced - yet easy-to-use - tools help you manage both existing and projected budgets.

Managing your budget is made easy with tools for decentralizing internal departments, importing and exporting to Microsoft ${ }^{\oplus}$ Exce ${ }^{\circledR}$ for easy manipulation and analysis, and forecasting the impact of salary and benefit costs. Users across your organization and district have insight into account balances in real time, from the time a requisition is created to when the final invoice is paid. Munis allows you to see how your budget dollars flow through the encumbrance process while providing you with an accurate reflection of what's been spent and what's still available.

Munis provides a complete view of your organization's finances allowing you to streamline and simplify processes; perform budget projection, analysis, and forecasting; and increase efficiency while reducing costs and maximizing resources.


Central Budget Entry

## Streamline Operations with Powerful Simplicity



Munis MyWork mobile app

## Munis Procurement

Munis Procurement ${ }^{\text {TM }}$ provides you with an enhanced, fully integrated electronic purchasing system for managing the processes associated with requesting, reviewing, contracting, and purchasing from vendors. From requisition to purchase, Munis Financial Management streamlines the entire procurement life cycle.

Munis Procurement increases efficiencies by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensure that all of your purchasing requirements and needs are met while improving the purchasing power of your organization.

Easily communicate with vendors using Munis eProcurement ${ }^{\text {TM }}$, which integrates with vendor websites providing you the ability to shop online without leaving Munis. Plus, Munis Vendor Self Service ${ }^{\text {TM }}$ empowers your vendors by providing a place to view bids, submit required forms, review invoices, and check information. Munis delivers the right tools, functionality, and access to data to help you make the best purchasing decisions for your organization.


Vendor Central

## Maximize Efficiency with Integrated Applications

## Streamline approval processes with advanced work flow

Munis reduces data entry and increases efficiency with automated workflow and electronic approvals. This gives you complete control to select which users should be included in each level of the approval process, regardless of how many approvers are required.

## Ensure data integrity with role-based security

From purchase orders to budgeting and beyond, Munis role-based security is completely customizable, providing you with the control to determine who has access to view, edit, or delete information across your organization.

## Maximize user experience

Tyler Hub is a powerful platform that delivers the functionality, technology, and convenience of Munis - simply, easily, and in one central location. It provides convenient access to launch programs - with the added benefit of displaying role-based information. By connecting the multiple data sources used every day, Tyler Hub makes it easy to monitor key processes, quickly perform routine tasks, and eliminate time-consuming data searches.


Tyler Hub

## Simplify Data Analysis and Reporting

Munis Analytics and Reporting includes several tools that help clients improve data management, analysis, information sharing, and report delivery. Robust Microsoft Office ${ }^{\circledR}$ integration provides seamless data exports to Excel for further analysis.

Support for industry-leading business intelligence and ad hoc reporting tools offer even further flexibility and customization while still using existing application permissions. Munis database cubes, built on Microsoft SQL Server Analysis Services, allow you to make better business decisions by easily viewing comparisons and trends with Microsoft Excel PivotTable and PivotChart reports. Using SQL Server Reporting Services, you can create and manage complex, interactive reports and deliver them in a range of formats. Additionally, Tyler employs a dedicated Munis state reporting team responsible for ensuring you maintain compliance with state and federal reporting mandates.

## Save time with Tyler CAFR Statement Builder

Tyler CAFR Statement Builder ${ }^{\text {rw }}$ saves you time by streamlining the process of creating GAAFR statements and storing your preferences so you can use them year after year. This easy-to-use tool helps you produce a full range of statements and supporting schedules that you may have previously relied on your auditors to create. The process of creating statements is streamlined to a few simple steps, including importing data, entering adjustments, and assigning accounts to account groups, which saves you time. Tyler CAFR Statement Builder wizard is embedded with GASB rules and walks you through every step in the process while leaving an audit trail. With your statements in place, outside auditors can focus their time on performing true audit functions.


Tyler CAFR Statement Builder

## Solutions to Deliver Greater Transparency

At Tyler, we understand that you're busy. That's why we've created tools to simplify your most critical processes. From reporting to revenue collection and communicating with your community, our tools are designed to provide you with more intelligence and increased transparency so you can spend less time running reports and more time improving your community.

## Communicate easily with citizens and vendors

Getting data to internal resources is simple, but what about communicating with vendors and citizens? Munis self-service applications allow citizens and vendors to easily access their accounts online, and Socrata Open Finance ${ }^{\text {Tw }}$ integrates with Munis Financial Management to show your community how tax dollars are being spent through easy-to-digest charts and graphs.

## Automate content management

Tyler Content Manager ${ }^{\text {rm }}$ (TCM) automates document handling across your organization — from batch scanning, indexing, and storage to immediate document retrieval. TCM automatically links purchase orders, forms, and other documents to reduce clerical work and guarantees your supporting documentation is accessible when you need it. TCM reduces your paper usage, file storage space, printing, and postage costs for significant savings.

## Gain effective revenue collection with Tyler Cashiering

Manage your organization's revenue collection from multiple locations and collection points with Tyler Cashiering ${ }^{\text {™ }}$. Designed to streamline revenue collections, Tyler Cashiering integrates with Munis to centralize the collection process and provide exceptional access to cross-system collection tools with a versatile, easy-to-navigate interface.


Socrata Open Finance

# Integrated Financial Software Solutions for the Public Sector 

Financial Management<br>General Ledger<br>Budgeting<br>Accounts Payable<br>Accounts Receivable<br>Project and Grant Accounting<br>Cash Management<br>Capital Assets<br>Inventory<br>General Billing<br>Accounts Payable<br>Asset Maintenance<br>Asset Performance<br>Tyler Cashiering<br>Tyler CAFR Statement Builder<br>\section*{Procurement Management}<br>Requisitions<br>Purchase Orders<br>Contract Management<br>Bid Management<br>eProcurement<br>Vendor Self Service

Productivity Tools
Tyler Content Manager
ReadyForms
Reporting and Analytics
Socrata Open Finance

## Why Tyler?

Tyler Technologies is committed to the public sector. We develop software and support solutions that meet the specific requirements of local governments, municipalities, and schools - and have been doing so since 1979. Our staff implements more than 100 new Munis sites each year, providing client training, developing new features, and providing technical support. By serving thousands of clients nationwide, we are able to see common issues, help identify best practices, and develop innovative solutions for our clients.

## Tyler's Evergreen Promise



Tyler is committed to providing clients with the tools they need today and into the future. We have dozens of clients who have used Munis for more than 30 years and we expect that they will be with us for decades to come. Why? Because we are committed to their changing needs. Every year we release new feature upgrades with no relicensing fees for clients with an annual maintenance contract. We call this our evergreen philosophy. And to help clients stay current with updates we have the Tyler EverGuide ${ }^{\circledR}$ support initiative, which provides training resources to ensure that you never lag behind. Tyler is committed to helping you maximize your Munis solution today and for years to come.

## About Tyler Technologies, Inc.

Tyler Technologies (NYSE: TYL) is a leading provider of end-toend information management solutions and services for local governments. Tyler partners with clients to empower the public sector - cities, counties, schools and other government entities - to become more efficient, more accessible and more responsive to the needs of their constituents. Tyler's client base includes more than 15,000 local government offices in all 50 states, Canada, the Caribbean, Australia, and other international locations. In 2017, Forbes ranked Tyler on its "Most Innovative Growth Companies" list, and Fortune included Tyler on its "100 Fastest-Growing Companies" list. More information about Tyler Technologies, headquartered in Plano, Texas, can be found at www.tylertech.com.
800.431.5776 | info@tylertech.com | tylertech.com

## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service "Saas" Agreement is made between Tyler Technologies, Inc. and Client.
WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 17730.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP \#090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperativepurchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Enterprise ERP software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

## SECTION A - DEFINITIONS

- "Agreement" means this Software as a Service Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means the City of National City, California.
- "Data" means your data necessary to utilize the Tyler Software.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- "Defined Users" means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A
contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date by which both your and our authorized representatives have signed the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit A.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "Order Form" means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- "SaaS Services" means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- "SLA" means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- "Statement of Work" means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- "Support Call Process" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party SaaS Services" means software as a service provided by a third party, if any, identified in the Investment Summary.
- "Third Party Services" means the third party services, if any, identified in the Investment Summary.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or
indicated at Exhibit D.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler Software" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.


## SECTION B - SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section $\mathrm{B}(4)$. We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the License Fees and SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section $\mathrm{H}(1)$. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or

Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.
6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 1 hour and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule
and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
6.7 We provide secure Data transmission paths between each of your workstations and our servers.
6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/aboutus/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C - PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary, and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us
on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
9.2 provide support during our established support hours;
9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree
to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our thencurrent Support Call Process, except in the circumstance of data service failure and disaster recovery plan in conformity with Section $B(6.3)$. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

## SECTION D - THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
3.1 We are authorized by each Developer to grant access to the Third Party Software.
3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F - TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
1.2 Our obligations under this Section $\mathrm{G}(1)$ will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses,
liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO (2) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, TWO (2) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILTY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $\$ 1,000,000$; (b) Automobile Liability of at least $\$ 1,000,000$; (c) Professional Liability of at least $\$ 1,000,000$; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $\$ 5,000,000$. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H - GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list
price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. Subcontractors shall comply with the Nondiscrimination provision set out in $\mathrm{H}(5)$.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. "Business days" are defined as the weekdays of Monday through Thursday and do not include Fridays, Saturdays, Sundays, City Holidays, or City Furlough, which are days when the City administration offices and City Hall are closed.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us. In response, we will acquire the necessary paperwork and timely obtain such license. You agree to reasonably work with us if we ask for assistance in acquiring any necessary paperwork and/or contact information.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
\(\left.$$
\begin{array}{ll}\text { Exhibit A } & \begin{array}{l}\text { Investment Summary } \\
\text { Invoicing and Payment Policy } \\
\text { Exhibit B }\end{array}
$$ <br>

Echedule 1: Business Travel Policy\end{array}\right\}\)| Service Level Agreement |
| :--- |
| Exhibit C |
| Exhibit D |
|  |
| Exhibit E |
| Third Party Terms |
| Schedule 1: Hyperlinked Terms |
| Schedule 2: DocOrigin Terms |

[SIGNATURE PAGE FOLLOWS; REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

## CITY OF NATIONAL CITY

(Corporation - signatures of two corporate officers required)

By:


Robert Kennedy-Jensen
(Print)

Group General Counsel (Title)

April 12, 2022
(Date)
$\mathrm{By}: \frac{\text { Andrea Fravert }}{\text { (Name) }}$
(Name)

Andrea Fravert
(Print)

Group General Counsel
(Title)

April 12, 2022
(Date)

By: $\qquad$

Date: $\qquad$

## APPROVED AS TO FORM:

By: $\qquad$
Jennifer K. Gilman
Assistant City Attorney

Date: $\qquad$

## Migration Terms Addendum

Notwithstanding anything to the contrary in this Agreement, the following terms apply:

1. Migration Modules. The Tyler Eden software being replaced by the Tyler Software listed in the Investment Summary of this Agreement are as follows:
a. Accounts Receivable
b. Budget Preparation
c. Cash Register Interface
d. Data Dictionaries
e. General Ledger/Accounts Payable
f. Human Resources
g. Project Accounting
h. Purchasing
i. Payroll/Position Control
j. Requisitions
k. Advanced Budgeting
I. Contract Management
m. Human Resources Web
2. License/Use Rights Restricted Upon Migration. When Tyler makes Tyler Software listed in the Investment Summary (the "Evergreen Modules") of this Agreement available to the Client for use in live production, the license and/or right to use the Tyler software listed above (hereafter, "Migration Modules") will be restricted to read-only access, and Tyler's maintenance, support, and/or update obligations for such software terminates.
3. Support of Migration Modules. Provided Client's timely payment of annual maintenance and support fees (as well as hosted fees or SaaS fees, if and as applicable) for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.
4. Credit for Prepaid Maintenance and Support Fees and SaaS Fees for Migration Modules. Client will receive a credit for the maintenance and support fees, if any, prepaid for the Migration Modules for the time period commencing when Client begins paying maintenance and support fees (and SaaS fees, if and as applicable) for the Tyler Evergreen Modules.

## Exhibit A <br> Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

| Quoted By: | Jason Cloutier |
| :--- | ---: |
| Quote Expiration: | $06 / 04 / 22$ |
| Quote Name: | City of National City-ERP-Munis |
|  | 2022 |
| Quote Description: | Munis Tyler Hosted (Updated |
|  | 4.11 .22 ) |
| Saas Term | 3.00 |

## Sales Quotation For:

City of National City
1243 National City Blvd
National City CA 91950-4397
Phone: +1 (619) 336-4200

## Tyler Software and Related Services

| Description | Qty | License | Hours | Module Total | Year One Maintenance |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Financial Management |  |  |  |  |  |
| Accounting | 1 | \$ 64,947.00 | 136 | \$ 0.00 | \$ 0.00 |
| Accounts Payable | 1 | \$ 17,572.00 | 40 | \$ 0.00 | \$ 0.00 |
| Budgeting | 1 | \$ 17,572.00 | 56 | \$ 0.00 | \$ 0.00 |
| Capital Assets | 1 | \$ 14,535.00 | 48 | \$ 0.00 | \$ 0.00 |
| Cash Management | 1 | \$ 11,881.00 | 40 | \$ 11,881.00 | \$ 0.00 |
| Contract Management | 1 | \$7,089.00 | 32 | \$ 0.00 | \$ 0.00 |
| eProcurement | 1 | \$ 11,618.00 | 32 | \$ 11,618.00 | \$ 0.00 |
| Project \& Grant Accounting | 1 | \$ 12,067.00 | 48 | \$ 0.00 | \$ 0.00 |
| Purchasing | 1 | \$ 26,492.00 | 112 | \$ 0.00 | \$ 0.00 |
| Human Resources Management |  |  |  |  |  |
| Human Resources \& Talent Management | 1 | \$ 13,162.00 | 88 | \$ 0.00 | \$ 0.00 |
| Payroll w/ESS | 1 | \$ 16,263.00 | 168 | \$ 0.00 | \$ 0.00 |
| Revenue Management |  |  |  |  |  |
| Accounts Receivable | 1 | \$ 12,968.00 | 88 | \$ 0.00 | \$ 0.00 |
| Animal License | 1 | \$ 5,894.00 | 24 | \$ 5,894.00 | \$ 0.00 |
| Cashiering | 1 | \$ 24,507.00 | 48 | \$ 18,380.00 | \$ 0.00 |
| 2021-294777-N8Y9H6 | DEN |  |  |  | Page 1 |


| General Billing | 1 | \$8,285.00 | 40 | \$ 0.00 | \$ 0.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Content Management |  |  |  |  |  |
| Content Manager Core | 1 | \$ 23,797.00 | 48 | \$ 23,797.00 | \$ 0.00 |
| Additional |  |  |  |  |  |
| Enterprise Forms Processing (including Common Form Set) | 1 | \$ 12,312.00 | 0 | \$ 12,312.00 | \$ 0.00 |
|  |  | \$ |  |  |  |
|  |  | 300,961.00 |  | \$ 83,882.00 | \$ 0.00 |
|  |  | S |  |  |  |
|  |  | 217,079.00 |  |  | \$ 0.00 |
|  |  | \$ 83,882.00 | 1048 | \$ 83,882.00 | \$ 0.00 |

Tyler SaaS and Related Services

| Description |  | Qty | Imp. Hours | Annual Fee |
| :---: | :---: | :---: | :---: | :---: |
| Financial Management |  |  |  |  |
| Accounting |  | 1 | 0 | \$ 23,380.00 |
| Accounts Payable |  | 1 | 0 | \$ 6,325.00 |
| Budgeting |  | 1 | 0 | \$ 6,325.00 |
| Capital Assets |  | 1 | 0 | \$ 5,232.00 |
| Cash Management |  | 1 | 0 | \$ 4,277.00 |
| Contract Management |  | 1 | 0 | \$ 2,552.00 |
| eProcurement |  | 1 | 0 | \$ 4,182.00 |
| Project \& Grant Accounting |  | 1 | 0 | \$ 4,344.00 |
| Purchasing |  | 1 | 0 | \$ 9,537.00 |
| Human Resources Management |  |  |  |  |
| Human Resources \& Talent Management |  | 1 | 0 | \$ 4,738.00 |
| Payroll w/ESS |  | 1 | 0 | \$ 5,854.00 |
| Revenue Management |  |  |  |  |
| Accounts Receivable |  | 1 | 0 | \$ 4,668.00 |
| Animal License |  | 1 | 0 | \$ 2,121.00 |
| Cashiering |  | 1 | 0 | \$ 4,595.00 |
| General Billing |  | 1 | 0 | \$ 2,982.00 |
| 2021-294777-N8Y9H6 | CONFIDENTIAL |  |  | Page 2 |


| Content Management |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Content Manager Core |  | 1 | 0 | \$8,566.00 |
| Data Insights |  |  |  |  |
| Enterprise Analytics and Reporting w Executive Insights |  | 1 | 0 | \$ 11,062.00 |
| Open Finance |  | 1 | 0 | \$ 10,000.00 |
| Additional |  |  |  |  |
| Enterprise Forms Processing (including Common Form Set) |  | 1 | 0 | \$ 4,432.00 |
|  | TOTAL |  | 0 | \$ 125,172.00 |

Professional Services


| Summary | One Time Fees | Recurring Fees |
| :--- | ---: | ---: |
| Total Tyler Software | $\$ 83,882.00$ | $\$ 0.00$ |
| Total Annual | $\$ 0.00$ | $\$ 125,172.00$ |
| Total Tyler Services | $\$ 256,450.00$ | $\$ 0.00$ |
| Total Third-Party Hardware, Software, Services | $\$ 10,376.00$ | $\$ 0.00$ |
| Summary Total | $\$ 350,708.00$ | $\$ 125,172.00$ |
| Contract Total | $\$ 726,224.00$ |  |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: $\qquad$ Date:

Print Name:
P.O.\#: $\qquad$ -

All Primary values quoted in US Dollars

## Detailed Breakdown of Conversions (Included in Summary Total)

| Description | Qty | Unit Price | Unit Discount | Extended Price |
| :--- | :--- | :--- | :--- | :--- |
| Accounting |  |  |  |  |
| AC - Actuals up to 3 years | 1 | $\$ 1,500.00$ | $\$ 750.00$ | $\$ 750.00$ |
| AC - Budgets up to 3 years | 1 | $\$ 1,500.00$ | $\$ 750.00$ | $\$ 750.00$ |
| AC Standard COA | 1 | $\$ 2,000.00$ | $\$ 1,000.00$ | $\$ 1,000.00$ |
| Accounts Payable |  |  | $\$ 2,600.00$ | $\$ 1,300.00$ |
| AP - Checks up to 5 years | 1 | $\$ 1,300.00$ |  |  |
| AP - Invoice up to 5 years | 1 | $\$ 3,400.00$ | $\$ 1,700.00$ | $\$ 1,700.00$ |
| AP Standard Master | 1 | $\$ 1,600.00$ | $\$ 800.00$ | $\$ 800.00$ |
|  |  |  |  | Page 4 |


| Contract Management |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Contracts | 1 | \$4,000.00 | \$ 2,000.00 | \$ 2,000.00 |
| General Billing |  |  |  |  |
| GB - Bills up to 5 years | 1 | \$ 4,000.00 | \$ 2,000.00 | \$ 2,000.00 |
| GB - Recurring Invoices | 1 | \$ 2,700.00 | \$ 1,350.00 | \$ 1,350.00 |
| GB Std CID | 1 | \$ 1,500.00 | \$750.00 | \$ 750.00 |
| Payroll |  |  |  |  |
| HR Human Resources - PM Action History up to 5 years | 1 | \$ 1,400.00 | \$ 700.00 | \$ 700.00 |
| HR Human Resources - Position Control | 1 | \$ 1,400.00 | \$ 700.00 | \$ 700.00 |
| PR Payroll - Accrual Balances | 1 | \$ 1,500.00 | \$ 750.00 | \$ 750.00 |
| PR Payroll - Accumulators up to 5 years | 1 | \$ 1,400.00 | \$ 700.00 | \$ 700.00 |
| PR Payroll - Check History up to 5 years | 1 | \$ 1,200.00 | \$ 600.00 | \$ 600.00 |
| PR Payroll - Deductions | 1 | \$ 1,800.00 | \$ 900.00 | \$ 900.00 |
| PR Payroll - Earning/Deduction Hist up to 5 years | 1 | \$ 2,500.00 | \$ 1,250.00 | \$ 1,250.00 |
| PR Payroll - Standard | 1 | \$ 2,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| PR Payroll - State Retirement Tables | 1 | \$ 1,400.00 | \$ 700.00 | \$ 700.00 |
| Project \& Grant Accounting |  |  |  |  |
| PG - Actuals up to 3 years | 1 | \$ 1,500.00 | \$ 750.00 | \$ 750.00 |
| PG - Budgets up to 3 years | 1 | \$ 1,500.00 | \$ 750.00 | \$ 750.00 |
| PGA Standard | 1 | \$ 2,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| Purchasing |  |  |  |  |
| Purchasing - Standard | 1 | \$ 2,700.00 | \$ 1,350.00 | \$ 1,350.00 |
|  |  |  |  | \$ 23,550.00 |

Tyler Software Discount Detail (Excludes Optional Products)

| Description | License | Liense Discount | License Net | Maintenance Basis | Year One Maint Discount | Year One Maint Net |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Financial Management |  |  |  |  |  |  |
| Accounting | \$ 64,947.00 | \$ 64,947.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Accounts Payable | \$ 17,572.00 | \$ 17,572.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Budgeting | \$ 17,572.00 | \$ 17,572.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Capital Assets | \$ 14,535.00 | \$ 14,535.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Cash Management | \$ 11,881.00 | \$ 0.00 | \$ 11,881.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Contract Management | \$ 7,089.00 | \$ 7,089.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| eProcurement | \$ 11,618.00 | \$ 0.00 | \$ 11,618.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Project \& Grant Accounting | \$ 12,067.00 | \$ 12,067.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Purchasing | \$ 26,492.00 | \$ 26,492.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Human Resources Management |  |  |  |  |  |  |
| Human Resources \& Talent Management | \$ 13,162.00 | \$ 13,162.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Payroll w/ESS | \$ 16,263.00 | \$ 16,263.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Revenue Management |  |  |  |  |  |  |
| Accounts Receivable | \$ 12,968.00 | \$ 12,968.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Animal License | \$ 5,894.00 | \$ 0.00 | \$ 5,894.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Cashiering | \$ 24,507.00 | \$ 6,127.00 | \$ 18,380.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| General Billing | \$8,285.00 | \$8,285.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Content Management |  |  |  |  |  |  |
| Content Manager Core | \$ 23,797.00 | \$ 0.00 | \$ 23,797.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Additional |  |  |  |  |  |  |
| Enterprise Forms Processing (including Common Form Set) | \$ 12,312.00 | \$ 0.00 | \$ 12,312.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| TOTAL | \$ 300,961.00 | \$ 217,079.00 | \$ 83,882.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

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## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70\% Client and 30\% Tyler.
Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-theTrainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com ${ }^{\text {Co initiate the }}$ trial.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for products that are not named users are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Your rights, and the rights of any of your end users, to use Tyler's Data \& Insights SaaS Services, or certain Tyler solutions which include Tyler's Data \& Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Tyler Secure Signature System includes digitizing two signatures, additional charges will apply for additional signatures.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. License Fees: License fees are invoiced $100 \%$ on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date").
3. Other Tyler Software and Services.
3.1 VPN Device: The fee for the VPN device will be invoiced upon installation of the VPN.
3.2 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
3.3 Consulting Services: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50\% upon your acceptance of the Best Practice Recommendations, by module, and 50\% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
3.4 Conversions: Fixed-fee conversions are invoiced 50\% upon initial delivery of the converted Data, by conversion option, and 50\% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
3.5 Requested Modifications to the Tyler Software: Requested modifications to the Tyler Software are invoiced 50\% upon delivery of specifications and 50\% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (20) business days of delivery; otherwise, the modification will be
deemed to be in compliance with the specifications after the 30 -day window has passed. You may still report Defects to us as set forth in this Agreement. "Business days" are defined as the weekdays of Monday through Thursday and do not include Fridays, Saturdays, Sundays, City Holidays, or City Furlough, which are days when the City administration offices and City Hall are closed.
3.6 Other Fixed Price Services: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.
4. Third Party Products.
3.1 Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
3.2 Third Party Software Maintenance: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
3.3 Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
3.4 Third Party Services: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
3.5 Third Party SaaS: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first three (3) years of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
5. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule $A$ and may be increased by Tyler upon notice of no less than thirty (30) days.
6. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a $10 \%$ travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

# Exhibit B <br> Schedule 1 Business Travel Policy 

## 1. Air Travel

## A. Reservations \& Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $\$ 100$ (each way) of the lowest logical fare. If a net savings of $\$ 200$ or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

## B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.
2. Ground Transportation

## A. Private Automobile

Mileage Allowance - Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

## B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

## C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18\%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

## D. Parking \& Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.
"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.
4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

## A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon
Lunch and dinner
Depart after 12:00 noon
Dinner

Return Day

Return before 12:00 noon
Return between 12:00 noon \& 7:00 p.m.
Return after 7:00 p.m.*

Breakfast
Breakfast and lunch
Breakfast, lunch and dinner
*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.
The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

| Breakfast | $15 \%$ |
| :--- | :--- |
| Lunch | $25 \%$ |
| Dinner | $60 \%$ |

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*
*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.
5. Internet Access - Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $\$ 10.00$ per day. Charges for internet access at airports are not reimbursable.
6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health \& Human Services for travel to specific countries, is reimbursable.

Section 4, Meals \& Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C Service Level Agreement

## I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.
II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability - Downtime) $\div$ Service Availability.
Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.
Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.
Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

## III. Service Availability

## a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

## b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

## c. Client Relief

Our targeted Attainment Goal is $100 \%$. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

| Client Relief Schedule |  |
| :---: | :---: |
| Actual Attainment | Client Relief |
| $99.99 \%-99.50 \%$ | Remedial action will be taken |
| $99.49 \%-98.50 \%$ | $2 \%$ |
| $98.49 \%-97.50 \%$ | $4 \%$ |
| $97.49 \%-96.50 \%$ | $6 \%$ |
| $96.49 \%-95.50 \%$ | $8 \%$ |
| Below $95.50 \%$ | $10 \%$ |

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.


## IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

## Exhibit C

Schedule 1
Support Call Process

## Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:
(1) On-line submission (portal) - for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configurationbased questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email - for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone - for urgent or complex questions, users receive toll-free, telephone software support.

* Channel availability may be limited for certain applications.


## Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website - $\underline{w w w . t y l e r t e c h . c o m ~-~ f o r ~ a c c e s s i n g ~ c l i e n t ~ t o o l s, ~ d o c u m e n t a t i o n, ~ a n d ~ o t h e r ~}$ information including support contact information.
(2) Tyler Search - a knowledge-based search engine that lets you search multiple sources simultaneously to find the answers you need, $24 \times 7$.
(3) Tyler Community - provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University - online training courses on Tyler products.

## Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

| New Year's Day | Thanksgiving Day |
| :--- | :--- |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day |  |

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of
such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

## Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

## Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority <br> Level | Characteristics of Support Incident | Resolution Targets* |
| :---: | :--- | :--- |


| Priority Level | Characteristics of Support Incident | Resolution Targets* |
| :---: | :---: | :---: |
| $\begin{gathered} 2 \\ \text { High } \end{gathered}$ | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database. |
| $3$ <br> Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4 <br> Noncritical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

## Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

## Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

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## Exhibit D

Schedule 1

## Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

## Exhibit D

Schedule 2
DocOrigin Terms

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8.1 No Waiver. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
8.2 Severability. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
8.3 Assignment. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
8.4 Governing Law and Venue if You are located in the USA. This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
8.6 Entire Agreement. This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.

## National City, CA

SOW from Tyler Technologies, Inc.

## 4/7/2022

Presented to:
The City of National City
1243 National City Blvd
National City, CA 91950-4397

Contact:
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## Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, roles and responsibilities, and project scope listed in the Investment Summary of the Agreement (collectively the "Project") between Tyler and the City of National City ("City").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals


### 1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.

## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model


The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

## Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate \& Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships


## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.


A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work. "Business days" are defined as the weekdays of Monday through Thursday and do not include Fridays, Saturdays, Sundays, City Holidays, or City Furlough, which are days when the City administration offices and City Hall are closed.

## Change Request Process

| NEED | SCOPE | DETAILS | REQUEST | CHANGES | SCHEDULE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| CLIENTIDENTIFIES NEED/ DESIRE FOR CHANGE | $\begin{aligned} & \text { TYLER ASSESSES/ } \\ & \text { DEEERMINES SUT } \\ & \text { OF SCOPE } \end{aligned}$ | CLIENT DETAALS NEED IN CHANGE REQUEST FORM | If TYIER AGREES WITH THE REQUEST - | CLIENT AUTHORIZES OR DECLINES THE CHANGE | SCheduled adjusted TO ACCOMMODATE THE CHANGE IF NECESSARY |
|  |  |  | II Tyler Agrees with Request, Estimate provided to cllent, otherwise reason for denlal provided |  | Including addition of new tasks that result from the change |

## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project-level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- "Business days" are defined as the weekdays of Monday through Thursday and do not include Fridays, Saturdays, Sundays, City Holidays, or City Furlough, which are days when the City administration offices and City Hall are closed.


## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles \& Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City 's executive sponsor.


### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.


### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:


### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.


### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve ontime implementation.


### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.


### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.


### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.


### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate \& Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.


### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.


### 5.2 City Roles \& Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Makes recommendations regarding the Project to the City Council when this item is brought forward for approval to the City Council, or when members of the administration or City Council request direction from Staff.
- Authorizes required project resources.
- Actively participates in organizational change communications.


### 5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Makes recommendations to the City Executive Sponsor to approve or deny changes impacting the following areas:
- Cost
- Scope
- Schedule
- Project Goals
- City Policies
- Needs of other client projects


### 5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and
efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.


### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.


### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.


### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.


### 5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current \& Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current \& Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
- Task completion
- Stakeholder Meeting
- Project Management Plan development
- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation


### 5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current \& Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.


### 5.2.6 City End Users

- Attend all scheduled training sessions relevant to their job duties.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.


### 5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.


### 5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.


### 5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.


## Part 3: Project Plan

## 6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the City.

## Work Breakdown Structure (WBS)


*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

### 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

## Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

| STAGE 1 | Initial Coordination |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  | $\begin{aligned} & \stackrel{n}{t} \\ & \stackrel{0}{0} \\ & \stackrel{\rightharpoonup}{x} \\ & \stackrel{0}{\tilde{0}} \\ & 0 \end{aligned}$ |  |  | $\begin{aligned} & \stackrel{u}{u} \\ & \stackrel{y}{u} \\ & \text { N } \\ & \stackrel{\tilde{U}}{\bar{U}} \end{aligned}$ |  |  |  | $\begin{aligned} & \stackrel{n}{0} \\ & \stackrel{0}{0} \\ & \stackrel{1}{0} \\ & \stackrel{D}{U} \\ & \stackrel{U}{U} \end{aligned}$ |  |  |  |  |  |
| Tyler project team is assigned | A | R | c | 1 | 1 | 1 | । |  | 1 |  | I |  |  |  |  |  |  |
| City project team is assigned |  |  |  |  |  |  |  |  | A | 1 | R | 1 | 1 | I |  |  |  |
| Provide initial project documents to the City |  | A | R | C |  |  | C |  | । |  | 1 |  |  |  |  |  |  |
| Gather preliminary information requested |  |  | 1 |  |  |  |  |  | A |  | R | C |  | C |  | C | C |
| Sales to implementation knowledge transfer |  | A | R | 1 | 1 | 1 | 1 |  |  |  | 1 |  |  |  |  |  |  |
| Create Project Portal to store project artifacts and facilitate communication |  | A | R |  |  |  |  |  |  |  | 1 |  |  |  |  |  |  |


| Inputs | Contract documents |
| :--- | :--- |
|  | Statement of Work |
|  |  |
| Outputs/Deliverables | Completed initial project documents |
|  | Project portal |

## Work package assumptions:

- Project activities begin after the agreement has been fully executed.


### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

| STAGE 1 | Project/Phase Planning |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  | $$ |  |  |  |  | $\begin{aligned} & \tilde{U} \\ & \underset{\sim}{u} \\ & \sim \\ & \tilde{U} \\ & \frac{N}{U} \\ & \hline \end{aligned}$ |  |  | $\begin{aligned} & \bar{む} \\ & 00 \\ & 0 \\ & \stackrel{0}{0} \\ & \sum_{0}^{0} \\ & \dot{U} \\ & \vdots 0 \\ & 0 \end{aligned}$ |  |  |  |  |  |  |
| Schedule and conduct planning session(s) |  | A | R |  |  |  |  |  | । |  | C | C | 1 |  |  |  |  |



| Inputs | Contract documents |
| :--- | :--- |
|  | Statement of Work |
|  | Guide to Starting Your Project |


| Outputs / Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | Project Management Plan | Delivery of document |
|  | Project Operational Plan | Delivery of document |
|  | Initial Project Schedule | City provides acceptance of schedule based <br> on resource availability, project budget, and <br> goals. |

## Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.


### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

## Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

| STAGE 1 | Infrastructure Planning |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> R = Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  | $\begin{aligned} & \tilde{4} \\ & \stackrel{0}{0} \\ & \underset{\sim}{x} \\ & \tilde{0} \\ & 0 \\ & \hline 0 \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  |
| Provide Infrastructure Requirements and Design Document |  | A | R |  | C |  | C |  |  |  | । |  |  |  |  |  | । |
| Initial Infrastructure Meeting |  | A | R |  | C |  | C |  |  |  | C |  |  |  |  |  | C |


| *Schedule SaaS <br> Environment Availability |  | A | R |  |  |  | C |  |  |  | I |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| *Schedule Hardware to <br> be Available for |  |  | I |  |  |  | I |  | A |  | R |  |  |  |  |  | C |
| Installation |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |$\quad$| Schedule Installation of |
| :--- |
| All Licensed Software |$\quad$ A


| Inputs | 1. Initial Infrastructure Requirements and Design Document |  |  |
| :--- | :--- | :--- | :---: |
| Outputs / <br> Deliverables  Acceptance Criteria [only] for Deliverables <br>  1. Completed Infrastructure Requirements <br> and Design Document Delivery of Document <br>  2. Infrastructure Audit System Passes Audit Criteria |  |  |  | 

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

## Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1 | Stakeholder Meeting |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> R = Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  | $\begin{aligned} & \tilde{4} \\ & \stackrel{t}{0} \\ & \stackrel{\sim}{x} \\ & \tilde{0} \\ & 0 \\ & 0 \end{aligned}$ |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \stackrel{n}{2} \\ & \stackrel{3}{0} \\ & \underset{\sim}{\underset{W}{2}} \end{aligned}$ |  |
| Create Stakeholder Meeting Presentation | 1 | A | R | 1 | 1 |  |  |  | । | 1 | C |  | । |  |  |  |  |
| Review Stakeholder Meeting Presentation |  | I | C |  |  |  |  |  | A |  | R |  | C |  |  |  |  |
| Perform Stakeholder Meeting Presentation | I | A | R | 1 | 1 |  |  |  | I | 1 | C | 1 | 1 | I | I | 1 | 1 |


| Inputs | Agreement |
| :--- | :--- |
|  | SOW |
|  | Project Management Plan |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | Stakeholder Meeting Presentation |  |

Work package assumptions:

- None


### 6.1.5 Intentionally left blank.

### 6.1.6 Control Point 1: Initiate \& Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.
Note: Advancement to the Assess \& Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate \& Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate \& Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete


### 6.2 Assess \& Define

The Assess \& Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

| STAGE 2 | Solution Orientation |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  |  |  |  |  |  |  |  |  |  | Subject Matter Experts (Power |  |  |  |
| Provide pre-requisites |  |  | A | R |  |  |  |  |  |  | 1 | 1 |  | । | 1 |  | 1 |
| Complete pre-requisites |  |  |  |  |  |  |  |  |  |  | A | R |  | C |  |  | C |
| Conduct orientation |  |  | A | R |  |  |  |  |  |  | I | I |  | I | I |  | I |


| Inputs | Solution orientation materials |
| :--- | :--- |
|  | Training Plan |

### 6.2.2 Current \& Future State Analysis

The Current \& Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

## STAGE 2

## Current \& Future State Analysis

|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  | $$ |  | $\begin{aligned} & \tilde{t} \\ & \stackrel{t}{U} \\ & \frac{0}{x} \\ & \ddot{\sim} \\ & \pi \\ & 0 \\ & \hline 0 \end{aligned}$ |  |  | $\begin{aligned} & \tilde{U} \\ & \stackrel{U}{\lambda} \\ & \sim \\ & \sim \\ & \vdots \\ & \frac{ \pm}{U} \end{aligned}$ |  |  |  |  | Change Management Leads |  |  | $\begin{aligned} & \stackrel{n}{む} \\ & \stackrel{\sim}{\sim} \\ & \stackrel{0}{5} \\ & \hline \end{aligned}$ |  |
| Current State process review |  |  | A | R | I | । | I |  |  |  | C | C | C | C |  |  | C |
| Discuss future-state options |  |  | A | R | C | C | C |  |  |  | C | C | C | C |  |  | C |
| Make future-state decisions (non-COTS) |  |  | C | C | C | C | C |  |  |  | A | R | 1 | C |  |  | C |
| Document anticipated configuration options required to support future state |  |  | A | R | C | C | C |  |  |  | I | 1 | I | 1 |  |  | 1 |


| Inputs | City current state documentation |  |
| :--- | :--- | :--- |
|  | Solution Orientation completion |  |
| Outputs / <br> Deliverables Acceptance Criteria [only] for Deliverables Documentation that describes future-state <br> decisions and configuration options to support <br> future-state decisions. | Delivery of document |  |

## Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.


### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

## Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- If source data is a Tyler legacy system, Tyler will perform the data mappings. If source data is from a third-party, client is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2 | Data Conversion Assessment |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $\mathrm{R}=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  |  |  |  | $$ |  |  |  |  |  | Subject Matter Experts (Power |  |  |  |
| Extract Data from Source Systems |  |  | 1 |  | C |  |  |  |  |  | A |  |  |  |  |  | R |
| Review and Scrub Source Data |  |  | 1 | 1 | 1 |  |  |  |  |  | A | R |  | C |  |  | I |
| Build/Update Data Conversion Plan |  |  | R | C | C |  |  |  |  |  | C | I | 1 | 1 |  |  | I |


| Inputs | City Source data |
| :--- | :--- |
|  | City Source data Documentation (if available) |

Outputs /
Deliverables

|  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- |
| Data Conversion Plan built/updated | City Acceptance of Data Conversion Plan, if <br> Applicable |

## Work package assumptions:

- If the source data is from a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Munis conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format. Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.


### 6.2.4 Intentionally left blank.

### 6.2.5 Intentionally left blank.

### 6.2.6 Control Point 2: Assess \& Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

## Assess \& Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess \& Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.


### 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate \& Plan and Assess \& Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

## Objectives:

- All licensed software is installed and operational.
- The City can access the software.

| STAGE 3 | Initial System Deployment (Hosted/SaaS)* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \stackrel{n}{2} \\ & \stackrel{\sim}{\sim} \\ & \underset{\sim}{\sim} \\ & \hline \end{aligned}$ |  |
| Prepare hosted environment |  |  | A |  |  |  | R |  |  |  | । |  |  |  |  |  | C |
| Install Licensed <br> Software with <br> Initial Database on <br> Server(s) for <br> Included <br> Environments |  |  | A |  |  |  | R |  |  |  | I |  |  |  |  |  | C |


| Install Licensed <br> Software on City <br> Devices (if <br> applicable) |  |  | I |  |  |  |  | C |  |  |  |  | A |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Tyler System <br> Administration <br> Training (if <br> applicable) |  |  | A |  |  |  | R |  |  |  | 1 |  |  |  |  |  |  |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | Licensed Software is Installed on the Server(s) | Software is accessible |
|  | Licensed Software is Installed on City Devices <br> (if applicable) | Software is accessible |
|  | Installation Checklist/System Document | System Passes |
|  | Infrastructure Design Document (C\&J - If <br> Applicable) |  |

## Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.


### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.
Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

## Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

| STAGE 3 | Configuration | City |  |
| :--- | :--- | :--- | :---: |
|  | Tyler |  |  |


| RACI MATRIX KEY: <br> R = Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  | $n$ $\stackrel{\pi}{U}$ $\frac{0}{x}$ $\underset{\sim}{x}$ $\tilde{0}$ 0 |  |  |  |  |  |  |  |  | Subject Matter Experts (Power |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conduct configuration training |  |  | A | R |  |  |  |  |  |  | 1 | C |  | C |  |  |  |
| Complete Tyler configuration tasks (where applicable) |  |  | A | R |  |  |  |  |  |  | I | 1 |  | I |  |  |  |
| Complete City configuration tasks (where applicable) |  |  | 1 | C |  |  |  |  |  |  | A | R |  | C |  |  |  |
| Standard interfaces configuration and training (if applicable) |  |  | A | R |  |  | C |  |  |  | I | C |  | C |  |  | C |
| Updates to Solution Validation testing plan |  |  | C | C |  |  |  |  |  |  | A | R |  | C |  |  | C |


| Inputs | Documentation that describes future state decisions and configuration options to support future <br> state decisions. |
| :--- | :--- |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | Configured System | N/A |

## Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.


### 6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

## Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3 | Process Refinement |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> R = Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  | $\begin{aligned} & \bar{む} \\ & 00 \\ & 0 \\ & \stackrel{0}{0} \\ & \sum \\ & \stackrel{U}{0} \\ & \frac{0}{0} \\ & \hline \end{aligned}$ |  |  |  |  | $$ |  |  |  |  |  |  |  |  |  |
| Conduct process training |  |  | A | R |  |  |  |  |  |  | 1 | C | 1 | C |  |  |  |
| Confirm process decisions |  |  | I | C |  |  |  |  |  | A | R | C | 1 | C |  |  |  |
| Test configuration |  |  | I | C |  |  |  |  |  |  | A | R |  | C |  |  |  |
| Refine configuration (City Responsible) |  |  | 1 | C |  |  |  |  |  |  | A | R |  | C |  |  |  |
| Refine configuration (Tyler Responsible) |  |  | A | R |  |  |  |  |  |  | I | I |  | I |  |  |  |
| Validate interface process and results |  |  | I | C |  |  | C |  |  |  | A | R |  | C |  |  | C |
| Update City- <br> specific process documentation (if applicable) |  |  | I | C |  |  |  |  |  |  | A | R |  | C |  |  |  |
| Updates to Solution Validation testing plan |  |  | C | C |  |  |  |  |  |  | A | R |  | C |  |  | C |


| Inputs | Initial Configuration |
| :--- | :--- |
|  | Documentation that describes future state decisions and configuration options to support <br> future state decisions. |
|  | Solution validation test plan |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | Updated solution validation test plan |  |
|  | Completed City-specific process <br> documentation (completed by City) |  |

## Work package assumptions:

- None


### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A wellexecuted data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.


Objectives:

- Data is ready for production (Conversion).

| STAGE 3 | Data Delivery \& Conversion |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX <br> KEY: <br> R = Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  | $\begin{aligned} & \stackrel{y}{t} \\ & \stackrel{0}{0} \\ & \stackrel{\sim}{x} \\ & \underset{\sim}{0} \\ & \stackrel{0}{0} \end{aligned}$ |  |  |  |  |  |  |  | Change Management Leads | Subject Matter Experts (Power |  |  |  |
| Provide data crosswalks/code mapping tool |  |  | A | C | R |  |  |  |  |  | । | । |  | । |  |  |  |



| Inputs |  |
| :--- | :--- |
|  | Data Conversion Plan |
|  | Configuration |


| Outputs / <br> Deliverables | Acceptance Criteria [only] for Deliverables |  |
| :--- | :--- | :--- |
|  | Code Mapping Complete / Validated | N/A |
|  | Conversion Iterations / Reviews Complete | Conversion complete, verified, and ready for <br> final pass |

## Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.


### 6.3.5 Intentionally left blank.

### 6.3.6 Intentionally left blank.

### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.
Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.


### 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

## Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

| STAGE 4 | Solution Validation |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  | $$ |  |  |  |  |  |  |  |  | Subject Matter Experts (Power |  | $\begin{aligned} & \stackrel{n}{0} \\ & \stackrel{0}{\sim} \\ & \stackrel{0}{4} \end{aligned}$ |  |
| Update Solution Validation plan |  |  | A | R | C |  |  |  |  |  | C | C |  | c |  |  |  |
| Update test scripts (as applicable) |  |  | C | C | C |  |  |  |  |  | A | R |  | C |  |  |  |
| Perform testing |  |  | c | C | C |  |  |  |  |  | A | R |  | C |  |  |  |
| Document issues from testing |  |  | C | C | C |  |  |  |  |  | A | R |  | c |  |  |  |
| Perform required followup on issues |  |  | A | R | C |  |  |  |  |  | C | C |  | C |  |  |  |


| Inputs | Solution Validation plan |
| :--- | :--- |
|  | Completed work product from prior stages (configuration, business process, etc.) |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | Solution Validation Report | City updates report with testing results |

## Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.


### 6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

## Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| STAGE 4 | Go-Live Readiness |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Perform Readiness Assessment | 1 | A | R | C | c | 1 | C | 1 | 1 | 1 | 1 |  | 1 |  |  |  | 1 |
| Conduct Go-Live planning session |  | A | R | C |  |  |  |  |  |  | C | C | C | C | C |  | C |
| Order peripheral hardware (if applicable) |  |  | 1 |  |  |  |  |  |  | A | R |  |  |  |  |  | C |
| Confirm procedures for Go-Live issue reporting \& resolution |  | A | R | 1 | I | 1 | 1 |  |  |  | C | C | 1 | 1 | 1 | 1 | I |
| Develop Go-Live checklist |  | A | R | C | C |  |  |  |  |  | C | C | 1 | C |  |  | C |
| Final system infrastructure review (where applicable) |  |  | A |  |  |  | R |  |  |  | C |  |  |  |  |  | C |


| Inputs | Future state decisions |
| :--- | :--- |
|  | Go-live checklist |


|  | Updated go-live checklist |
| :--- | :--- | | Updated Action plan and Checklist for go-live |
| :--- |
| delivered to the City |,

## Work package assumptions:

- None


### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. The City may record the Train the Trainer sessions for future internal use. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

## Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

| STAGE 4 | End User Training |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Update training plan |  | A | R |  | C |  |  |  |  |  |  | C |  | 1 |  | C |  |  |
| End User training (Tylerled) |  | A | R |  | C |  |  |  |  |  |  | C | C | 1 | C | C | C |  |
| Train-the-trainer |  | A | R |  | c |  |  |  |  |  |  | C | C | 1 | c |  |  |  |
| End User training (Cityled) |  |  | c |  | c |  |  |  |  |  |  | A | R | 1 | C | C | C |  |


| Inputs | Training Plan |
| :--- | :--- |
|  | List of End Users and their Roles / Job Duties |
|  | Configured Tyler System |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | End User Training | City signoff that training was delivered |

## Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).


### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.


### 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during GoLive Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

## Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

| STAGE 5 | Go-Live |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  | $\begin{aligned} & \stackrel{\pi}{む} \\ & \stackrel{\rightharpoonup}{x} \\ & \underset{\sim}{x} \\ & \stackrel{\pi}{0} \\ & 0 \end{aligned}$ |  |  |  |  |  |  |  | Change Management Leads | Subject Matter Experts (Power |  | $\begin{aligned} & \stackrel{n}{0} \\ & \stackrel{y}{0} \\ & \stackrel{0}{5} \\ & \hline \end{aligned}$ |  |
| Provide final source data extract, if applicable |  |  | C |  | C |  |  |  |  |  | A |  |  |  |  |  | R |
| Final source data pushed into production environment, if applicable |  |  | A | C | R |  |  |  |  |  | I | C |  | C |  |  | C |
| Proof final converted data, if applicable |  |  | C | C | C |  |  |  |  |  | A | R |  | C |  |  |  |
| Complete Go-Live activities as defined in the Go-Live action plan |  |  | C | C | C |  |  |  |  | A | R | C | 1 | C |  |  |  |
| Provide Go-Live assistance |  |  | A | R | C | C |  | 1 |  |  | C | C | I | C |  | 1 | C |


| Inputs | Comprehensive Action Plan for Go-Live |
| :--- | :--- |
|  | Final source data (if applicable) |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | Data is available in production environment | City confirms data is available in production <br> environment |

## Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the GoLive live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during GoLive.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.


### 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

## Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

| STAGE 5 | Transition to Client Services |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  | $\begin{aligned} & \overline{0} \\ & 0 \\ & 0 \\ & \sum_{0}^{0} \\ & \text { N} \\ & . \ddot{0} \\ & \stackrel{0}{0} \\ & \hline \end{aligned}$ |  | $\begin{aligned} & \stackrel{n}{0} \\ & \stackrel{0}{x} \\ & \stackrel{1}{山} \\ & \stackrel{0}{0} \\ & \stackrel{0}{0} \end{aligned}$ |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \stackrel{n}{0} \\ & \stackrel{y}{0} \\ & \stackrel{\rightharpoonup}{\mathbf{u}} \end{aligned}$ |  |
| Transfer City to Client Services and review issue reporting and resolution processes | । | , | A | । | । |  |  | R | 1 | 1 | C | C |  | C |  |  |  |
| Review long term maintenance and continuous improvement |  |  | A |  |  |  |  | R |  |  | C | C |  | C |  |  |  |


| Inputs |  |
| :--- | :---: |
| Open item/issues List |  |
| Outputs / <br> Deliverables  Acceptance Criteria [only] for Deliverables <br>  Client Services Support Document  |  |

## Work package assumptions:

- No material project issues remain without assignment and plan.


### 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

| STAGE 5 | Post Go-Live Activities |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> R = Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  | $\begin{aligned} & \stackrel{n}{ँ} \\ & \stackrel{0}{x} \\ & \stackrel{1}{u} \\ & \stackrel{0}{0} \\ & \hline 0 \\ & \hline \end{aligned}$ |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \stackrel{n}{\otimes} \\ & \stackrel{1}{2} \\ & \stackrel{\rightharpoonup}{5} \end{aligned}$ |  |
| Schedule contracted activities that are planned for delivery after go-live |  | A | R | C | C | C | C | । |  |  | C | C | । | C |  |  | C |
| Determine resolution plan in preparation for phase or project close out |  | A | R | C | C | C |  | I |  |  | C | C | 1 | C |  |  |  |


| Inputs | List of post Go-Live activities |
| :--- | :--- |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for <br> Deliverables |
| :--- | :--- | :--- |
|  | Updated issues log |  |

## Work package assumptions:

- System is being used in a live production state.


### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.


### 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

## Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

| STAGE 6 | Phase Close Out |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  | $\begin{aligned} & \stackrel{n}{⿺} \\ & \stackrel{0}{x} \\ & \underset{u}{0} \\ & \stackrel{\rightharpoonup}{0} \\ & 0 \end{aligned}$ |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \stackrel{n}{む} \\ & \stackrel{y}{0} \\ & \stackrel{0}{U} \end{aligned}$ |  |
| Reconcile project budget and status of contract Deliverables | । | A | R |  |  |  |  |  | । | । | c |  |  |  |  |  |  |
| Hold post phase review meeting |  | A | R | C | C | c | C |  |  |  | C | C | C | C |  |  | C |
| Release phasedependent Tyler project resources | A | R | I |  |  |  |  |  |  |  | 1 |  |  |  |  |  |  |


| Participants | Tyler | City |
| :--- | :--- | :--- |
|  | Project Leadership | Project Manager |
|  | Project Manager | Project Sponsor(s) |
|  | Implementation Consultants | Functional Leads, Power Users, <br> Technical Leads |
|  | Technical Consultants (Conversion, Deployment, <br> Development) |  |
|  | Client Services |  |


| Inputs | Contract |
| :--- | :--- |
|  | Statement of Work |
|  | Project artifacts |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | Final action plan (for outstanding items) |  |
|  | Reconciliation Report |  |
|  | Post Phase Review |  |

Work package assumptions:

- Tyler deliverables for the phase have been completed.


### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.
At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

## Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6 | Project Close Out |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Tyler |  |  |  |  |  |  |  | City |  |  |  |  |  |  |  |  |
| RACI MATRIX KEY: <br> $R=$ Responsible <br> A = Accountable <br> C = Consulted <br> I = Informed |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \text { n } \\ & \stackrel{0}{0} \\ & \frac{1}{0} \\ & \stackrel{0}{0} \\ & \stackrel{U}{U} \\ & \vdots \end{aligned}$ |  |  |  | $\begin{aligned} & \stackrel{n}{む} \\ & \stackrel{y}{0} \\ & \underset{\sim}{\square} \end{aligned}$ |  |
| Conduct post project review |  | A | R | C | c | C | C |  |  |  | C | C | C | C |  |  | C |
| Deliver post project report to City and Tyler leadership | I | A | R |  |  |  |  |  | I | 1 | C |  |  |  |  |  |  |
| Release Tyler project resources | A | R | । |  |  |  |  |  |  |  | I |  |  |  |  |  |  |


| Inputs | Contract |
| :--- | :--- |
|  | Statement of Work |


| Outputs / <br> Deliverables |  | Acceptance Criteria [only] for Deliverables |
| :--- | :--- | :--- |
|  | Post Project Report | City acceptance; Completed report indicating <br> all project Deliverables and milestones have <br> been completed |

## Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.


### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.
Close Stage Deliverables:

- Post Project Report.


## Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.


## 7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- All sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable. "Business days" are defined as the weekdays of Monday through Thursday and do not include Fridays, Saturdays, Sundays, City Holidays, or City Furlough, which are days when the City administration offices and City Hall are closed.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.


### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

### 7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.


### 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)


### 7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.


## 8. Glossary

| Word or Term | Definition <br> Acceptance <br> Confirming that the output or deliverable is suitable and <br> conforms to the agreed upon criteria. |
| :--- | :--- |
| The one who ultimately ensures a task or deliverable is |  |
| completed; the one who ensures the prerequisites of the task are |  |
| met and who delegates the work to those responsible. [Also see |  |
| RACI] |  |\(\left|\begin{array}{ll}A computer program designed to perform a group of coordinated <br>

functions, tasks, or activities for the benefit of the user.\end{array}\right|\)

| Infrastructure | The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software. |
| :---: | :---: |
| Interface | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system. |
| Integration | A standard exchange or sharing of common data within the Tyler system or between Tyler applications |
| Legacy System | The software from which a client is converting. |
| Modification | Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement. |
| On-site | Indicates the work location is at one or more of the client's physical office or work environments. |
| Organizational Change | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization. |
| Output | A product, result or service generated by a process. |
| Peripheral devices | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer. |
| Phase | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| Project | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases. |
| RACl | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I). |
| Remote | Indicates the work location is at one or more of Tyler's physical offices or work environments. |
| Responsible | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI] |
| Scope | Products and services that are included in the Agreement. |


| Solution | The implementation of the contracted software product(s) <br> resulting in the connected system allowing users to meet Project <br> goals and gain anticipated efficiencies. |
| :--- | :--- |
| Stage | The top-level components of the WBS. Each Stage is repeated for <br> individual Phases of the Project. |
| Standard | Software functionality that is included in the base software (off- <br> the-shelf) package; is not customized or modified. |
| Statement of Work (SOW) | Document which will provide supporting detail to the Agreement <br> defining Project-specific activities, services, and Deliverables. |
| System | The collective group of software and hardware that is used by the <br> organization to conduct business. |
| Test Scripts | The steps or sequence of steps that will be used to validate or <br> confirm a piece of functionality, configuration, enhancement, or <br> Use Case Scenario. |
| Training Plan | Document(s) that indicate how and when users of the system will <br> be trained relevant to their role in the implementation or use of <br> the system. |
| Validation (or to validate) | The process of testing and approving that a specific Deliverable, <br> process, program, or product is working as expected. |
| Work Breakdown Structure (WBS) | A hierarchical representation of a Project or Phase broken down <br> into smaller, more manageable components. |
| Work Package | A group of related tasks within a project. |

## Part 4: Appendices

## 9. Conversion

### 9.1 Munis Conversion Summary

### 9.1.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted


### 9.1.2 Accounting - Actuals

- Summary account balances
- Up to 3 years


### 9.1.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years


### 9.1.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts


### 9.1.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, General Ledger cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years


### 9.1.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years


### 9.1.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)


### 9.1.8 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user ID for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, purchase orders, and invoices must be converted together.


### 9.1.9 General Billing CID

- Customer information


### 9.1.10General Billing - Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information


### 9.1.11General Billing - Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Munis


### 9.1.12Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted


### 9.1.13Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to General Ledger, must be converted at the same time.
- Up to 3 years


### 9.1.14Project Grant Accounting - Budget

- Original project ledger budget amounts. If linking to General Ledger, must be converted at the same time.
- Up to 3 years


### 9.1.15Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.


### 9.1.16Payroll

- Payroll Employee Master data including data such as name, address, social security number, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code
and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, parttime, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information


### 9.1.17Payroll - State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states


### 9.1.18Payroll - Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums to the check history


### 9.1.19Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information


### 9.1.20Payroll - Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years


### 9.1.21Payroll - Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.


### 9.1.22Payroll - Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date


### 9.1.23Payroll - Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews


### 9.1.24Payroll - Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, General Ledger account, and max/min grade and step


### 9.1.25Payroll - PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years


### 9.1.26Payroll - Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects


### 9.1.27Payroll - Education

- Codes, for institution, type of degree, and area(s) of study


## 10. Additional Appendices

10.1 Intentionally left blank.

## 11. Project Timeline

### 11.1 ERP Project Timeline

The Project Timeline establishes a target duration for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following durations may be revised when the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate \& Plan Stage.

| Phase | Functional Areas | Software Modules | Duration |
| :---: | :---: | :---: | :---: |
| 1 | Munis Financials | - Accounting/General Ledger <br> - Accounts Payable <br> - Budgeting <br> - Capital Assets <br> - Cash Management <br> - Contract Management <br> - eProcurement <br> - Project \& Grant Accounting <br> - Purchasing <br> - General Billing <br> - Accounts Receivable | 12 months |
| 1 | Munis Productivity | - Tyler ReadyForms <br> - Tyler Content Manager SE <br> - Munis Analytics \& Reporting w Executive Insights <br> - Socrata Open Finance | Included in Phase 1 |
| 2 | Munis Human Capital Management | - Payroll w/Employee Self Service <br> - Human Resources \& Talent Management | 12 months |

11.2 Intentionally left blank.


#### Abstract

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY TO UTILIZE COOPERATIVE PURCHASING ESTABLISHED THROUGH SOURCEWELL CONTRACT 090320-TTI, CONSISTENT WITH MUNICIPAL CODE SECTION 2.60.260, TO PURCHASE TYLER TECHNOLOGIES' MUNIS HOSTED ERP SYSTEM, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND TYLER TECHNOLOGIES, INC. FOR SAID SYSTEM TO REPLACE THE CURRENT OUTDATED ENTERPRISE RESOURCE PLANNING SOFTWARE SYSTEM FOR A ONE-TIME COST NOT TO EXCEED $\$ 367,148$ AND REOCCURRING ANNUAL LICENSE, MAINTENANCE, AND SUPPORT COSTS OF \$125,172


WHEREAS, an Enterprise Resource Planning ("ERP") system is a technology tool that organizations use to manage day-to-day administrative activities, such as accounting, procurement, budgeting, cashiering, payroll, financial reporting, and human resources; and

WHEREAS, since September 1998, the City of National City ("City") has been using Eden, a Tyler Technologies product, as our ERP system that is almost 25 years old, outdated, limited in capacity, and scheduled to be sunset by Tyler Technologies within a few years; and

WHEREAS, the version of Eden the City is currently using was released in 2002; and

WHEREAS, the purchase and implementation of a new ERP system will reduce manual data entry, streamline workflow, integrate multiple software products into a single system, and reduce the City's reliance on paper; and

WHEREAS, the City's goal is to take advantage of a modern ERP system that is designed around best practices, allowing the City to streamline and improve processes that result in timely, accurate, and easy-to-access information. More specifically, the new ERP system should meet the following objectives:

- Consolidate information, link processes and functions, and eliminate separate departmental systems/spreadsheets/access databases in favor of a single system that connects the City's financial and non-financial applications through a common database;
- Streamline business processes to take advantage of best practices through automation, integration, and workflows;
- Provide a user-friendly and intuitive user interface to promote system use and productivity;
- Eliminate or reduce redundant data entry;
- Eliminate or reduce the need for manual input when preparing various financial documents, including the annual budget and preparation of the Comprehensive Annual Financial Report;
- Improve and/or provide necessary reports and reporting capabilities and access to data through inquiry or drill down capabilities;
- Provide interface capabilities with third-party systems; and

WHEREAS, from a cost perspective, to honor the City's almost 25 -year strong relationship, Tyler Technologies is honoring the costs the City has already paid to them for our Eden modules as a full credit for the licensing costs of similar Munis modules. This represents a savings of $\$ 217,079$ and drops the total price of a Tyler Munis ERP purchase and implementation below that of their competitors; and

WHEREAS, Section 2.60.260 of the City of National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case; therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, the City of National City's Finance Department staff has confirmed that Sourcewell, contract \#090320-TTI, was competitively bid through a Request for Proposals ("RFP") process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those of the City of National City; and

WHEREAS, City staff recommends City Council waive the bid process to purchase a Tyler Technologies' Munis Hosted ERP System as part of a needed technology upgrade for the City of National City; and

WHEREAS, City staff also recommends City Council to authorize the Mayor to execute the Agreement between the City of National City and Tyler Technologies, Inc. for said system to replace the current outdated enterprise resource planning software system for a one-time cost not to exceed $\$ 367,148$ and reoccurring annual license, maintenance, and support costs of $\$ 125,172$.

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

Resolution No. 2022 -
Page Three

Section 1: Authorizes the City of National City to utilize cooperative purchasing established through Sourcewell contract 090320-TTI, consistent with municipal code section 2.60.260 for cooperative purchasing, to purchase Tyler Technologies' Munis Hosted ERP System.

Section 2: Authorizes the Mayor to execute the Agreement between the City of National City and Tyler Technologies, Inc. for said system to replace the current outdated enterprise resource planning software system for a one-time cost not to exceed \$367,148 and reoccurring annual license, maintenance, and support costs of \$125,172.

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

## PASSED and ADOPTED this 19 ${ }^{\text {th }}$ day of April 2022.

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 of National City annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2021. (Finance)
Please scroll down to view the backup material.

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT 

MEETING DATE: April 19, 2022
AGENDA ITEM NO.:

## ITEM TITLE:

City of National City annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2021. (Finance)

PREPARED BY: Rachelle Barrera, Finance Manager PHONE: 619-336-4331

DEPARTMENT: Finance APPROVED BY: $\qquad$

## EXPLANATION:

Transmitted herewith is the City of National City's annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2021 prepared by the City's external auditors, The Pun Group, LLP.

The reports include all agencies under the control of the City Council, as well as the Successor Agency to the Community Development Commission as the National City Redevelopment Agency.
The auditors have conducted their examination of the financial statements in accordance with generally accepted auditing standards and have expressed an unmodified ("clean") opinion of those statements.

## FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: $\qquad$
APPROVED: $\qquad$ FINANCE MIS

## ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION $\square$ FINAL ADOPTION $\square$

## STAFF RECOMMENDATION:

Accept and file the reports.

BOARD / COMMISSION RECOMMENDATION:

## ATTACHMENTS:

1. The 2021 (ACFR) will be made available at the city's website: https://www.nationalcityca.gov/ government/finance/financial-reports.
2. Presentation

## CITY OF NATIONAL CITY

Presentation to the City Council
For the Fiscal Year Ended June 30, 2021

April 19, 2022

## CONTENTS

- Required Communications (AU-C 260)
- Audit Responsibilities
- Overview of Financial Statements
- Financial Indicators and Key Pension/OPEB Information
- Audit Results


## REQUIRED COMMUNICATIONS (AU-C 260)

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## Required Communications (AU-C 260)

- Independence
- We complied with ALL relevant requirements regarding independence
- Significant Accounting Policies
- The City disclosed all significant accounting policies in Note 1 to the financial statements.
- The City implemented GASB Statement No. 84, Fiduciary Activities
- Significant Estimates
- Fair value on investments
- Depreciation on capital assets
- Net other postemployment benefit liability
- Net pension liability


## Required Communications (AU-C 260)

## - Sensitive Disclosures

- Note 1 - Reporting Entity and Summary of Significant Accounting Policies
- Note 3 - Loans Receivable
- Note 10 - Pension Plans
- Note 11 - Other Postemployment Healthcare Benefits
- Note 13 - Classification of Fund Balances
- Misstatements
- There were no uncorrected misstatements reported.
- Consultation with Other Accountants
- Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and other matters.


## Required Communications (AU-C 260)

- Significant Difficulties
- We encountered no significant difficulties in dealing with management.
- Disagreements with Management
- We did not have any disagreements with management in terms of accounting treatments or audit procedures performed.


## AUDIT RESPONSIBILITIES

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## Management's Responsibilities

- Responsible for the financial statements
- Present the financial statements in accordance with accounting principles generally accepted in the United States of America
- Adopt sound accounting policies
- Establish and maintain internal controls over financial reporting and compliance
- Provide evidence supporting the amounts and disclosures in the financial statements
- Prevent and detect fraud


## OUR RESPONSIBILITY IN ACCORDANCE WITH PROFESSIONAL STANDARDS

- Form and express an opinion about whether the financial statements that have been prepared by management with Board oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America
- Plan and perform the audit to obtain "reasonable" assurance (not "absolute" assurance) about whether the financial statements are free of material misstatements.
- Consider internal control over financial reporting. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.


## OVERVIEW OF THE FINANCIAL STATEMENTS

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# City of National City <br> Government-Wide <br> Condensed Statement of Net Position <br> June 30, 2021 and 2020 

|  | 2021 | 2020 | \$ Change |  | \% Change |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Assets | \$ 354,673,653 | \$ 345,688,100 | \$ | 8,985,553 | 2.60\% |
| Deferred Outflows of Resources | 16,088,043 | 16,084,044 |  | 3,999 | 0.02\% |
| Liabilities | 154,988,361 | 151,137,501 |  | 3,850,860 | 2.55\% |
| Deferred Inflows of Resources | 339,273 | 2,244,332 |  | $(1,905,059)$ | -84.88\% |
| Net Position: |  |  |  |  |  |
| Net investment in capital assets | 162,195,929 | 155,772,400 |  | 6,423,529 | 4.12\% |
| Restricted | 111,040,107 | 101,152,527 |  | 9,887,580 | 9.77\% |
| Unrestricted (deficit) | (57,801,974) | $(48,534,616)$ |  | $(9,267,358)$ | 19.09\% |
| Total Net Position | \$ 215,434,062 | \$ 208,390,311 | \$ | 7,043,751 | 3.38\% |

## City of National City Government-Wide Summary Statement of Activities For the Years Ended June 30, 2021 and 2020

|  | 2021 | 2020 | \$ Change |  | \% Change |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Expenses | \$ (99,729,654) | \$ (99,386,039) | \$ | $(343,615)$ | 0.35\% |
| Program Revenues |  |  |  |  |  |
| Charges for services | 23,356,710 | 25,831,605 |  | $(2,474,895)$ | -9.58\% |
| Operating grants and contributions | 17,685,441 | 16,658,135 |  | 1,027,306 | 6.17\% |
| Capital grants and contributions | 6,109,734 | 4,465,126 |  | 1,644,608 | 36.83\% |
| Total program revenues | 47,151,885 | 46,954,866 |  | 197,019 | 0.42\% |
| Net Cost of Services | $(52,577,769)$ | $(52,431,173)$ |  | $(146,596)$ | 0.28\% |
| General Revenues - Taxes | 57,124,566 | 51,775,838 |  | 5,348,728 | 10.33\% |
| Investment earnings | 2,339,978 | 2,943,647 |  | $(603,669)$ | -20.51\% |
| Miscellaneous | 156,976 | 65,010 |  | 91,966 | 141.46\% |
| Change in Net Position | \$ 7,043,751 | \$ 2,353,322 | \$ | 4,690,429 | 199.31\% |

## City of National City

General Fund
Condensed Balance Sheet
June 30, 2021 and 2020

|  | 2021 |  | 2020 |  | \$ Change |  | \% Change |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Assets | \$ | 56,171,365 | \$ | 55,790,599 | \$ | 380,766 | 0.68\% |
| Liabilities |  | 5,078,314 |  | 6,862,203 |  | $(1,783,889)$ | -26.00\% |
| Deferred Inflows of Resources |  | 200,000 |  | - |  | 200,000 | 100.00\% |

Fund Balance
Nonspendable
Restricted
Committed
Assigned
Unassigned
Total Fund Balance
Total Liabilities and Fund Balance

|  | 3,964,435 |  | 3,926,499 |  | 37,936 | 0.97\% |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 10,833,351 |  | 10,092,890 |  | 740,461 | 7.34\% |
|  | 14,945,000 |  | 11,485,066 |  | 3,459,934 | 30.13\% |
|  | 7,193,969 |  | 7,129,273 |  | 64,696 | 0.91\% |
|  | 13,956,296 |  | 16,294,668 |  | $(2,338,372)$ | -14.35\% |
|  | 50,893,051 |  | 48,928,396 |  | 1,964,655 | 4.02\% |
| \$ | 56,171,365 | \$ | 55,790,599 | \$ | 380,766 | 0.68\% |

City of National City
General Fund

## Condensed Statement of Revenues, Expenditures and Changes in Fund Balance For the Years Ended June 30, 2021 and 2020

|  | 2021 |  | 2020 |  | \$ Change |  | \% Change |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Revenues |  | 65,018,006 | \$ | 61,848,951 | \$ | 3,169,055 | 5.12\% |
| Expenditures |  | $(60,694,222)$ |  | $(59,167,351)$ |  | $(1,526,871)$ | 2.58\% |
| Revenues over Expenditures |  | 4,323,784 |  | 2,681,600 |  | 1,642,184 | 61.24\% |
| Other Financing Sources and Uses |  |  |  |  |  |  |  |
| Transfers (Net) |  | $(2,363,019)$ |  | $(1,548,066)$ |  | $(814,953)$ | 52.64\% |
| Proceeds from sale of property |  | 3,890 |  | - |  | 3,890 | 100.00\% |
| Loss on sale of land held for resale |  | - |  | $(589,700)$ |  | 589,700 | -100.00\% |
| Pass-through payments to other agencies |  | - |  | $(631,285)$ |  | 631,285 | -100.00\% |
| Total other financing sources/uses |  | $(2,359,129)$ |  | $(2,769,051)$ |  | 409,922 | -14.80\% |
| Change in Fund Balance | S | 1,964,655 | \$ | $(87,451)$ | \$ | 2,052,106 | 2346.58\% |

# FINANCIAL INDICATORS AND KEY PENSION AND OPEB INFORMATION 

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# City of National City <br> Governmental Activities Net Cost of Services to Tax Revenues 

|  | 2021 |  | 2020 |  |
| :---: | :---: | :---: | :---: | :---: |
| Net Cost of Services | \$ | $(52,577,769)$ | \$ | $(52,431,173)$ |
| Tax Revenues |  | 57,124,566 |  | 51,775,838 |
| Ratio |  | 92.04\% |  | 101.27\% |
| Excess/(Shortfall) | \$ | 4,546,797 | \$ | $(655,335)$ |

## City of National City

## General Fund

## Unassigned Fund Balance to Annual Expenditures

|  | 2021 |  | 2020 |  |
| :---: | :---: | :---: | :---: | :---: |
| Unassigned Fund Balance | \$ | 13,956,296 | \$ | 16,294,668 |
| Annual Expenditures * |  | 60,694,222 |  | 59,167,351 |
| Ratio |  | 22.99\% |  | 27.54\% |
| Unassigned Fund Balance - PY | \$ | 16,413,570 | \$ | 13,673,543 |
| Net Change in Unassigned Fund Balance | \$ | $(2,457,274)$ | \$ | 2,621,125 |

* includes capital outlay of \$1.5M for 2021 and \$3.3M for 2020


## GASB 68 - The Pension Standard As of June 30, 2020 (Measurement Date)

|  | Miscellaneous Plan |  |  | Safety <br> Plan | Total |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Net Pension Liabilities @ 6.15\% | \$ | 57,131,765 |  | 104,892,020 | \$ 162,023,785 |
| Net Pension Liabilities @ 7.15\% | \$ | 38,962,398 | \$ | 74,822,667 | \$ 113,785,065 |
| Net Pension Liabilities @ 8.15\% | \$ | 23,917,617 | \$ | 50,159,097 | \$ 74,076,714 |

Plan's Proportionate Share of the
Fiduciary Net Position as a Percentage of the Total Pension Liability
72.42\%
66.10\%

Prior year
73.54\%
66.28\%

## GASB 75 - The OPEB Standard

 As of June 30, 2020 (Measurement Date)|  | OPEB |  |
| :--- | ---: | ---: |
| Total OPEB Liability @ 1.19\% | $\$$ | $6,678,437$ |
| Total OPEB Liability @ 2.19\% | $\$$ | $\mathbf{6 , 0 2 5 , 7 0 7}$ |
| Total OPEB Liability @ 3.19\% | $\$$ | $5,464,378$ |
|  |  |  |
| Fiduciary Net Position as a Percentage <br> of the Total OPEB Liability |  |  |

## AUDIT RESULTS

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## Audit Results

- Opinions


## - Unmodified Opinions issued to all Opinion Units

- Financial statements are fairly presented in all material respects
- Accounting policies have been consistently applied
- Estimates used are reasonable
- Disclosures are properly reflected in the financial statements


## Other Results

- No disagreements with management
- No material weaknesses/significant deficiencies were identified in internal control over financial reporting or compliance
- No accounting issues
- No inappropriate activities were noted


## Thank you!

HQ - ORANGE COUNTY
200 E. Sandpointe Avenue
Suite 600
Santa Ana, CA 92707

SAN DIEGO
4365 Executive Drive
Suite 710
San Diego, CA 92121

## BAY AREA

2121 North California Blvd.
Suite 290
Walnut Creek, CA 94596

LAS VEGAS
1050 Indigo Drive
Suite 110
Las Vegas, NV 89145

## PHOENIX

4742 North 24th Street
Suite 300
Phoenix, AZ 85016

The following page(s) contain the backup material for Agenda Item: City Council Policy Nos. 104 and 113 regarding City Council Meeting Decorum. (City Clerk)
Please scroll down to view the backup material.

## ITEM TITLE:

Discussion Item: City Council Policy Nos. 104 and 113 regarding City Council Meeting Decorum (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk DEPARTMENT: City Clerk
PHONE: (619) 336-4225 APPROVED BY: _ Shelley Chapel

## EXPLANATION:

At the March 15, 2022 City Council Meeting, Councilmember Rios submitted a City Council Policy \#105 request to agendize this item to a future agenda for discussion. As per request attached are City Council Policy Nos. 104 and 113 for discussion.

City Council Policy No. 104 - Rules of Procedure and Order for City Council Meetings
City Council Policy No. 113 - Unauthorized Disclosure of Information Revealed in Closed Session

FINANCIAL STATEMENT:
ACCOUNT NO.
None.

## ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA)
ORDINANCE: INTRODUCTION: $\square$ FINAL ADOPTION:
STAFF RECOMMENDATION:
Discuss policies and provide direction to staff for any changes.

## BOARD / COMMISSION RECOMMENDATION:

## ATTACHMENTS:

A - City Council Policy No. 105 Request dated March 15, 2022
B - City Council Policy No. 104
C - City Council Policy No. 113

# CITY COUNCIL POLICY <br> CITY OF NATIONAL CITY 

TITLE: Request by Member of City Council to Place an Item on
POLICY \# 106 a City Council Agenda

ADOPTED: March 12, 1985
AMENDED: October 5, 2021

## 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:
Mona Rios
Today's Date: March 8, 2022
Is this matter considered Time-Sensitive by another entity deadline?

## WRITTEN REQUEST

I. Mona Rios , hereby request that the following item be placed on the City of National City - City Council meeting agenda for consideration.

## Give direction to staff to come back

 with an updated policy concerning Council meetings and how meetings are conducted.| TITLE: Rules of Procedure and Order for City Council Meetings POLICY \#104 |  |
| :--- | :--- |
| ADOPTED: December 13, 1983 |  |

# Rules of Procedure and Order for City Council Meetings 

Adopted: December 13, 1983 Last Amended: October 5, 2021

ADOPTED: December 13, 1983
AMENDED: October 5, 2021

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## ADOPTED: December 13, 1983 AMENDED: October 5, 2021

## 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 Chamber 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

TITLE: Rules of Procedure and Order for City Council Meetings
POLICY \#104

ADOPTED: December 13, 1983
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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 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:
6. 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.
7. The City Clerk shall call and record roll call votes; and shall read ordinance titles and agenda items as requested by the Presiding Officer.
8. The City Clerk shall keep minutes of the open meeting in accordance with City Council Policy No. 106, and 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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ADOPTED: December 13, 1983
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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 include consulting with City Council on items of concern on the agenda, to proactively 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 Chamber 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

ADOPTED: December 13, 1983
AMENDED: October 5, 2021

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. For each closed session, the City Attorney must orally announce the subject matter of the closed session. If final action is taken in closed session, the City Attorney must report the action at the conclusion of the closed session, unless agendized 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 twenty (20) days without a regular or special meeting of theCouncil.

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 and confirm said actions of the City Manager.
I. Cancellation of Meetings: Any meeting of the City Council may be cancelled in advance

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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 Chamber unless appropriate notice is given pursuant to, and the location of the meetingis 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 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 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 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 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 - NonAgenda Items Requiring Immediate Action)

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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 breaksallow 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 the use of such device.
R. 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.
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 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 Board, Commission, and 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, , 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.

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## 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 CityCouncil.
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 "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 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

TITLE: Rules of Procedure and Order for City Council Meetings
POLICY \#104

ADOPTED: December 13, 1983
AMENDED: October 5, 2021
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.

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 Spanishlanguage 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.
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 Speaker 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 are not permitted.
d. The Presiding Officer shall have the authority to reduce equally each speaker's time to accommodate a larger number of speakers.
e. Speaker Slips for Public Comment will be accepted by the City Clerk in the Council Chamber 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

TITLE: Rules of Procedure and Order for City Council Meetings
POLICY \#104

ADOPTED: December 13, 1983
AMENDED: October 5, 2021
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 Councilto 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 Slips for agenda items will be accepted by the City Clerk in the Council Chamber no earlier than 15 minutes before the meeting and up until the public testimony on the item is finished. Included on the Speaker Slip shall be the option for individuals who do not wish to speak to register in support of, in opposition to, or neutral on the item. 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.
I. 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.
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 todirectly address the City Council, any member of the public who utilizes a

ADOPTED: December 13, 1983
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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 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 part 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 of a regularly scheduled City Council meeting 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.
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

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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. Proclamationswill 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.
I. Regional Boards and Committee Reports: City Councilmembers report on meetings attended on behalf of the City. Councilmembers are limited to five-minutes.
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 ofthe 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 meeting.
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)

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L. Non-Consent Resolutions: Items generally of a non-routine nature for City Council discussion and/or action.
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.
N. Staff Reports: This portion of the meeting provides the City Manager and staff the opportunity to give general comments, updates, and announcements.
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.
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.
Q. 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 how to place items onto the agenda, agenda setting, preparation and distribution.

## 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.

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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 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 inadvance 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 and on the City's website.
5. Non-Agenda Items Requiring Immediate Action: Matters requiring City Council 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 $(2 / 3)$ 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.

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## 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 carried or was defeated. The same shall be recorded inthe 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.
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 ofinterest shall be counted with the majority vote of the quorum on the question voted upon.
E. Tie Vote: 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 the Councilmember makes a timely request to do so immediately following the announcement of the

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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.
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. 116Procedure 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 Councilmember wants to change a basic motion that is before thebody, they would move to amend it.
3. The substitute motion. If a Councilmember wants to completely do away with the basic motionthat 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

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the City Council may second a motion. (Reference Rosenberg's Rules of Orderfor 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 tothe 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 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 Request Slip; however, a

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Speaker 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.
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

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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 publichearing 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 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. Thispolicy 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.

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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 location or removed from the Chamber.
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 Chamber and are subject to search to determine that they do not pose a threat or as otherwise requested by the Sergeant-atArms.
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, Councilmembersor 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 forcredentialed media only.
F. Cellular \& Electronic Devices: Persons in the audience will refrain from using cellular phones and/or pagers while the City Council meeting is in session.

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## XIII. ENFORCEMENT

A. Sergeant-at-Arms: The Chief of Police or designee shall be the ex-officio Sergeant-atArms 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, theperson 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 citied in violation of Penal Code 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 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 news media, except those participating in the disturbance, shall be allowed to attend any session held

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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 section 403,California Elections Code 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 thedais 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 official signature which were adopted in their presence, unless 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.
D. Ceremonial Matters: There are several different types of action the City Council maytake to provide recognition or express appreciation:

1. Certifications of Appreciation or Recognition: Commendations are typicallyissued 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.
3. 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, arediscouraged.
4. It is the policy of the City Council to process requests for proclamations in thefollowing manner:

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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-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 (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. Social 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 "City 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 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

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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 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 Chamber 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 <br> interest. |
| :--- | :--- |
| Adjourn | A privileged motion to officially close a meeting. A second is <br> 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 <br> discussion or dissent. |

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| Decorum | To conduct oneself in a proper manner. <br> Dire Emergency <br> When a majority of the legislative body determines that a dire <br> emergency exists, it may call an emergency meeting (Government <br> Code Section 54956.5(a)(2)).A dire emergency, is defined as a <br> crippling disaster, mass destruction, terrorist act, or threatened <br> terrorist activity that poses peril so immediate and significant that <br> requiring a legislative body to provide one-hour notice before <br> holding an emergency meeting may endanger the public health, <br> safety, or both, as determined by a majority of the members of <br> the legislative body. |
| :--- | :--- |
| Emergency Meeting | When a majority of the legislative body determines that an <br> emergency situation exists, it may call an emergency meeting |
| (Government Code Section 54956.5). An emergency is defined as |  |
| 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. |  |

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| Policy | The opinions, philosophy, or practices that are adopted by an <br> organization. |
| :--- | :--- |
| Public Hearing | Items that are publicly noticed for a specific City Council meeting <br> date, as generally required by law, and are designed to receive <br> separate public input on a specific matter. |
| Point of Order | An interruption of a meeting to question whether rules or bylaws <br> are being broken. |
| Presiding Officer | The officer conducting the meeting; Chair or Chairman. |
| Public Hearing | A noticed public session to receive original evidence or <br> testimony on applications regulated by this title. Scheduled <br> public hearings shall be commenced at $6: 00$ p.m. or as soon <br> thereafter as possible. |
| Quorum | The minimum number of members who must be present at <br> a meeting to transact business legally. |
| Ralph M. Brown Act | The Ralph M. Brown Act, commonly known as the "Brown Act," <br> governs meetings conducted by local legislative bodies, such as |
| Boards of Supervisors, City Councils and School Boards. The Act |  |

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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 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 ElectronicDevices \& Accounts of City Users

## Prior Policy Amendments

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)

TITLE: Unauthorized Disclosure of Information Revealed in Closed
POLICY \# 113
Session

ADOPTED: March 12, 1996
AMENDED: October 8, 2013

## Purpose

To establish a policy to prevent the unauthorized disclosure of information revealed in closed sessions of the City Council, and to provide remedies in the event of any such unauthorized disclosure.

## Policy

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 of more of the following actions, as directed by a majority of the City Council:

1. Referral to the Office of the District Attorney for prosecution for violation of Government Code Section 1098.
2. Referral to the Office of the District Attorney for prosecution for violation of Government Code Section 1222.
3. Referral to the Office of the District Attorney for prosecution for violation of Government Code Section 3060.
4. Referral of a Councilmember who has willfully disclosed confidential information in violation Government Code section 54963 to the grand jury.
5. Obtaining an injunction to prevent further unauthorized disclosure of information revealed in a closed session.
6. In the event an unauthorized disclosure is committed by a member of the City Council, that Councilmember may be censured by a majority vote of the City Council. Prior to imposing censure, the Councilmember subject to censure shall be provided 10 calendar days' notice of the City Council's intention to impose the censure, and be given an opportunity to respond to the proposed censure.
7. In the event an unauthorized disclosure is committed by a member of the City staff, that staff member may be subject to disciplinary action.

This policy shall not prohibit the making of a public report of actions taken in a closed session as required by Government Code Section 54957.1.

Related Policy References
City Council Policy \#104

TITLE: Unauthorized Disclosure of Information Revealed in Closed POLICY \# 113 Session

ADOPTED: March 12, 1996
AMENDED: October 8, 2013

Government Codes 1098, 1222, 306, 54957.1, 54963
City Attorney Memorandum: Original Feb. 29, 1996. Revised Jan. 7, 2013 (attached)
Prior Policy Amendments:
March 12, 1996 (Resolution No. 96-29) Establishing Policy
October 8, 2013 (Resolution No. 2013-147)

TITLE: Unauthorized Disclosure of Information Revealed in Closed POLICY \# 113 Session

ADOPTED: March 12, 1996
AMENDED: October 8, 2013

George H. Eiser, III
Revised January 7, 2013
City Attorney
Claudia G. Silva
City of National City
City Attorney
February 29, 1996
City of National City

## PUBLIC DISCLOSURE OF INFORMATION DISCUSSED IN CLOSED SESSION: POSSIBLE REMEDIES

## Prohibited by the Brown Act - Improper to Disclose

- A person cannot disclose information discussed in closed session without authorization of the City Council. Government Code section 54963.

Remedies under Government Code Section 54963
(c) Violation of this section may be addressed by the use of such remedies as arecurrently available by law, including, but not limited to:
(1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.
(2) Disciplinary action against an employee who has willfully disclosed confidentialinformation in violation of this section.
(3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grand jury."

## City May Not Enact Criminal Ordinance

- California Attorney General has held that a city may not adopt an ordinance making it a misdemeanor for any person present during a closed session of the city council meeting to publicly disclose the substance of any discussion properly held during the session unless authorized by the city council. (76 Ops. Cal. Atty. Gen 289 (1993).)


## Additional Possible State Law Violations

- Any current public officer or employee who willfully and knowingly discloses for pecuniary gain, to any other person, confidential information acquired by him or her in the course of his or her official duties, or uses any such information for the purpose of pecuniary gain, is guilty of a misdemeanor. (Government Code §1098.)

TITLE: Unauthorized Disclosure of Information Revealed in Closed POLICY \# 113 Session

ADOPTED: March 12, 1996
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- Every willful omission to perform any duty enjoined by law upon any public officer, or person holding any public trust or employment, where no special provision is madefor the punishment of such delinquency, is punishable as a misdemeanor. (Government Code §1222; Adler v. City Council of the City of Culver City (1960) 184 Cal. App. 2d 763, 7 Cal. Rptr. 805.)
- An accusation in writing against any officer of a district, county, or city, including any member of the governing board of personnel commission of a school district or any humane officer, for willful or corrupt misconduct in office, may be presented by the grand jury of the county for or in which the officer accused is elected or appointed. An accusation may not be presented without the concurrence of at least 12 grand jurors. (Government Code §3060.)

Injunction

- An injunction may be obtained to prevent future public disclosure of information discussed in closed session. (Government Code §54960; Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal. App. 2d 41, 69 Cal. Rptr. 480.)


## Censure

- Although there is no specific statutory or case authority for censure of a city councilmember, one reported decision (Braun v City of Taft (1984) 154 Cal. App. 3d 332, 201 Cal. Rptr. 654 involved the censure of a councilmember by a city council for release of city documents claimed to be confidential. The court set aside the censure action, finding that the documents released were in fact not confidential. If censure for public release of information discussed in closed session is to be imposed, the city council should have previously adopted clear, unambiguous rules of conduct which specifically authorize censure for such conduct. The individual subject to censure must also have notice and the opportunity to be heard before the censure is imposed. Under the First Amendment, censure is not appropriate for expansion of unpopular views, unless their expression substantially disrupts the council meeting. (Richard v. City of Pasadena (1995) U.S. Dist. Ct. C.D. Cal.)

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Item \#

City Manager Report
(City Manager)

