

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



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, APRIL 16, 2019 – 6:00 PM**

**ALEJANDRA SOTELO-SOLIS**  
*Mayor*

**RON MORRISON**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**GONZALO QUINTERO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

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

*Meeting agendas and  
minutes available on web*

**WWW.NATIONALCITYCA.GOV**

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

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

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

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

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

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

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

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

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

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

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

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



**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS AND CERTIFICATES**

1. [National City Proclaims San Ysidro Health Day](#)
2. [National City Proclaims April as Arts, Culture and Creativity Month](#)

**AWARDS AND RECOGNITIONS**

**PRESENTATIONS**

3. [Public Space Interventions Youth Designs - James Halliday from A Reason to Survive \(ARTS\) and Students from High Tech High Chula Vista](#)
4. [California Cannabis Control Summit 2019 - Mayor Alejandra Sotelo-Solis, Roberto Contreras, Deputy City Attorney and Lieutenant Greg Seward. \(Mayor's Office, City Attorney and National City Police Department\)](#)

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

5. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
6. [Approval of the Minutes of the Special Meetings of the City Council of the City of National City of October 4, 2016 and January 22, 2019, and the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of October 4, 2016 and the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of January 22, 2019. \(City Clerk\)](#)

7. Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell (formerly “National Joint Powers Alliance”) Contract #120716-NAF with National Auto Fleet Group for the purchase and build-out of one (1) 2019 Ford Super Duty F-450 DRW (X4G) Stencil Truck in an amount not to exceed \$124,671.85. (Engineering/Public Works)
8. Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback onto the City of Encinitas Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. (WCA) to award a contract for grant coordination services in an amount not to exceed \$196,000, funded by a CAL FIRE Urban and Community Forestry Grant. (Engineering/Public Works)
9. Resolution of the City Council of the City of National City Granting a Utility Easement to San Diego Gas & Electric Company (SDG&E) to underground, construct and/or maintain electrical and communications facilities that service Las Palmas Municipal Pool and Camacho Recreation Center; and authorizing the Mayor to sign the Utility Easement. (Engineering/Public Works)
10. Resolution of the City Council of the City of National City authorizing the installation of “No Truck Parking” signage on the east side of Cleveland Avenue, between W. 22nd Street and the driveway in front of 2143 Cleveland Avenue (TSC No. 2019-01). (Engineering/Public Works)
11. Resolution of the City Council of the City of National City authorizing the installation of signage and striping improvements on “F” Avenue to provide access to the new parking lot proposed for student drop-off/pick-up at Olivewood Elementary School (TSC No. 2019-02). (Engineering/Public Works)
12. Resolution of the City Council of the City of National City, 1) approving the following project proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017 - Citywide Radar Speed Feedback Sign Installations; 2) reaffirming to the public and State the City's intent to fund previously proposed and adopted projects with RMRA revenues; and 3) authorizing the establishment of a Gas Tax Fund appropriation of \$1,030,455 for Fiscal Year 2020 and corresponding revenue budget for receipt of RMRA funds. (Engineering/Public Works)

13. [Resolution of the City Council of the City of National City requesting authorization to reprogram \\$21,000.00 of personnel appropriations to materials and supplies for the Housing Inspection Program within the Housing & Economic Development Department's Community Development Block Grant FY 2019 approved budget with no impact to staffing or services covered. \(Housing & Economic Development\)](#)
14. [Warrant Register #37 for the period of 03/06/19 through 03/12/19 in the amount of \\$1,971,657.42. \(Finance\)](#)
15. [Warrant Register #38 for the period of 03/13/19 through 03/19/19 in the amount of \\$487,693.05. \(Finance\)](#)
16. [Warrant Register #39 for the period of 03/20/19 through 03/26/19 in the amount of \\$545,915.60. \(Finance\)](#)

#### **PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

17. [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Chapter 9.06 \(Food vending\), Chapter 10.22 \(Sales activity and solicitation from or affecting vehicles, traffic, public property and areas, and commercial parking areas\), Chapter 10.52 \(Regulations for the use of municipal parks, playgrounds and golf courses\), and adding Chapter 13.30 regarding vending on City sidewalks and pedestrian pathways. \(Applicant: City-Initiated Amendment\) \(Case File 2018-26 A\) \(Planning\)](#)
18. [Public Hearing and Introduction of a Resolution of the City Council of the City of National City of Proposed Policy on small cells equipment which delegates Authority to the City Manager to Negotiate a License Agreement with the Concurrence of the City Attorney. \(City Attorney\) \\*\\*Companion Item #19\\*\\*](#)
19. [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending section 18.30.220 of the National City Municipal Code for the regulation of small wireless facilities and other infrastructure deployment. \(City Attorney\) \\*\\*Companion Item #18\\*\\*](#)

#### **NON CONSENT RESOLUTIONS**

20. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with NV5, Inc., increasing the not-to-exceed amount by \\$250,000 \(25% increase\) for a total of \\$1,250,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; construction management, inspections](#)

- and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; ADA compliance; GIS; utility design and coordination; construction support; community outreach and communications. (Engineering/Public Works)
21. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with STC Traffic, Inc., increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; architecture; construction management and inspections; traffic signal communications infrastructure and systems integration; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications. (Engineering/Public Works)
  22. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Project Professionals Corporation, increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications. (Engineering/Public Works)
  23. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Kimley Horn & Associates, Inc., increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; architecture; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications. (Engineering/Public Works)
  24. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Innovative Construction Consulting Services, LLC, increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews;

- constructability reviews; community outreach and communications. (Engineering/Public Works)
25. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with D-Max Engineering, Inc., increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; environmental planning; compliance and assessments; construction support; plan reviews; community outreach and communications. (Engineering/Public Works)
  26. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Neri Landscape Architects, increasing the not-to-exceed amount by \$250,000 (25% increase) for a total of \$1,250,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications. (Engineering/Public Works)
  27. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Randall Lamb Associates, Inc., increasing the not-to-exceed amount by \$250,000 (25% increase), for a total of \$1,250,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; mechanical, electrical and plumbing engineering; air barrier auditing and commissioning; energy solutions; construction support; plan reviews; constructability reviews; community outreach and communications. (Engineering/Public Works)
  28. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with SCST, LLC, increasing the not-to-exceed amount by \$125,000 (25% increase) for a total of \$625,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical, soils and materials testing. (Engineering/Public Works)
  29. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with KTU&A, increasing the not-to-exceed amount by \$250,000 (25% increase) for a total of \$1,250,000 extending the term of the Agreement by one year to

[June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications. \(Engineering/Public Works\)](#)

**NEW BUSINESS**

- 30. [CalPERS Pension Cost Update. \(Finance\)](#)
- 31. [No vacancy in the Office of the City Clerk due to retirement delay. \(City Attorney\)](#)

**B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

**CONSENT RESOLUTIONS - HOUSING AUTHORITY**

**PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

**NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

- 32. [Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the full repayment of an unsecured loan with a current balance of \\$4,941,000 made by the City of National City to fund the acquisition of land for the Paradise Creek Affordable Housing Project and to be paid from the proceeds of the sale of the improvements at Kimball and Morgan Towers. \(Housing & Economic Development\)](#)

**NEW BUSINESS - HOUSING AUTHORITY**

**C. REPORTS**

**STAFF REPORTS**

**MAYOR AND CITY COUNCIL**

**CLOSED SESSION REPORT**

**ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - May 7, 2019 - 6:00 p.m. - Council Chambers - National City, California.

Special Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Budget Workshop - Wednesday - April 24, 2019 - 6:00 p.m. - Council Chambers - National City, California

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#### CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 2, 2019 - City Council Meeting - Dispensed With  
July 16, 2019 - City Council Meeting - Dispensed With

The following page(s) contain the backup material for Agenda Item: [National City Proclaims San Ysidro Health Day](#)  
Please scroll down to view the backup material.



**Item # \_\_\_\_**  
**04/16/19**

**National City Proclaims San Ysidro Health Day**

**Proclamation Forthcoming**

The following page(s) contain the backup material for Agenda Item: [National City Proclaims April as Arts, Culture and Creativity Month](#)  
Please scroll down to view the backup material.

**Item # \_\_\_\_**  
**04/16/19**

**National City Proclaims April as  
Arts, Culture and Creativity Month**

**Proclamation Forthcoming**

The following page(s) contain the backup material for Agenda Item: [Public Space Interventions Youth Designs - James Halliday from A Reason to Survive \(ARTS\) and Students from High Tech High Chula Vista](#)

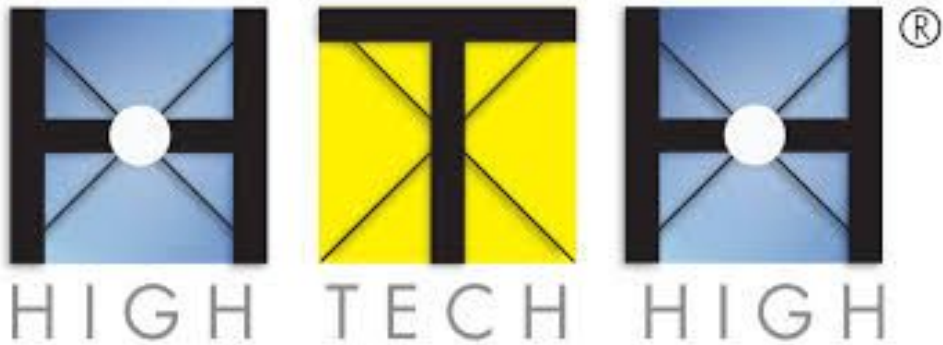
Please scroll down to view the backup material.

Item # \_\_\_\_

04/16/19

**Public Space Interventions Youth Designs  
James Halliday from A Reason To Survive (ARTS)  
and Students from High Tech High Chula Vista**

# Public Space Interventions Youth Designs

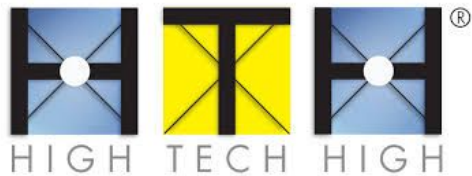


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# Public Spaces in National City activated and reimaged by our local youth.

- to bring community together
- to beautify our shared spaces
- to tap into the creative capital of our youth and empower them to change their community



# Anchor Park

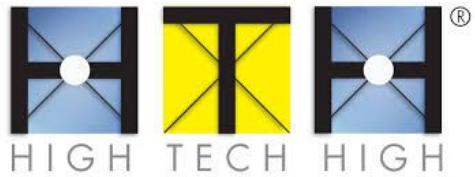


# Proposed Project Idea





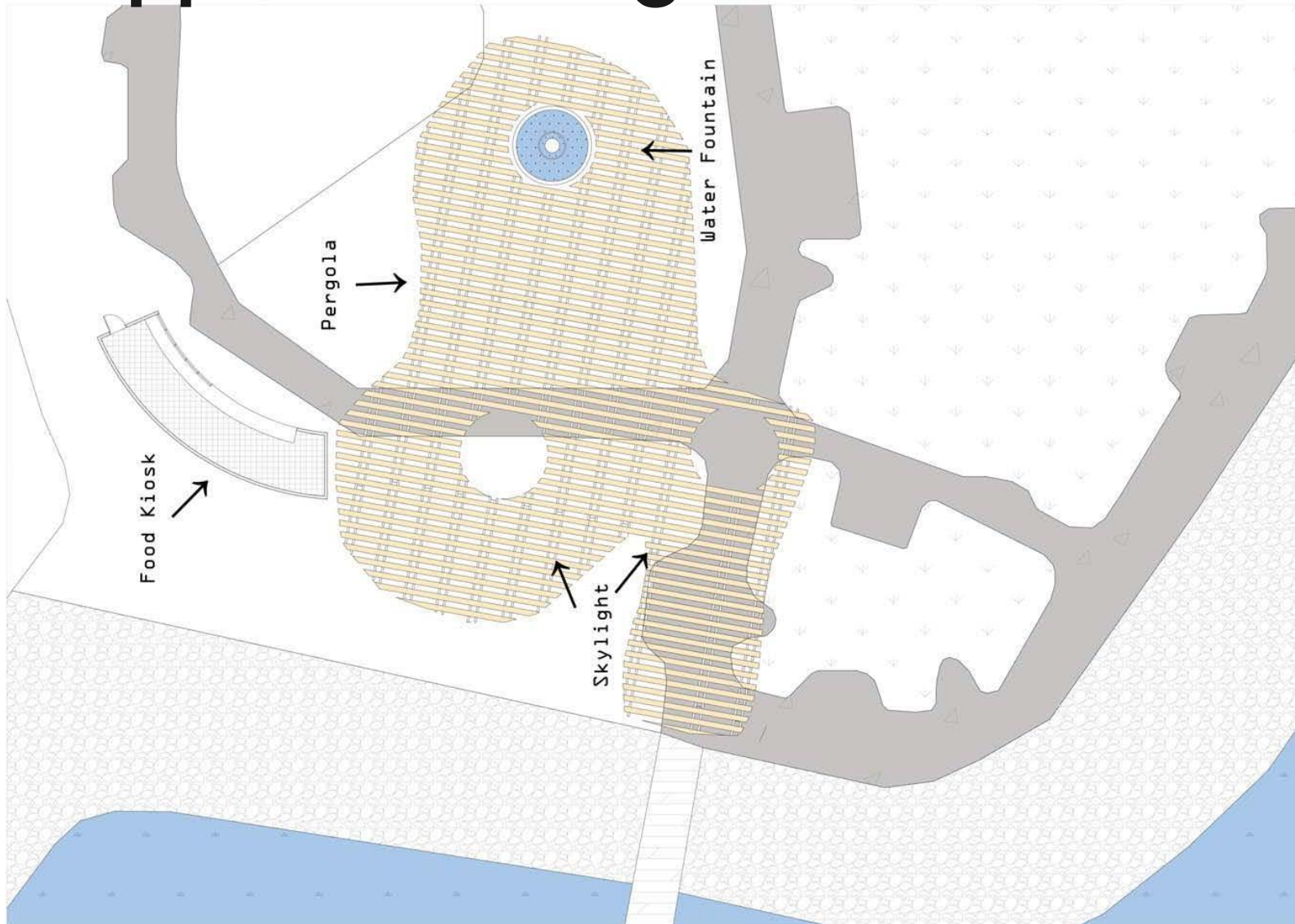




# Pepper Park Pergola



# Pepper Park Pergola



**1** Site Plan  
scale:  $\frac{1}{8}$ " = 1'-0"

HIGHTECH HIGH  
CHULA VISTA

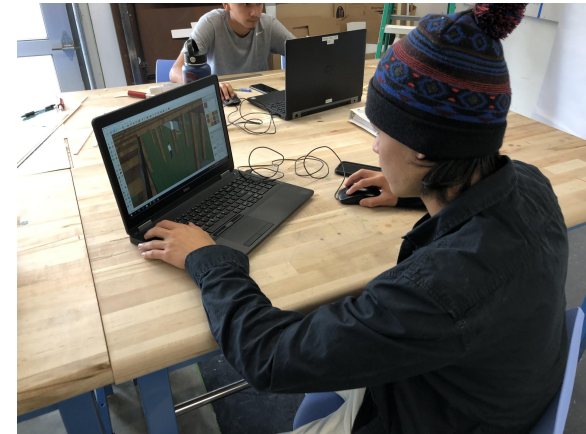
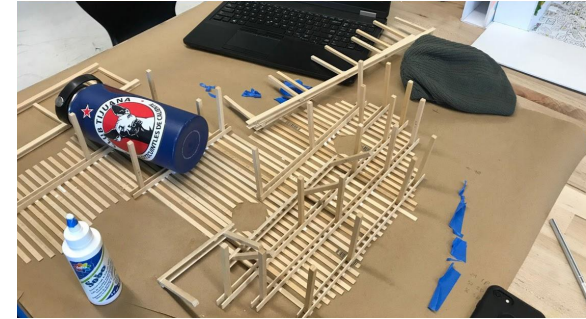
Design Proposal For:  
**Pepper Park**  
3299 Tidelands Ave, National City, CA 91950

DRAFTED BY:  
Nicholas Rodriguez  
Michael Savala  
Anthony Barron  
Arthur Sykes

DATE:  
03/18/19

DRAWING TITLE:  
**Site Plan**

SHEET NUMBER:  
**A-01**

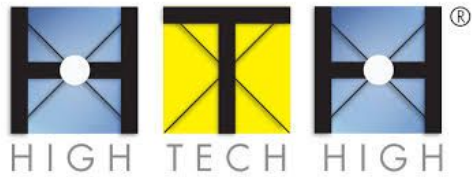




# Pepper Park Pergola



Conceptual Render



# Kimball Way Park



# Park on the Hill



Before



After



# Kimball Way Mural





# Kimball Way Mural



**PARADISE CREEK  
KIMBALL WAY  
MURAL**

IN COLLABORATION WITH

 **Walmart**

**ARTS**

JOIN US FOR THE INSTALLATION OF THE PARADISE CREEK KIMBALL WAY MURAL. A DAY OF FUN AND INTERACTIVE ART ACTIVITIES AND A CELEBRATION OF THE NEW COMMUNITY MURAL!

**SATURDAY, APRIL 13TH  
FROM 10 AM - 4 PM**

**WHERE: KIMBALL WAY FENCE, BEHIND WALMART PARKING LOT  
(LOOK FOR THE YELLOW BALLOONS)**

**BRING YOUR OWN WATER BOTTLE, HAT,  
AND WEAR CLOSED-TOED SHOES FOR SAFETY PURPOSES!**

For more information, please contact ARTS at 619-297-ARTS (2787) or email us at [hello@aresortosurvive.org](mailto:hello@aresortosurvive.org).  
Also check out our Facebook event: Kimball Way Mural.





ARTS

The following page(s) contain the backup material for Agenda Item: [California Cannabis Control Summit 2019 - Mayor Alejandra Sotelo-Solis, Roberto Contreras, Deputy City Attorney and Lieutenant Greg Seward. \(Mayor's Office, City Attorney and National City Police Department\)](#)

Please scroll down to view the backup material.

**Item # \_\_\_\_**

**04/16/19**

**California Cannabis Control Summit 2019 -  
Mayor Alejandra Sotelo-Solis, Roberto Contreras,  
Deputy City Attorney and Lieutenant Greg Seward**

**(Mayor's Office, City Attorney and National City Police Department)**

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

Please scroll down to view the backup material.

Item # \_\_\_\_  
04/16/19

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Special Meetings of the City Council of the City of National City of October 4, 2016 and January 22, 2019, and the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of October 4, 2016 and the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of January 22, 2019. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
04/16/19

**APPROVAL OF THE MINUTES OF THE SPECIAL MEETINGS  
OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
OF OCTOBER 4, 2016 AND JANUARY 22, 2019 AND THE  
REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY  
DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY OF OCTOBER 4, 2016, AND  
THE ADJOURNED REGULAR MEETING OF THE CITY  
COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION  
– HOUSING AUTHORITY OF THE CITY OF NATIONAL  
CITY OF JANUARY 22, 2019.**

(City Clerk)



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

**October 4, 2016**

The Special Meeting of the City Council of the City of National City was called to order at 5:00 p.m. by Mayor Ron Morrison.

**ROLL CALL**

Council members present: Cano, Mendivil, Morrison, Rios, Silva, Sotelo-Solis.

**CITY COUNCIL**

**CLOSED SESSION**

1. Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)  
Three Potential Cases
2. Public Employee Appointment  
Title: Interim City Attorney  
Government Code Section 54957
3. Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation Pursuant to Government Code Section  
54956.9(d)(2) and (e)(1)  
One Claim/Potential Case

**OPEN SESSION**

**LABOR RELATIONS CITY ATTORNEY (605-11-1)**

4. Resolution No. 2016-152. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPOINTING AN INTERIM CITY ATTORNEY.  
(City Attorney)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** The Resolution was adopted by unanimous vote.

5. **CLOSED SESSION REPORT**

City Attorney Claudia Silva reported that the City Council, by a 5 to 0 vote, authorized initiation of litigation for the three (3) potential litigation cases in Item No. 1. There was no report for Item No. 3

**ADJOURNMENT**

The meeting was adjourned to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, October 4, 2016 at 6:00 p.m. at the Council Chamber, National City, California.

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City Clerk

The foregoing minutes were approved at the Regular Meeting of April 16, 2019.

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Mayor

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

**October 4, 2016**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:13 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams, Ybarra.  
Others present: City Treasurer Mitch Beauchamp and Student Representative Jose Estrada.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**PUBLIC COMMENTS**

David Garcia, National City Rotary Club President, spoke in regards to the parking situation on 24<sup>th</sup> and 8<sup>th</sup> Street and asked that there be other options to promote more use of public transportation. He also thanked the City for partaking in the upcoming Maytime Band Review.

Sunshine Horton, National City, shared inspirational quotes.

Brian Clapper, National City, invited the Council to the Maytime Band Review Committee fundraiser reception on October 6<sup>th</sup> and thanked the City for cooperating and working hard in the parade.

**INTERVIEWS / APPOINTMENTS**

**BOARDS & COMMISSIONS ADMIN (101-1-1)**

1. Interviews and Appointments: Boards & Commissions. (City Clerk)  
**ACTION:** Lance Mirkin and Coyote Moon interviewed.

**CITY COUNCIL**

**CONSENT CALENDAR**

**ADOPTION OF CONSENT CALENDAR.** Item No. 2 (NCCMC), Item No. 3 (Minutes), Item Nos. 4 through 10 (Resolution No. 2016-153 through 2016-159), Item No. 11 (Report), Item Nos. 12 and 13 (Warrant Registers). Motion by Cano, seconded by Mendivil, to approve the Consent Calendar. Carried by unanimous vote.

**MUNICIPAL CODE 2016 (506-2-31)**

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

**ACTION:** Approved. See above.

**APPROVAL OF MINUTES**

3. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING OF THE CITY OF NATIONAL CITY OF SEPTEMBER 6, 2016. (City Clerk)

**ACTION:** Approved. See above.

**CONTRACT (C2016-48)**

4. Resolution No. 2016-153. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS, A CALIFORNIA PUBLIC AGENCY (SANDAG), ON BEHALF OF THE AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM, A CALIFORNIA JOINT POWERS AGENCY (ARJIS), COLLECTIVELY REFERRED TO HEREIN AS SANDAG-ARJIS, CONTRIBUTING MEMBER AGENCIES (CMAS) THAT CONTRIBUTE LAW ENFORCEMENT DATA TO THE ARJIS ENTERPRISE, AND PARTICIPATING MEMBER AGENCIES (PMAS) FOR THE USE AND ACCESS OF REGIONAL DATA IN THE AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM ENTERPRISE. (Police)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**GRANT / PUBLIC SAFETY (206-4-27)**

5. Resolution No. 2016-154. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE 30-DAY REVIEW AND PUBLIC COMMENT OF THE NATIONAL CITY POLICE DEPARTMENT'S GRANT APPLICATION IN THE AMOUNT OF \$25,397 TO THE 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM TO PURCHASE MOTOROLA HANDHELD RADIOS, AND TACTICAL SWAT VESTS, AND AUTHORIZING THE ACCEPTANCE OF THE GRANT AWARD, AND AUTHORIZING THE EXPENDITURE OF GRANT FUNDS. (Police)

**ACTION:** Adopted. See above.

**CONTRACT (C2016-11)**

6. Resolution No. 2016-155. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) INCREASING THE CONTRACT WITH FORDYCE CONSTRUCTION, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$120,000, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$494,077.75, TO PROVIDE ADDITIONAL REPAIRS AND FACILITY IMPROVEMENTS TO ADDRESS UNFORESEEN CONDITIONS DISCOVERED DURING CONSTRUCTION OF THE LAS PALMAS PARK MUNICIPAL POOL/CAMACHO GYM/FIRE STATION 31 IMPROVEMENTS PROJECT, CIP NO. 16-02; 2) RATIFYING EXECUTION OF CHANGE ORDER NO. 7 IN THE AMOUNT OF \$50,835 TO PROPERLY DISPOSE OF ASBESTOS AND LEAD-BASED PAINT MATERIALS CONTAINED IN THE BUNGALOWS LOCATED IN THE PEPPER PARK PARKING LOT; AND 3) AUTHORIZING THE APPROPRIATION OF \$25,000 IN THE FIRE STATION 31 IMPROVEMENTS CIP EXPENDITURE ACCOUNT FROM GENERAL FUND FUND BALANCE. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**FINANCIAL MANAGEMENT 2016-2017 (204-1-32)**

7. Resolution No. 2016-156. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$8,291.78 FROM THE COUNTY OF SAN DIEGO LOWER SWEETWATER FIRE PROTECTION DISTRICT "EQUIPMENT REPLACEMENT PLAN" AND AUTHORIZE THE PURCHASE OF TWO TREADMILLS FOR THE NATIONAL CITY FIRE DEPARTMENT. (FIRE)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**PARKING & TRAFFIC CONTROL ADMIN 2016 (801-2-37)**

8. Resolution No. 2016-157. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 80 FEET OF BUS LOADING WITH SIGNAGE, MONDAY TO FRIDAY FROM 9:00AM TO 1:00PM, ON THE WEST SIDE OF "F" AVENUE JUST SOUTH OF E. 18TH STREET, ADJACENT TO THE STEIN FAMILY FARM, TO ALLOW FOR LOADING AND UNLOADING OF STUDENTS DURING FIELD TRIPS (TSC NO. 2016-06). (Engineering/Public Works)  
**ACTION:** Adopted. See above.

**PARKING & TRAFFIC CONTROL ADMIN 2016 (801-2-37)**

9. Resolution No. 2016-158. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 40 FEET OF ADDITIONAL RED CURB "NO PARKING" ON THE NORTH SIDE OF E. 8TH STREET, JUST EAST OF ARCADIA AVENUE, TO ENHANCE VISIBILITY FOR DRIVERS EXITING ARCADIA AVENUE ONTO E. 8TH STREET (TSC NO. 2016-07). (Engineering/Public Works)  
**ACTION:** Adopted. See above.

**PARKING & TRAFFIC CONTROL ADMIN 2016 (801-2-37)**

10. Resolution No. 2016-159. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB HANDICAP PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE AT 127 ½ W. 12TH STREET (TSC NO. 2016-10). (Engineering/Public Works)  
**ACTION:** Adopted. See above.

**FINANCIAL MANAGEMENT 2016-2017 (204-1-32)**

11. Investment transactions for the month ended July 31, 2016. (Finance)  
**ACTION:** Accepted and filed. See above.

**WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)**

12. Warrant Register #9 for the period of 08/24/16 through 08/30/16 in the amount of \$4,188,630.32. (Finance)  
**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)**

13. Warrant Register #10 for the period of 08/31/16 through 09/06/16 in the amount of \$1,387,773.65. (Finance)  
**ACTION:** Ratified. See above.

## PUBLIC HEARINGS

Member Cano recused himself and left the Chambers prior to consideration of Item No. 14

### CONDITIONAL USE PERMITS 2016 (403-31-1)

14. Continued Public Hearing – Conditional Use Permit for beer and wine sales at Gama Produce located at 1605 East 4th Street. (Applicant: Susana Maza) (Case File 2015-28 CUP) (Planning)

**RECOMMENDATION:** Staff recommends approval of the Conditional Use Permit.

**TESTIMONY:** Eight speakers spoke in support of the CUP. Nine speakers spoke in opposition to the CUP

**ACTION:** Motion by Sotelo-Solis, seconded by Mendivil, to close the Public Hearing. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: Cano. Absent: None.

Motion by Sotelo-Solis, seconded by Rios, to approve the CUP subject to conditions of approval and based on the findings of the staff report. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Mendivil, Morrison. Abstain: Cano. Absent: None.

Member Cano returned to the Council Chamber.

## ORDINANCES FOR INTRODUCTION

### MUNICIPAL CODE 2016 (506-2-31)

15. AN ORDINANCE OF THE CITY COUNCIL REPEALING CHAPTER 10.18 (BEEKEEPING) AND ADDING CHAPTER 8.34 TO TITLE 8 OF THE NATIONAL CITY MUNICIPAL CODE TO ALLOW BEEKEEPING IN THE CITY OF NATIONAL CITY. (APPLICANT CITY-INITIATED) (CASE FILE 2016-05 A) (PLANNING)

**TESTIMONY:** A representative from Olivewood Gardens National City, spoke in support.

City Treasurer Mitch Beauchamp pointed out the benefits of having local honey accessible to residents.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to adopt the Ordinance. Carried by unanimous vote.

## ORDINANCES FOR ADOPTION

### MUNICIPAL CODE 2016 (506-2-31)

16. Ordinance No. 2016-2413. ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADDING CHAPTER 2.62 TO THE NATIONAL CITY MUNICIPAL CODE ADOPTING INFORMAL BIDDING PROCEDURES UNDER THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (CUPCCAA). (Engineering/Public Works)  
**RECOMMENDATION:** Adopt the Ordinance.  
**TESTIMONY:** None.  
**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to adopt the Ordinance. Carried by unanimous vote.

## NON CONSENT RESOLUTIONS

### ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN (1104-1-1)

17. Resolution No. 2016-160. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING INFORMAL BIDDING PROCEDURES UNDER THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT AND THOSE ADDITIONAL ACCOUNTING PROCEDURES ESTABLISHED BY THE CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION. (Engineering/Public Works)  
**RECOMMENDATION:** Adopt the Resolution.  
**TESTIMONY:** None.  
**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

## NEW BUSINESS

### CITY MANAGER / REPORTS ADMIN (1104-1-12) BOARDS & COMMISSIONS ADMIN (101-1-1)

18. City Manager Working Group Report and Recommendation on the Creation of a Military Advisory Committee. (City Manager)  
**RECOMMENDATION:** City Council accept the report and authorize the creation of a Military Advisory Committee.  
**TESTIMONY:** Armando Tellez, Military Advisory Committee, spoke on the importance of continuing the representation and support of veterans and military community year-round. Written correspondence was received from Shirley Ferrill and Victor Barajas in support.  
**ACTION:** Motion by Rios, seconded by Sotelo-Solis, to approve staff recommendation within the provisions of State law. Carried by unanimous vote.



**NEW BUSINESS (cont.)**

**LEAGUE OF CA CITIES ADMIN (104-2-1)**

19. City Council Review of League of California Cities 2016 Annual Conference Resolution. (City Manager)

**RECOMMENDATION:** City Council consider the League's Resolution and determine National City's position so that our voting delegates can represent the City's position during the League conference from October 5-7 in Long Beach, CA.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

**BOARDS & COMMISSIONS ADMIN (101-1-1)**

20. Report from the Civil Service Commission to the City Council of the City of National City. (Human Resources)

**RECOMMENDATION:** Accept and file report.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to file the report. Carried by unanimous vote.

**COUNCIL MEETINGS REGS / SCHEDULE ADMIN (102-7-1)**

21. Dispensing with the January 3, 2017 Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City. (City Clerk)

**RECOMMENDATION:** Adopt a motion dispensing with the January 3, 2017 Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City.

**TESTIMONY:** None.

**ACTION:** Motion by Mendivil, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

**B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

**NON CONSENT RESOLUTIONS – HOUSING AUTHORITY**

Member Sotelo-Solis recused herself from participating in consideration of Item No. 22 pending advice from the FPPC regarding her employment with a non-profit entity that may in the future be involved in similar housing projects. Member Sotelo-Solis left the Chambers at 8:35 p.m.

**NON CONSENT RESOLUTIONS – HOUSING AUTHORITY (cont.)**

**CONTRACT (C2016-49)**

**HOUSING AUTHORITY 2016 (404-1-5)**

22. Resolution No. 2016-42. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN EXCLUSIVE NEGOTIATING AGREEMENT (ENA) BY AND BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AND COMMUNITY HOUSINGWORKS, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION, AND MERCY HOUSING CALIFORNIA, INC., A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION FOR THE RECAPITALIZATION AND REHABILITATION OF KIMBALL AND MORGAN TOWERS LOCATED AT 1317 AND 1415 D AVENUE IN NATIONAL CITY. (Housing & Economic Development)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** Mary Jane Jagodzinski, Community HousingWorks, gave a presentation and discussed Morgan and Kimball Towers and her organization's involvement and background.

Doug Shoemaker, Mike Liebe, and Jonathan Wolf, Mercy Housing, covered background on operating, resident services and property management aspects of their organization.

Anne Wilson and Carmen Amigon, Community HousingWorks, made concluding remarks about the importance of senior housing in the City and the advantages of the Exclusive Negotiating Agreement process (ENA).

Walter Heiberg, representing Chelsea Investments, provided background on his organization; spoke against the Resolution and suggested a different selection process such as a sub-committee of the City Council or a Request for Proposal (RFP).

Paul Downey, representing Serving Seniors, provided background on his organization; concurred with Mr. Heiberg and suggested doing a modified RFP and asking all the competing organizations to present their financial model.

Mohsen Sasabe, Encinitas, spoke in support and appreciation for Mercy Housing.

Colin Rice, representing Morgan-Kimball Community Partners, urged the Council to reject the staff recommendation due to the staff process and recommendation being fundamentally flawed.

Judy Moreno and Patricia Britt, Encinitas, spoke in support of Mercy Housing.

Brian Clapper, National City, spoke in support of the RFP process.

**NON CONSENT RESOLUTIONS – HOUSING AUTHORITY (cont.)**

**CONTRACT (C2016-49)**

**HOUSING AUTHORITY 2016 (404-1-5)**

22. Resolution No. 2016-42 (continued).

**TESTIMONY (cont.):** Mitch Thompson, Applicant, partner in the Morgan Community Partner Group, said he believes that the staff recommendations were flawed and questioned how the Council is able to make a decision based on a flawed evaluation process.

Rosalia Salinas, Community Housing Works Board Member, asked the Council to consider supporting the staff recommendation to rehabilitate Kimball Morgan Towers.

Juan Gallegos, National City, spoke in support of Community Housing Works.

Ken Seaton-Msemaji, National City, spoke in support of rehabilitating Kimball Morgan Towers and using the RFP process.

Lisa Cuestas, Casa Familiar, briefed the Council on Casa Familiar and shared concerns over selection process and disappointment that Casa Familiar was ranked last on the recommendation list.

Roberto Garcia, National City Planning Commissioner, spoke in support of the staff recommendation.

Erin Panichkul, Environmental Health Coalition, spoke in support of Community Housing Works.

Sue Reynolds, Community Housing Works, spoke in support of staff's recommendation.

**ACTION:** Motion by Morrison, seconded by Cano, to hold a Special Meeting on October 25, 2016 at 5:00 p.m. to hear the same 20-minute presentations under the same guidelines, and review the same written materials from all five (5) responders that were made to the selection committee. Motion carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: Sotelo-Solis. Absent: None.

Member Sotelo-Solis returned to the Chamber at 10:35 p.m.

**C. REPORTS**

**STAFF REPORTS**

**CITY ATTORNEY REPORTS (509-1-3)**

23. City Attorney Claudia Silva expressed her gratitude and appreciation to the Council, staff and public for the honor and privilege of serving as City Attorney for the past 6 years and reviewed many of the highlights and accomplishments during her tenure. (City Attorney)

## MAYOR AND CITY COUNCIL

Member Mendivil expressed his excitement and thanked staff for rolling out the 'Together We Can' program and encouraged the Council and community to be engaged.

Member Sotelo-Solis congratulated City Attorney Silva on her new position as Deputy County Council for the County of San Diego; commented on the earthquake warnings and encouraged everyone to prepare themselves and offered her condolences to the family from El Cajon who suffered a tragic loss.

Member Rios informed the City Council that about a dozen members of American Legion Post 255 members went out and collected trash and wanted the Council to know that they are doing their part to clean up National City. She announced that Saturday November 5<sup>th</sup> will be a bulky trash item collection day

Member Cano announced that he attended the 'Use of Lethal Force' training and said that a lot of people were against it. He thanked the Chief of Police and his staff for their good work.

Mayor Morrison commended everyone for pulling together irrespective of the unfortunate series of events that occurred the previous week. He announced upcoming events such as the Maytime Band Review, Salute to the Navy, State of the City, and Day of the Dead.

## CLOSED SESSION REPORT

City Attorney Claudia Silva stated that Council met in Closed Session and authorized initiation of litigation on three (3) matters. Each one was on a 5-0 vote. There was nothing to report on the last item. (See attached Exhibit 'L')

## ADJOURNMENT

Motion by Sotelo-Solis, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, October 18, 2016 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 11:02 p.m.

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City Clerk

The foregoing minutes were approved at the Regular Meeting of April 16, 2019.

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Mayor

## EXHIBIT 'L'



### AGENDA OF A SPECIAL MEETING

#### CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room  
Civic Center  
1243 National City Boulevard  
National City, California

Special Meeting - Tuesday, October 4, 2016 – 5:00 p.m.

#### ROLL CALL

#### CITY COUNCIL

#### CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)  
Three Potential Cases
2. Public Employee Appointment  
Title: Interim City Attorney  
Government Code Section 54957
3. Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) and (e)(1)  
One Claim/Potential Case

#### OPEN SESSION

4. Resolution of the City Council of the City of National City appointing an Interim City Attorney.  
(City Attorney)
5. Closed Session Report

#### ADJOURNMENT

Next Regular City Council Meeting: Tuesday, October 4, 2016, 6:00 p.m., Council Chambers, Civic Center

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

**January 22, 2019**

The Special Meeting of the City Council of the City of National City was called to order at 5:03 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

**ROLL CALL**

Council / Board members present: Cano, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Morris-Jones, Yano.

**CITY COUNCIL**

**OPEN SESSION**

**PUBLIC COMMENTS** – None.

Members retired into Closed Session at 5:03 p.m.

**CLOSED SESSION**

1. Conference with Legal Counsel – Pending Litigation  
Existing Litigation under Government Code Section 54956.9(d)(1)  
*McKercher v. Morrison*  
USDC 18-CV-01054-JM-BLM
2. Conference with Legal Counsel – Pending Litigation  
Existing Litigation under Government Code Section 54956.9(d)(1)  
*Stephen Miranda v. City of National City, et al.*  
SDSC Case No. 37-2017-00050087-CU-PO-CTL
3. Conference with Legal Counsel – Potential Litigation: One case  
Potential Litigation Pursuant to Government Code Section 54956.9(e)(1)
4. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Irene Mosley, Jose Tellez, and Lilia Muñoz  
Employee Organization: Police Officers' Association
5. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Robert Hernandez, Irene Mosley, and Lilia Muñoz  
Employee Organization: Firefighters' Association

**ADJOURNMENT**

Next Adjourned Regular City Council Meeting: Tuesday, January 22, 2019 - 6:00 p.m.,  
City Council Chambers, Civic Center – National City, California.

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City Clerk

The foregoing minutes were approved at the Adjourned Regular Meeting of  
April 16, 2019.

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Mayor

DRAFT

**DRAFT      DRAFT      DRAFT**

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

**January 22, 2019**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:00 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

**ROLL CALL**

Council / Board members present: Cano, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Denham, Duong, Morris-Jones, Mosley, Parra, Raulston, Roberts, Rodriguez, Tellez, Williams, Yano, Ybarra.  
Others present: City Treasurer Mitch Beauchamp, Student Representative Danielle Cruz.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY STUDENT REPRESENTATIVE DANIELLE CRUZ**

**ADDITIONAL ITEM ADDED**

**PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)**

The Mayor and Council presented Certificates of Adjournment/Memorial Certificates in honor and memory of Library Board of Trustees Board member Ms. Gloria Bird and Ms. Ruth Goldschmiedova Sax to family members. Mayor Sotelo-Solis read the highlights of each recipient's achievements.

**PUBLIC COMMENTS**

Joan Rincon, National City, spoke on issues regarding regulation of rented electric scooters in National City.

**PROCLAMATIONS AND CERTIFICATES**

**PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)**

1. First 2019 Baby Born in San Diego County from National City
2. Human Trafficking Awareness Month

**AWARDS AND RECOGNITIONS**

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)**

3. Introduction of New Employee - Karim Galeana, Finance Manager. (Finance)



**AWARDS AND RECOGNITIONS (cont.)**

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)**

4. Retiree Service Recognition - Tiny Tots Teachers Debbie Shinn and Sharon Johnson. (Community Services)

**PRESENTATIONS**

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)**

5. National City's Safe Routes to School Program - Rady Children's Hospital - San Diego. (Engineering/Public Works)

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)**

6. Road to 2020 Census - Roberto Garcia, Partnership Specialist, San Diego County, U.S. Census Bureau. (City Manager)

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)**

7. Update on Port of San Diego Activity (City Manager)

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2019 (102-10-14)**

8. 11th Annual "A Kimball Holiday", Reindeer Dash and Neighborhood Council Breakfast with Santa, held on December 7 and 8, 2018. (Community Services)

**CITY COUNCIL**

**CONSENT CALENDAR**

**ADOPTION OF CONSENT CALENDAR.** Item No. 9 (NCCMC), Item No. 10 (Minutes), Item Nos. 11 through 16 (Resolution Nos. 2019-01 through 2019-06), Item No. 17 (Temporary Use Permit), Item Nos. 18 through 21 (Warrant Registers). Motion by Morrison, seconded by Cano, to approve the Consent Calendar. Carried by unanimous vote.

**MUNICIPAL CODE 2019 (506-2-34)**

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

**ACTION:** Approved. See above.

**CONSENT CALENDAR (cont.)**

**GENERAL ADMIN (103-2-1)**

10. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF JULY 17, 2018 AND THE ADJOURNED REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF JULY 18, 2018 AND JULY 24, 2018 AND THE SPECIAL MEETINGS OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF AUGUST 20, 2018 AND JANUARY 7, 2019. (City Clerk)

**ACTION:** Approved. See above.

**CONTRACT (C2012-30)**

11. Resolution No. 2019-01. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH RADY CHILDREN'S HOSPITAL – SAN DIEGO TO PROVIDE SUPPORT SERVICES FOR NATIONAL CITY'S SAFE ROUTES TO SCHOOL (SRTS) PROGRAM, INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$300,000, FOR A TOTAL AGREEMENT AMOUNT OF \$600,000, AND EXTENDING THE TERM OF THE AGREEMENT TO FEBRUARY 15, 2022; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO AGREEMENT. (Engineering/Public Works)

**TESTIMONY:** Joan Rincon, National City, said that any contract of a certain size in terms of money should be voted separately; praised the Rady Children's Hospital staff for their presentation and provided cost-saving suggestions.

**ACTION:** Adopted. See above.

**DEED (D2019-01)**

12. Resolution No. 2019-02. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING AND APPROVING THE RECORDATION OF A GRANT DEED FROM SILVERGATE PLAZA INVESTORS, LLC FOR A STREET EASEMENT FOR A PORTION OF PLAZA BOULEVARD LOCATED AT 1640 E. PLAZA BOULEVARD (APN 557-410-20). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN  
(1104-1-1)**

13. Resolution No. 2019-03. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING AN UPDATED QUALITY ASSURANCE PROGRAM (QAP) THAT PROVIDES SAMPLING AND TESTING PROCEDURES TO ENSURE THAT MATERIALS INCORPORATED INTO CONSTRUCTION PROJECTS ARE IN CONFORMANCE WITH THE CONTRACT SPECIFICATIONS AND CALTRANS REQUIREMENTS FOR FEDERAL-AID PROJECTS. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONTRACT (C2015-49)**

14. Resolution No. 2019-04. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A TWO-YEAR AGREEMENT WITH AIR QUALITY COMPLIANCE SOLUTIONS, INC., DBA; RELY ENVIRONMENTAL FOR A NOT-TO-EXCEED AMOUNT OF \$300,000 TO PROVIDE ON-CALL ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES INVOLVING WATER QUALITY, AIR QUALITY, AND HAZARDOUS MATERIALS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**FIRE DEPT ADMIN (305-1-1)**

15. Resolution No. 2019-05. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220 (B) FOR THE SOLE SOURCE PURCHASE OF 24 SETS OF NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODE NO. 1851 COMPLIANT LION BRAND TURNOUT GEAR FROM ALLSTAR FIRE EQUIPMENT FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$61,000.59. (Fire)

**ACTION:** Adopted. See above.

**CONTRACT (C2018-15)**

16. Resolution No. 2019-06. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND MEYERS NAVE, RIBACK, SILVER & WILSON, A PROFESSIONAL LAW CORPORATION, TO INCREASE THE AMOUNT BY \$100,000, FOR THE NOT TO EXCEED TOTAL AMOUNT OF \$150,000, TO PROVIDE LEGAL SERVICES IN THE SPECIALIZED AREA OF LABOR LAW, AND APPROVING AN APPROPRIATION IN THE AMOUNT OF \$60,000 TO THE GENERAL FUND NON-DEPARTMENTAL PROFESSIONAL SERVICES FROM THE GENERAL FUND FUND BALANCE. (Human Resources)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**TEMPORARY USE PERMITS 2019 (203-1-35)**

17. Temporary Use Permit – Inflatable Event hosted by Fun Inflatable Slides at Westfield Plaza Bonita Mall from March 1, 2019 thru August 25, 2019 with no waiver of fees. (Neighborhood Services)  
**ACTION:** Adopted. See above.

**WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)**

18. Warrant Register #21 for the period of 11/14/18 through 11/20/18 in the amount of \$1,955,739.55. (Finance)  
**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)**

19. Warrant Register #22 for the period of 11/21/18 through 11/27/18 in the amount of \$305,820.31. (Finance)  
**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)**

20. Warrant Register #23 for the period of 11/28/18 through 12/04/18 in the amount of \$4,411,033.38. (Finance)  
**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2018 - JUNE 2019 (202-1-33)**

21. Warrant Register #24 for the period of 12/05/18 through 12/11/18 in the amount of \$1,328,774.64. (Finance)  
**ACTION:** Ratified. See above.

**PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

**PLANNING & BUILDING DEPT ADMIN (1104-1-10)**

22. Resolution No. 2019-07. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, MAKING A FINDING OF NO SIGNIFICANT ENVIRONMENTAL EFFECT FOR A GENERAL PLAN AMENDMENT, ZONE CHANGE, AND TENTATIVE SUBDIVISION MAP FOR THE REZONING OF PROPERTY AT EAST 16TH STREET AND M AVENUE FROM SMALL LOT RESIDENTIAL (RS-2) TO MEDIUM-DENSITY MULTI-UNIT RESIDENTIAL (RM-1) IN ORDER TO CONSTRUCT A 29-UNIT RESIDENTIAL DEVELOPMENT AND AUTHORIZING THE FILING OF A NOTICE OF DETERMINATION. (Applicant: Ralph Gonzales) (Case File No. 2017-04 IS) (Planning)

**RECOMMENDATION:** Certify the Mitigated Negative Declaration.

**TESTIMONY:** None.

**PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)**

**PLANNING & BUILDING DEPT ADMIN (1104-1-10)**

22. Resolution No. 2019-07 (continued).

**ACTION:** Motion by Morrison, seconded by Cano, to close the Public Hearing. Carried by the following vote, to-wit: Ayes: Morrison, Rios, Sotelo-Solis. Nays: Cano. Abstain: None. Absent: None.

Motion by Morrison, seconded by Rios, to adopt the Resolution and certify the Mitigated Negative Declaration. Carried by the following vote, to-wit: Ayes: Morrison, Rios, Sotelo-Solis. Nays: Cano. Abstain: None. Absent: None.

**PLANNING & BUILDING DEPT ADMIN (1104-1-10)**

23. Resolution No. 2019-08. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT AND TENTATIVE SUBDIVISION MAP FOR THE REZONING OF PROPERTY AT EAST 16TH STREET AND M AVENUE FROM SMALL LOT RESIDENTIAL (RS-2) TO MEDIUM-DENSITY MULTI-UNIT RESIDENTIAL (RM-1) IN ORDER TO CONSTRUCT A 29-UNIT RESIDENTIAL DEVELOPMENT AND AUTHORIZING THE FILING OF A NOTICE OF DETERMINATION. (Applicant: Ralph Gonzales) (Case File No. 2017-04 GPA, S) (Planning)

**RECOMMENDATION:** Approve the General Plan Amendment, Zone Change, and Tentative Subdivision Map.

**TESTIMONY:** None.

**ACTION:** This item was tabled until February 5<sup>th</sup> to add recommended findings and conditions. There was no vote taken.

**MUNICIPAL CODE 2019 (506-2-34)**

24. PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A ZONE CHANGE FROM SMALL LOT RESIDENTIAL (RS-2) TO MEDIUM-DENSITY MULTI-UNIT RESIDENTIAL (RM-1) FOR A 29-UNIT RESIDENTIAL DEVELOPMENT PROPERTY AT PROPERTY LOCATED AT EAST 16TH STREET AND M AVENUE. (Applicant: Ralph Gonzales) (Case File No. 2017-04 ZC) (Planning)

**RECOMMENDATION:** Approve the Zone Change.

**TESTIMONY:** None.

**ACTION:** Motion by Morrison, seconded by Rios, to close the Public Hearing. Carried by the following vote, to-wit: Ayes: Morrison, Rios, Sotelo-Solis. Nays: Cano. Abstain: None. Absent: None.

Motion by Morrison, seconded by Rios, to introduce the Ordinance. Carried by the following vote, to-wit: Ayes: Morrison, Rios, Sotelo-Solis. Nays: Cano. Abstain: None. Absent: None.

**PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)**

**MUNICIPAL CODE 2019 (506-2-34)**

24. PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE (continued)

City Attorney Morris-Jones clarified that this was introduction of the Ordinance only and there will be a second reading on February 5<sup>th</sup> for the actual adoption.

**RECESS**

A five-minute recess was called at 8:15 p.m.

The meeting was called to order at 8:20 p.m. All members were present.

**MUNICIPAL CODE 2019 (506-2-34)**

25. Ordinance No. 2019-2454. PUBLIC HEARING AND ADOPTION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTED PURSUANT TO GOVERNMENT CODE SECTIONS 36931 AND 36937 AS AN URGENCY MEASURE TO TAKE EFFECT IMMEDIATELY, AMENDING NATIONAL CITY MUNICIPAL CODE CHAPTERS 10.70 AND 10.79 OF TITLE 10 (PUBLIC PEACE, MORALS AND SAFETY) RELATED TO POLICE REGULATED BUSINESS REGULATIONS AND MASSAGE ESTABLISHMENTS. (City Attorney)

**RECOMMENDATION:** Conduct the Public Hearing and adopt the Urgency Ordinance.

**TESTIMONY:** None.

**ACTION:** Motion by Morrison, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Morrison, seconded by Rios, to adopt the Ordinance with urgency findings. Carried by unanimous vote.

City Attorney Morris-Jones clarified that since this is an Urgency Ordinance, and it becomes effective immediately.

**MUNICIPAL CODE 2019 (506-2-34)**

26. Ordinance No. 2019-2455. PUBLIC HEARING AND ADOPTION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTED PURSUANT TO GOVERNMENT CODE SECTIONS 6931 AND 36937 AS AN URGENCY MEASURE TO TAKE EFFECT IMMEDIATELY, AMENDING NATIONAL CITY MUNICIPAL CODE SECTIONS 18.30.030 (ADULT ORIENTED BUSINESSES) AND 18.50.010 (GLOSSARY) OF TITLE 18 (ZONING) RELATED TO MASSAGE ESTABLISHMENTS AND ADDING SECTION 18.30.370 TO TITLE 18 RELATED TO MASSAGE ESTABLISHMENTS. (City Attorney)

**RECOMMENDATION:** Conduct Public Hearing and adopt the Urgency Ordinance.

**TESTIMONY:** None.

**PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)**

**MUNICIPAL CODE 2019 (506-2-34)**

26. Ordinance No. 2019-2455 (continued).

**ACTION:** Motion by Rios, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Morrison, to adopt the Ordinance with urgency findings made. Carried by unanimous vote.

**NON CONSENT RESOLUTIONS**

**FIRE DEPT ADMIN (305-1-1)**

27. Resolution No. 2019-09. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE SQUAD PROGRAM AS A PERMANENT EMERGENCY SERVICE DELIVERY MODEL FOR THE NATIONAL CITY FIRE DEPARTMENT. (Fire)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Rios, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

**COUNCIL POLICY ADMIN (102-13-1)**

28. Resolution No. 2019-10. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING CITY COUNCIL POLICY #901, ENTITLED "MANAGEMENT OF REAL PROPERTY" TO CLARIFY PROCEDURES FOR THE DISPOSITION OF SURPLUS REAL PROPERTY AND FOR THE SALE, LEASE, AND RENTAL OF CITY-OWNED REAL PROPERTY. (Housing and Economic Development)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Cano, seconded by Morrison, to adopt the Resolution. Carried by unanimous vote.

**NEW BUSINESS**

**CONDITIONAL USE PERMITS 2019 (403-32-3)**

29. Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at an existing restaurant (Los Tito's) located at 917 South Euclid Avenue. (Danny Damian) (Case File 2018-13 CUP) (Planning)

**RECOMMENDATION:** Approve the Conditional Use Permit and file the Notice.

**TESTIMONY:** None.

**ACTION:** Motion by Cano, seconded by Morrison, to accept and file the Notice of Decision. Carried by unanimous vote.

**NEW BUSINESS (cont.)**

**FINANCIAL MANAGEMENT 2018-2019 (204-1-34)**

30. Presentation of the City of National City's fiscal year 2020 budget priorities. (Finance)

**FINANCIAL MANAGEMENT 2018-2019 (204-1-34)**

31. Fiscal Year 2018 and 1st Quarter Fiscal Year 2019 Budget Review. (Finance)

**CITY MANAGER / REPORTS ADMIN (1104-1-12)**

32. A Brown Act report regarding the City Manager executing a two-year Employment Agreement between the City of National City and Robert J. Meteau for the position of Human Resources Director with an annual base salary of \$150,018. (City Manager)

**C. REPORTS**

**STAFF REPORTS**

**CITY MANAGER / REPORTS ADMIN (1104-1-12)**

33. Open House - "Meet Your City Officials" to be held from 4:00 p.m. to 6:00 p.m. on January 29, 2019. (City Manager)

**HOUSING & ECONOMIC DEVELOPMENT (206-4-28)**

34. Report of Impacts of partial federal government shutdown on Housing Choice Voucher Program. (Housing & Economic Development)

**MAYOR AND CITY COUNCIL / OTHER ELECTED OFFICIALS**

City Treasurer Mitch Beauchamp said that closing the meeting in Mrs. Bird's honor was a great thing. He added that the ISO rating improvement permeates the cost for businesses and gave kudos to Director of Emergency Services Frank Parra. He suggested keeping the pension issue in mind and to be careful with the budget.

Member Rios read an email on behalf of Student Council Representative Danielle Cruz in regards to accidents and other safety issues near Sweetwater High School.

Motion made by Rios, seconded by Morrison, to request a resolution be placed on the February 5<sup>th</sup> agenda for discussion and possible action regarding support for the 2020 census. Carried by unanimous vote.

Member Rios invited everyone to a free grand opening ceremony and community celebration to join SANDAG, MTS, Caltrans, and the City of Chula Vista, to celebrate the launch of the full service South Bay Rapid line.



**MAYOR AND CITY COUNCIL / OTHER ELECTED OFFICIALS (cont.)**

Member Rios also announced that the Chamber of Commerce's City champions, Steve Manganiello and Martin Reeder, will be recognized and presented an award on Friday, at their annual installation dinner and shared her "Meet with Mona" schedule that is held on Wednesdays from 10 a.m.-1 p.m.

Mayor Sotelo-Solis thanked everyone for a great meeting, the City Attorney and City Manager for briefing her for her first meeting and staff for helping out at the swearing-in ceremony in December and thanked Public Works and Public Safety staff for their work during furlough and the rainy season. She reminded everyone of the Open House next week and the City Council vacancy interviews and announced that she intends to initiate a mayoral Blue Ribbon Advisory Council on housing with the goal to host a town hall forum

Motion by Sotelo-Solis, seconded by Cano, to bring back for discussion on February 5<sup>th</sup>, the mayoral Blue Ribbon Advisory Council with the goal to host a town hall forum. Carried by unanimous vote.

**CLOSED SESSION REPORT**

City Attorney Angil-Morris Jones reported that in regards to Item No. 4, direction and authorization was given by a 4-0 vote. (See attached Exhibit 'L')

**ADJOURNMENT**

The meeting was adjourned in honor of Mrs. Gloria Bird and Ms. Ruth Goldschmiedova Sax.

Motion by Morrison, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – February 5, 2019 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Special Meeting to conduct Interviews to fill a City Council vacancy to be held on Tuesday, January 29, 2019 - 6:00 p.m. - Council Chamber - National City, California.

The meeting closed at 10:02 p.m.

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City Clerk

The foregoing minutes were approved at the Regular Meeting of April 16, 2019.

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Mayor

## EXHIBIT 'L'



### AGENDA OF A SPECIAL MEETING

#### CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room  
Civic Center  
1243 National City Boulevard  
National City, California

Special Meeting - Tuesday, January 22, 2019 – 5:00 p.m.

#### ROLL CALL

#### CITY COUNCIL

#### OPEN SESSION

CALL TO ORDER

ROLL CALL

#### CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigation  
Existing Litigation under Government Code Section 54956.9(d)(1)  
*McKercher v. Morrison*  
USDC 18-CV-01054-JM-BLM
2. Conference with Legal Counsel – Pending Litigation  
Existing Litigation under Government Code Section 54956.9(d)(1)  
*Stephen Miranda v. City of National City, et al.*  
SDSC Case No. 37-2017-00050087-CU-PO-CTL
3. Conference with Legal Counsel – Potential Litigation: One case  
Potential Litigation Pursuant to Government Code Section 54956.9(e)(1)
4. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Irene Mosley, Jose Tellez, and Lilia Muñoz  
Employee Organization: Police Officers' Association
5. Conference with Labor Negotiators – Government Code Section 54957.6  
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Robert Hernandez, Irene Mosley, and Lilia Muñoz  
Employee Organization: Firefighters' Association

#### **ADJOURNMENT**

Next Adjourned Regular City Council Meeting: Tuesday, January 22, 2019, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell \(formerly “National Joint Powers Alliance”\) Contract #120716-NAF with National Auto Fleet Group for the purchase and build-out of one \(1\) 2019 Ford Super Duty F-450 DRW \(X4G\) Stencil Truck in an amount not to exceed \\$124,671.85. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto Sourcewell (formerly "National Joint Powers Alliance") Contract #120716-NAF with National Auto Fleet Group for the purchase and build-out of one (1) 2019 Ford Super Duty F-450 DRW (X4G) Stencil Truck in an amount not to exceed \$124,671.85.

**PREPARED BY:** Ray Roberson, Management Analyst II

**DEPARTMENT:** Engineering/Public Works

**PHONE:** (619) 336-4583

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

644-416-221-511-0000 (Equipment Replacement Reserve): \$124,671.85 |  
\$766,313.58 is appropriated in the FY2019 budget for Engineering/Public Works Department Streets vehicles.

**ENVIRONMENTAL REVIEW:**

N/A

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

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase and build-out of one (1) 2019 Ford Super Duty F-450 DRW (X4G) Stencil Truck for the National City Engineering/Public Works Department.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Quotes
3. Sourcewell Contract #120716-NAF
4. Resolution

Explanation:

The current stencil truck used by the City Public Works Streets Division has exceeded its useful life and is scheduled to be replaced. Staff desires to purchase a new 2019 Ford Super Duty F-450 DRW (X4G) Stencil Truck. Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract #120716-NAF with National Auto Fleet Group to allow for the purchase of one 2019 Ford F-450 DRW (X4G) Stencil Truck.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the Sourcewell Contract #120716-NAF with National Auto Fleet Group 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 National City.

Therefore, staff requests that City Council authorize the Mayor to award the purchase of one 2019 Ford Super Duty F-450 DRW (X4G) Stencil Truck to National Auto Fleet Group in an amount not to exceed \$124,671.85, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing, by piggybacking onto the Sourcewell Contract #120716-NAF.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2019 annual budget. |



## .2019 Fleet/Non-Retail Ford Super Duty F-450 DRW XL 2WD SuperCab 192" WB 84" CA

### WINDOW STICKER

2019 Ford Super Duty F-450 DRW XL 2WD SuperCab 192" WB 84" CA		
CODE	MODEL	MSRP
X4G	2019 Ford Super Duty F-450 DRW XL 2WD SuperCab 192" WB 84" CA	\$40,500.00
<b>OPTIONS</b>		
99Y	ENGINE: 6.8L 3-VALVE SOHC EFI NA V10, (STD)	\$0.00
44P	TRANSMISSION: TORQSHIFT 6-SPEED AUTOMATIC (6R140), -inc: SelectShift (STD)	\$0.00
TFB	TIRES: 225/70RX19.5G BSW AS, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
---	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X48	4.88 AXLE RATIO, (STD)	\$0.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window, Power Locks	\$915.00
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes	\$280.00
18B	PLATFORM RUNNING BOARDS	\$445.00
585	RADIO: AM/FM STEREO/MP3, -inc: 6 speakers, SYNC Communications & Entertainment System, enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls	\$550.00
650A	ORDER CODE 650A	\$0.00
<b>SUBTOTAL</b>		<b>\$42,690.00</b>
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,495.00
<b>TOTAL PRICE</b>		<b>\$44,185.00</b>
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.



Main Office  
 13253 Stanbridge Avenue  
 Downey, California 90242  
 Phone: (562) 803-4447  
 Fax: (562) 803-6506

Manufacturing  
 13065 Tom White Way, Suite D  
 Norwalk, California 90650  
 Phone: (562) 404-8889  
 Fax: (562) 404-7349

## Quick Quote

**Quotation** Stencil Truck - City of National City

**Date** 2/27/2019

**To** Clark Cooper

**Client Name** Wondries Ford

**Fax Number** \_\_\_\_\_

**From** Scott Givens

Quantity	Description	Unit Price	Extended Price
1	TPMT - Roadline Stencil Truck for City of National City	\$74,125.00	\$74,125.00
	Includes:		
	Roadline Stencil Truck Body		
	(2) Paint Systems		
	Invertor		
	Light Bar		
	Customized Stencil Rack		
	Safety Lighting as Needed		
<b>Terms</b>	Net 30 Days	<b>Sub Total</b>	\$74,125.00
<b>FOB Point</b>	National City	<b>Sales Tax</b>	\$0.00
		<b>Shipping</b>	\$0.00
		<b>Grand Total</b>	\$74,125.00

Approved By \_\_\_\_\_



**In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:**

**Fax: (831) 480-8497**

**Mail: National Auto Fleet Group  
490 Auto Center Drive  
Watsonville, CA 95076**

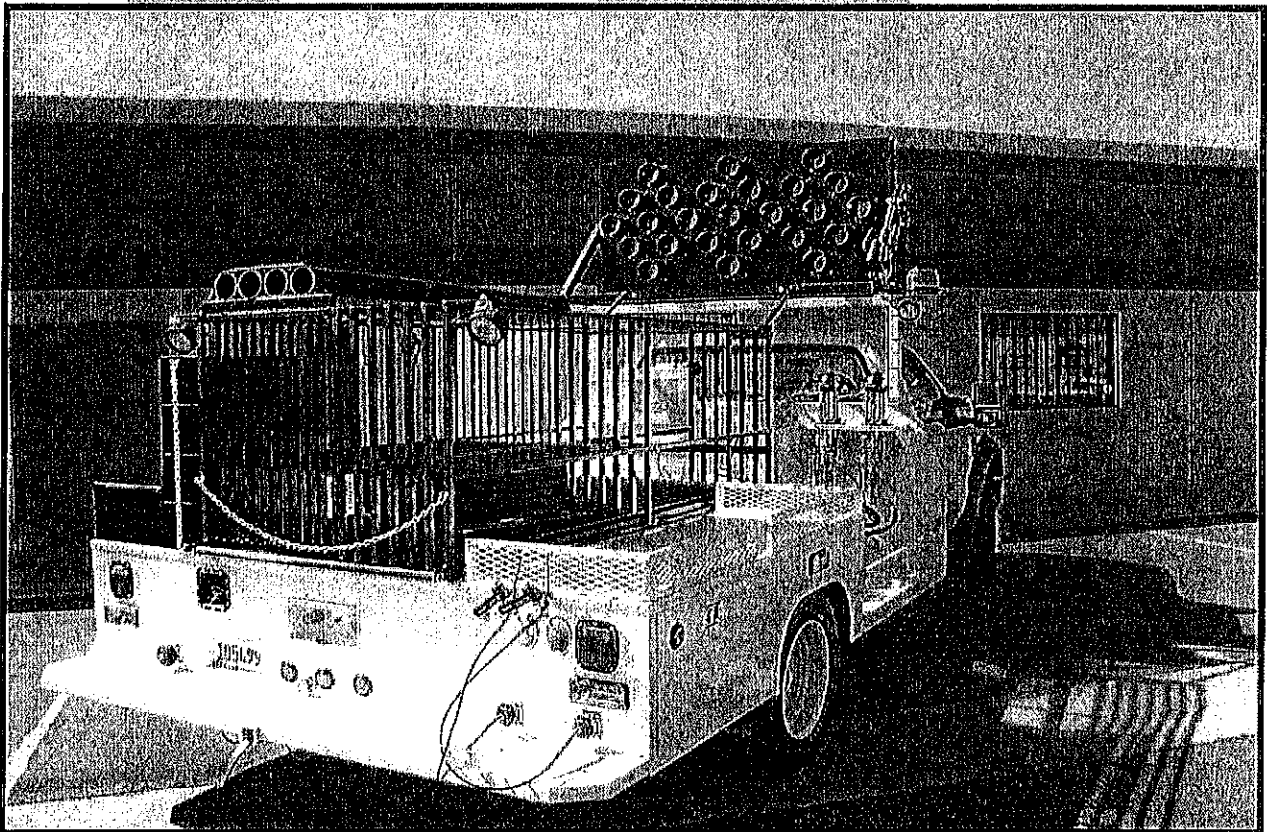
**Email: [Fleet@nationalautofleetgroup.com](mailto:Fleet@nationalautofleetgroup.com)**

**We will then send a W-9 if you need one**

**Please contact our main office with any questions:  
1-855-289-6572**



# The Ultimate Airless Spray System



Model TPMT shown with various options.

# Model TPMT

The Roadline Products Model TPMT is equipped with a hydraulic-driven airless pump. There are several advantages in an airless paint system over a conventional paint system.

Some of these advantages are less over spray, savings in material, faster clean-up, less noise, no paint pots to clean, and higher productivity; which ensures a higher level of PUBLIC SAFETY!

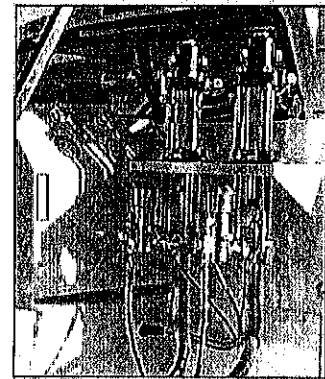
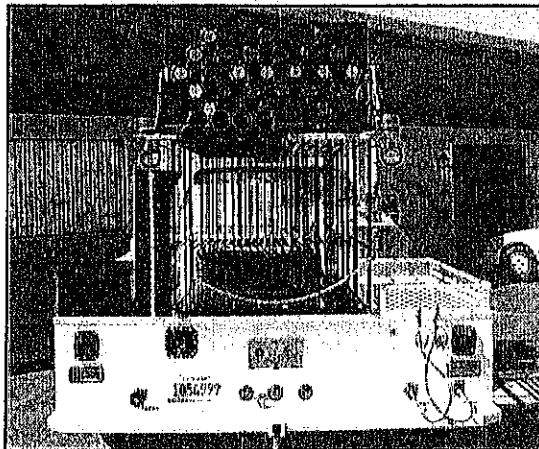
## Standard Equipment

- 6 GPM Hydraulic pump
- One complete airless paint system
- Stencil rack . . . (customer design)
- Removable gun holster
- Below deck tool box
- Traffic cone storage
- 30-Gallon headboard hydraulic reservoir
- Paint well that can hold seven 5-gallon containers

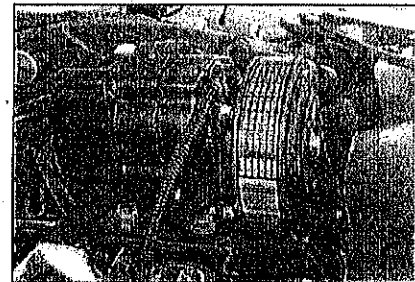
## Optional Equipment

- 12 GPM hydraulic pump
- Additional complete airless paint systems
- Glass sphere system
- Hydraulic-driven compressor
- Arrow board
- Rotating lights
- Work lights for night time operation
- Compressor System

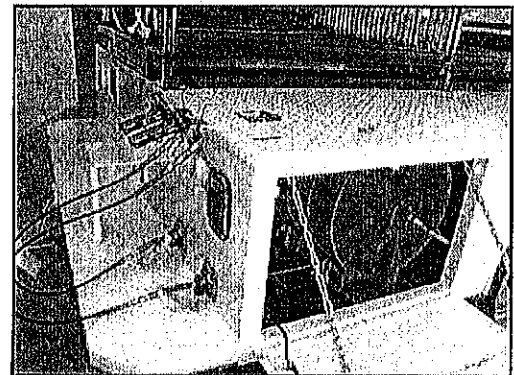
The Model TPMT is capable of spraying two colors. Stencil rack will carry all necessary standard stencils for legends. Compressor aboard for blowing off pavement or applying glass spheres. All compressor controls are located at rear of vehicle.



Multiple hydraulic-driven paint systems can be supplied. Easy access to hydraulic controls are standard.



The electric clutch hydraulic system will vary in GPM for customer needs.



Hose reels mounted below deck with top and side doors for easy maintenance.

***"Truly a cost effective investment"***

Distributed By:

Manufactured By:



13253 Stanbridge Avenue, Downey, CA 90242  
Main: (562) 803-4447 Shop: (562) 404-8889

### Vehicle Configuration Options

ENGINE	
Code	Description
99Y	ENGINE: 6.8L 3-VALVE SOHC EFI NA V10, (STD)
TRANSMISSION	
Code	Description
44P	TRANSMISSION: TORQSHIFT 6-SPEED AUTOMATIC (6R140), -inc: SelectShift (STD)
TIRES	
Code	Description
TFB	TIRES: 225/70RX19.5G BSW AS, (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
---	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X48	4.88 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecurLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window, Power Locks
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes
18B	PLATFORM RUNNING BOARDS
585	RADIO: AM/FM STEREO/MP3, -inc: 6 speakers, SYNC Communications & Entertainment System, enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
OPTION PACKAGE	
Code	Description
650A	ORDER CODE 650A

**Standard Equipment**

**MECHANICAL**

Engine: 6.8L 3-Valve SOHC EFI NA V10
Transmission: TorqShift 6-Speed Automatic (6R140) -Inc: SelectShift
4.88 Axle Ratio
GVWR: 16,500 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing w/Harness and Trailer Sway Control
9360# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

**EXTERIOR**

Wheels: 19.5" Argent Painted Steel -Inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW AS
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windsheld Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Front License Plate Bracket
Reverse Opening Rear Doors
Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cab Clearance Lights
----------------------

**ENTERTAINMENT**

Radio: AM/FM Stereo -inc: 6-speakers
Radio w/Seek-Scan
Fixed Antenna
1 LCD Monitor In The Front

**INTERIOR**

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Fixed Rear Windows
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood Lights
Instrument Panel Bin and Covered Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Air Filtration

**SAFETY**

Driveline Traction Control
Side Impact Beams



Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Outboard Front Lap And Shoulder Safety Belts -Inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags

FORM E  
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group


Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
NJPA EXECUTIVE DIRECTOR/CFO SIGNATURE

Chad Couette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

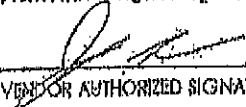
NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

  
VENDOR AUTHORIZED SIGNATURE

Jesse Cooper  
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL (FORMERLY “NATIONAL JOINT POWERS ALLIANCE”) CONTRACT #120716-NAF WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE AND BUILD-OUT OF ONE (1) 2019 FORD SUPER DUTY F-450 DRW (X4G) STENCIL TRUCK IN AN AMOUNT NOT TO EXCEED \$124,671.85

WHEREAS, the current stencil truck used by the City Public Works Streets Division has exceeded its useful life and is scheduled to be replaced; and

WHEREAS, the funding to purchase one (1) new 2019 Ford Super Duty F-450 DRW (X4G) Stencil Truck was approved by City Council through adoption of the FY 2019 annual budget; and

WHEREAS, there is an opportunity to piggyback onto the Sourcewell Contract #120716-NAF with National Auto Fleet Group to allow for the purchase of one (1) 2019 Ford F-450 DRW (X4G) Stencil Truck in an amount not to exceed \$124,671.85; and

WHEREAS, National City Municipal Code Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City; and

WHEREAS, the National City’s Purchasing staff has confirmed that the Sourcewell Contract #120716-NAF with National Auto Fleet Group 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 National City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that Sourcewell (formerly National Joint Powers Alliance) procurement procedures are in substantial compliance with the City’s, and pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process to piggyback on Sourcewell (formerly National Joint Powers Alliance) Contract #120716-NAF with National Auto Fleet Group for the purchase of one (1) new 2019 Ford Super Duty F-450 DRW (X4G) Stencil Truck in an amount not to exceed \$124,671.85.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City \(Buyer\) to piggyback onto the City of Encinitas Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. \(WCA\) to award a contract for grant coordination services in an amount not to exceed \\$196,000, funded by a CAL FIRE Urban and Community Forestry Grant. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback on the City of Encinitas Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. (WCA) to award a contract for grant coordination services in an amount not to exceed \$196,000, funded by a CAL FIRE Urban and Community Forestry Grant.

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

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

296-409-500-598-6582 – Urban Forest Management Planting Grant Phase II - \$196,000

Funds are appropriated and available in the above expenditure account.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution awarding the purchase of grant coordination services in an amount not to exceed \$196,000 to West Coast Arborists, Inc.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Service Agreement
3. City of Encinitas Urban Forestry Maintenance Services Contract
4. Resolution

## EXPLANATION

In 2015, the City of National City was awarded an Urban & Community Forestry Greenhouse Gas Reduction Fund grant in the amount of \$276,685 through the California Department of Forestry and Fire Protection (CAL FIRE) to develop an Urban Forest Management Plan for National City. The scope of work included conducting a Geographic Information System (GIS)-based City tree inventory estimated at 10,000 trees, developing a long-range Urban Forestry Management Plan, updating corresponding City Council policies and ordinances, creating a National City Urban Forest webpage, and providing a web-based tree maintenance scheduling interface for residents. The tree inventory, which was used to apply for a CAL FIRE tree planting grant (see below), has been completed. Staff anticipates completing the remaining project components and closing out the grant in FY 2019.

On May 22, 2017, the City of National City was awarded an Urban and Community Forestry Grant in the amount of \$650,800 through CAL FIRE to fund the purchase, planting and initial maintenance of 1,700 trees, to be performed by a contractor and completed by March 2020. The trees will be planted Citywide based on the tree inventory, under the direction of the Park Superintendent. Areas include, but are not limited, to El Toyon Park, Butterfly Park, Plaza Bonita Center Way, Marina Way, and other parks, vacant sites and community corridors throughout the City. See attached exhibits. As part of this grant, the consultant will perform outreach activities for residents wishing to plant a tree in front of their property. Once the trees are planted, the location will be geo-coded for each new tree location. For additional information, see website (<http://www.nationalcityca.gov/government/engineering-public-works/public-works/parks/parks-tree-trimming>). The long-term maintenance after the plant establishment period will be performed by City Public Works Parks Division. On August 1, 2017, City Council adopted Resolution No. 2017-138, accepting the grant and authorizing the City Manager to execute the grant agreement.

In 2015, the City contracted with West Coast Arborist, Inc. (WCA), a highly qualified and reputable contractor in the field of urban forestry, to assist the City's park maintenance staff with addressing the growing backlog of tree trimming requests for service. Through implementation of a grid-based tree trimming program, WCA proved to be effective in assisting City crews with clearing the backlog, which allowed City crews to focus on maintaining their tree trimming schedule.

Based on WCA's past performance, City staff met with CAL FIRE's grant manager to discuss a potential contracting opportunity with WCA for project construction through a "piggyback" contract available through the City of Poway. CAL FIRE's grant manager supported the use of WCA's services for project construction based on their qualifications.

National City Municipal Code Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement



that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

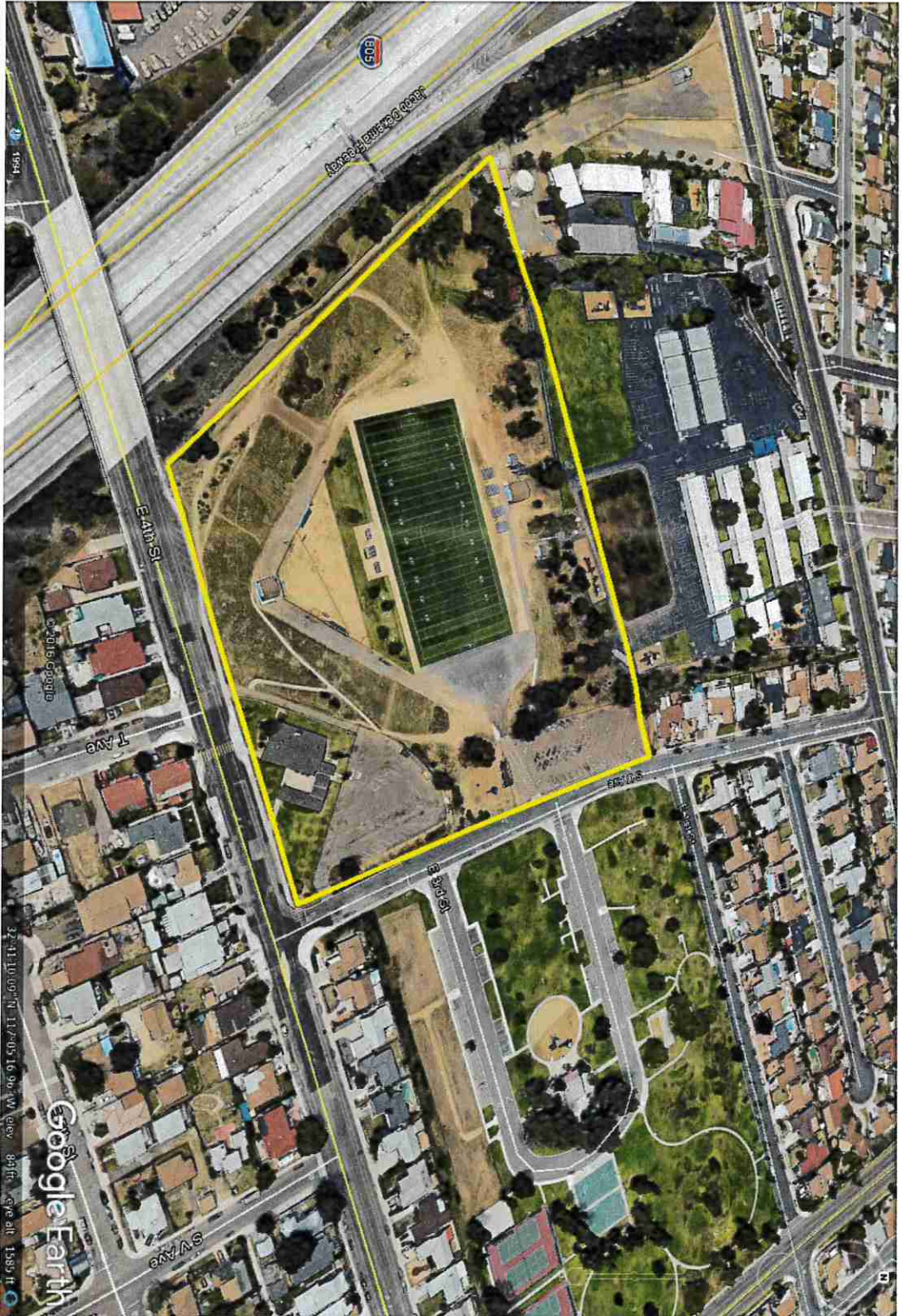
On May 15, 2018, per Resolution No. 2018-72, City Council awarded a contract to WCA for the planting of 1,700 trees citywide. This project is expected to be completed by March 30, 2020.

An additional requirement of the Urban and Community Forestry Grant is to involve the community in tree planting, care, and foster stewardship while educating residents about the importance of an urban forest and greenhouse gas reduction. With this, The City desires to employ a contractor to provide grant coordination services, including providing volunteer group workshop training, tree and site selection processing, and matched funds collections to meet the requirements of the grant.

City engineering staff reviewed the City of Encinitas' Urban Forestry Maintenance Services contract with WCA and desires to take advantage of their competitive pricing for project construction. National City's purchasing staff also reviewed the contract and has confirmed that the contract was competitively bid through a standard RFP process, and that the City of Encinitas' procurement procedures are in substantial compliance with those of National City. On October 5, 2017, the City of Encinitas entered into a four year agreement with WCA for Urban Forest Maintenance Services, which expires on October 4, 2021.

Therefore, staff requests that City Council waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback on the City of Encinitas' Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. (WCA) to award a contract for grant coordination services in an amount not to exceed \$196,000, funded by a CAL FIRE Urban and Community Forestry Grant.

Preliminary Locations for New Trees



El Toyon Park



Preliminary Locations for New Trees



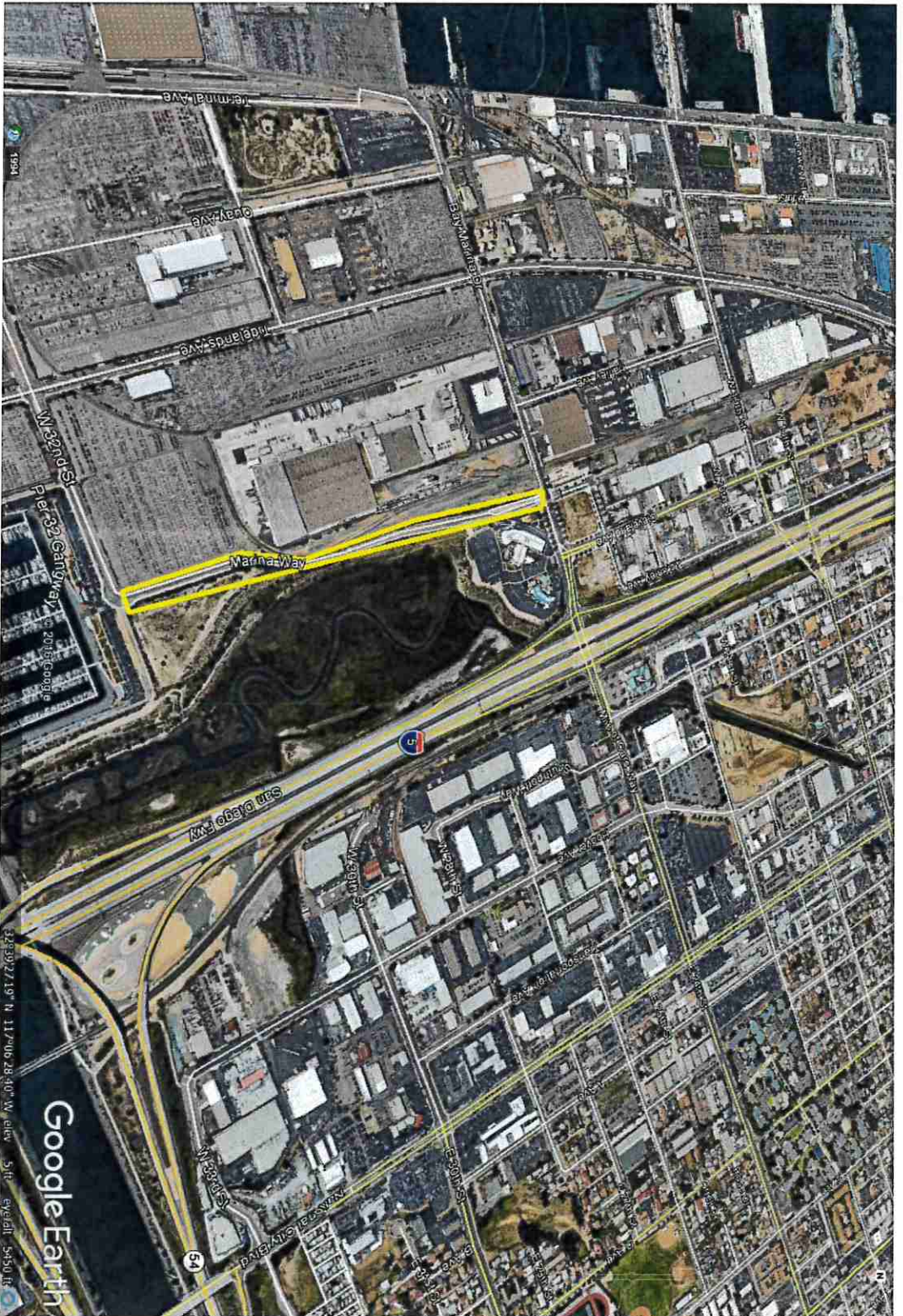
Las Palmas Park, Butterfly Park, and Newell Street







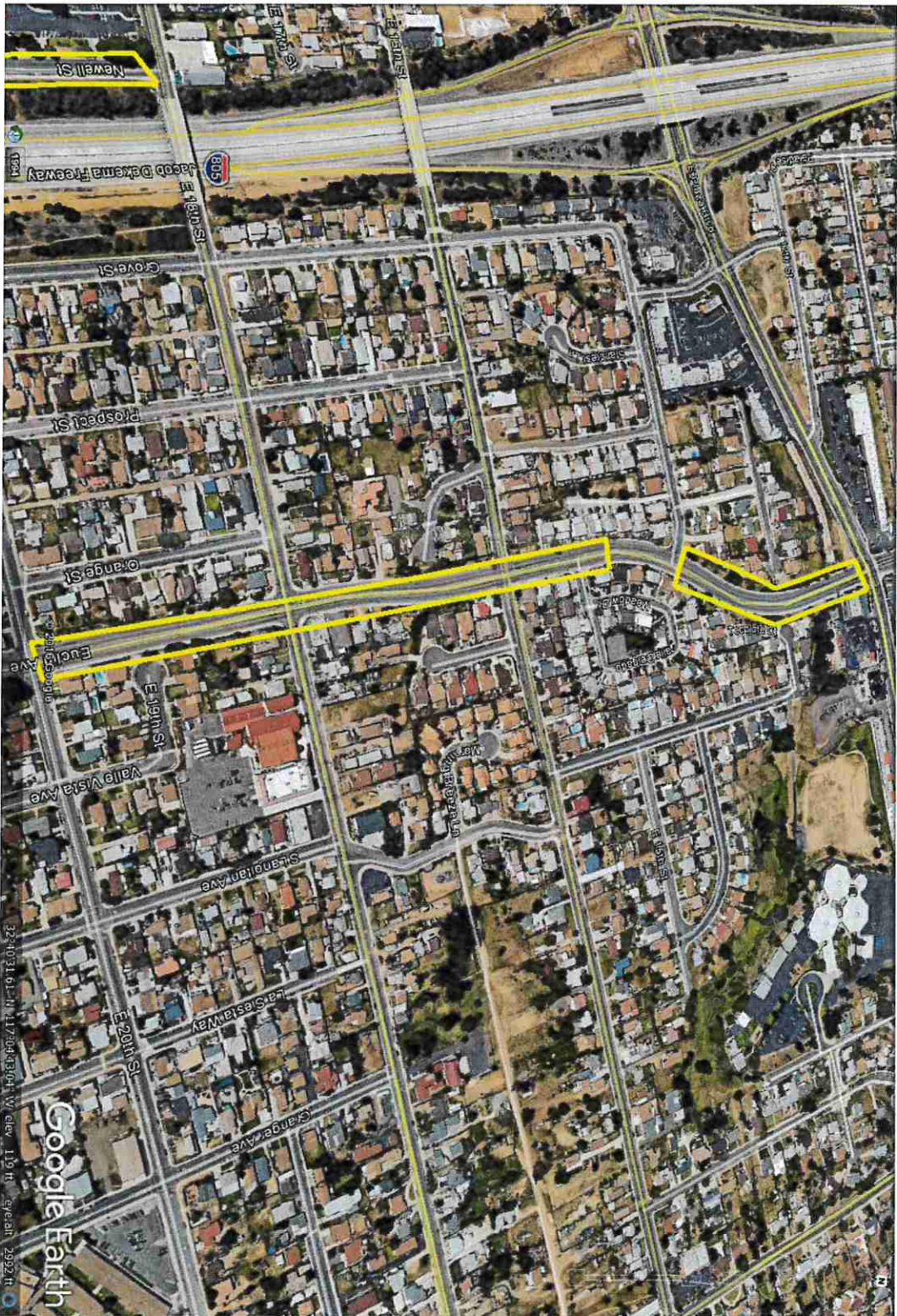
Preliminary Locations for New Trees



Marina Way



# Preliminary Locations for New Trees



Various Locations on Euclid Avenue

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
WEST COAST ARBORISTS, INC.**

THIS AGREEMENT is entered into on this 16th day of April, 2019, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and WEST COAST ARBORISTS, INC., a California corporation (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY applied for, and was awarded, a grant through the California Department of Forestry and Fire Protection (CAL FIRE) in the amount of \$650,800 to plant 1700 trees in the City of National City to help in reducing greenhouse gases.

WHEREAS, the CITY desires to employ a CONTRACTOR to provide grant coordination services including providing volunteer group workshop training, tree and site selection processing, and matched funds collections to meet the requirements of the grant.

WHEREAS, the CITY has determined that the CONTRACTOR is a certified forestry professional and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

WHEREAS, this contract is being awarded based on cooperative purchasing, as permitted in National City Municipal Code section 2.60.260. The City of Encinitas has gone through a competitive process for these services and selected this CONTRACTOR, and the CITY is entering into this Agreement with the General Arborist Services prices established through that competitive process.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to perform grant coordination services, 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 16, 2019. The duration of this Agreement is for the period of April 16, 2019 through March 1, 2020.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform grant coordination services as set forth in the attached Exhibit "A" (the project) following the fee schedule as set forth in the attached Exhibit "B".



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, as required, to keep staff and City Council advised of the progress on the project.

The CITY 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.

4. **PROJECT COORDINATION AND SUPERVISION.** Victor Uribe, Park Superintendent, hereby is designated as the Project Coordinator for the CITY and 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. Michael Palat 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 \$196,000. 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 determined 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 CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the 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 become the property of the

CITY for use with respect to this project, and 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 written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The 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 disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

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

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

This Agreement contemplates the personal services of the 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 employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may 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 herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are 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 current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, 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. 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 practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the 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 harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the 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 CITY, 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 CITY are reasonably commercially 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 CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR 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 CONTRACTOR agrees to post in

conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

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

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

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

16. **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 indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any

liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

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

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

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

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

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

If CONTRACTOR has no employees subject to the California Workers' 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 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 CONTRACTOR 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 California List of Eligible Surplus Lines Insurers (LESLI list) 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 CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to 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.

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

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

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

19. **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 failure to perform services as directed by the CITY.

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

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

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization 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.

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



To CITY: Victor Uribe  
Park Superintendent  
Engineering and Public Works Department  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONTRACTOR:  
Michael Palat  
Area Manager  
West Coast Arborists, Inc.  
8524 Commerce Avenue, Suite B  
San Diego, CA 92121

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

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

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

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

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONTRACTOR.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates

apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

L. *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 CITY in writing. In the event any portion of the work under this Agreement is 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 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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

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

**CITY OF NATIONAL CITY**

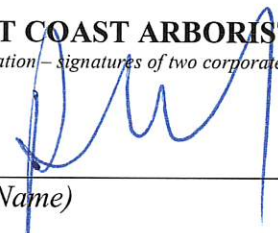
By: \_\_\_\_\_  
Alejandra Sotelo-Solis  
Mayor

APPROVED AS TO FORM:  
Angil P. Morris-Jones  
City Attorney

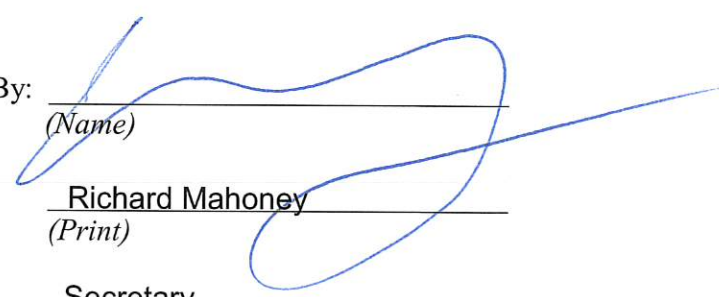
By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

**WEST COAST ARBORISTS, INC.**

*(Corporation – signatures of two corporate officers required)*

By:   
\_\_\_\_\_  
*(Name)*  
Patrick Mahoney  
\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
President  
\_\_\_\_\_  
*(Title)*

By:   
\_\_\_\_\_  
*(Name)*  
Richard Mahoney  
\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
*(Title)*

West Coast Arborists, Inc.

Scope of Work

Project Requirements

The Scope of Work for this Agreement is to provide volunteer group workshop training covering how to canvas for signed watering agreements and advocate for trees, tree and site selection processing, and matched funds collection to meet the requirements of an awarded grant through the California Department of Forestry and Fire Protection (CAL FIRE).

The Park Superintendent will oversee the public outreach efforts conducted by WCA. Pricing for these services are listed in the attached.

The contract is not to exceed \$196,000 and is effective April 16, 2019 through March 1, 2020.



**WEST COAST ARBORISTS, INC.**  
 8163 Commercial Street • La Mesa, CA 91942  
 858.566.4204 Phone • 858.566.4098 Fax • WCAINC.COM

**PROFORMA  
 #48655**

## PROFORMA FOR TREE MAINTENANCE SERVICES

### CUSTOMER INFORMATION

**Main Contact**

VICTOR URIBE  
 CITY OF NATIONAL CITY  
 1243 NATIONAL CITY BLVD  
 NATIONAL CITY, CA 91950  
 (619) 336-4580 • VURIBE@NATIONALCITYCA.GOV

**Billing Contact**

VICTOR URIBE  
 CITY OF NATIONAL CITY  
 1243 NATIONAL CITY BLVD  
 NATIONAL CITY, CA 91950  
 (619) 336-4580 • VURIBE@NATIONALCITYCA.GOV

Inventory Needed	Link Funds to Job #	Purchase Order #	DIR Project ID #
Yes			

### JOB LOCATION

National City, City Wide.

### SCOPE OF WORK

Provide contract grant coordination services for city CALFIRE grant. Including, volunteer group workshop training covering how to canvas for signed watering agreements and advocate for trees, tree and site selection processing, and matched funds collections. Price includes volunteer management and canvassing event coordination. Price includes some limiting marketing materials. Additionally a stipend for nonprofit partners will come from these funds not to exceed \$6k. All activities will be tracked and reported according to CALFIRE Grant guidelines.

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
1400	Arborist Services	Man Hour	\$140.00	\$196,000.00

**GRAND TOTAL: \$196,000.00**

### COMMENTS

Prices reflect the City of National City contract rates.

All work will be completed in accordance with ANSI A300 standards. Price reflects payment of prevailing wage rates under the wage determination: Tree Maintenance Laborer, and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws.

CA Contractors License 366764

Federal Tax ID: 95-3250682

CA DIR Registration 1000000956

MIKE PALAT

AREA MANAGER

05/29/18

ESTIMATED BY

TITLE

DATE

ACCEPTED BY

TITLE

DATE

**AGREEMENT FOR GENERAL SERVICES BETWEEN  
THE CITY OF ENCINITAS AND WEST COAST ARBORISTS, INC.**

**GENERAL SERVICES AND MAINTENANCE CONTRACT ONLY  
(Non-Federal/Prevailing Wage)**

THIS Contract is made and entered into by and between the City of Encinitas, a municipal corporation, hereinafter referred to as "City", and West Coast Arborists, Inc. hereinafter referred to as "Contractor".

**RECITALS**

City requires Contractor to perform its scope of work generally described as:

The requirement of this Contract is to provide professional Urban Forestry Maintenance Services as conditioned in RFP No. 2017-06; for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, documenting and all other services required to maintain the City of Encinitas trees in a safe, attractive and overall healthy condition.

Contractor represents itself as possessing the necessary skills and qualifications to maintain the public works project required by City and possessing all required licenses and certifications;

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

**1.0 Contract Documents**

1.1 The Contract Documents shall be deemed to be this Agreement, the Request for Proposal and Contractor's submission, all documents attached and specifically referenced herein.

**2.0 Contractor's Obligations (Attachment A)**

2.1 Contractor shall perform its scope of work that is described in **Attachment "A"**, which is attached hereto and incorporated herein as though fully set forth at length.

2.2 Contractor shall, at its own cost and expense, in a competent manner consistent with all applicable standards of care, furnish all labor, inspection, technical, administrative, professional and other personnel, all supplies and materials, equipment, tools, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means and methods whatsoever, except as herein otherwise expressly specified to be furnished by City, necessary or proper to perform and complete the scope of work and provide the services required by this Agreement.

2.3 Contractor is hired to render those services necessary to perform the Scope of Work in a professional manner, and any payments made to Contractor are compensation fully for those services.

2.4 Contractor shall maintain throughout the full term of this Agreement all professional certifications and licenses required in order to comply with all city, state, and federal laws in the performance of this Agreement.

## **6.0 Termination of Agreement**

6.1 In the event of Contractor's failure to prosecute, deliver, or perform the described services, the City may terminate this Contract by notifying Contractor by certified mail of said termination. Thereupon, Contractor shall cease work and within five (5) working days: (1) assemble all materials and records prepared or obtained in the performance of this Agreement and deliver said documents to the City and (2) place all work in progress in a safe and protected condition. The City Manager shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Contractor.

6.2 This Contract may be terminated by the City, without cause, upon the giving written notice to the Contractor. Contractor shall: (1) assemble all materials and records prepared or obtained in the performance of this Contract and deliver said documents and materials to the City and (2) place all work in progress in a safe and protected condition. The City Manager shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Contractor.

## **7.0 Independent Contractor**

7.1 Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an Independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor shall be under control of City only as to the result to be accomplished and the personnel assigned to the Project. However, Contractor shall confer with City as required to perform this Agreement.

7.2 If Contractor is approved by the City to subcontract for extenuating circumstances any work to be performed under this Agreement, Contractor shall be as fully responsible to City or the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Contractor and City. Contractor shall bind every subcontractor by the terms of the Agreement applicable to Contractor's work, including indemnity and insurance requirements.

## **8.0 No Assignment of Agreement**

8.1 Contractor has no authority or right to assign this Agreement or any part thereof or any monies due thereunder without first obtaining the prior written consent of City.

## **9.0 No Verbal Agreement or Conversation**

9.1 No verbal agreement or conversation with any officers, elected officials, appointed officials, volunteers, agent or employee of City, either before, during or after the execution of this Agreement, shall effect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement.

## **10.0 Disputes**

10.1 If a dispute should arise regarding the performance of this Agreement, the following



damages, fines, penalties, attorney's fees and costs arising from claims under the Americans With Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the scope of work or after the Project is complete, as the result of defects or negligence in Contractor's services.

11.4 Contractor's obligation herein includes, but is not limited to, alleged defects in the services performed; alleged defects in the materials or services furnished under the Agreement; alleged injury to persons or property; alleged inverse condemnation of property as a consequence of the performance of the work or the improvement; any regulatory violations (including but not limited to Stormwater Pollution Control BMP/Erosion Control and regulatory requirements); and any accident, loss or damage to City property or third party liability prior to the acceptance of same by City.

11.5 By inspecting, approving or accepting the services performed by Contractor, City shall not have waived the protections afforded herein to City and City's officers, elected officials, appointed officials, volunteers, employees and agents or diminished the obligation of Contractor who shall remain obligated in the same degree to indemnify and hold City and City's officers, elected officials, appointed officials, volunteers, employees and agents, harmless as provided above.

## 12.0 Insurance

12.1 Commercial General Liability Insurance. Contractor shall obtain and maintain for the full term of this Agreement, comprehensive general liability and property damage insurance, or commercial general liability insurance, from an insurance company approved by City having a Best Rating of A-: VII or better and authorized by the Insurance Commissioner of the State of California Department of Insurance to be transacting business in the State of California, in the following minimum limits:

General liability (Including operations, Products and completed operations)	
Combined Single Limit Per Occurrence	\$5,000,000.00
General Annual Aggregate	\$10,000,000.00

The limits of insurance shall not relieve Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to City, and shall not preclude City from taking such other actions available to City under other provisions of the Agreement, Contract Documents, or law.

Contractor shall make certain that if any and all subcontractors hired by Contractor are insured in accordance with this Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold City harmless from any damage, loss, cost, or expense, including attorney's fees, incurred by City as a result thereof.

All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, occurring during the policy term, and shall specifically insure the performance by Contractor. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in this Agreement.

12.2 Automobile Liability Insurance. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to City for bodily injury and property damage in an amount, at least, one million dollars (\$1,000,000) per person per accident.

It is understood and agreed to by the parties and the insurance company(s) that the Certificate(s) of Insurance and policies shall be construed as primary, and City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

### **13.0 Payroll Records**

13.1 Consistent with Labor Code Section 1776, Contractor and each subcontractor shall maintain accurate weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

13.2 The payroll records described herein shall be certified and submitted by Contractor at a time designated by City. Contractor shall also provide the following:

A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor or any subcontractor shall not be marked or obliterated.

13.3 Pursuant to Labor Code Section 1775, Contractor and any subcontractor under the Agreement shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the DIR for the work or craft in which the worker is employed for any public work done under the Agreement by Contractor or, except as provided by statute, by any subcontract under the Agreement. Upon the request of the DIR, such penalties shall be withheld from Agreement payments.

### **14.0 Prevailing Wage and Enforcement Compliance**

14.1 This is a prevailing wage contract and prevailing wage rates for this locality and project as determined by the Director of the DIR apply, pursuant to labor code section 1770, et. Seq. A copy of the prevailing wage rates shall be posted on the job site by Contractor. A schedule of prevailing wage rates is available for review at City's offices or may be found on the Internet at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall be required to pay at least the wage rates set forth in that schedule. Certified Payroll records shall be maintained by Contractor and copies of the certified payroll shall be electronically sent to the DIR and be delivered to City at the end of each month during the entire duration of the project.

Contractor is subject to compliance monitoring and enforcement by the DIR. Subject to exceptions as set forth in Labor Code section 1771.1, Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or

## **17.0 Labor/Employment Safety**

17.1 Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. Contractor shall further comply with all other federal, state or local safety regulations, as they may apply to its scope of work. City shall not be responsible for inspection of Contractor's safety practices or for safety violations caused by Contractor.

## **18.0 Conflict of Interest**

18.1 Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement.

## **19.0 General Provisions**

19.1 Contractor agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is San Diego County, North County Judicial Branch, California.

19.2 Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19.3 If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

19.4 Precedence of Agreement Documents. If there is a conflict between any of the contract documents, including attachments or incorporated documents such as the Request for Proposal (RFP) and Contractor's RFP response, the documents in the highest of precedence shall control. If no direct conflict exists, then Contractor is required to meet all requirements of this Agreement and all incorporated documents and references. The order of precedence, from highest to lowest, shall be as follows:

- a) This Agreement, including Attachments A and B.
- b) The City RFP.
- c) Contractor's RFP response.
- d) Standard Specifications.
- e) Reference Specifications.
- f) Industry Standards.

## **20.0 Contractor's Books and Records/Audit Right**

20.1 Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any

West Coast Arborists, Inc.  
Contractor

By: [Signature] 1-8-2018  
(Signature) (Date)

PRESIDENT.  
(Title)

Attest: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM

[Signature]  
Glenn Sabine, City Attorney *by Erin Chapman*

Dated: 1/8/18

CITY OF ENCINITAS

By: [Signature] 1/8/18  
(Signature) (Date)

Asst. City Manager  
(Title)

detailed listings of trees and site information, work histories, service requests, summary reports and pictures of City tree species.

4. GPS - Since the City of Encinitas already has a tree inventory in GIS, the City's GIS Division will provide the current tree inventory feature class (SQL table) to the contractor as a starting point. This includes but is not limited to all publicly owned trees on street rights-of-way, parks and open spaces such as medians, streetscapes, etc.

The contractor shall then track the maintenance and characteristic information of the trees in the City of Encinitas' tree inventory feature class in ArcGIS version 10. Or, the contractor shall incorporate the City's tree inventory FacilityID field into their own database, and include x and y (lat/long) fields necessary to map the trees in GIS.

For on-going data maintenance, when a new tree is planted, the new tree site will be added as a record to the tree inventory, and will include the latitude/longitude coordinates (collected by the contractor using a Global Positioning System (GPS) device with minimum sub-meter accuracy). Lat/long coordinates shall be included at the time a new record is added, and will not be input at a later date through a bulk update process. Trees that are removed will not be deleted from the tree inventory, but will be coded as 'vacant'.

At required intervals, the contractor shall provide an ArcGIS version 10 file or personal geodatabase containing the updated tree feature class, which will be reconciled with the City GIS tree inventory. Or, the contractor may provide an Excel spreadsheet or Access database table containing updated information that can be joined to the City's GIS tree inventory based on FacilityID. If the contractor provides their own updated tree inventory database to the City, there will be a one-time requirement to provide a data dictionary of fields containing tree maintenance and tree characteristic information that corresponds to similar fields in the City's GIS tree inventory, so that the City is confident that accurate data synchronization/updating can occur.

5. Tree Inventories and Developing Inventory Databases - The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program to address its specific needs. The user-friendly program should allow customers to generate a variety of reports quickly.
6. Training and Support - The Contractor shall provide, at no additional cost to the City, training and support on the software system they provide for the entire term of the contract. Contractor shall provide training to designated City staff during the hours of 7:00 A.M. to 4:30 P.M. Monday through Friday. The Contractor shall be readily available by telephone or e-mail and shall respond to the City's inquiries in a timely manner.

#### B. Annual Maintenance Program

1. Public Relations - The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to, the public.

possess adequate technical background to ensure that all work is accomplished per provisions of this Contract.

Contractor is required to have a competent Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

6. **Qualified Staff** - Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the Contract.
7. **Uniforms** - All employees of Contractor performing services shall appear neat and well-groomed at all times and shall be dressed in clean, unaltered uniforms at no additional cost to the City, with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall wear orange safety vests when operating machinery and/or while working near moving traffic as required by any applicable laws.
8. **Knowledge, Skills and Abilities** - The Contractor's employees shall be subject to the following minimum knowledge, skills, abilities and requirements:
  - The proper license to operate equipment;
  - Ability to operate and maintain equipment in accordance with the manufacturer's recommendations;
  - Mechanical ability to make required operator adjustments to the equipment being used;
  - Knowledgeable of safety regulations as they relate to tree care and traffic control;
  - First Aid Certification from a nationally recognized organization (minimum of one member of each crew);
  - Ability to communicate orally and in writing in English; and,
  - Demonstrated knowledge of tree care and related operations.
9. **ISA Standards** - The Contractor shall deliver a level of quality that is compatible with Current International Society of Arboriculture (ISA) standards, and standards and requirements described herein in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the Contract.
10. **Clean Worksite** - Upon completion of work on individual street segments that are under the Contract, Contractor shall clean the work site and all grounds adjacent to the work area of all rubbish, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over

14. **Safety Requirements** - The Contractor shall conduct all work outlined in the Contract in such a manner as to meet all currently accepted standards for safe practices during the operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all current City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA, CAL EPA Safety Orders and ANSI Z133.1 Safety Requirements for Arboricultural Operations at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.
15. **Traffic Control** - The Contractor shall be responsible for traffic control and safety regulations as related to any City, State or County requirements while working in the public right-of-way or on any City project. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal Highway Administrative guidelines and any City, County or State supplements guidelines and/or regulations and laws. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the MUTCD (Manual on Uniform Traffic Control Devices) and any California supplements to the MUTCD and any local regulations.

Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the City's designated representative.

The Contractor shall display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic. At no time shall traffic be permitted to enter, or operations allowed to continue, in any work zone that presents a dangerous conditions to pedestrian and/or vehicular traffic.

The Contractor may be required to submit a traffic control plan to the Engineering Department as directed by the City's designated representative.

16. **Utility Coordination** - The Contractor shall recognize the rights of utility companies within the public right-of-way or on any City project and their need to maintain and repair their facilities. The Contractor shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. Contractor shall notify the City's designated representative of any utility that is disturbed or damaged and shall contact the appropriate utility to arrange for repair.

17. **Authority and Inspections**

- a. The City's designated representatives shall, at all times, have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials and equipment used and employed in the work. Whenever the Contractor varies the period during which work is carried out, they shall give due notice to the City's designated representative so



listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.

19. Invoicing - Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to the date the work took place, a list of each street or location that work took place, the address of each individual work site and the activity, the species and its current condition, height, trunk diameter and canopy spread of each individual tree. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.
20. Withholding Payment - The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:
- Defective, unsatisfactory or inadequate work not corrected; if notified by the City
  - Claims filed, or reasonable evidence indicating probable filing of claims;
  - Failure of the Contractor to make proper payments to subcontractors or for materials or labor;
  - A reasonable doubt that the contract can be completed for the balance unpaid; and,
  - Damage that resulted from an incident involving property damage.
21. Stop Work
- a. If the Contractor, after having officially commenced work on said Contract, should discontinue work for any cause, he/she shall notify the City's Designated Representative of the intent to do so, and shall further notify of the date for restarting operations.
  - b. The City, at the discretion of the City's Designated Representative, may require the Contractor to Stop Work if any condition presents an unreasonable liability to the City, until such time as the condition is corrected to the satisfaction of the City.
22. Risk Management - Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times is dangerous and can result in serious injury. A loss control incident will not be tolerated and may result in termination of this Contract. The Contractor shall be responsible for mitigating any damage related to a loss of control incident.
23. Investigation - Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on City property or while in the performance of work based on the contract, including a complete written report submitted to the City's Designated Representative within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during permitted or contracted tree operation, the persons conducting the work shall immediately notify the proper owners or authorities. Repairs to property damaged by the responsible party shall be made within forty-eight (48) hours, except utility lines, which shall be repaired the same working day.

## ATTACHMENT "B" PAYMENT OF SERVICES

Contractor: West Coast Arborists, Inc.

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Planting (per tree). Tree planting includes tree, materials and planting costs	Unit Price in Figures
15 Gallon (double staked per specs)	\$145.00
24 inch Box (double staked per specs)	<u>\$240.00</u>
36 inch Box (double staked per specs)	<u>\$825.00</u>
48 inch Box	<u>\$1,450.00</u>
60 inch Box	<u>\$2,450.00</u>
Tree Watering (per hour). Watering of young trees, water truck/operator-per hour	<u>\$70.00</u>
Tree Pruning (by Grid). Price per tree to Prune by Grid	<u>\$62.00</u>
Tree Pruning (per Service Requests). Full prune tree or by Species	
0"-6" Diameter Standard Height	<u>\$62.00</u>
7"-12" Diameter Standard Height	<u>\$82.00</u>
13"-18" Diameter Standard Height	<u>\$102.00</u>
19"-24" Diameter Standard Height	<u>\$142.00</u>
25"-30" Diameter Standard Height	<u>\$232.00</u>
31"-36" Diameter Standard Height	<u>\$302.00</u>
36"+ Diameter Standard Height	<u>\$402.00</u>
Crown Raise/Clearance Prune Hardwood tree	
0"-6" Diameter Standard Height	<u>\$25.00</u>
7"-12" Diameter Standard Height	<u>\$25.00</u>
13"-18" Diameter Standard Height	<u>\$25.00</u>
19"-24" Diameter Standard Height	<u>\$25.00</u>
25"-30" Diameter Standard Height	<u>\$25.00</u>
31"-36" Diameter Standard Height	<u>\$25.00</u>
36"+ Diameter Standard Height	<u>\$25.00</u>
Palm Tree Trimming	
Prune Date Palm (Phoenix spp.)	<u>\$150.00</u>
Clean Trunk for Date Palm (Phoenix spp.)	<u>\$20.00</u>
Prune Fan Palm (Washingtonia spp.)	<u>\$62.00</u>
Clean Trunk for Fan Palm (Washingtonia spp.)	<u>\$12.00</u>
Prune all other Palm Species	<u>\$62.00</u>

Plant Health Care Services

Tree Spraying from Ground Level (per diameter inch)	\$2.00
Tree Spraying from Aerial Tower (per diameter inch)	\$4.00
Insecticide Trunk Banding (per diameter inch)	\$5.00
Plant Growth Regulator (PGR) Trunk Banding (per diameter inch)	\$2.00
Plant Growth Regulator (PGR) Soil Application (per diameter inch)	\$4.00
Insecticide or Fungicide Soil Application (per diameter inch)	\$2.00
Fertilizer Drenching (per diameter inch)	\$2.00
Trunk Injection - Insecticide/Miticide (per diameter inch)	\$4.50
Trunk Injections – Fungicide (per diameter inch)	\$3.50
Trunk Injection – Insecticide and Fungicide (per diameter inch)	\$8.00

Contractor's Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

**AGREEMENT FOR GENERAL SERVICES BETWEEN  
THE CITY OF ENCINITAS AND WEST COAST ARBORISTS, INC.**

**GENERAL SERVICES AND MAINTENANCE CONTRACT ONLY  
(Non-Federal/Prevailing Wage)**

THIS Contract is made and entered into by and between the City of Encinitas, a municipal corporation, hereinafter referred to as "City", and West Coast Arborists, Inc. hereinafter referred to as "Contractor".

**RECITALS**

City requires Contractor to perform its scope of work generally described as:

The requirement of this Contract is to provide professional Urban Forestry Maintenance Services as conditioned in RFP No. 2017-06; for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, documenting and all other services required to maintain the City of Encinitas trees in a safe, attractive and overall healthy condition.

Contractor represents itself as possessing the necessary skills and qualifications to maintain the public works project required by City and possessing all required licenses and certifications;

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

**1.0 Contract Documents**

1.1 The Contract Documents shall be deemed to be this Agreement, the Request for Proposal and Contractor's submission, all documents attached and specifically referenced herein.

**2.0 Contractor's Obligations (Attachment A)**

2.1 Contractor shall perform its scope of work that is described in Attachment "A", which is attached hereto and incorporated herein as though fully set forth at length.

2.2 Contractor shall, at its own cost and expense, in a competent manner consistent with all applicable standards of care, furnish all labor, inspection, technical, administrative, professional and other personnel, all supplies and materials, equipment, tools, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means and methods whatsoever, except as herein otherwise expressly specified to be furnished by City, necessary or proper to perform and complete the scope of work and provide the services required by this Agreement.

2.3 Contractor is hired to render those services necessary to perform the Scope of Work in a professional manner, and any payments made to Contractor are compensation fully for those services.

2.4 Contractor shall maintain throughout the full term of this Agreement all professional certifications and licenses required in order to comply with all city, state, and federal laws in the performance of this Agreement.

2.5 For the services to be performed, Contractor shall pay wages to Contractor's employees according to the current "General Prevailing Wage Rates" issued by the Director of the Department of Industrial Relations of the State of California and pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1771, 1773, 1773.1. Contractor shall follow all prevailing wage reporting required by law and the State Department of Industrial Relations (DIR).

### 3.0 Extra Work

3.1 Contractor, in providing the services as set forth herein, shall not perform work and will not be paid for work in excess of the Agreement amount without first obtaining a fully executed written Change Order from City or its authorized designated representative. All requests for extra work shall be made in writing and submitted to City.

### 4.0 Payment For Services (Attachment B)

4.1 Contractor's payment for services, including fee schedule or other terms of compensation, is attached hereto as **Attachment "B"** and incorporated herein by this reference.

4.2 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with Attachment "B".

4.3 Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

### 5.0 Term of Agreement

5.1 This Agreement shall be effective on and from the day, month and year of the execution of this document by City.

5.2 Term. The term of the Agreement is for a period of four (4) years commencing on the Execution Date by City, and terminating four (4) years from the execution date ("Termination Date") unless terminated earlier as set forth herein, or extended pursuant to Section 5.3 below.

5.3 Options to Extend. Provided that City is satisfied with Contractor's performance under this Agreement and Contractor is in full compliance with the terms and conditions of this Agreement, City shall, at its sole discretion and without obligation to Contractor, have the option to extend the terms of this Agreement for no more than two (2), three (3) year options. The City Manager and Contractor shall execute the extension(s) within sixty (60) days prior to the expiration of the Agreement. The total Agreement term may not exceed (10) ten years.

5.4 Agreement Price. Contractor agrees not to raise prices for the original four (4) year term of the agreement. Thereafter, Contractor may request in writing no later than ninety (90) days from the option date to request a contract extension and price increase not to exceed the prior year annual Bureau of Labor Statistics Consumer Price Index, San Diego or 2%, whichever is greater. All price increases shall take effect upon the effective date of the renewal.

## **6.0 Termination of Agreement**

6.1 In the event of Contractor's failure to prosecute, deliver, or perform the described services, the City may terminate this Contract by notifying Contractor by certified mail of said termination. Thereupon, Contractor shall cease work and within five (5) working days: (1) assemble all materials and records prepared or obtained in the performance of this Agreement and deliver said documents to the City and (2) place all work in progress in a safe and protected condition. The City Manager shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Contractor.

6.2 This Contract may be terminated by the City, without cause, upon the giving written notice to the Contractor. Contractor shall: (1) assemble all materials and records prepared or obtained in the performance of this Contract and deliver said documents and materials to the City and (2) place all work in progress in a safe and protected condition. The City Manager shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Contractor.

## **7.0 Independent Contractor**

7.1 Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor shall be under control of City only as to the result to be accomplished and the personnel assigned to the Project. However, Contractor shall confer with City as required to perform this Agreement.

7.2 If Contractor is approved by the City to subcontract for extenuating circumstances any work to be performed under this Agreement, Contractor shall be as fully responsible to City or the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Contractor and City. Contractor shall bind every subcontractor by the terms of the Agreement applicable to Contractor's work, including indemnity and insurance requirements.

## **8.0 No Assignment of Agreement**

8.1 Contractor has no authority or right to assign this Agreement or any part thereof or any monies due thereunder without first obtaining the prior written consent of City.

## **9.0 No Verbal Agreement or Conversation**

9.1 No verbal agreement or conversation with any officers, elected officials, appointed officials, volunteers, agent or employee of City, either before, during or after the execution of this Agreement, shall effect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement.

## **10.0 Disputes**

10.1 If a dispute should arise regarding the performance of this Agreement, the following

Initial dispute resolution procedures shall be used:

A. Within twenty (30) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back-up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.

B. The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

10.2 If the dispute is not resolved at staff level in accordance with Section 10.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties), the aggrieved party, through its respective project manager shall deliver to the City Manager's office a letter outlining the dispute for the City Manager's review. The receiving party may submit further response, if required, to the City Manager within five (5) city working days thereafter. The City Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussion or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

10.3 If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Contractor of its obligation and Contractor is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

#### 11.0 Hold Harmless

11.1 To the greatest extent allowed by law, Contractor shall defend and indemnify and hold City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, negligence (including the active or passive negligence of City as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, subcontractors and contractors arising out of or in connection with the performance of the scope of work or this Agreement, including without limitation the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code Section 2782 or other applicable provisions of law.

11.2 Contractor's defense obligation (with counsel approved by City), shall arise immediately upon City's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives, notwithstanding whether liability is or can be established against City. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782 or other applicable provisions of law.

11.3 Contractor's defense and indemnity obligations herein include, but are not limited to



damages, fines, penalties, attorney's fees and costs arising from claims under the Americans With Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the scope of work or after the Project is complete, as the result of defects or negligence in Contractor's services.

11.4 Contractor's obligation herein includes, but is not limited to, alleged defects in the services performed; alleged defects in the materials or services furnished under the Agreement; alleged injury to persons or property; alleged inverse condemnation of property as a consequence of the performance of the work or the improvement; any regulatory violations (including but not limited to Stormwater Pollution Control BMP/Erosion Control and regulatory requirements); and any accident, loss or damage to City property or third party liability prior to the acceptance of same by City.

11.5 By inspecting, approving or accepting the services performed by Contractor, City shall not have waived the protections afforded herein to City and City's officers, elected officials, appointed officials, volunteers, employees and agents or diminished the obligation of Contractor who shall remain obligated in the same degree to indemnify and hold City and City's officers, elected officials, appointed officials, volunteers, employees and agents, harmless as provided above.

## 12.0 Insurance

12.1 Commercial General Liability Insurance. Contractor shall obtain and maintain for the full term of this Agreement, comprehensive general liability and property damage insurance, or commercial general liability insurance, from an insurance company approved by City having a Best Rating of A- VII or better and authorized by the Insurance Commissioner of the State of California Department of Insurance to be transacting business in the State of California, in the following minimum limits:

General liability (Including operations, Products and completed operations)	
Combined Single Limit Per Occurrence	\$5,000,000.00
General Annual Aggregate	\$10,000,000.00

The limits of insurance shall not relieve Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to City, and shall not preclude City from taking such other actions available to City under other provisions of the Agreement, Contract Documents, or law.

Contractor shall make certain that if any and all subcontractors hired by Contractor are insured in accordance with this Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold City harmless from any damage, loss, cost, or expense, including attorney's fees, incurred by City as a result thereof.

All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, occurring during the policy term, and shall specifically insure the performance by Contractor. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in this Agreement.

12.2 Automobile Liability Insurance. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to City for bodily injury and property damage in an amount, at least, one million dollars (\$1,000,000) per person per accident.

12.3 Workers' Compensation Insurance. Contractor shall provide, during the term of this Agreement, workers' compensation insurance for all of the employees engaged in Work under this Agreement, on or at any work site, and, in case of any sublet Work, Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees as proscribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by Contractor's insurance. Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code in an amount of, at least, one million dollars (\$1,000,000) per person per accident and shall contain a Waiver of Subrogation in favor of City.

Contractor shall assume the immediate defense of and indemnify and save harmless City and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractors, to perform the scope of work under this Agreement regardless of responsibility or negligence.

12.4 Employer's Liability Insurance. Contractor shall provide during the life of this Agreement, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Agreement and Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of City.

12.5 Form Proof of Insurance. Any insurance carrier providing insurance coverage required by the Agreement and Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A : VII or better. Insurance deductibles or self-insured retentions must be declared by Contractor, and such deductibles and retentions shall have the prior written consent from City.

12.6 Additional Insured Requirement. City, its officers, elected officials, employees, contractors, construction managers, architect and volunteers are to be covered as additional insureds by endorsement under the General Liability, Automobile Liability, Employers Liability and Workers Compensation Liability Insurance policies. The General Liability policy shall be evidenced by an additional Insured endorsement, using form ISO CG 20-10-10-01 and GC 20-37-10-01 or the exact equivalent.

12.7 Other Insurance Requirements. The Certificate(s) and policy(s) of insurance shall provide no less than thirty (30) days written notice be given to City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, City may terminate or Stop Work pursuant to this Agreement and Contract Documents, unless City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments evidencing coverages and the insurance as required is in full force and effect.

Contractor shall not take possession of any work site, or commence its scope of work under this Agreement until City has been furnished original Certificate(s) of insurance and certified original copies of Endorsements and any and all other attachments as required in this Agreement. The original Endorsements for each policy and the Certificate(s) of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

It is understood and agreed to by the parties and the insurance company(s) that the Certificate(s) of Insurance and policies shall be construed as primary, and City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

### **13.0 Payroll Records**

13.1 Consistent with Labor Code Section 1776, Contractor and each subcontractor shall maintain accurate weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

13.2 The payroll records described herein shall be certified and submitted by Contractor at a time designated by City. Contractor shall also provide the following:

A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor or any subcontractor shall not be marked or obliterated.

13.3 Pursuant to Labor Code Section 1775, Contractor and any subcontractor under the Agreement shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the DIR for the work or craft in which the worker is employed for any public work done under the Agreement by Contractor or, except as provided by statute, by any subcontract under the Agreement. Upon the request of the DIR, such penalties shall be withheld from Agreement payments.

### **14.0 Prevailing Wage and Enforcement Compliance**

14.1 This is a prevailing wage contract and prevailing wage rates for this locality and project as determined by the Director of the DIR apply, pursuant to labor code section 1770, et. Seq. A copy of the prevailing wage rates shall be posted on the job site by Contractor. A schedule of prevailing wage rates is available for review at City's offices or may be found on the Internet at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall be required to pay at least the wage rates set forth in that schedule. Certified Payroll records shall be maintained by Contractor and copies of the certified payroll shall be electronically sent to the DIR and be delivered to City at the end of each month during the entire duration of the project.

Contractor is subject to compliance monitoring and enforcement by the DIR. Subject to exceptions as set forth in Labor Code section 1771.1, Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or

engage in the performance of any contract for public work, as defined by statute, unless it is currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. City may not accept a bid nor any contract or subcontract entered into without proof of Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5. For more information, go to <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.

Contractor shall be aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may view a copy of the prevailing rates of per diem wages at City's offices. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

14.2 Contractor and each subcontractor shall forfeit as a penalty to City not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontractor under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

#### 15.0 Employment of Apprentices

15.1 Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by Contractor or any subcontractor. Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the DIR, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### 16.0 Nondiscrimination/Equal Employment Opportunity

16.1 Pursuant to Labor Code Section 1735 and other applicable provisions of law, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

**17.0 Labor/Employment Safety**

17.1 Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. Contractor shall further comply with all other federal, state or local safety regulations, as they may apply to its scope of work. City shall not be responsible for inspection of Contractor's safety practices or for safety violations caused by Contractor.

**18.0 Conflict of Interest**

18.1 Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement.

**19.0 General Provisions**

19.1 Contractor agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is San Diego County, North County Judicial Branch, California.

19.2 Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19.3 If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

19.4 Precedence of Agreement Documents. If there is a conflict between any of the contract documents, including attachments or incorporated documents such as the Request for Proposal (RFP) and Contractor's RFP response, the documents in the highest of precedence shall control. If no direct conflict exists, then Contractor is required to meet all requirements of this Agreement and all incorporated documents and references. The order of precedence, from highest to lowest, shall be as follows:

- a) This Agreement, including Attachments A and B.
- b) The City RFP.
- c) Contractor's RFP response.
- d) Standard Specifications.
- e) Reference Specifications.
- f) Industry Standards.

**20.0 Contractor's Books and Records/Audit Right**

20.1 Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any

longer period required by law, from the date of final payment to Contractor.

20.2 Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

20.3 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Council, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available for review and copying at Contractor's address indicated for receipt of notices in this Agreement.

20.4 City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the City Manager's office. Access to such records and documents shall be granted to any party authorized by Contractor's representatives, or Contractor's successor in interest.

#### **21.0 Written Notification**

21.1 Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:  
City of Encinitas  
505 N. Vulcan Ave Encinitas, Ca 92024

If to Contractor:  
West Coast Arborists, Inc.  
2200 E. Via Burton Street Anaheim, Ca 92806

#### **22.0 Contractor's Awareness And Compliance With The Americans With Disabilities Act Of 1990**

22.1 Contractor certifies that Contractor is aware of the requirements of the Americans with Disabilities Act of 1990 (42 U. S. Code §12101) and has complied with and will comply with these requirements, including but not limited to verifying compliance of their contractors, consultants, agents and employees.



West Coast Arborists, Inc.  
Contractor

By: [Signature] 1-8-2018  
(Signature) Date

PRESIDENT.  
(Title)

Attest: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

CITY OF ENCINITAS

By: [Signature] 1/8/18  
(Signature) Date

Asst. City Manager  
(Title)

APPROVED AS TO FORM

[Signature]  
Glenn Sabine, City Attorney *by Erin Chapman*

Dated: 1/8/18

## ATTACHMENT "A" CONTRACTOR'S SCOPE OF WORK

Contractor: West Coast Arborists, Inc.

The requirement of this Contract is to provide professional Urban Forestry Maintenance Services for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, documenting and all other services required to maintain the City of Encinitas trees in a safe, attractive and overall healthy condition.

The City proposes to enter into a Contract with a qualified Contractor who is proactive in their work and can meet the requirements set forth in this proposal package. The Contractor will be required to perform and complete the proposed Urban Forestry Maintenance Services in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete the work according to generally accepted International Society of Arboriculture (ISA) practices and standards, and in a timely manner that will meet the City's requirements. The successful proposer will be required to comply with all current prevailing wage requirements as set forth in the Labor Code administered by the Department of Industrial Relations.

There are two main program goals. First, the City requires an update to the current tree inventory and database, which includes updating and maintaining records throughout the term of the Contract. Second, the City requires an annual tree maintenance program to support and develop its Urban Forest. The following requirements are meant to meet these goals.

### A. Tree Inventory

1. Upon Contract award, the successful Proposer shall be required to provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City within ninety (90) days of the Contract award. The new inventory shall capture all trees within the Public Rights of Way, new tree sites, as well as, trees in parks, open space areas and city facilities. The Contractor shall provide, at no additional cost to the City, software support to the City for the entire term of the Contract. The Contractor shall provide the City with recommendations for tree maintenance, tree health care, recommended planting locations, and recommended removals. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for immediate termination of the Contract.
2. Tree Software Program - The Contractor shall operate and maintain, at no additional cost to the City, a computerized internet based urban forestry management program that includes, but is not limited to, municipal tree inventory, ability to send online work requests for services, work order tracking, work histories and the ability to update site specific tree data and work records, invoices tracking and job balances, reports, value of the urban forest, GPS accessibility, and various other computer information management system tools.
3. Record Keeping - The Contractor will provide, at no additional cost to the City, access to a record keeping system consisting of a password protected Internet-driven tracking program and internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The program shall have the capability to produce

detailed listings of trees and site information, work histories, service requests, summary reports and pictures of City tree species.

4. GPS - Since the City of Encinitas already has a tree inventory in GIS, the City's GIS Division will provide the current tree inventory feature class (SQL table) to the contractor as a starting point. This includes but is not limited to all publicly owned trees on street rights-of-way, parks and open spaces such as medians, streetscapes, etc.

The contractor shall then track the maintenance and characteristic information of the trees in the City of Encinitas' tree inventory feature class in ArcGIS version 10. Or, the contractor shall incorporate the City's tree inventory FacilityID field into their own database, and include x and y (lat/long) fields necessary to map the trees in GIS.

For on-going data maintenance, when a new tree is planted, the new tree site will be added as a record to the tree inventory, and will include the latitude/longitude coordinates (collected by the contractor using a Global Positioning System (GPS) device with minimum sub-meter accuracy). Lat/long coordinates shall be included at the time a new record is added, and will not be input at a later date through a bulk update process. Trees that are removed will not be deleted from the tree inventory, but will be coded as 'vacant'.

At required intervals, the contractor shall provide an ArcGIS version 10 file or personal geodatabase containing the updated tree feature class, which will be reconciled with the City GIS tree inventory. Or, the contractor may provide an Excel spreadsheet or Access database table containing updated information that can be joined to the City's GIS tree inventory based on FacilityID. If the contractor provides their own updated tree inventory database to the City, there will be a one-time requirement to provide a data dictionary of fields containing tree maintenance and tree characteristic information that corresponds to similar fields in the City's GIS tree inventory, so that the City is confident that accurate data synchronization/updating can occur.

5. Tree Inventories and Developing Inventory Databases - The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program to address its specific needs. The user-friendly program should allow customers to generate a variety of reports quickly.
6. Training and Support - The Contractor shall provide, at no additional cost to the City, training and support on the software system they provide for the entire term of the contract. Contractor shall provide training to designated City staff during the hours of 7:00 A.M. to 4:30 P.M. Monday through Friday. The Contractor shall be readily available by telephone or e-mail and shall respond to the City's inquiries in a timely manner.

#### B. Annual Maintenance Program

1. Public Relations - The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to, the public.

2. **Work Schedule** - Upon Contract award, the successful proposer shall be required to submit a work schedule based on the City's annual pruning requirements which is a systematic tree pruning program composed of existing grid or per-designed districts that are pruned in their entirety on a set schedule; removal & replacement programs which consist of removing trees designated by the City and replanting appropriate trees as replacements; and planting new appropriate trees in areas where trees do not currently exist. The proposal shall include a recommended annual work plan, daily work schedules, and personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future program needs the scheduled work may require multiple crews to perform concurrently within the same time constraints.

The Contractor is also required to provide service for trees prior to their regular and scheduled trim cycle in order to correct an immediate problem or concern as determined by the City's Designated Representative. Such request(s) shall be addressed and work completed within one (1) week of notice by the City.

3. **Work Hours and City Notification** - The Contractor's working hours, for normal work, shall be limited to the hours between 7:00 AM and 4:30 PM Monday through Friday, excluding recognized holidays. Deviation from normal working hours will not be allowed without prior authorization from the City's designated representative. The Contractor shall notify the City's Designated Representative 24hrs before beginning work. The notification shall include what work is being done and where, the name of the onsite supervisor and his or her direct phone number.
4. **Emergency Response** - The Contractor shall be responsible for responding to tree related emergency situations during normal business hours, after-hours, weekends and holidays. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days. Response time and protocol during emergencies is critical to the City of Encinitas.

As part of this Contract, the Contractor shall be required to make the City of Encinitas their priority client for responses during emergencies that cover the San Diego area.

- Telephone responses by the Contractor to tree related emergency calls during normal business hours and after-hours shall be made within (30) fifteen minutes of the initial call.
- The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation is sixty (60) minutes.
- The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is ninety (90) minutes.

Failure to meet these requirements may be cause for termination of the Contract.

5. **Competent Supervisor and Project Manager** - The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English, and holding the necessary certifications or credentials as described for that position. All supervisors must

possess adequate technical background to ensure that all work is accomplished per provisions of this Contract.

Contractor is required to have a competent Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

6. **Qualified Staff** - Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the Contract.
7. **Uniforms** - All employees of Contractor performing services shall appear neat and well-groomed at all times and shall be dressed in clean, unaltered uniforms at no additional cost to the City, with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall wear orange safety vests when operating machinery and/or while working near moving traffic as required by any applicable laws.
8. **Knowledge, Skills and Abilities** - The Contractor's employees shall be subject to the following minimum knowledge, skills, abilities and requirements:
  - The proper license to operate equipment;
  - Ability to operate and maintain equipment in accordance with the manufacturer's recommendations;
  - Mechanical ability to make required operator adjustments to the equipment being used;
  - Knowledgeable of safety regulations as they relate to tree care and traffic control;
  - First Aid Certification from a nationally recognized organization (minimum of one member of each crew);
  - Ability to communicate orally and in writing in English; and,
  - Demonstrated knowledge of tree care and related operations.
9. **ISA Standards** - The Contractor shall deliver a level of quality that is compatible with Current International Society of Arboriculture (ISA) standards, and standards and requirements described herein in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the Contract.
10. **Clean Worksite** - Upon completion of work on individual street segments that are under the Contract, Contractor shall clean the work site and all grounds adjacent to the work area of all rubbish, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over

which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operation shall be cleaned up immediately.

#### 11. Equipment

- a. Overnight parking of equipment, leaving unattended debris and staging of materials on City streets will not be permitted. Waste bins shall be removed from individual street segments once the work has been completed.
  - b. All equipment used and all maintenance practices employed shall be subject to the inspection of the City's designated representative and shall meet safety and functional requirements described herein. All vehicles and equipment operating under this Contract shall be properly marked with company identification and comply with all state and federal regulations. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be covered and in good repair and show no sign of fraying. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians. Failure to comply with this provision will be cause to have the equipment removed from the job site.
  - c. It is the Contractor's responsibility to maintain a sufficient inventory of equipment so as to complete work as specified. An inventory of equipment shall be provided with proposal. This inventory shall include the brand name, model number, weight and capacities of all equipment to be used in the performance of the Contract. All equipment is to be approved by the City prior to the start of the Contract. It is the Contractor's responsibility to notify the City's designated representative of any change in the equipment inventory during the performance of the Contract. This notification shall come in the form of an updated equipment inventory list, presented in the form of a memo on dated company letterhead. Failure to comply with this provision will be grounds to remove the Contractor from the job site until such time as equipment inventory discrepancies are addressed and may be grounds to terminate the Contract.
12. Disposal of Refuse and Debris/Landfill Diversion Requirement - All vegetation and debris generated by the Contractor in the performance of the work shall become the property of the Contractor and shall be removed from the work site promptly. The Contractor shall dispose of all generated debris at no additional cost to City and shall, at minimum, dispose of the material as is consistent with the requirements of AB 939. The Contractor is encouraged to divert as much material as possible from the landfill, meeting or exceeding the City's goal of seventy-five (75) percent diversion rate. It is anticipated that one-hundred (100) percent of the material from the work could be diverted, unless a particular tree is diseased or not suitable for reuse.
13. Protecting the Urban Forest - If, at any time, the Contractor is unclear, on what course of action to follow in the field, the Contractor shall consult with the City's designated representative. The Contractor should never proceed with an action that will result in the permanent disfigurement of the structure or value of a tree. Contractors responsible for the disfigurement of trees shall be penalized in an amount equal to the appraised value of the subject tree as determined by an independent Consulting Arborist.



14. Safety Requirements - The Contractor shall conduct all work outlined in the Contract in such a manner as to meet all currently accepted standards for safe practices during the operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all current City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA, CAL EPA Safety Orders and ANSI Z133.1 Safety Requirements for Arboricultural Operations at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.

15. Traffic Control - The Contractor shall be responsible for traffic control and safety regulations as related to any City, State or County requirements while working in the public right-of-way or on any City project. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines and any City, County or State supplements guidelines and/or regulations and laws. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the MUTCD (Manual on Uniform Traffic Control Devices) and any California supplements to the MUTCD and any local regulations.

Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the City's designated representative.

The Contractor shall display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic. At no time shall traffic be permitted to enter, or operations allowed to continue, in any work zone that presents a dangerous conditions to pedestrian and/or vehicular traffic.

The Contractor may be required to submit a traffic control plan to the Engineering Department as directed by the City's designated representative.

16. Utility Coordination - The Contractor shall recognize the rights of utility companies within the public right-of-way or on any City project and their need to maintain and repair their facilities. The Contractor shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. Contractor shall notify the City's designated representative of any utility that is disturbed or damaged and shall contact the appropriate utility to arrange for repair.

#### 17. Authority and Inspections

- a. The City's designated representatives shall, at all times, have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials and equipment used and employed in the work. Whenever the Contractor varies the period during which work is carried out, they shall give due notice to the City's designated representative so

that property access for inspection may be provided. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the City's designated representative.

- b. If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to the City's designated representative for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original requirements.
  - c. All work shall be completed to the satisfaction of and under the supervision of the City's designated representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension or termination of Contract. Inspection of work will be done by the City's designated representative, during the performance of work or when deemed necessary.
  - d. If any portion of the work done under the Contract proves defective or not in accordance with the requirements, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the City's designated representative shall have the right and authority to retain the work, but he/she may make such deductions in the payment due the Contractor as may be just and reasonable.
  - e. Any work which is defective or deficient in any of the requirements or specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner and within a reasonable amount of time as determined by the City, at the Contractor's own expense.
  - f. In any other case, a letter will be sent to Contractor noting deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period of time not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, the City has the right to terminate the Contract or deduct payment as is proportionately appropriate for non-compliance with the requirements and specifications of the Contract.
18. Quantities/ Minor Modifications and/or Additional Work - The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the requirements or specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City's designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in this document shall be subject to prior written approval of the City. Any price adjustments shall be made by mutual consent of the City and Contractor.

Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not

listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.

19. Invoicing - Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to the date the work took place, a list of each street or location that work took place, the address of each individual work site and the activity, the species and its current condition, height, trunk diameter and canopy spread of each individual tree. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.
20. Withholding Payment - The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:
  - Defective, unsatisfactory or inadequate work not corrected; if notified by the City
  - Claims filed, or reasonable evidence indicating probable filing of claims;
  - Failure of the Contractor to make proper payments to subcontractors or for materials or labor;
  - A reasonable doubt that the contract can be completed for the balance unpaid; and,
  - Damage that resulted from an incident involving property damage.
21. Stop Work
  - a. If the Contractor, after having officially commenced work on said Contract, should discontinue work for any cause, he/she shall notify the City's Designated Representative of the intent to do so, and shall further notify of the date for restarting operations.
  - b. The City, at the discretion of the City's Designated Representative, may require the Contractor to Stop Work if any condition presents an unreasonable liability to the City, until such time as the condition is corrected to the satisfaction of the City.
22. Risk Management - Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times is dangerous and can result in serious injury. A loss control incident will not be tolerated and may result in termination of this Contract. The Contractor shall be responsible for mitigating any damage related to a loss of control incident.
23. Investigation - Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on City property or while in the performance of work based on the contract, including a complete written report submitted to the City's Designated Representative within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during permitted or contracted tree operation, the persons conducting the work shall immediately notify the proper owners or authorities. Repairs to property damaged by the responsible party shall be made within forty-eight (48) hours, except utility lines, which shall be repaired the same working day.

Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City of Encinitas. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City.

Special attention is drawn to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and the need to avoid damage and to repair any damage that occurs within a reasonable amount of time as determined by the City's Designated Representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

Contractor's Initials: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT "B" PAYMENT OF SERVICES

Contractor: West Coast Arborists, Inc.

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Planting (per tree). Tree planting Includes tree, materials and planting costs	Unit Price in Figures
15 Gallon (double staked per specs)	\$145.00
24 inch Box (double staked per specs)	<u>\$240.00</u>
36 inch Box (double staked per specs)	<u>\$825.00</u>
48 inch Box	<u>\$1,450.00</u>
60 inch Box	<u>\$2,450.00</u>
Tree Watering (per hour). Watering of young trees, water truck/operator-per hour	<u>\$70.00</u>
Tree Pruning (by Grid). Price per tree to Prune by Grid	<u>\$62.00</u>
Tree Pruning (per Service Requests). Full prune tree or by Species	
0"-6" Diameter Standard Height	<u>\$62.00</u>
7"-12" Diameter Standard Height	<u>\$82.00</u>
13"-18" Diameter Standard Height	<u>\$102.00</u>
19"-24" Diameter Standard Height	<u>\$142.00</u>
25"-30" Diameter Standard Height	<u>\$232.00</u>
31"-36" Diameter Standard Height	<u>\$302.00</u>
36"+ Diameter Standard Height	<u>\$402.00</u>
Crown Raise/Clearance Prune Hardwood tree	
0"-6" Diameter Standard Height	<u>\$25.00</u>
7"-12" Diameter Standard Height	<u>\$25.00</u>
13"-18" Diameter Standard Height	<u>\$25.00</u>
19"-24" Diameter Standard Height	<u>\$25.00</u>
25"-30" Diameter Standard Height	<u>\$25.00</u>
31"-36" Diameter Standard Height	<u>\$25.00</u>
36"+ Diameter Standard Height	<u>\$25.00</u>
Palm Tree Trimming	
Prune Date Palm (Phoenix spp.)	<u>\$150.00</u>
Clean Trunk for Date Palm (Phoenix spp.)	<u>\$20.00</u>
Prune Fan Palm (Washingtonia spp.)	<u>\$62.00</u>
Clean Trunk for Fan Palm (Washingtonia spp.)	<u>\$12.00</u>
Prune all other Palm Species	<u>\$62.00</u>

Tree Removal (per inch). Tree and Stump removal per inch measured trunk diameter at 4'6" (Diameter Standard Height)	
0"-6" Diameter Standard Height	<u>\$20.00</u>
7"-12" Diameter Standard Height	<u>\$30.00</u>
13"-18" Diameter Standard Height	<u>\$30.00</u>
19"-24" Diameter Standard Height	<u>\$30.00</u>
25"-30" Diameter Standard Height	<u>\$30.00</u>
31"-36" Diameter Standard Height	<u>\$40.00</u>
36"+ Diameter Standard Height	<u>\$40.00</u>
Stump grinding per stump diameter inch at grade	<u>\$15.00</u>
Milling Cost (per board foot). Milling Lumber per Board Foot	<u>\$8.00</u>
Root Pruning (per linear foot). Per foot of roots pruned	<u>\$15.00</u>
Root Barrier Installation (per linear foot). Per foot of root barrier installed	<u>\$20.00</u>
General Labor Rates (by hour)	
Hourly rate for 1 Ground-person	<u>\$70.00</u>
Hourly rate for 1 Equipment Operator	<u>\$70.00</u>
Hourly rate for 1 Trimmer	<u>\$70.00</u>
Day Rate Service Crew (per day). Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	<u>\$1,680.00</u>
Specialty Equipment Day Rate (per day). Per eight (8) hour day	<u>\$1,200.00</u>
Emergency Services (per hour). Fully equipped 3 person crew called in for emergency service	
During normal business hours	<u>\$210.00</u>
After hours, weekends &/or holidays	<u>\$300.00</u>
General Arborist Services (per hour).	
Arborist Reports	<u>\$140.00</u>
Resistograph Testing	<u>\$140.00</u>
Ground Penetrating Radar	<u>\$800.00</u>
Air Spade Services	<u>\$140.00</u>
Fumigation	<u>\$140.00</u>
Fertilization	<u>\$140.00</u>
Level 1,2,3 Risk Assessments	<u>\$140.00</u>
Soil Testing / Tree Well Enhancements	<u>\$140.00</u>
GPS Tree Inventory (per tree site). Cost per tree site	<u>\$3.00</u>



Plant Health Care Services

Tree Spraying from Ground Level (per diameter inch)	\$2.00
Tree Spraying from Aerial Tower (per diameter inch)	\$4.00
Insecticide Trunk Banding (per diameter inch)	\$5.00
Plant Growth Regulator (PGR) Trunk Banding (per diameter inch)	\$2.00
Plant Growth Regulator (PGR) Soil Application (per diameter inch)	\$4.00
Insecticide or Fungicide Soil Application (per diameter inch)	\$2.00
Fertilizer Drenching (per diameter inch)	\$2.00
Trunk Injection - Insecticide/Miticide (per diameter inch)	\$4.50
Trunk Injections - Fungicide (per diameter inch)	\$3.50
Trunk Injection - Insecticide and Fungicide (per diameter inch)	\$8.00

Contractor's Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK ONTO THE CITY OF ENCINITAS URBAN FORESTRY MAINTENANCE SERVICES CONTRACT WITH WEST COAST ARBORIST, INC. (WCA) TO AWARD A CONTRACT FOR GRANT COORDINATION SERVICES IN AN AMOUNT NOT TO EXCEED \$196,000, FUNDED BY A CAL FIRE URBAN AND COMMUNITY FORESTRY GRANT

WHEREAS, in 2015, the City of National City was awarded an Urban & Community Forestry Greenhouse Gas Reduction Fund grant in the amount of \$276,685 through the California Department of Forestry and Fire Protection (CAL FIRE) to develop an Urban Forest Management Plan for National City which included conducting a Geographic Information System (GIS)-based City tree inventory estimated at 10,000 trees, developing a long-range Urban Forestry Management Plan, updating corresponding City Council policies and ordinances, creating a National City Urban Forest webpage, and providing a web-based tree maintenance scheduling interface for residents; and

WHEREAS, in 2015, the City contracted with West Coast Arborist, Inc. (WCA), a highly qualified and reputable contractor in the field of urban forestry, to assist the City's park maintenance staff with addressing the growing backlog of tree trimming requests for service and through implementation of a grid-based tree trimming program, WCA proved to be effective in assisting City crews with clearing the backlog, which allowed City crews to focus on maintaining their tree trimming schedule; and

WHEREAS, on May 22, 2017, the City of National City was awarded an Urban and Community Forestry Grant in the amount of \$650,800 through CAL FIRE to fund the purchase, planting and initial maintenance of 1,700 trees, to be performed by a contractor and competed by March 2020; and

WHEREAS, an additional requirement of the Urban and Community Forestry Grant is to involve the community in tree planting, care, and foster stewardship while educating residents about the importance of an urban forest and greenhouse gas reduction, therefore, the City desired to employ a contractor to provide grant coordination services which included providing volunteer group workshop trainings, tree and site selection processing, and matched funds collections to meet the requirements of the grant; and

WHEREAS, on May 15, 2018, per Resolution No. 2018-72, City Council awarded a contract to West Coast Arborist, Inc. (WCA) for the planting of 1,700 trees citywide to be completed by March 30, 2020; and

WHEREAS, there is an opportunity to piggyback onto the City of Encinitas' Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. (WCA) to award a contract for grant coordination services in an amount not to exceed \$196,000, funded by a CAL FIRE Urban and Community Forestry Grant; and

WHEREAS, National City Municipal Code Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City; and

WHEREAS, National City's Purchasing staff reviewed the contract and has confirmed that the contract was competitively bid through a standard RFP process, and that the City of Encinitas' procurement procedures are in substantial compliance with those of National City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City waives the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback onto the City of Encinitas' Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. (WCA) to award a contract for grant coordination services in an amount not to exceed \$196,000, funded by a CAL FIRE Urban and Community Forestry Grant.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City Granting a Utility Easement to San Diego Gas & Electric Company \(SDG&E\) to underground, construct and/or maintain electrical and communications facilities that service Las Palmas Municipal Pool and Camacho Recreation Center; and authorizing the Mayor to sign the Utility Easement. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City Granting an Easement to San Diego Gas & Electric Company (SDG&E) to underground, construct and/or maintain electrical and communications facilities that service Las Palmas Municipal Pool and Camacho Recreation Center; and authorizing the Mayor to sign the Easement.

**PREPARED BY:** Charles Nissley

**DEPARTMENT:** Engineering and Public Works

**PHONE:** 336-4396

**APPROVED BY:** 

**EXPLANATION:**

Staff is currently working on a project to upgrade electrical systems and provide new service connections for Las Palmas Municipal Pool and Camacho Recreation Center. In order to facilitate this work, SDG&E needs to install new conduits, electrical cabling and equipment upgrades through the park, which will require an easement.

The new lines will come off of Newell Street, follow the northerly right of way line of E. 22nd Street, and tie into an existing system that connects from a power pole inside the park. This pole will be removed as part of the work.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution Granting an Easement to SDG&E to underground, construct and/or maintain electrical and communications facilities that service Las Palmas Municipal Pool and Camacho Recreation Center.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Easement Grant Deed
2. Resolution

Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
P O Box 129831  
San Diego, CA 92112-9831  
Attn: Real Estate Records – SD1170

SPACE ABOVE FOR RECORDER'S USE

Project No. 3-199246  
Const. No. 3-199261

A.P.N. No. 561-360-35  
SR No. : 257439

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY

**RW 369958**

UTILITY EASEMENT

CITY OF NATIONAL CITY, a municipal corporation (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and appurtenances for the transmission and distribution of electricity.
2. Communication facilities, and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of Quarter Sections 127, 128, and 134 of Rancho De La Nacion, according to Map thereof No. 166, filed in the Office of the County recorder of said County of San Diego, said portion is more particularly described in Resolution No. 6280, filed at the City of National City, City Clerk, passed and adopted on November 3, 1954.



The easement in the aforesaid lands shall be more particularly described on Exhibit "A" and shown and delineated on Exhibit "B", consisting of five (5) sheets, attached hereto and made a part hereof.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, park any vehicle, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground facility installed within this easement.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to, after providing notice to Grantor, trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

Grantee agrees that if Grantee's facilities interfere with the use, repair, or improvement of Grantor's property, Grantee shall relocate its facilities to another location(s) designated by Grantor in Grantor's discretion, reasonably exercised, and at Grantor's expense. The relocation shall take place within 90 days after (1) Grantee has received written notice from Grantor to relocate the facilities; (2) after Grantor has fully reimbursed Grantee for the cost of the facilities relocation; and (3) after Grantor has furnished Grantee with easement(s) acceptable to Grantee for the new location(s).

Grantee shall indemnify and hold Grantor harmless from and against any claim or liability for injury to any person or damage to Grantor's property caused by the installation or maintenance of Grantee's facilities in this easement, except when that injury or damage is caused by the negligence or willful misconduct of Grantor, his agents, employees, or volunteers.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619)- 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

Drawn: SLS/BT

Checked: \_\_\_\_\_

Date: 09/18/2018 (rev. 2/4/2019)

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR**

CITY OF NATIONAL CITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
(name, title of officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

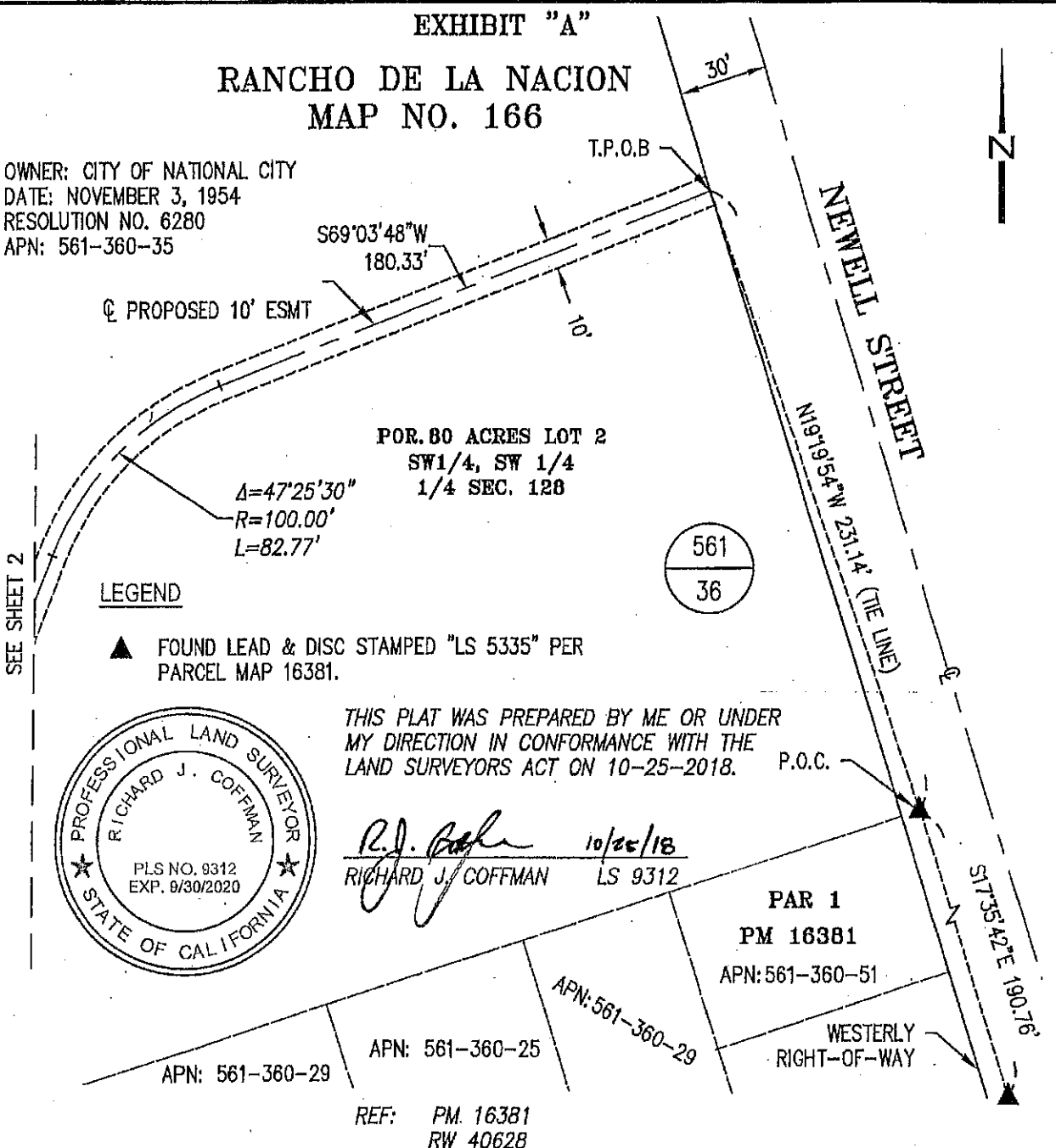
\_\_\_\_\_  
(Signature of Notary Public)

(Notary Seal)

EXHIBIT "A"

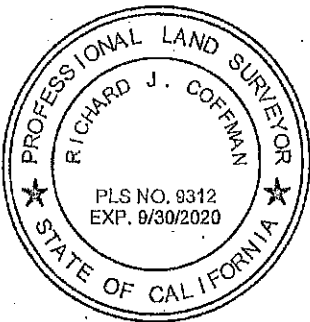
RANCHO DE LA NACION  
MAP NO. 166

OWNER: CITY OF NATIONAL CITY  
DATE: NOVEMBER 3, 1954  
RESOLUTION NO. 6280  
APN: 561-360-35



LEGEND

▲ FOUND LEAD & DISC STAMPED "LS 5335" PER PARCEL MAP 16381.



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYORS ACT ON 10-25-2018.

*R.J. Coffman* 10/25/18  
RICHARD J. COFFMAN LS 9312

PAR 1  
PM 16381  
APN: 561-360-51

APN: 561-360-29 APN: 561-360-25 APN: 561-360-29

REF: PM 16381  
RW 40628

SHEET 1 OF 3

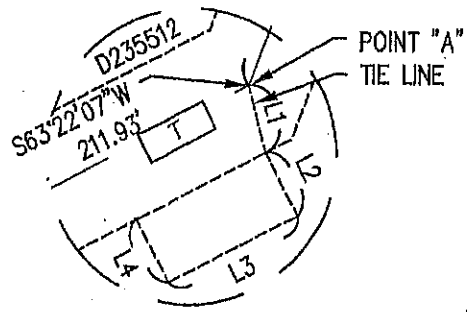
UG ELEC

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA		ORIGINATOR: V. WALTERS	OK TO INSTALL:	PROJECT NO. 300000199246
		SURVEYED BY: WHP/RJC	R/W OK:	CONST. NO. 4127838
LAS PALMAS POOL & REC. CENTER E. 22ND STREET NATIONAL CITY, CA		DRAWN BY: WHP/JLB	DATE:	DRAWING NO. L-16633
		DATE: 10-25-2018	THOS. BROS. 1310-A2	
		SCALE: 1"=50'		
NO.	SUPPLEMENTS	DATE:	BY:	APP'D

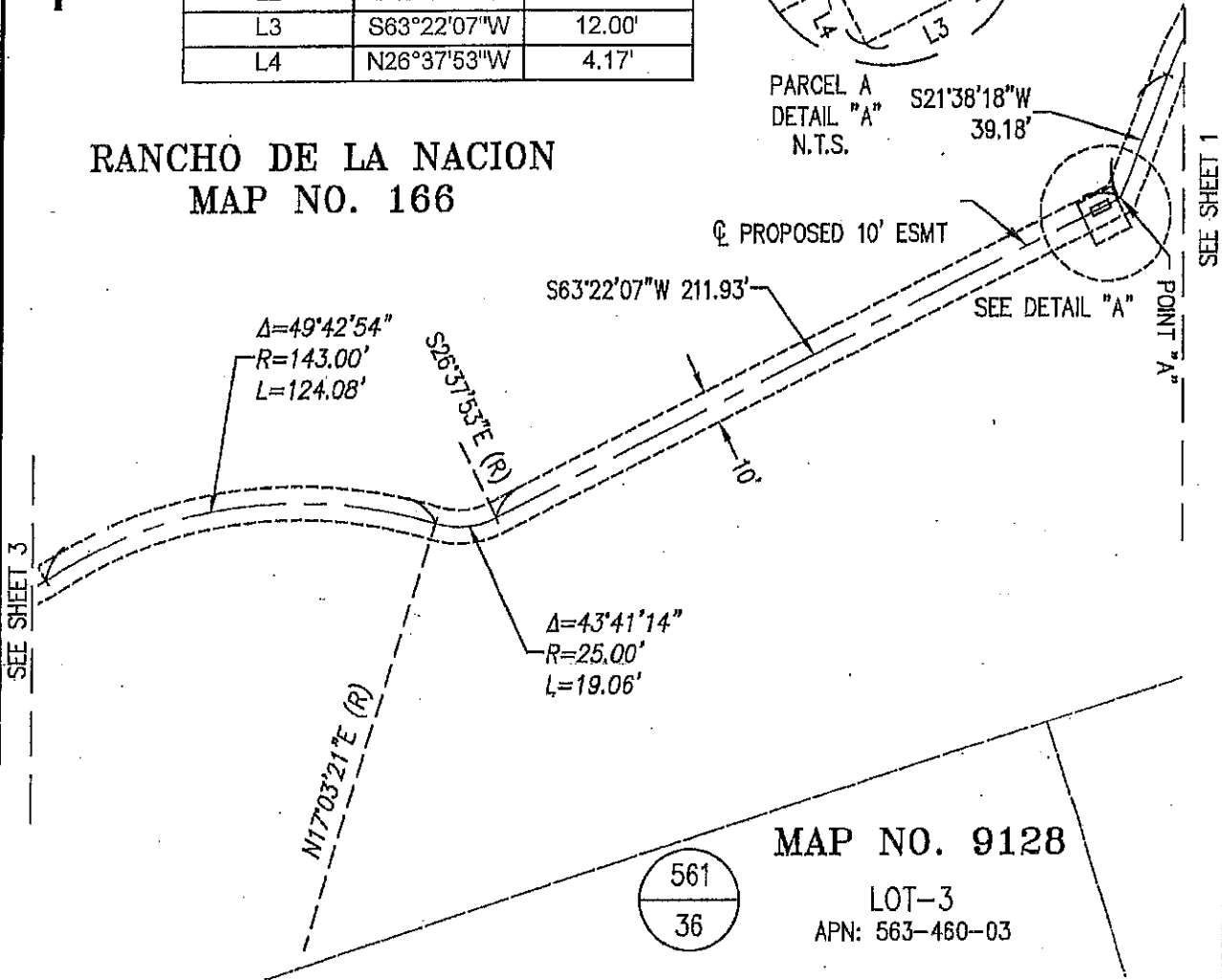
EXHIBIT "A"



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S15°11'05"E	5.10'
L2	S26°37'53"E	4.17'
L3	S63°22'07"W	12.00'
L4	N26°37'53"W	4.17'



RANCHO DE LA NACION  
MAP NO. 166



MAP NO. 9128

LOT-3

APN: 563-460-03

REF: PM 16381  
RW 40628

SHEET 2 OF 3

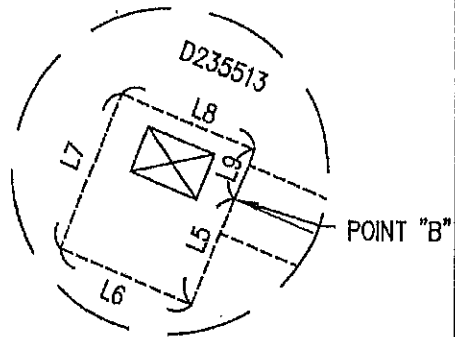
UG ELEC

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA LAS PALMAS POOL & REC CENTER E. 22ND CTREET NATIONAL CITY, CA SAN DIEGO COUNTY	ORIGINATOR: V. WALTERS	OK TO INSTALL:	PROJECT NO. 300000199246		
	SURVEYED BY: WHP/RC	R/W OK:	CONST. NO. 4-127838		
	DRAWN BY: WHP/JLB	DATE: 10-25-2018	THOS. BROS. 1310-A2	DRAWING NO. L-16633	
	SCALE: 1"=50'				
NO.	SUPPLEMENTS		DATE:	BY	APP'D

EXHIBIT "A"

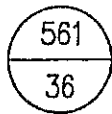
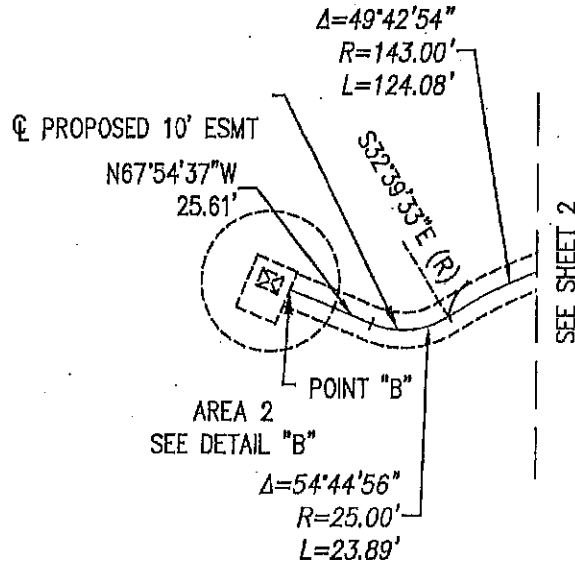


LINE DATA TABLE		
LINE	BEARING	DISTANCE
L5	S22°05'23"W	10.54'
L6	N67°54'37"W	12.50'
L7	N22°05'23"E	16.00'
L8	S67°54'37"E	12.50'
L9	S22°05'23"W	5.46'



PARCEL B  
DETAIL "B"  
N.T.S.

RANCHO DE LA NACION  
MAP NO. 166



REF: PM 16381  
RW 40628

SHEET 3 OF 3

UG ELEC

SAN DIEGO GAS & ELECTRIC SAN DIEGO, CALIFORNIA LAS PALMAS POOL & REC CENTER E. 22ND CTREET NATIONAL CITY, CA SAN DIEGO COUNTY	ORIGINATOR: V. WALTERS	OK TO INSTALL:	PROJECT NO. 300000199246	
	SURVEYED BY: WHP/RC	R/W OK:	CONST. NO. 4127838	
	DRAWN BY: WHP/JLB	DATE: -	DRAWING NO. L-16633	
	DATE: 10-25-2018	THOS. BROS. 1310-A2		
SCALE: 1"=50'				
NO.	SUPPLEMENTS	DATE:	BY	APP'D

EXHIBIT "B"  
APN: 561-360-35

THAT CERTAIN 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF QUARTER SECTION 128 OF RANCHO DE LA NACION ACCORDING TO THE MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY OF SAN DIEGO RECORDER ON OCTOBER 15, 1916, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAID 10.00 FOOT WIDE STRIP OF LAND BEING 5.00 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A LEAD AND DISC STAMPED L.S. 5335 ON A 7.00 FOOT OFFSET MEASURED AT RIGHT ANGLES FROM THE WESTERLY RIGHT OF WAY LINE OF NEWELL STREET AS SHOWN ON PARCEL MAP 16381 FILED IN OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON FEBRUARY 15, 1991, SAID POINT BEING 7.04 FOOT MEASURED ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL MAP, A LEAD AND DISC STAMPED L.S. 5335 ON A 7.00 FOOT OFFSET FROM THE WESTERLY RIGHT OF WAY LINE AS SHOWN ON SAID PARCEL MAP BEARS SOUTH 17°35'42" EAST, 190.76 FEET; THENCE NORTH 19°19'54" WEST 231.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF NEWELL STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING.**

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE SOUTH 69°03'48" WEST, 180.33 FEET TO THE BEGINNING OF A TANGENT 100.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°25'30" A DISTANCE OF 82.77 FEET; THENCE TANGENT TO SAID CURVE SOUTH 21°38'18" WEST, 39.18 FEET TO THE ANGLE POINT DESIGNATED HEREIN AS POINT 'A'; THENCE SOUTH 63°22'07" WEST, 211.93 FEET TO THE BEGINNING OF A TANGENT 25.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE CONTINUING WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°41'14" A DISTANCE OF 19.06 FEET TO A POINT OF REVERSE CURVE WITH A 143.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 17°03'21" EAST; THENCE CONTINUING WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°42'54" A DISTANCE OF 124.08 FEET TO A POINT OF REVERSE CURVE WITH A 25.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 32°39'33" EAST; THENCE CONTINUING WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°44'56" A DISTANCE OF 23.89 FEET; THENCE TANGENT TO SAID CURVE NORTH 67°54'37" WEST, 25.61 FEET TO THE POINT OF TERMINUS DESIGNATED HEREIN AS POINT 'B'; TOGETHER WITH THE FOLLOWING DESCRIBED PARCELS OF LAND:



EXHIBIT "B"  
APN: 561-360-35

PARCEL A:

BEGINNING AT HEREINABOVE DESCRIBED POINT 'A'; THENCE SOUTH 15°11'05" EAST, 5.10 FEET TO THE SOUTHERLY SIDELINE OF THE ABOVE DESCRIBED 10.00 FOOT EASEMENT; THENCE SOUTH 26°37'53" EAST, 4.17 FEET; THENCE SOUTH 63°22'07" WEST, 12.00 FEET; THENCE NORTH 26°37'53" WEST, 4.17 FEET TO THE SOUTHERLY SIDE LINE OF SAID 10.00 FOOT EASEMENT.

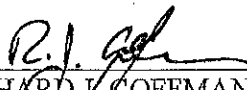
PARCEL B:

BEGINNING AT HEREINABOVE DESCRIBED POINT 'B'; THENCE SOUTH 22°05'23" WEST, 10.54 FEET; THENCE NORTH 67°54'37" WEST, 12.50 FEET; THENCE NORTH 22°05'23" EAST, 16.00 FEET; THENCE SOUTH 67°54'37" EAST, 12.50 FEET; THENCE SOUTH 22°05'23" WEST, 5.46 FEET TO THE POINT OF BEGINNING.

THE SIDELINES OF SAID 10.00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO BEGIN IN THE WESTERLY RIGHT OF WAY LINE OF NEWELL STREET.

CONTAINING 7,319 SQ FT MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

  
RICHARD J. COFFMAN PLS NO. 9312  
10/25/18  
LICENSE EXPIRES 9/30/2020



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
GRANTING A UTILITY EASEMENT TO SAN DIEGO GAS & ELECTRIC COMPANY  
(SDG&E) TO UNDERGROUND, CONSTRUCT AND/OR MAINTAIN ELECTRICAL  
AND COMMUNICATIONS FACILITIES THAT SERVICE LAS PALMAS MUNICIPAL  
POOL AND CAMACHO RECREATION CENTER, AND AUTHORIZING THE MAYOR  
TO SIGN THE UTILITY EASEMENT

WHEREAS, City staff is currently working on a project to upgrade electrical systems and provide new service connections for Las Palmas Municipal Pool and Camacho Recreation Center; and

WHEREAS, in order to facilitate said work, San Diego Gas & Electric Company (SDG&E) needs to install new conduits, electrical cabling and equipment upgrades through the park, which will require a utility easement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby grants a Utility Easement to SDG&E to underground, construct and/or maintain electrical and communications facilities that service Las Palmas Municipal Pool and Camacho Recreation Center and authorizes the Mayor to execute said Utility Easement.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of “No Truck Parking” signage on the east side of Cleveland Avenue, between W. 22nd Street and the driveway in front of 2143 Cleveland Avenue \(TSC No. 2019-01\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of "No Truck Parking" signage on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of 2143 Cleveland Avenue (TSC No. 2019-01).

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

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of "No Truck Parking" signage on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of 2143 Cleveland Avenue.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on March 13, 2019, the Traffic Safety Committee approved staff's recommendation to install "No Truck Parking" signage on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of 2143 Cleveland Avenue.

**ATTACHMENTS:**

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on March 13, 2019 (TSC No. 2019-01)
3. Resolution

## **EXPLANATION**

Mr. Ted Godshalk, resident of 2143 Cleveland Avenue, has requested the installation of "No Truck Parking" signage on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of his property. Mr. Godshalk stated that semi-trucks park very often and use up the available on-street parking in front of his residence.

Staff visited the site and verified that Mr. Godshalk's property is located in an industrial area in which there is a handful of residential properties. The on-street parking spaces available are mostly occupied by employees or customers of the adjacent businesses. In addition, it should be noted that his residence is located near the National City Marine Terminal where a large number of trucks operate for picking up or delivering containers at the terminal. Staff also confirmed that there is approximately 124 feet of on-street parallel parking spaces available for six vehicles on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and Mr. Godshalk's driveway.

City Public Works staff previously installed marked parking spaces in order to discourage trucks from parking in this area; however, trucks continue to park across the marked spaces. Staff is now requesting authorization to install "No Truck Parking" signs to allow for more efficient enforcement and to serve as a stronger warning to drivers that truck parking is prohibited.

The Traffic Safety Committee voted unanimously to approve the installation of 124 feet of "No Parking Vehicles Over 6' High" signs (R28D) on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of 2143 Cleveland Avenue in order to provide on-street parking for the residential properties and to discourage semi-trucks from parking on this side of the street.

This item was presented to the Traffic Safety Committee (TSC) on March 13, 2019. Mrs. Godshalk was in attendance to speak in support of the item.

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



Location Map with Proposed Enhancements (TSC Item: 2019-01)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR MARCH 13, 2019**

**ITEM NO. 2019-01**

**ITEM TITLE:** REQUEST TO INSTALL "NO TRUCK PARKING" SIGNAGE ON THE EAST SIDE OF CLEVELAND AVENUE, BETWEEN W. 22<sup>ND</sup> STREET AND THE DRIVEWAY OF THE PROPERTY LOCATED AT 2143 CLEVELAND AVENUE

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

**DISCUSSION:**

Mr. Ted Godshalk, resident of 2143 Cleveland Avenue, has requested the installation of "No Truck Parking" signage on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of his property. Mr. Godshalk stated that semi-trucks park very often and use up the available on-street parking in front of his residence.

Staff visited the site and verified that Mr. Godshalk's property is located in an industrial area in which there is a handful amount of residential properties. The on-street parking spaces available are mostly occupied by employees or customers of the adjacent businesses. In addition, it should be noted that this is located near the National City Marine Terminal where a large number of trucks operate for picking up or delivering containers at the terminal. Staff also confirmed that there is approximately 124 feet of on-street parallel parking spaces available for six (6 vehicles) on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and Mr. Godshalk's driveway.

**STAFF RECOMMENDATION:**

Staff recommends the installation of 124 feet of "No Parking Vehicles Over 6' High" signs (R28D) on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of 2143 Cleveland Avenue in order to provide on-street parking for the residential properties and to discourage semi-trucks from parking in this area.

**EXHIBITS:**

1. Public Request;
2. Public Notice;
3. Location Map;
4. Photos;

2019-01





March 6, 2019

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2019-01

**REQUEST TO INSTALL "NO TRUCK PARKING" SIGNAGE ON THE EAST SIDE OF CLEVELAND AVENUE, BETWEEN W. 22<sup>ND</sup> STREET AND THE DRIVEWAY OF THE PROPERTY LOCATED AT 2143 CLEVELAND AVENUE.**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, March 13, 2019, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2<sup>nd</sup> Floor of City Hall via a pedestrian bridge.

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 2019-01.

Sincerely,

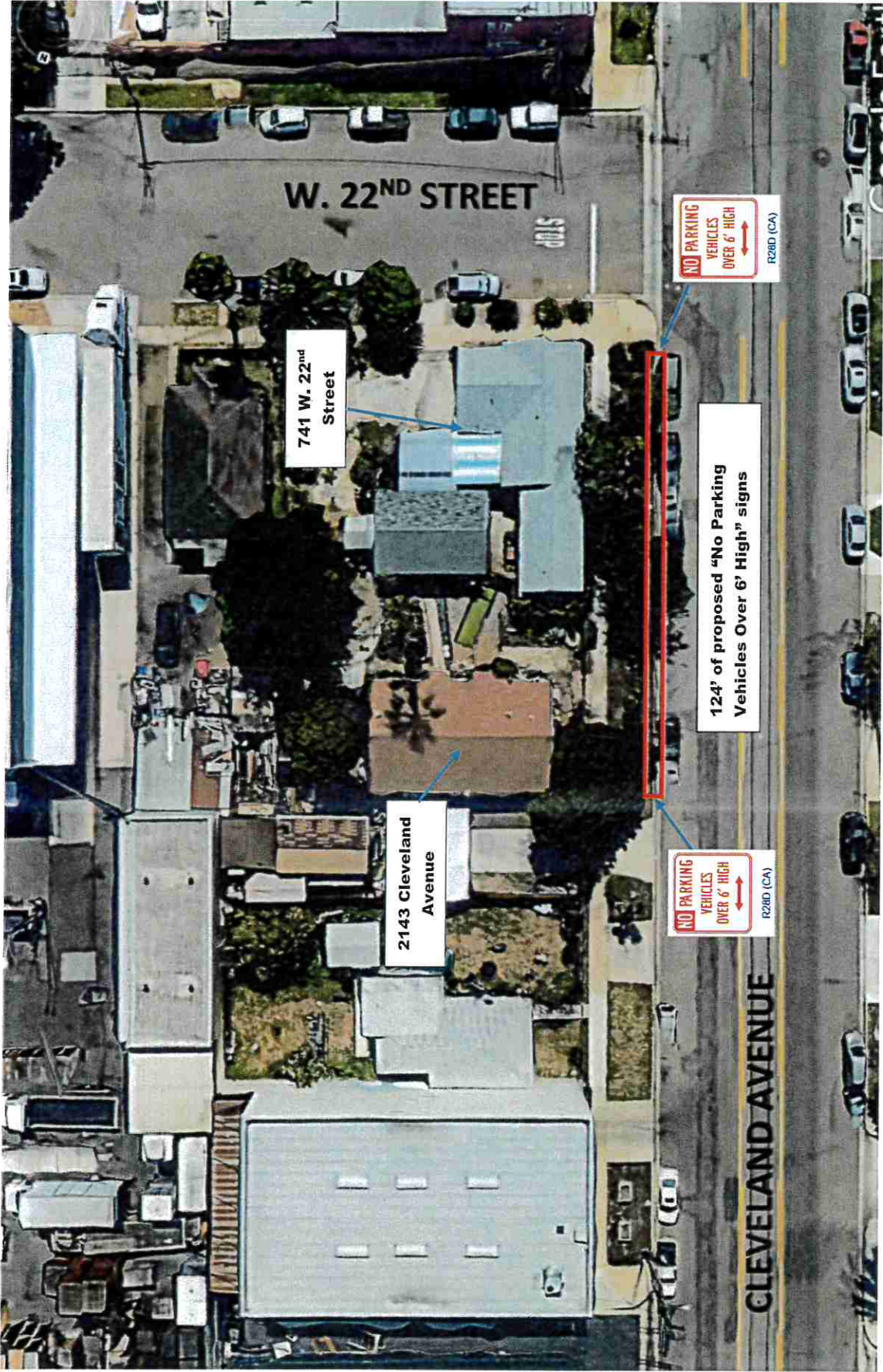
Stephen Manganiello  
City Engineer

SM:ch

Enclosure: Location Map

2019-01

Location Map with Proposed Enhancements (TSC Item: 2019-01)





Traffic Safety Comm

PUBLIC REQUEST FORM

Contact Information

Name: Ted Godshalk
Address: 2143 Cleveland Ave.
Phone:
Email:

Request Information

Location: Curbside 2143 Cleveland & 741 W. 22nd St.
Request: We have a very unsafe condition when using our driveway at 2143. We would like to request a "No Truck PARKING" sign be installed between the street corner and our driveway. We request red paint on the curb to the south of our driveway. We also request a "No Truck PARKING" sign east 25' of the driveway at 741 W. 22nd Street.
Attachments: [X] Yes [ ] No Description: photos

Internal Use Only:

Request Received By:
Date:
Received via: [ ] Counter/In-Person [ ] Telephone [ ] Email [ ] Fax [ ] Referral:
Assigned To:
Notes:





Location of proposed "No Parking vehicles over 6' High" signs on the east side of Cleveland Avenue (looking south)



Location of proposed "No Parking vehicles over 6' High" signs on the east side of Cleveland Avenue (looking north)





RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF “NO TRUCK PARKING” SIGNAGE ON THE  
EAST SIDE OF CLEVELAND AVENUE, BETWEEN W. 22<sup>ND</sup> STREET AND THE  
DRIVEWAY IN FRONT OF 2143 CLEVELAND AVENUE

WHEREAS, Mr. Ted Godshalk, resident on Cleveland Avenue, has requested the installation of “No Truck Parking” signage on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of his property to provide on-street parking for the residential properties and to discourage semi-trucks from parking on this side of the street; and

WHEREAS, City staff visited the site and verified that Mr. Godshalk’s property is located in an industrial area in which there is a handful of residential properties and the on-street parking spaces available are mostly occupied by employees or customers of the adjacent businesses; and

WHEREAS, Mr. Godshalk’s property is also located near the National City Marine Terminal where a large number of trucks operate for picking up or delivering containers at the terminal; and

WHEREAS, at the Traffic Safety Meeting on March 13, 2019, the Traffic Safety Committee approved staff’s recommendation to install 124 feet of “No Truck Parking” signage on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of 2143 Cleveland Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of “No Truck Parking” signage on the east side of Cleveland Avenue, between W. 22<sup>nd</sup> Street and the driveway in front of 2143 Cleveland Avenue in order to provide on-street parking for the residential properties.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of signage and striping improvements on “F” Avenue to provide access to the new parking lot proposed for student drop-off/pick-up at Olivewood Elementary School \(TSC No. 2019-02\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of signage and striping improvements on "F" Avenue to provide access to the new parking lot proposed for student drop-off/pick-up at Olivewood Elementary School (TSC No. 2019-02).

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

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of signage and striping improvements on "F" Avenue in order to provide access for the proposed driveway for Olivewood Elementary School.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on March 13, 2019, the Traffic Safety Committee approved staff's recommendation to install signage and striping improvements on "F" Avenue to provide access to the new parking lot proposed for student drop-off/pick-up at Olivewood Elementary School.

**ATTACHMENTS:**

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on March 13, 2019 (TSC No. 2019-02)
3. Resolution

## **EXPLANATION**

The National School District is requesting to install signage and striping improvements on "F" Avenue to provide access to the new parking lot proposed for student drop-off/pick-up at Olivewood Elementary School.

The proposed scope of work in the right of way includes the following:

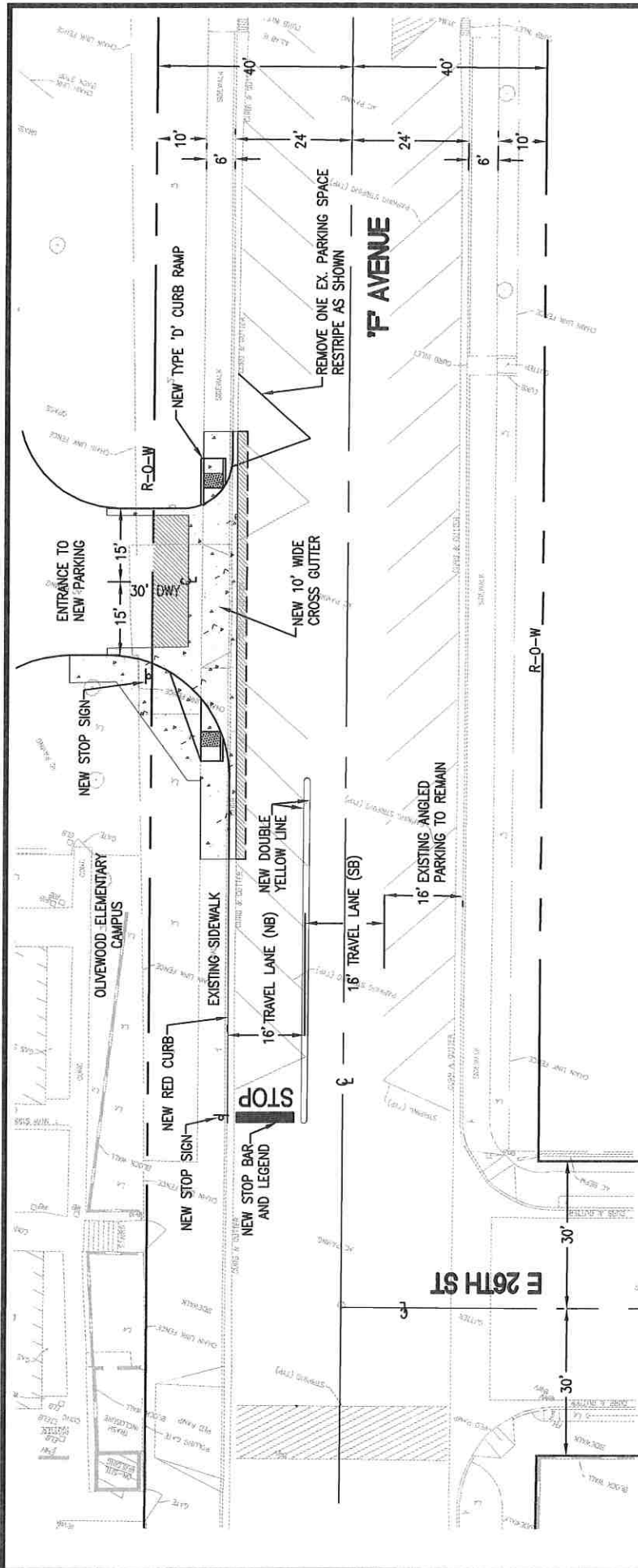
- Reconstruct school driveway and install new pedestrian curb ramps for Americans with Disabilities Act (ADA) compliance on the east side of "F" Avenue, south of E. 26<sup>th</sup> Street.
- Remove six angle parking spaces and install red curb "No Parking" on the east side of "F" Avenue, between E. 26<sup>th</sup> Street and the school driveway.
- Convert "F" Avenue from a one-way street to a two-way street, between E. 26<sup>th</sup> Street and the school driveway.

Staff visited the site and confirmed that "F" Avenue, south of E. 26<sup>th</sup> Street, is currently a one-way street with angle parking on both sides of the street. The angle parking on the east side of the street is 30-minute, time restricted. Photographs of existing conditions in this area are attached to this report.

This item was presented to the Traffic Safety Committee (TSC) on March 13, 2019. Mr. Chris Carson, Assistant Superintendent for the National School District, and project engineers from StudioWC were in attendance to speak in support of this item.

The Traffic Safety Committee voted unanimously to approve the signage and striping improvements on "F" Avenue, between E. 26<sup>th</sup> Street and the proposed driveway, to provide access to the new parking lot proposed for student drop-off/pick-up at Olivewood Elementary School.

If approved by City Council, all work will be performed by the National School District, pending issuance of all necessary permits for construction.



*SCOPE OF PROJECT IN R-O-W.*

*CONVERT F AVENUE FROM ONE-WAY SOUTHBOUND TO TWO-WAY. BETWEEN E 26TH STREET AND NEW DRIVEWAY AT SCHOOL. ELIMINATION OF STREET PARKING ALONG EAST SIDE OF F AVENUE. NEW DRIVEWAY AND ADA RAMPS AT SCHOOL.*

**PARKING AT OLIVEWOOD ELEMENTARY DRIVEWAY AND ROADWAY EXHIBIT**  
02/18/2019

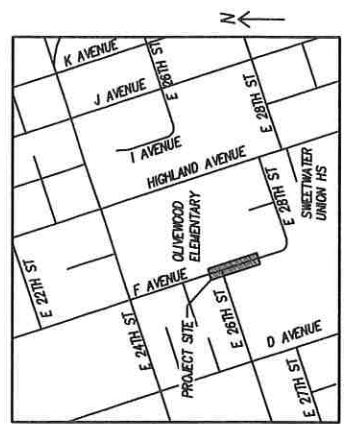


**studionic**  
ARCHITECTURE + ENGINEERING

515 Encinitas Blvd. Ste. 201, Encinitas, California 92024  
Telephone: (760)755-9800 Fax: (760)452-7541



**CITY OF NATIONAL CITY**



**VICINITY MAP**  
NO SCALE



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR MARCH 13, 2019**

**ITEM NO. 2019-02**

**ITEM TITLE:** REQUEST TO SIGNAGE AND STRIPING IMPROVEMENTS ON THE EAST SIDE OF "F" AVENUE, SOUTH OF E. 26<sup>TH</sup> STREET, TO ACCOMMODATE ACCESS TO NEW DRIVEWAY FOR OLIVEWOOD ELEMENTARY SCHOOL

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

**DISCUSSION:**

The National School District is requesting to install signage and striping improvements on "F" Avenue in order to provide access for the proposed driveway for Olivewood Elementary School.

The proposed scope of work in the right of way includes the following:

- Install new driveway and ADA ramps on "F" Avenue, south of E. 26<sup>th</sup> Street.
- Eliminate on-street angled parking on the east side of "F" Avenue, between E. 26<sup>th</sup> Street and the proposed driveway.
- Install Red Curb "No Parking" on the east side of "F" Avenue, between E. 26<sup>th</sup> Street and the proposed driveway.
- Convert "F" Avenue from a one-way street into a two-way street, between E. 26<sup>th</sup> Street and the proposed driveway.

Staff visited the site and confirmed that "F" Avenue, south of E. 26<sup>th</sup> Street, is currently a one-way street. Staff also observed that there is existing angled and time-limited on-street parking on "F" Avenue. Photographs of existing conditions in this area are attached to this report.

**STAFF RECOMMENDATION:**

Staff recommends the approval of the signage and striping improvements on the east side of "F" Avenue, between E. 26<sup>th</sup> Street and the proposed driveway, in order to provide access to the new driveway for Olivewood Elementary School.

**ATTACHMENTS:**

1. Public Request
2. Public Notice
3. Exhibit with Proposed Improvements
4. Photos



February 11, 2019

Mr. Charles Nissley, P.E.  
City of National City  
Engineering and Public Works Department  
1243 National City Boulevard  
National City, CA 91950

RE: "F" Avenue Improvements at Olivewood Elementary

Dear Mr. Nissley,

Per your request, attached is an exhibit showing proposed improvements associated with the new parking lot at Olivewood Elementary School. We are submitting this for forwarding to the National City Traffic Committee for review and approval.

The following improvements have been proposed:

- Converting "F" Avenue from a one-way street into a two-way street between E. 26<sup>th</sup> Street and the new driveway entrance. To accomplish this, existing angled parking would be removed on the East side of F Avenue double yellow striping would be installed to separate the Northbound and Southbound lanes.
- Installation of a new 30' wide driveway at the parking lot to meet local Fire Authority requirements. The driveway will have curb returns with radii shown on the attached exhibit and curb ramps to maintain ADA access on F Avenue.
- Removal of existing angled parking on F Avenue and installation of red curb indicating no parking between E. 26<sup>th</sup> Street and the new driveway entrance.

Please let us know if the conceptual layout is acceptable or if you have any comments. I can be reached at 619.347.9616 if you would like to discuss. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Christie A. Radder".

Christie A. Radder, P.E.  
Civil Engineer  
Studio WC Architecture + Engineering

**StudioWC ARCHITECTURE + ENGINEERING**

515 Encinitas Boulevard, Suite 201 | Encinitas, CA 92024 | 760.753.6800 | studiowc.net





March 6, 2019

National School District

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2019-02

**REQUEST FOR SIGNAGE AND STRIPING IMPROVEMENTS ON F AVENUE,  
SOUTH OF E. 26<sup>TH</sup> STREET, TO ACCOMMODATE ACCESS TO NEW DRIVEWAY  
FOR OLIVEWOOD ELEMENTARY SCHOOL**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, March 13, 2019, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliant. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2<sup>nd</sup> Floor of City Hall via a pedestrian bridge.

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 2019-02.

Sincerely,

Stephen Manganiello  
City Engineer

SM:ch

2019-02





Location of "F" Avenue proposed improvements at Olivewood Elementary School (looking east)



Location of "F" Avenue proposed improvements at Olivewood Elementary School (looking west)

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF SIGNAGE AND STRIPING IMPROVEMENTS ON “F” AVENUE TO PROVIDE ACCESS TO THE NEW PARKING LOT PROPOSED FOR STUDENT DROP-OFF/PICK-UP AT OLIVEWOOD ELEMENTARY SCHOOL

WHEREAS, the National School District is requesting to install signage and striping improvements on “F” Avenue to provide access to the new parking lot proposed for student drop-off/pick-up at Olivewood Elementary School; and

WHEREAS, the proposed scope of work in the right of way will include, reconstruction of school driveway by installing new pedestrian curb ramps for Americans with Disabilities Act (ADA) compliance on the east side of “F” Avenue, south of E. 26<sup>th</sup> Street, removal of six angle parking spaces and installation of red curb “No Parking” on the east side of “F” Avenue between E. 26<sup>th</sup> Street and the school driveway, and lastly will convert “F” Avenue from a one-way street to a two-way street, between E. 26<sup>th</sup> Street and the school driveway; and

WHEREAS, City staff visited the site and confirmed that “F” Avenue, south of E. 26<sup>th</sup> Street is currently a one-way street with angle parking on both sides of the street; and

WHEREAS, at the Traffic Safety Meeting on March 13, 2019, the Traffic Safety Committee approved staff’s recommendation to install signage and striping improvements on “F” Avenue to provide access to the new parking lot proposed for student drop-off/pick-up at Olivewood Elementary School.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of signage and striping improvements on “F” Avenue as more fully described herein above, in order to provide access for the proposed driveway for Olivewood Elementary School.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, 1\) approving the following project proposed to receive funding from the Road Maintenance and Rehabilitation Account \(RMRA\) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017 - Citywide Radar Speed Feedback Sign Installations; 2\) reaffirming to the public and State the City's intent to fund previously proposed and adopted projects with RMRA revenues; and 3\) authorizing the establishment of a Gas Tax Fund appropriation of \\$1,030,455 for Fiscal Year 2020 and corresponding revenue budget for receipt of RMRA funds. \(Engineering/Public Works\)](#) Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.** 12

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) approving the following project proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) through the Local Streets and Roads Funding Program as required by Senate Bill 1, the Road Repair and Accountability Act of 2017 – Citywide Radar Speed Feedback Sign Installations; 2) reaffirming to the public and State the City's intent to fund previously proposed and adopted projects with RMRA revenues; and 3) authorizing the establishment of a Gas Tax Fund appropriation of \$1,030,455 for Fiscal Year 2020 and corresponding revenue budget for receipt of RMRA funds.

**PREPARED BY:** Roberto Yano, Acting City Engineer

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4383

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Revenue Account: 109-00000-3416 (Gas Tax, SHC Sec 2030 RMRA) - \$1,030,455

Expenditure Account: 109-409-500-498-6573 (Transportation Improvements) - \$1,030,455

**ENVIRONMENTAL REVIEW:**

The projects comply with the California Environmental Quality Act (CEQA).

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution approving a list of projects proposed to receive funding from the RMRA; and establishing budget appropriations and corresponding revenue budget.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation w/ attachments
2. Resolution



## **Explanation**

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

On November 1, 2017, the State Controller (Controller) began the process of depositing various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. The State Department of Finance has published revised revenue projections for cities and counties. National City is eligible to receive up to \$1,030,455 in RMRA funds for FY 2020 (see attached revenue projections).

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

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

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

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

- Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting [SHC 2034(a)(1)].
- The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement [SHC 2034(a)(1)].
- The project list does not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities as outlined in SHC 2030(b) [SHC 2034(a)(1)].
- The Commission will report to the Controller the cities and counties that have submitted a list of projects as described in SHC 2034(a)(1) and that are therefore

eligible to receive an apportionment of RMRA funds for the applicable fiscal year [SHC 2034(a)(2)].

- The Controller, upon receipt of the report from the Commission, shall apportion RMRA funds to eligible cities and counties pursuant to SHC 2032(h) [SHC 2034(a)(2)].
- For each fiscal year in which RMRA funds are received and expended, cities and counties must submit documentation to the Commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement [SHC 2034(b)].
- A city or county receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the 2009–10, 2010–11, and 2011–12 fiscal years for street, road, and highway purposes from the city’s or county’s general fund [SHC 2036].
- A city or county may spend its apportionment of RMRA funds on transportation priorities other than priorities outlined in SHC 2030(b) if the city or county’s average Pavement Condition Index (PCI) meets or exceeds 80 [SHC 2037].
- By July 1, 2023, cities and counties receiving RMRA funds must follow guidelines developed by the California Workforce Development Board (Board) that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs [SHC 2038].

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

- 1) Approve the following list of projects proposed to receive funding from the RMRA, as required by SB 1:
  - i. Citywide Radar Speed Feedback Sign Installations – Install radar speed feedback signs on D Avenue between 24th Street and 30th Street; Harbison Avenue between Division Street and 4th Street; Plaza Bonita Center Way between Valley Road and Sweetwater Road; Valley Road between Sweetwater Road and Calle Abajo; Valley Road between Plaza Bonita Center Way to San Miguel Court; and Cleveland Avenue between Bay Marina Drive to Civic Center Drive (Estimated construction completion by June 2020 with useful life of 10 to 15 years).
- 2) Reaffirming to the public and State the City’s intent to fund the following previously proposed and adopted projects with RMRA Account revenues:
  - i. Euclid Avenue Street Resurfacing – provide pavement rehabilitation, grind and overlay on Euclid Avenue between Cervantes Avenue and E. 24<sup>th</sup> Street (estimated construction completion by June 2020 with useful life of 10 to 15 years);
  - ii. Palm Avenue Street Resurfacing – provide pavement rehabilitation, grind and overlay on Palm Avenue between Division Street and E. 18<sup>th</sup> Street (estimated construction completion by December 2020 with useful life of 10 to 15 years);
  - iii. Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements - provide pavement rehabilitation, grind and overlay on Division Street between Euclid Avenue



and Harbison Avenue (estimated construction completion by June 2020 with useful life of 10 to 15 years);

- iv. FY 2018 Safe Routes to School (SRTS) Pedestrian and Bicycle Enhancements – Harbison Avenue and E. 2<sup>nd</sup> Street Traffic Calming - provide pavement rehabilitation, grind and overlay, Class III bike sharrows, traffic calming chicanes on Harbison Avenue between Division Street and E. 4<sup>th</sup> Street (estimated construction completion by July 2019 with useful life of 10 to 15 years).
- 3) Authorize the establishment of a Gas Tax Fund appropriation of \$1,030,455 for Fiscal Year 2020 and corresponding revenue budget for receipt of RMRA funds.

# Local Streets and Roads - Projected Revenues

Estimated 22 January 2019

	2018-19				2019-20			
	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	SB1 Loan Repayment	SB1 Road Mntnc Rehab Acct	TOTAL
<b>SAN DIEGO COUNTY</b>								
CARLSBAD	2,326,554	129,260	1,817,563	4,273,377	2,885,963	129,260	1,897,182	4,912,405
CHULA VISTA	5,409,935	301,664	4,241,799	9,953,398	6,715,475	301,664	4,427,612	11,444,752
CORONADO	507,902	27,851	391,621	927,373	628,434	27,851	408,776	1,065,061
DEL MAR	92,968	4,874	68,534	166,376	114,062	4,874	71,536	190,472
EL CAJON	2,143,727	119,037	1,673,819	3,936,583	2,658,894	119,037	1,747,141	4,525,072
ENCINITAS	1,286,102	71,224	1,001,497	2,358,823	1,594,343	71,224	1,045,368	2,710,935
ESCONDIDO	3,069,884	170,822	2,401,989	5,642,696	3,809,168	170,822	2,507,209	6,487,199
IMPERIAL BEACH	578,806	31,760	446,581	1,057,146	716,254	31,760	466,144	1,214,157
LA MESA	1,247,843	69,084	971,417	2,288,343	1,546,825	69,084	1,013,970	2,629,879
LEMON GROVE	552,002	30,261	425,507	1,007,770	682,964	30,261	444,147	1,157,372
NATIONAL CITY	1,267,930	70,208	987,210	2,325,348	1,571,774	70,208	1,030,455	2,672,437
OCEANSIDE	3,591,926	200,012	2,812,432	6,604,370	4,457,536	200,012	2,935,631	7,593,179
POWAY	1,024,900	56,619	796,133	1,877,652	1,269,934	56,619	831,008	2,157,560
SAN DIEGO	28,660,947	1,601,166	22,514,503	52,776,615	35,590,458	1,601,166	23,500,757	60,692,381
SAN MARCOS	1,943,797	107,998	1,518,595	3,570,390	2,411,190	107,998	1,585,117	4,104,305
SANTEE	1,161,784	64,272	903,755	2,129,811	1,439,941	64,272	943,344	2,447,557
SOLANA BEACH	288,909	15,718	221,015	525,642	356,933	15,718	230,697	603,347
VISTA	2,099,840	116,583	1,639,314	3,855,737	2,604,388	116,583	1,711,125	4,432,096
County of San Diego	54,224,358	2,695,091	37,896,533	94,815,982	65,845,291	2,695,091	39,556,601	108,096,983
Total Cities & County: San Diego	111,480,113	5,883,503	82,729,815	200,093,431	136,899,828	5,883,503	86,353,817	229,137,148
<b>SAN FRANCISCO COUNTY</b>								
SAN FRANCISCO - City Allocation	16,672,888	996,849	14,017,014	31,686,751	20,994,237	996,849	14,631,033	36,622,119
SAN FRANCISCO - County Allocation	9,160,171	537,842	7,562,764	17,260,777	11,490,367	537,842	7,894,053	19,922,262
Total San Francisco	25,833,059	1,534,691	21,579,778	48,947,528	32,484,604	1,534,691	22,525,086	56,544,381
<b>SAN JOAQUIN COUNTY</b>								
ESCALON	156,240	8,523	119,847	284,611	193,145	8,523	125,097	326,766
LATHROP	489,638	27,367	384,818	901,823	608,136	27,367	401,675	1,037,178
LODI	1,339,448	75,693	1,064,339	2,479,479	1,667,192	75,693	1,110,962	2,853,847
MANTECA	1,620,691	91,733	1,289,889	3,002,313	2,017,889	91,733	1,346,393	3,456,015
RIPON	322,134	17,871	251,286	591,291	399,513	17,871	262,294	679,678
STOCKTON	6,245,163	355,343	4,996,593	11,597,099	7,783,774	355,343	5,215,470	13,354,587
TRACY	1,842,301	104,372	1,467,614	3,414,288	2,294,226	104,372	1,531,904	3,930,502
County of San Joaquin	13,807,677	790,966	11,122,020	25,720,663	17,232,444	790,966	11,609,224	29,632,634
Total Cities & County: San Joaquin	25,823,292	1,471,868	20,696,406	47,991,566	32,196,320	1,471,868	21,603,019	55,271,207

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
1) APPROVING THE FOLLOWING PROJECT FOR FISCAL YEAR 2019-20 PROPOSED TO RECEIVE FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) THROUGH THE LOCAL STREETS AND ROADS FUNDING PROGRAM AS REQUIRED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017: A) RADAR SPEED FEEDBACK SIGN INSTALLATIONS; 2) REAFFIRMING TO THE PUBLIC AND STATE THE CITY'S INTENT TO FUND PREVIOUSLY PROPOSED AND ADOPTED PROJECTS WITH RMRA ACCOUNT REVENUES; AND 3) AUTHORIZING THE ESTABLISHMENT OF A GAS TAX FUND APPROPRIATION OF \$1,030,455 FOR FISCAL YEAR 2020 AND CORRESPONDING REVENUE BUDGET FOR RECEIPT OF RMRA FUNDS

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

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

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

WHEREAS, the City, will receive an estimated \$1,030,455 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

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

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

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

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

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 1.5 miles of streets, throughout the City this year and a number of similar projects into the future; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City approves the following list of projects proposed to receive funding from the RMRA, as required by SB 1:

1) Citywide Radar Speed Feedback Sign Installations – Install radar speed feedback signs on D Avenue between 24th Street and 30th Street; Harbison Avenue between Division Street and 4th Street; Plaza Bonita Center Way between Valley Road and Sweetwater Road; Valley Road between Sweetwater Road and Calle Abajo; Valley Road between Plaza Bonita Center Way to San Miguel Court; and Cleveland Avenue between Bay Marina Drive to Civic Center Drive (Estimated construction completion by June 2020 with useful life of 10 to 15 years).

A) The following previously proposed and adopted projects may utilize fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

1) Euclid Avenue Street Resurfacing – provide pavement rehabilitation, grind and overlay on Euclid Avenue between Cervantes Avenue and E. 24<sup>th</sup> Street (estimated construction completion by June 2020 with useful life of 10 to 15 years);

2) Palm Avenue Street Resurfacing – provide pavement rehabilitation, grind and overlay on Palm Avenue between Division Street and E. 18<sup>th</sup> Street (estimated construction completion by December 2020 with useful life of 10 to 15 years);

3) Division Street – Euclid Avenue to Harbison Avenue Bicycle Improvements - provide pavement rehabilitation, grind and overlay on Division Street between Euclid Avenue and Harbison Avenue (estimated construction completion by June 2020 with useful life of 10 to 15 years);

4) FY 2018 Safe Routes to School (SRTS) Pedestrian and Bicycle Enhancements – Harbison Avenue and E. 2<sup>nd</sup> Street Traffic Calming - provide pavement rehabilitation, grind and overlay, Class III bike sharrows, traffic calming chicanes on Harbison Avenue between Division Street and E. 4<sup>th</sup> Street (estimated construction completion by July 2019 with useful life of 10 to 15 years).

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City requesting authorization to reprogram \\$21,000.00 of personnel appropriations to materials and supplies for the Housing Inspection Program within the Housing & Economic Development Department's Community Development Block Grant FY 2019 approved budget with no impact to staffing or services covered. \(Housing & Economic Development\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing \$21,000.00 of personnel appropriations to be reprogrammed to materials and supplies for the Housing Inspection Program within the Housing & Economic Development Department's Community Development Block Grant FY 2019 approved budget with no impact to staffing or services covered.

**PREPARED BY:** Angelita Palma, Comm. Dev. Spec. II  
**PHONE:** 619-336-4219

**DEPARTMENT:** Housing & Econ. Dev. Dept.

**APPROVED BY:** 

**EXPLANATION:**

Reprogram funds from Personnel Services in the amount of \$21,000.00 to materials and supplies. The purpose of this reallocation is to cover the costs of emergency relocations and additional materials and supplies that are still needed for program operation. There will be no impact to staffing or services covered by this reallocation.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Reallocate funds from personnel Services (301-419-467-101\* to 301-419-467-161\*) in the amount of \$21,000.00 to materials and supplies (301-419-467-399-0000).

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Adopt the resolution to approve reprogramming of personnel appropriations to materials and supplies for the Housing Inspection Program.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Housing Inspection Program Personnel Budget

**Housing Inspection Program Personnel Budget  
to be Reprogrammed to Materials & Supplies**  
Funded by CDBG funds Dept 419 Act 467

<b>Account Number</b>	<b>Personnel Costs Description</b>	<b>Approved Budget</b>	<b>Amount to reprogram to M&amp;O</b>
301-419-467-101-0000	FULL-TIME SALARIES	\$ 67,142.00	\$ 14,319.90
301-419-467-120-0000	DIFFERENTIAL PAY	1,300.00	277.20
301-419-467-140-0000	WORKERS' COMPENSATION	3,032.00	646.80
301-419-467-150-0000	HEALTH INSURANCE	6,631.00	1,413.30
301-419-467-160-0000	RETIREMENT PLAN CHARGES	19,739.00	4,132.80
301-419-467-161-0000	MEDICARE	983.00	210.00
	Total Personnel Services	<u>\$ 98,827.00</u>	<u>\$ 21,000.00</u>

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REQUESTING AUTHORIZATION TO REPROGRAM \$21,000.00 OF PERSONNEL APPROPRIATIONS TO MATERIALS AND SUPPLIES FOR THE HOUSING INSPECTION PROGRAM WITHIN THE HOUSING & ECONOMIC DEVELOPMENT DEPARTMENT'S COMMUNITY DEVELOPMENT BLOCK GRANT FY 2019 APPROVED BUDGET WITH NO IMPACT TO STAFFING OR SERVICES COVERED.

WHEREAS, \$21,000.00 of personnel appropriations needs to be reprogrammed to materials and supplies for the Housing Inspection Program within the Housing & Economic Development Department's Community Development Block Grant FY 2019 approved budget with no impact to staffing or services covered.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes \$21,000.00 of personnel appropriations to be reprogrammed to materials and supplies for the Housing Inspection Program within the Housing & Economic Development Department's Community Development Block Grant FY 2019 approved budget with no impact to staffing or services covered.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Warrant Register #37 for the period of 03/06/19 through 03/12/19 in the amount of \\$1,971,657.42.](#)  
[\(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #37 for the period of 03/06/19 through 03/12/19 in the amount of \$1,971,657.42.  
(Finance)

**PREPARED BY:** Karim Galeana, Finance Manager

**PHONE:** 619-336-4331

**DEPARTMENT:** Finance

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 03/06/19 through 03/12/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
ESGIL Corporation	341210	74,938.69	Plan Review Services - Building
Folsom Lake Ford	341215	117,061.88	2019 Ford Explorer - Police
Public Emp Ret System	3122019	237,929.64	Service Period 02/12/19 – 02/25/19

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** 

**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$1,971,657.42.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,971,657.42

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 37


  
**CALIFORNIA**
  
**NATIONAL CITY**
  
**1887**
  
**INCORPORATED**

**WARRANT REGISTER # 37**  
**3/12/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR SVC AND REPAIR - PW	341160	3/12/19	2,951.92
ABLE PATROL & GUARD	LIB-00001 SECURITY GUARD SVCS 2019	341161	3/12/19	3,014.85
ACE UNIFORMS & ACCESSORIES INC	NAME PLATES / POLICE	341162	3/12/19	38.48
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSIST PROGRAM MARCH 2019	341163	3/12/19	1,081.16
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES - PW	341164	3/12/19	146.42
ALDEMCO	FOOD - NUTRITION CENTER	341165	3/12/19	4,758.55
ALL FRESH PRODUCTS	FOOD - NUTRITION CENTER	341166	3/12/19	1,966.25
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT FOR OUTREACH SERVICES DEC'18	341167	3/12/19	10,777.77
ALTA LANGUAGE SERVICES INC	EMPLOYEE LISTENING & SPEAKING TEST	341168	3/12/19	120.00
AMAZON	BOOKS - LIBRARY	341169	3/12/19	2,830.12
AMERICAN LIBRARY ASSOC	ALA MEMBERSHIP FOR ONE YEAR 2019	341170	3/12/19	145.00
ANTONIO'S TOOLS REPAIR	REFUND FOR OVERPAID BUSINESS TAX, ACCT 1	341171	3/12/19	30.00
ARELLANO, ANA	FEE REFUND, BUILDING	341172	3/12/19	222.28
ASSI SECURITY INC	DSX LAN MODULE / MIS	341173	3/12/19	570.00
AT&T	AT&T SBC PHONE SERVICE - FEBRUARY	341174	3/12/19	2,286.60
AT&T	AT&T SVCS FEB 13 THRU MAR 12, 2019	341175	3/12/19	411.02
BACALLAO, I	REIMB FOR CLASS B LICENSE - COMM SVCS	341176	3/12/19	110.00
BAKER & TAYLOR	BOOKS - LIBRARY	341177	3/12/19	2,230.16
BEHAVIOR ANALYSIS	TRAINING TUITION INT & INTR LOPEZ	341178	3/12/19	481.00
BIBLIOTHECA LLC	RFID TAG FULLDISCCD - LIBRARY	341179	3/12/19	1,309.78
BLACKIE'S TROPHIES AND AWARDS	MOP BLACKIES NAME BARS	341180	3/12/19	19.58
BRODART CO	BOOKS - LIBRARY	341181	3/12/19	675.65
CAL UNIFORMS INC	NAME BARS / POLICE	341182	3/12/19	262.46
CALIFORNIA COMMERCIAL SECURITY	MOP 45754 BUILDING SUPPLIES - PW	341183	3/12/19	434.18
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES - PW	341184	3/12/19	2,235.37
CANON SOLUTIONS AMERICA INC.	PLOTWAVE 345 PRINTER BILLABLE USAGE / ENG	341185	3/12/19	26.40
CASTER PROPERTIES	BUILDING FEE REFUND	341186	3/12/19	30,445.60
CITY OF CHULA VISTA	ANIMAL SHELTER FEES NOV 2018	341187	3/12/19	46,545.00
CLEAR WATER TECHNOLOGIES LLC	MONTHLY WATER TREATMENT FEB 2019	341188	3/12/19	580.00
COHERO	RMS SUPPORT SERVICES 03/1/19	341189	3/12/19	28,000.00
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST THRU JAN 31, 2019	341190	3/12/19	18.63
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL & DOT	341191	3/12/19	128.00
COSTAR REALTY INFORMATION INC	COSTAR SUBSCRIPTION-HED	341192	3/12/19	4,792.66
COUNTY OF SAN DIEGO	OBSERVER CLOTHING / POLICE	341193	3/12/19	45.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	341194	3/12/19	8,639.58
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / FEB 2019	341195	3/12/19	3,457.08
COX COMMUNICATIONS	COX DATA VIDEO SERVICES / MARCH	341196	3/12/19	441.60
COX COMMUNICATIONS	COX INTERNET SVC FEB 21 THRU MAR 20, 2019	341197	3/12/19	174.00
CSA SAN DIEGO COUNTY	PO CSA SD CNTY CDBG REIMBURSEMENT /HED	341198	3/12/19	5,931.85
CSAC EXCESS INS AUTHORITY	Q4 - 2018 CERTIFICATE OF INS MGMT FEES	341199	3/12/19	1,000.00
CSAC EXCESS INS AUTHORITY	CERT OF INS MGMT PROG JUN 29 - SEP 27, 2019	341200	3/12/19	975.00
CSMFO	CSMFO MEMBERSHIP / KELLY / FINANCE	341201	3/12/19	110.00
CSMFO	CSMFO MEMBERSHIP / OCANA / FINANCE	341202	3/12/19	55.00
CULLIGAN OF SAN DIEGO	WATER SOFTENER - NUTRITION CENTER	341203	3/12/19	11.00
CYNTHIA TITGEN CONSULTING INC	BENEFITS COMPLIANCE LEAVES W/C FEB 2019	341204	3/12/19	2,415.00




**CALIFORNIA**  
**NATIONAL CITY**  
**1887**  
**UNCONTROLLED**  
**WARRANT REGISTER # 37**  
**3/12/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DATA TICKET INC	DATA TICKET PARKING ENFORCEMENT CITE JAN	341205	3/12/19	4,299.62
DEPT OF JUSTICE	FINGERPRINT RESULTS / HR	341206	3/12/19	290.00
D-MAX ENGINEERING	STORMWATER SERVICES FY 2018-19	341207	3/12/19	40,914.67
DSS CORPORATION	MAINT AGRMT FROM 4/10/19 THRU 4/09/20	341208	3/12/19	2,875.00
EAN SERVICES LLC	REIMBURSEMENT FOR CAR RENTAL - ENG/PW	341209	3/12/19	252.05
ESGIL CORPORATION	PLAN REVIEW SERVICES - BUILDING	341210	3/12/19	74,938.69
ESRI INC	ARCGIS DESKTOP BASIC CONCURRENT USE 9	341211	3/12/19	48,250.00
EXPERIAN	CREDIT CHECKS / POLICE	341212	3/12/19	54.96
FAROUK DEIRANICH	REFUND FOR OVERPAID BUSINESS TAX, ACCT 6	341213	3/12/19	30.00
FEDEX	FEDEX TRANSPORTATION SERVICE/HED	341214	3/12/19	32.55
FOLSOM LAKE FORD	2019 FORD EXPLORER / POLICE	341215	3/12/19	117,061.88
FRANK SUBARU	T&A#90199 28TH ST. & N.C.B.	341216	3/12/19	8,841.11
GEORGE H WATERS NUTRITION CTR	OPEN HOUSE EVENT	341217	3/12/19	229.75
GRAINGER	DUAL TEMPERATURE REFRIGERATOR	341218	3/12/19	13,573.58
GRASS ROOTS PRESS	BOOKS - LIBRARY	341219	3/12/19	957.15
HERNANDEZ, ALEJANDRO	T&A#90255 706 F AVENUE	341220	3/12/19	8,671.35
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING	341221	3/12/19	418.52
HUTCHINSON, C	MILEAGE REIMBURSEMENT-ENG	341222	3/12/19	11.06
IDEMIA IDENTITY & SECURITY USA	FINGERING RENEW DEC 12, 2018 TO DEC 11, 2019	341223	3/12/19	2,691.00
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE FOR FY19	341224	3/12/19	257.03
KD F AVENUE LLC	BUILDING FEE REFUND	341225	3/12/19	1,362.55
LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES / POLICE	341226	3/12/19	60.51
LASER SAVER INC	INK CARTRIDGES / SEC 8 SUPPLIES	341227	3/12/19	371.66
LEXIPOL LLC	LEXIPOL 365 MANUAL UPDATE SUBSCRIPTION / PD	341228	3/12/19	22,041.00
LIEU, C	REIMB SDCOL MEETING MILES FEB 05, 2019	341229	3/12/19	12.98
LOPEZ, J	MILEAGE REIMBURSEMENT / ENG	341230	3/12/19	14.96
MARK BRENUCK	REFUND OF CONSTR & DEM DEP T&A 99419	341231	3/12/19	400.40
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES - PW	341232	3/12/19	490.97
MAYLYNNE RAYOS	LIABILITY CLAIM COST FEB 2019	341233	3/12/19	179.05
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST THRU JAN 31, 2019	341234	3/12/19	2,235.35
MD WEIGHT LOSS AND WELLNESS	REFUND FOR OVERPAID BUSINESS TAX, ACCT 1	341235	3/12/19	30.00
METEAU JR, R	SCPMA-HR 2019 ANNUAL TRAINING CONF	341236	3/12/19	169.00
MIDWEST TAPE	DVDS - LIBRARY	341237	3/12/19	2,247.95
NAGUNSMITHING LLC	LIGHTS FOR PATROL AR1 / PD	341238	3/12/19	6,785.57
NATIONAL CITY AUTO TRIM	RECOVER GOLF CART SEAT FEB 2019	341239	3/12/19	266.44
NATIONAL CITY CAR WASH	MONTHLY CAR WASH JANUARY 2019	341240	3/12/19	325.00
NATIONAL CITY ELECTRIC	BREAKER PANEL REPLACEMENT FEB 2019	341241	3/12/19	2,150.00
NATIONAL CITY TROPHY	MOP 66556 STAR ACRYLIC PLAQUES - HR	341242	3/12/19	471.87
NATIONAL CREDIT REPORTING	BACKGROUND/CREDIT CHECKS FOR S8	341243	3/12/19	211.10
OCANA, A	MILEAGE - INT GOV ACCOUNT TRAINING / FIN	341244	3/12/19	125.28
OFFICE SOLUTIONS BUSINESS	FURNITURE / CSD	341245	3/12/19	1,263.68
OFFICE TEAM	TEMPORARY SERVICES OFFICE TEAM / NSD	341246	3/12/19	955.60
PACIFIC TELEMAGEMENT SERVICE	PACIFIC TELEMAGEMENT SERVICES - MARCH	341247	3/12/19	78.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES - NUTRITION CENTER	341248	3/12/19	288.04
PAL GENERAL ENGINEERING INC	WILSON AVE & WEST 22ND	341249	3/12/19	18,482.96
PALOMAR HEALTH	SART EXAMS / POLICE	341250	3/12/19	4,050.00


  
**CALIFORNIA**
  
**NATIONAL CITY**
  
**1887**
  
**UNCONTROLLED**
  
**WARRANT REGISTER # 37**
  
**3/12/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRO BUILD COMPANY	MOP 45707. SUPPLIES / PD	341251	3/12/19	90.11
PRO-EDGE KNIFE	KNIFE SHARPENING - NUTRITION CENTER	341252	3/12/19	46.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	341253	3/12/19	613.79
RADY CHILDREN'S HOSPITAL SAN D	CHILD SEXUAL ABUSE EXAM / PD	341254	3/12/19	1,383.00
RAMIREZ, P	EDUCATION REIMBURSEMENT	341255	3/12/19	212.00
REGAN, K	TRAINING ADV LDG CAPE FOR REGAN	341256	3/12/19	973.15
RESCUE PHONE INC	RESCUE PHONE / POLICE	341257	3/12/19	1,625.81
S D COUNTY SHERIFF'S DEPT	CAL ID COST JAN-JUNE 30 2019	341258	3/12/19	8,180.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES - NUTRITION	341259	3/12/19	1,547.52
SAN DIEGO PET SUPPLY	MOP SD PET SUPPLY PD	341260	3/12/19	751.74
SANDAG	T&A#90260 BAYSHORE BIKEWAY	341261	3/12/19	932.74
SCHMIDT FIRE PROTECTION CO	FEE REFUND, FIRE	341262	3/12/19	735.00
SCLLN	SCLLN 2019 MEMBERSHIP - LIBRARY	341263	3/12/19	150.00
SDG&E	GAS AND ELECTRIC UTILITIES – PW	341264	3/12/19	893.47
SEAPORT MEAT COMPANY	FOOD - NUTRITION CENTER	341265	3/12/19	1,197.16
SECLICKFIX INC	PLUS ANNUAL LICENSE / MIS	341266	3/12/19	15,888.00
SEWARD, G	TRAINING ADV LDG CA CANBS CONTROL/SEWARD	341267	3/12/19	218.88
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS - FEBRUARY	341268	3/12/19	3,464.96
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	341269	3/12/19	179.35
SMART & FINAL	MOP / SUPPLIES - PD	341270	3/12/19	481.15
SMART SOURCE OF CALIFORNIA LLC	PATCH BROCHURES / POLICE	341271	3/12/19	1,810.27
SOUTH BAY FENCE INC	FENCING-HED	341272	3/12/19	300.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PD	341273	3/12/19	2,071.42
STAPLES BUSINESS ADVANTAGE	MOP 45704 COMPUTER CARE KIT - RISK MGMT	341274	3/12/19	22.94
STOUT, Z	EDUCATION REIMBURSEMENT	341275	3/12/19	350.00
SWAGIT PRODUCTION LLC	VIDEO STREAMING SERVICES JAN 2019	341276	3/12/19	1,920.83
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	341277	3/12/19	6,304.10
SYSCO SAN DIEGO INC	FOOD - NUTRITION CENTER	341278	3/12/19	9,138.50
TARGET SOLUTIONS LEARNING	PREMIER MEMBERSHIP PLATFORM - FIRE	341279	3/12/19	3,120.00
TECHNOLOGY INTEGRATION GROUP	MIS SUPPLIES	341280	3/12/19	1,073.76
TRI STATE GENERAL CONTRACTORS	T&A#90336 1200 HIGHLAND AVE.	341281	3/12/19	804.68
U S BANK	CREDIT CARD EXPENSES FEB 2019 - HR	341282	3/12/19	4,700.96
U S BANK	CREDIT CARD EXPENSES - ENG	341283	3/12/19	750.00
U S BANK	CREDIT CARD EXPENSES - FIRE	341284	3/12/19	165.88
VERIZON WIRELESS	VERIZON CELLULAR SERVICES - FEBRUARY	341285	3/12/19	25,161.90
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES - PW	341286	3/12/19	3,055.62
WEST PAYMENT CENTER	INVESTIGATIONS TOOL - POLICE	341287	3/12/19	1,193.40
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	341288	3/12/19	414.64
WETMORES	MOP 80333 AUTO SUPPLIES - PW	341289	3/12/19	25.19
WHITAKER BROTHERS	CLEANING SPECIAL FEB 2019	341290	3/12/19	173.05
WILLY'S ELECTRONIC SUPPLY	MOP 45763 LEAD ACID BATTERY - FIRE DEPT	341291	3/12/19	94.46
YBARRA, A	TRAINING ADV POST SLI 8/ A Y / POLICE	341292	3/12/19	384.00

**A/P Total 665,219.32**

**WIRED PAYMENTS**



<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 02/12/19 - 02/25/19	3122019	3/12/19	237,929.64

**PAYROLL**

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
6	2/26/2019	3/11/2019	3/20/2019	1,068,508.46

**GRAND TOTAL** \$ 1,971,657.42

**Certification**

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

*Mark Roberts*

MARK ROBERTS, DIRECTOR OF FINANCE

STEPHEN MANGANIELLO,  
ACTING CITY MANAGER

**FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16<sup>TH</sup> OF APRIL 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #38 for the period of 03/13/19 through 03/19/19 in the amount of \\$487,693.05. \(Finance\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #38 for the period of 03/13/19 through 03/19/19 in the amount of \$487,693.05.  
(Finance)

**PREPARED BY:** Karim Galeana, Finance Manager

**PHONE:** 619-336-4331

**DEPARTMENT:** Finance

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 03/13/19 through 03/19/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Whillock Contracting	341371	191,155.58	Paradise Creek Park Remed & Improvmnts
Adminsure Inc	147696	51,277.62	W/C Account Replenishment / Feb 2019

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:**  **FINANCE**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$487,693.05.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$487,693.05

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 38





**WARRANT REGISTER # 38  
3/19/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COUNTY OF SAN DIEGO	FHD - POOL PERMIT	341293	3/19/19	50.00
DOKKEN ENGINEERING	PLAZA BLVD. PROJECT	341294	3/19/19	2,155.26
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES / FACILITIES	341295	3/19/19	317.38
PRUDENTIAL OVERALL SUPPLY	MOP 45742. LAUNDRY SERVICES / PARKS	341296	3/19/19	451.53
24 HOUR ELEVATOR INC	ELEVATOR MAINT FOR MAR THRU MAY 2019	341297	3/19/19	3,570.00
ACE RADIATOR	BOLTS - GASKET AND RADIATOR LABOR	341298	3/19/19	2,443.38
ACME SAFETY & SUPPLY CORP	10 STREET SIGN CAPS ORDERED ON 02/11/19	341299	3/19/19	152.25
ACTIVE NETWORK LLC	ACTIVE NET - IPP320 DEBIT PIN PAD	341300	3/19/19	16,707.65
AMERICAN BACKFLOW SPECIALTIES	PURCHASE OF SUPER SAFECAGE AND FEBCO	341301	3/19/19	1,448.22
ASSI SECURITY INC	PARTS & LABOR TO REPLACE LOCK JAN 2019	341302	3/19/19	840.00
AT&T	AT&T SERVICES FOR FEBRUARY 2019	341303	3/19/19	2,240.20
AT&T	AT&T SERVICES FOR MARCH 2019	341304	3/19/19	80.42
CALIFORNIA COMMERCIAL SECURITY	ELECTRONIC DOOR LOCK INSTALLATION	341305	3/19/19	954.11
CASAS, LAURA	TRANSLATION SERVICES AS NEEDED FOR FY19	341306	3/19/19	100.00
CDWG	APPLE IPAD PRO CELL 256GB GRAY	341307	3/19/19	26,077.18
CHELIUS, A	TRAINING ADV LODGE CELLE / CHELIUS	341308	3/19/19	990.35
CLEAN HARBORS ENVIRONMENTAL	CONTRACT SERVICES	341309	3/19/19	1,097.46
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL DELIVERED TO LAS P POOL 11/09/1	341310	3/19/19	3,082.79
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL MAR 04, 2019	341311	3/19/19	130.00
COPWARE INC	PENAL AND VEHICLE CODE ACCESS	341312	3/19/19	2,220.00
COUNTYWIDE MECHANICAL	HVAC MAINTENANCE AND REPAIR 02/07/19	341313	3/19/19	1,410.00
COUNTYWIDE MECHANICAL SYSTEMS	SEWER PIPE REPAIR	341314	3/19/19	2,365.48
COX COMMUNICATIONS	COX DATA SVC MAR 05, 2019 - APR 04, 2019	341315	3/19/19	541.73
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2019	341316	3/19/19	997.93
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2019	341317	3/19/19	228.70
DAY WIRELESS SYSTEMS	BATTERIES	341318	3/19/19	466.75
DEPARTMENT OF INDUSTRIAL	ELEVATOR PERMIT RENEWAL FOR 333 E 16TH	341319	3/19/19	1,350.00
DEPARTMENT OF JUSTICE	FINGERPRINT APPS - FEBRUARY 2019	341320	3/19/19	480.00
DISCOUNT SPECIALTY CHEMICALS	LIQUID LIVE ENZYMES	341321	3/19/19	478.84
DUNBAR ARMORED INC	ARMORED SERVICES MAR 2019 - FINANCE	341322	3/19/19	290.83
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE LEASE VEHICLES - ENG/PW	341323	3/19/19	13,042.27
EXOS COMMUNITY SERVICES LLC	MANAGEMENT FEES-	341324	3/19/19	33,371.08
FALLEN OFFICERS FUND	TRAINING TUITION GANG FOR 6 OFFICERS	341325	3/19/19	1,350.00
GEORGE H WATERS NUTRITION CTR	03-09-19 NEIGHBORHOOD COUNCIL BREAKFAST	341326	3/19/19	1,700.00
GOVCONNECTION INC	SAMSUNG 55" LED-LCD/TV WALL MOUNT STEEL	341327	3/19/19	2,336.78
GRAINGER	UTILITY SINK STAINLESS STEEL	341328	3/19/19	1,039.80
HAMEL, K	EDUCATION REIMBURSEMENT - FIRE DEPT	341329	3/19/19	1,243.52
IDEMIA IDENTITY & SECURITY USA	FINGERPRINT SUBMISSION FEB 2019	341330	3/19/19	30.00
L N CURTIS & SONS	TURNOUTS	341331	3/19/19	5,544.08
LEFORT'S SMALL ENGINE REPAIR	MOP 880702 AUTO SUPPLIES - PW	341332	3/19/19	326.25
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES AS NEEDED FOR FY19	341333	3/19/19	160.00
MAINTEX INC	TOWELS REMOVE GRAFFITI - NSD	341334	3/19/19	319.53
MAN K9 INC	PATROL K9 MAINTENANCE	341335	3/19/19	3,120.00
MAZZARELLA & MAZZARELLA LLP	LEGAL SERVICES - AMORTIZATION - INVOICE	341336	3/19/19	4,785.34
MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPP 51 - UPDATE 3	341337	3/19/19	906.14


  
**CALIFORNIA**
  
**NATIONAL CITY**
  
**1887**
  
**UNCONTROLLED**
  
**WARRANT REGISTER # 38**
  
**3/19/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NAPA AUTO PARTS	MOP 45735 EQUIPMENT SUPPLIES – PW	341338	3/19/19	38.56
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES – PW	341339	3/19/19	203.91
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	341340	3/19/19	8.15
ORKIN PEST CONTROL	CITYWIDE PEST CONTROL SVCS JAN 2019	341341	3/19/19	1,914.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	341342	3/19/19	84.79
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	341343	3/19/19	34.52
PENSKE FORD	R&M CITY VEHICLES - WHEEL ASY	341344	3/19/19	506.95
PREMIER SAFETY	CALIBRATION GAS / FIRE	341345	3/19/19	201.19
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	341347	3/19/19	9,727.29
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	341348	3/19/19	363.66
S D TRAINING MANAGERS ASSOC	TRAINING SDTM MEMBER/NAGLE	341349	3/19/19	50.00
SAM'S ALIGNMENT	FOUR WHEEL ALIGNMENT	341350	3/19/19	120.00
SAN DIEGO REGIONAL	TRAINING TUITION SEARCH WARRANT/CARDOZA	341351	3/19/19	95.00
SDG&E	GAS AND ELECTRIC UTILITIES – PW	341352	3/19/19	21,049.28
SDG&E	GAS AND ELECTRIC UTILITIES – PW	341353	3/19/19	9,162.74
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICALS & DOT	341354	3/19/19	606.00
SMITH, M	TRAINING REIM FTO UPDATE/ SMITH M	341355	3/19/19	86.64
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	341356	3/19/19	299.57
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CSD	341357	3/19/19	1,213.44
STEVENS, C	TRAINING REIM FTO UPD / STEVENS	341358	3/19/19	86.64
SUMMIT SUPPLY	BURY ALL WOOD FILLED HOME PLATE	341359	3/19/19	281.84
SUPERIOR READY MIX	COLD MIX ASPHALTS,TACK OIL, 3/8 SHEET	341360	3/19/19	1,172.97
SWAGIT PRODUCTION LLC	VIDEO STREAMING SERVICES FEBRUARY 2019	341361	3/19/19	1,920.83
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	341362	3/19/19	482.20
TAB PRODUCTS CO	TAB FILING PRODUCTS - CITY CLERK	341363	3/19/19	66.08
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES - NSD	341364	3/19/19	547.45
U S BANK	CREDIT CARD EXPENSES / CMO	341365	3/19/19	69.79
UNDERGROUND SERVICE ALERT	CA STATE FEE FOR REGULATORY COSTS	341366	3/19/19	154.46
VERIZON WIRELESS	VERIZON CELL SVC FEB 05, 2019 - MAR 04,	341367	3/19/19	347.63
VIORA, B	EDUCATION REIMBURSEMENT - FIRE DEPT	341368	3/19/19	426.15
VISTA PAINT	MOP 68834 BUILDING SUPPLIES – PW	341369	3/19/19	198.71
VORTEX INDUSTRIES INC	REPAIRS BI-FOLDING DOORS FEB 27, 2019	341370	3/19/19	1,935.99
WHILLOCK CONTRACTING	PARADISE CREEK PARK REMED & IMPROVEMENTS	341371	3/19/19	191,155.58
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRONIC SUPPLIES - MIS	341372	3/19/19	134.32
YBARRA, A	TRAINING ADV LODGE BACKGRD INV FOR YBARRA	341373	3/19/19	755.91

**A/P Total 388,495.47**

**WIRED PAYMENTS**

ADMINSURE INC	W/C ACCOUNT REPLENISHMENT FEB 2019	147696	3/14/19	51,277.62
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FEBRUARY 2019	147705	3/14/19	26,426.55
PUBLIC EMP RETIREMENT SYSTEM	2019 REPLACEMENT BENEFIT CONTRIB CHARGES	189516	3/19/19	1,172.76
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE MAR 2019	388569	3/15/19	517.65

**SECTION 8 HAPS**

<u>Start Date</u>	<u>End Date</u>	
3/13/2019	3/19/2019	<b>19,803.00</b>



<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
	GRAND TOTAL			<u>\$ 487,693.05</u>

**Certification**

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

*Mark Roberts*

MARK ROBERTS, DIRECTOR OF FINANCE

STEPHEN MANGANIELLO,  
ACTING CITY MANAGER

**FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16<sup>TH</sup> OF APRIL 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #39 for the period of 03/20/19 through 03/26/19 in the amount of \\$545,915.60. \(Finance\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #39 for the period of 03/20/19 through 03/26/19 in the amount of \$545,915.60.  
(Finance)

**PREPARED BY:** Karim Galeana, Finance Manager

**PHONE:** 619-336-4331

**DEPARTMENT:** Finance

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 03/20/19 through 03/26/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Bert W Salas Inc.	341407	82,341.34	Las Palmas Park Storm Drain Repairs

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** 

**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$545,915.60.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$545,915.60

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 39




  
**CALIFORNIA**
  
**NATIONAL CITY**
  
**1887**
  
**INCORPORATED**
  
**WARRANT REGISTER # 39**
  
**3/26/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CALPERS - FINANCIAL REPORTING	GASB 68 REPORTS / FINANCE	341374	3/26/19	4,500.00
CEB	LEGAL PUBLICATION - CA GOVERNMENT TORT LIAB	341375	3/26/19	252.19
COUNTY OF SAN DIEGO	NOVEMBER 2018 ELECTION COSTS	341376	3/26/19	45,020.00
CREATIVE IMAGES	GROUP PHOTOS OF MAYOR & COUNCIL MEMBERS	341377	3/26/19	525.00
DELTA DENTAL	GROUP 05-0908600000 MARCH 2019	341378	3/26/19	16,229.93
DELTA DENTAL	GROUP 05-0908601002 - MARCH 2019	341379	3/26/19	708.54
DELTA DENTAL INSURANCE CO	GROUP 05-7029600000 MARCH 2019	341380	3/26/19	2,724.81
DELTA DENTAL INSURANCE CO	GROUP 05-7029600002 MARCH 2019	341381	3/26/19	99.00
HEALTH NET	GROUP R1192Q - FEBRUARY 2019	341382	3/26/19	1,969.92
HEALTH NET	GROUP R1192Q - JANUARY 2019	341383	3/26/19	1,876.11
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-01, 06, 07 - FEBRUARY 2019 (2)	341384	3/26/19	21,823.44
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-01, 06, 07 - MARCH 2019 (4)	341385	3/26/19	21,823.44
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-03, 09 - FEBRUARY 2019 (1)	341386	3/26/19	5,301.81
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-7002 - FEBRUARY 2019	341387	3/26/19	2,777.19
MAYTIME BAND REVIEW	REIMBURSEMENT - COMMITTEE OVERPAYMENT	341388	3/26/19	3,294.54
MJC CONSTRUCTION	28TH ST ASPHALT REPAIRS - FINAL INVOICE	341389	3/26/19	27,000.00
NATIONAL CITY TROPHY	MOP 66556. SUPPLIES / CITY ATTORNEY'S OFFICE	341390	3/26/19	98.80
NHA ADVISORS LLC	2018 CONTINUING DISCLOSURE & CDIAC COMPLIAN	341391	3/26/19	4,500.00
OFFICE TEAM	TEMPORARY STAFFING SERVICES / CMO -	341392	3/26/19	1,399.13
PROFORCE LAW ENFORCEMENT	TASER CARTRIDGES	341393	3/26/19	6,438.75
RELIANCE STANDARD	GRP VA1826233/VC1801146/VG180848 MAR 2019	341394	3/26/19	7,095.34
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. LETTERHEAD IMPRINT / MAYOR'S OFFIC	341395	3/26/19	353.45
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CAO	341396	3/26/19	485.50
THE LINCOLN NATIONAL LIFE INS	GROUP 415491 - APRIL 2019	341397	3/26/19	9,888.97
VISION SERVICE PLAN	MARCH 2019 - VISION SERVICE PLAN (CA)	341398	3/26/19	897.00
ADMINSURE INC	W/C CLAIMS ADMINISTRATION - APRIL 2019	341399	3/26/19	7,396.66
AGUIRRE, OSCAR	REIMBURSEMENT:FEE	341400	3/26/19	102.50
ALDEMCO	FOOD - NUTRITION	341401	3/26/19	3,232.93
ALL FRESH PRODUCTS	FOOD - NUTRITION CENTER	341402	3/26/19	817.02
AMAZON	LITERACY BOOKS FOR COLLECTION	341403	3/26/19	1,818.51
AT&T	AT&T SERVICES FEB 12, 2019 - MAR 12, 2019	341404	3/26/19	8,430.27
BAUTISTA IBARRA, DENISSE	TRAINING RPT WRT RIEM/BAUTISTA	341405	3/26/19	127.83
BCL TECHNOLOGIES	ANNUAL SUPPORT AND MAINT RENEWAL	341406	3/26/19	899.40
BERT W SALAS INC	LAS PALMAS PARK STORM DRAIN REPAIRS	341407	3/26/19	82,341.34
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	341408	3/26/19	125.00
BROADWAY AUTO GLASS	WINDSHIELDS AND LABOR FOR VEHICLES	341409	3/26/19	1,381.23
BSN SPORTS LLC	TENNIS TABLE / CSD	341410	3/26/19	1,078.62
CALIFA GROUP	CENIC BROADBAND JULY - SEPT 2018	341411	3/26/19	9,376.31
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLY - PW	341412	3/26/19	163.66
CASAS, LAURA E	TOWN HALL MEETING TRANSLATION 03/12/19	341413	3/26/19	200.00
CHELIUS, ANGELA	TRAINING REIM CHIA/CHELIUS	341414	3/26/19	290.57
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	341415	3/26/19	7,000.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	341416	3/26/19	473.35
COMPUTER PROTECTION TECH INC	PREVENTATIVE MAINTENANCE ON EQUIPMENT	341417	3/26/19	3,700.00
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	341418	3/26/19	80.00


  
**CALIFORNIA**
  
**NATIONAL CITY**
  
**1887**
  
**WARRANT REGISTER # 39**
  
**INCORPORATED**
  
**3/26/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COX COMMUNICATIONS	COX DATA SVCS MAR 07, 2019 - APR 06, 2019	341419	3/26/19	4,399.13
CSA SAN DIEGO COUNTY	FAIR HOUSING SERVICES FEBRUARY 2019	341420	3/26/19	2,130.43
CULLIGAN OF SAN DIEGO	WATER SOFTNER -NUTRITION	341421	3/26/19	215.50
DALEY & HEFT LLP	LIABILITY CLAIM COST	341422	3/26/19	2,532.97
DANIELS TIRE SERVICE	TIRES / PW	341423	3/26/19	1,229.21
DBX INC	HIGHLAND AVENUE & E. 28TH ST	341424	3/26/19	42,771.63
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR MARCH 2019	341425	3/26/19	2,939.63
DIAZ, ERNESTO	REIMBURSEMENT: FEE	341426	3/26/19	102.50
D-MAX ENGINEERING	PARADISE CREEK BIOFILTRATION PROP 84 GRNT	341427	3/26/19	10,824.22
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	341428	3/26/19	56.33
FEDEX	PACKAGE DELIVERY - HOUSING	341429	3/26/19	29.44
FERGUSON ENTERPRISES 1350	MOP 45723 PLUMBING SUPPLIES – PW	341430	3/26/19	477.18
FIRE ETC	REDBACK PULL ON STATION BOOT	341431	3/26/19	124.99
G & A AUTOMOTIVE INC	OIL, REFRIGERANT, AC CONDENSER	341432	3/26/19	760.79
GEOSYNTEC CONSULTANTS INC	SERVICES AND REIMBURSABLE EXPENSES	341433	3/26/19	7,013.01
GONZALEZ, HERMELINDA	REFUND OF CONSTRUCTION & DEMO DEPOSIT	341434	3/26/19	1,093.50
GONZALEZ, LUIS A	DOT MEDICAL EXAM FOR LICENSE REIMB	341435	3/26/19	75.00
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	341436	3/26/19	3,172.38
GRASS ROOTS PRESS	BOOKS FOR THE LITERACY COLLECTION	341437	3/26/19	111.90
GURROLA, VALERIE	PROFESSIONAL SERVICES	341438	3/26/19	5,040.77
HD SUPPLY CONSTRUCTION AND	GRAPHITE RIDGELINE	341439	3/26/19	71.75
HOMESTYLE HAWAIIAN	VOLUNTEER APPRECIATION DINNER / LIBRARY	341440	3/26/19	340.30
HOMESTYLE HAWAIIAN	VOLUNTEER APPRECIATION DINNER / LIBRARY	341441	3/26/19	85.08
INNOVATIVE CONSTRUCTION	LAS PALMAS PARK STORM DRAIN REPAIRS	341442	3/26/19	17,564.00
KIMLEY HORN AND	SAFE ROUTE TO SCHOOL	341443	3/26/19	31,446.36
KREPPS, BRIAN	REIMBURSEMENT: FEE	341444	3/26/19	102.50
LAFRENIERE, MICHAEL	REIMBURSEMENT: FEE	341445	3/26/19	102.50
LASER SAVER INC	TONER FOR PRINTER	341446	3/26/19	727.16
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	341447	3/26/19	749.83
LIEBERT CASSIDY WHITMORE	SERVICES RENDERED THROUGH 01/31/19	341448	3/26/19	416.00
LOPEZ, TERESA YOLANDA	COUNCIL MEETING TRANSLATION 03/19/19	341449	3/26/19	400.00
MACIAS, MARCUS	TRAINING REIM CHIA/ MACIAS	341450	3/26/19	62.51
MATLOCK, JASEN	REIMBURSEMENT:FEE	341451	3/26/19	102.50
MUNICIPAL MAINTENANCE EQUIP	MISCELLANEOUS CHARGE FOR EQUIPMENT	341452	3/26/19	883.22
NAPA AUTO PARTS	MOP 45735 EQUIPMENT SUPPLIES – PW	341453	3/26/19	186.08
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES - PW	341454	3/26/19	20.39
NHA ADVISORS LLC	GENERAL PROJECT CONSULTING / FINANCE	341455	3/26/19	3,858.33
OFFICE TEAM	TEMPORARY SERVICES OFFICE TEAM	341456	3/26/19	955.60
ORANGE COUNTY SHERIFF'S T D	TRAINING TUITION TC INV SIDEMK/ACEVEDO	341457	3/26/19	135.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	341458	3/26/19	67.04
PACIFIC STATES PETROLEUM INC	PRESTONE COMMAND HD ELC COOLANT	341459	3/26/19	474.54
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES - NUTRITION	341460	3/26/19	967.88
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	341461	3/26/19	488.57
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES - NSD	341462	3/26/19	70.00
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICES - NUTRITION	341463	3/26/19	46.00
PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICE - NUTRITION	341464	3/26/19	707.43
REGIONAL TRAINING CENTER	TRAINING TUITION ICI ADV CHILD ABS/STANICH	341465	3/26/19	425.00



<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ROADONE	MOP 75948 TOWING SERVICES – PW	341466	3/26/19	270.00
SAINZ, JOSE LUIS G	REIMBURSEMENT:REGISTRATIONS	341467	3/26/19	100.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC AS NEED FOR NUTRITION	341468	3/26/19	1,506.05
SAN DIEGO HYDRAULICS	SEAL KIT, CYLINDER ROD	341469	3/26/19	1,223.31
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION FTO UPD/ 4 OFFICERS	341470	3/26/19	92.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT/ 2 STUDENTS	341471	3/26/19	46.00
SCST INC	NC LAS PALMAS PARK STORM DRAIN REPAIR	341472	3/26/19	1,139.00
SEAPORT MEAT COMPANY	FOOD- NUTRITION CENTER	341473	3/26/19	1,037.33
SIEMENS INDUSTRY INC	CITY HALL SMOKE REPLACEMENT	341474	3/26/19	1,325.00
SIMMONS, TOMMY G	ICC 2019 EDU CODE - CERTIFICATION RENEWAL	341475	3/26/19	1,585.40
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	341476	3/26/19	226.82
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUS CARD IMPRINTS - HOUSING	341477	3/26/19	36.98
SONSRAY MACHINERY LLC	WASHER, RING, PIN	341478	3/26/19	272.72
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	341479	3/26/19	418.25
SPARKLETTS	WATER SERVICES / MAYOR'S OFFICE	341480	3/26/19	27.73
SPOK INC	METROCALL PAGING - MARCH 2019	341481	3/26/19	656.88
STAPLES BUSINESS ADVANTAGE	MOP 54704 OFFICE SUPPLIES - HOUSING	341482	3/26/19	1,299.62
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	341483	3/26/19	62.27
SYSCO SAN DIEGO INC	FOOD - NUTRITION	341484	3/26/19	6,997.29
TAYLOR, JASON	TRAINING REIM FTO UPDATE / TAYLOR	341485	3/26/19	86.64
TELLEZ, JOSE	TRAINING ADV SUB EXECTV WRKSHP/TELLEZ	341486	3/26/19	546.01
TELLEZ, JOSE	TRAINING REIM TRN SYMP/ TELLEZ	341487	3/26/19	356.89
THE LIGHTHOUSE INC	MOP 45726 AUTO SUPPLIES – PW	341488	3/26/19	303.75
U S BANK	TRAINING CREDIT CARD PD	341489	3/26/19	3,887.79
US BANK	TRAINING CREDIT CRD FBI/HERNANDEZ	341490	3/26/19	325.97
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES – PW	341491	3/26/19	743.70
VISTA PAINT	MOP 68834 PAINT SUPPLIES - NSD	341492	3/26/19	420.35
VORTEX INDUSTRIES INC	CITY WIDE ON SITE SERVICE & REPAIRS	341493	3/26/19	500.00
WEST COAST ARBORISTS INC	CALFIRE GRANT PLANTING	341494	3/26/19	13,125.00
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	341495	3/26/19	143.12
WETMORES	MOP 80333 AUTO SUPPLIES - PW	341496	3/26/19	460.47
WILLIAMS, GEORGE M	DRIVER OPERATOR 1A - FIREFIGHTER	341497	3/26/19	217.00
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRONIC SUPPLIES - MIS	341498	3/26/19	455.87
YBARRA, ANTONIO	TRAINING SHERMAN BLOCK SLI	341499	3/26/19	155.06
YOUNG, GRAHAM	TRAINING REIM TRAINING SYM	341500	3/26/19	90.09
			<b>A/P Total</b>	<b>502,814.50</b>
<b>WIRED PAYMENTS</b>				
CITY NATIONAL BANK	LEASE PAYMENT #36 ENERGY PROJECT	104721	3/21/19	43,101.10

**GRAND TOTAL**

**\$ 545,915.60**

**Certification**

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

*Mark Roberts*

MARK ROBERTS, DIRECTOR OF FINANCE

STEPHEN MANGANIELLO,  
ACTING CITY MANAGER

**FINANCE COMMITTEE**

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

RONALD J. MORRISON, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

MONA RIOS, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16<sup>TH</sup> OF APRIL 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

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 amending the National City Municipal Code by amending Chapter 9.06 \(Food vending\), Chapter 10.22 \(Sales activity and solicitation from or affecting vehicles, traffic, public property and areas, and commercial parking areas\), Chapter 10.52 \(Regulations for the use of municipal parks, playgrounds and golf courses\), and adding Chapter 13.30 regarding vending on City sidewalks and pedestrian pathways. \(Applicant: City-Initiated Amendment\) \(Case File 2018-26 A\) \(Planning\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Chapter 9.06 (Food vending), Chapter 10.22 (Sales activity and solicitation from or affecting vehicles, traffic, public property and areas, and commercial parking areas), Chapter 10.52 (Regulations for the use of municipal parks, playgrounds and golf courses), and adding Chapter 13.30 regarding vending on City sidewalks and pedestrian pathways. (Applicant: City-Initiated Amendment) (Case File 2018-26 A)

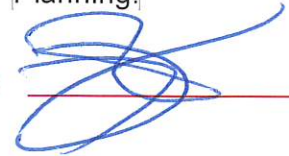
**PREPARED BY:** Martin Reeder, AICP



**DEPARTMENT:** Planning

**PHONE:** 619-336-4313

**APPROVED BY:** \_\_\_\_\_



**EXPLANATION:**

New state legislation (SB946) has changed the way cities can control the use of their sidewalks and portions of their parks by sidewalk vendors. SB946 took effect on January 1, 2019. SB 946 prohibits the regulation of sidewalk vendors by cities unless the city's regulations are in accordance with that legislation. SB 946 also decriminalizes violations of a city's ordinances that regulate sidewalk vending, instead limiting violations to administrative citations, and further limiting the maximum amount of administrative fines that may be imposed for such violations. As such, a new Chapter of the National City Municipal Code (Chapter 13.30) has been added to create such regulations. In addition, there are minor revisions to existing chapters (9 and 10) in order to facilitate the new Municipal Code section.

The attached background report describes the issues and suggested changes in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Not a project per California Environmental Quality Act (CEQA)

**ORDINANCE:** INTRODUCTION:

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Introduce the Ordinance regulating vending on City sidewalks and pedestrian pathways.

**BOARD / COMMISSION RECOMMENDATION:**

n/a

**ATTACHMENTS:**

1. Background Report
2. Proposed new Chapter 13.30 (Vending on City Sidewalks and Pedestrian Pathways)
3. Ordinance



## BACKGROUND REPORT

### Staff Recommendation

Staff recommends that the City Council introduce an Ordinance regulating vending on City sidewalks and pedestrian pathways.

### Overview

SB 946 requires that any local regulation of sidewalk vendors must be directly related to objective health, safety, or welfare concerns. Other grounds for regulation can be to ensure the public's use and enjoyment of natural resources and recreational opportunities in parks and to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic natural character of a park. Further, while the City cannot limit the number of sidewalk vendors utilizing the City's sidewalks and pedestrian pathways in parks, the City can impose reasonable time, place, and manner restrictions, but only those that directly relate to objective health, safety, or welfare concerns.

### Analysis

The proposed ordinance adds Chapter 13.30 to the National City Municipal Code to regulate sidewalk vendors based on objective concerns for the unrestricted use of the City's public rights-of-way, parks, and facilities by both stationary and roaming sidewalk vendors. Such threats include the potential of fires with unregulated cooking or heating of food; blocking or otherwise restricting use of sidewalks by pedestrians; blocking or impeding the use of driveways, pedestrian access ramps, doorways, and safe parking of vehicles; interfering with the intended and designated recreational uses of parks and playgrounds; conflicts with those persons with disabilities and traveling on sidewalks and pedestrian paths, and recreating in City parks; noise in residential zones at unreasonable hours. The regulations, established by this chapter, are directly related to addressing such objective health, safety, and welfare concerns.

The ordinance requires certain changes to Chapters 9 and 10, as well, in order to prevent any conflict with SB 946. Note that SB 946 does not require the City to allow sidewalk vendors to operate on rights-of-way other than City sidewalks, or designated pedestrian paths in parks. The proposed ordinance makes it clear that other than on sidewalks and pedestrian paths, no vending is allowed. SB 946 also allows the City to regulate vendors by prohibiting them from areas occupied by a certified farmers' market, or those subject to a Temporary Use Permit; and to prohibit them in parks where the City has entered into an exclusive concessionaire agreement. While hours of operations must be consistent with other business activities in a commercial setting, the

City can restrict hours of operation in residential zones in order to protect the welfare of residents, including excessive noise.

Staff has determined that in commercial settings, the minimum width of sidewalks should be ten feet (10') in order to allow the least conflict between pedestrians and vendors. For residential areas, where only roaming sidewalk vendors are permitted, the minimum width allowed for vending is recommended to be four feet (4'), which is the typical sidewalk width in those zones. In addition, vending would be prohibited within 500 feet of a school between the hours of 6:00 a.m. and 6:00 p.m. unless the vendor is selling exclusively healthy food.

It is important to note that this ordinance does not make any changes to where and how food trucks may operate. These uses are regulated as "food vending vehicles" under Chapter 9.06. The only change to this section is related specifically to the authority to arrest (section 9.06.130). A caveat has been added to preclude sidewalk vendors from this section, which is consistent with the regulations of SB 946.

The proposed ordinance will establish a sidewalk vendor's license, to be implemented by the Public Works Department. This license is in addition to the requirement that the vendors obtain and possess a City business license and, for those selling food, the appropriate permits from the County Department of Environmental Health. Staff is working to add a sidewalk vendor's license fee to the City's existing fee list as part of current fee changes.

### Summary

Staff is recommending changes to the City's Municipal Code related to sidewalk vending, including changes to Titles 9 and 10 (Chapter 9.06, 10.22, and 10.10.52) of the Municipal Code and the addition of Chapter 13.30 related to street vending. Staff recommends that the City Council introduce the attached Ordinance. If introduced, the Amendment will be brought back to the City Council for adoption at a subsequent meeting.

### Options

1. Approve the amendments to the Municipal Code, based on the attached findings and introduce the Ordinance; or
2. Deny the amendments to the Municipal Code and file the report; or,
3. Continue the item to a specific date for additional information and/or analysis.



## Chapter 13.30 VENDING ON CITY SIDEWALKS AND PEDESTRIAN PATHWAYS.

### Section 13.30.010 Purpose and intent.

The City of National City hereby finds and determines that the unrestricted use of the city's public rights-of-way, parks, and facilities by both stationary and roaming sidewalk vendors poses a serious and objective threat to the health, safety, and welfare of persons utilizing such public facilities for their intended purposes. Such threats include the potential of fires with unregulated cooking or heating of food; blocking or otherwise restricting use of sidewalks by pedestrians; blocking or impeding the use of driveways, pedestrian access ramps, doorways, and safe parking of vehicles; interfering with the intended and designated recreational uses of parks and playgrounds; conflicts with those persons with disabilities and traveling on sidewalks and pedestrian paths, and recreating in city parks; and noise in residential zones at unreasonable hours. Accordingly, the city finds that those regulations, established by this chapter, are directly related to addressing such objective health, safety, and welfare concerns.

### Section 13.30.020 Definitions.

The following definitions shall be applicable when the following words or phrases are used hereafter in this chapter whether the words or phrases are capitalized or not.

**"Beginning of Curb Return"** means the area that includes the intersection of two sidewalks bounded by the adjoining corner.

**"Driveway"** means any approved curb cut designed to allow vehicular traffic ingress from or egress to or from a street or alley.

**"Healthy Food"** means food which provides vital nutrients with limited fats cholesterol, sodium and added sugar, as defined in the Food Action Plan.

**"Immediate vicinity,"** for the purposes of this chapter, means the public sidewalk or pedestrian path area next to, and having access to an area being used by a properly permitted certified farmers' market, swap meet, parade, or other event having obtained a temporary special use permit for the occupation of an area in a park, on city property, or in a city street or alley.

**"Pedestrian path"** means an improved pathway within a city park designed and constructed to allow pedestrian traffic to circulate within the park from a public sidewalk or parking lot, to other locations within the park.

**"Public sidewalk"** means that portion of public right-of-way improved with an impervious surface to allow pedestrian traffic, including wheelchairs (whether motorized or self-propelled), to traverse adjacent to a street or alley. Public sidewalk does not include any portion of a street or alley, and (except as otherwise provided in this chapter) does not include improved walkways located on public property used to access

public buildings, not otherwise located in a dedicated right-of-way. Notwithstanding the foregoing, a public sidewalk shall include any pedestrian path located in any park owned or operated by the city.

**“Ramp”** means any transition from the street to a public sidewalk designed to allow the safe movement of wheelchairs and pedestrians.

**“Roaming sidewalk vendor”** means a sidewalk vendor who moves from place to place, stopping only to complete a transaction.

**“Sidewalk vendor”** means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path. A sidewalk vendor is either a stationary sidewalk vendor or a roaming sidewalk vendor.

**“Sidewalk vendor’s license,”** or “license” shall mean that certain regulatory license established under subdivision (B) of section 13.30.030. The license shall be in addition to any other licenses or permits required by the city or San Diego County.

**“Stationary sidewalk vendor”** means a sidewalk vendor who vends from a fixed location on a public sidewalk or pedestrian path.

**“Temporary use permit”** means a temporary use permit as defined by Chapter 15.60. Any holder of a temporary use permit that is required to provide notice, business interruption mitigation, or other rights to affected businesses and property owners must also provide the same notice, business interruption mitigation, or other rights to properly licensed sidewalk vendors.

Section 13.30.030 Licenses required.

- A. It is unlawful for any person to engage in, conduct, carry on, or allow to be engaged in, conducted, or carried on, any business as a stationary sidewalk vendor or a roaming sidewalk vendor without having first obtained a business license pursuant to Chapters 6.04 of this code, a sidewalk vendor’s license from the public works department pursuant to section 13.30.030 (B); and a seller’s permit issued by the California Department of Tax and Fee Administration. If the sidewalk vendor is selling food, it shall also comply with Chapter 9.04 and obtain the necessary health-related permit from the County of San Diego Department of Environmental Health.
- B. In order to regulate the activities of sidewalk vendors in the city, a sidewalk vendor’s license is hereby created.
  - 1. A sidewalk vendor’s license shall be issued by the public works department upon application of any person.

2. The cost of a sidewalk vendor's license shall be set forth by resolution of the City Council from time to time, and may be included in the city's list of rates, fees, and charges.
  3. The Director of Public Works, or such person designated by the Director of Public Works, shall issue the license to an applicant upon receipt of such fees, information, and copies of such documents required in this chapter.
  4. The license shall at all times be prominently displayed on the person, pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance.
  5. If a license is lost, stolen, or damaged, the sidewalk vendor shall not conduct business without first obtaining a replacement license from the Public Works Department to be displayed as described in paragraph (4), above. The department may charge a fee for the replacement of a lost, stolen, or damaged license, which fee shall not exceed the costs of the department in processing the temporary and replacement licenses.
  6. Each license shall be valid for a period of twelve (12) months.
- C. In issuing a business license to a sidewalk vendor, the Department of Finance shall accept either a California driver's license or identification number, or an individual taxpayer number in lieu of a social security number if the Department of Finance otherwise requires a social security number prior to the issuance of a business license.
- D. This chapter does not relieve any license holder from compliance with any requirement of any ordinance, rule, regulation, or specification of the city.

Section 13.30.040 Sidewalk vending operating requirements.

All stationary sidewalk vendors or roaming sidewalk vendors shall comply with the following requirements:

- A. Except as otherwise provided in this chapter, stationary sidewalk vendors and roaming sidewalk vendors may only conduct transactions on public sidewalks in the public right-of-way, and on pedestrian paths in parks owned or operated by the city.
- B. Stationary sidewalk vendors shall only be located on public sidewalks and pedestrian paths of not less than ten (10) feet in width measured from the street-side edge of the sidewalk or from edge to edge of the path.
- C. Roaming sidewalk vendors may travel on public sidewalks and pedestrian paths of not less than four (4) feet in width measured from the street-side edge of the sidewalk or from edge to edge of the path while moving. Roaming sidewalk vendors stopping to conduct a transaction must do so only where the sidewalk or path is ten (10) feet in width or must yield to pedestrian traffic in conflict with the conduct of their business.



- D. Operations of stationary sidewalk vendors on a public sidewalk shall only occur during the hours of 8:00 a.m. and 10:00 p.m.
- E. Vending food or merchandise on City sidewalks shall be prohibited:
1. Within 5 feet of a marked crosswalk.
  2. Within 5 feet of the beginning of curb return of an unmarked crosswalk.
  3. Within 5 feet of any fire hydrant or other emergency facility.
  4. Within 5 feet ahead and 45 feet to the rear of a sign designating a bus stop.
  5. Within a marked bus zone.
  6. Within 5 feet of a bus bench.
  7. Within 10 feet of a transit shelter.
  8. Within 5 feet of an area improved with lawn, flowers, shrubs, trees or street tree well.
  9. Within 5 feet of a driveway or driveway apron.
  10. Within 4 feet of an outdoor dining or patio dining area.
  11. Within 18 inches from the edge of the curb.
  12. Where placement impedes the flow of pedestrian traffic by reducing the clear space to less than 6 feet, or impedes access to or the use of abutting property, including, but not limited to, residences and places of business.
- F. Notwithstanding any specific prohibitions in this subsection, no vendor shall be located where operation endangers the safety of persons or property.
- G. Operations of stationary sidewalk vendors are prohibited in the OS, OSR, RS-1, RS-2, RS-3, RS-4, RM-1, RM-2, RM-3 zones, and in the CZ and MHP overlays.
- H. Operations of roaming sidewalk vendors may occur in the OS, OSR, RS-1, RS-2, RS-3, RS-4, RM-1, RM-2, RM-3 zones, and in the CZ and MHP overlays, but only occur during the hours of 7:00 a.m. and 7:00 p.m.
- I. Vending within 500 feet of any K-12 school is prohibited from 6:00 a.m. through 6:00 p.m., unless the vendor is selling exclusively Healthy Food.
- J. Operations of sidewalk vendors in public parks shall only occur on the pedestrian path, or a public sidewalk, and only during the period that the park is open. In order to protect the fragile nature of greenspace in parks, sidewalk vendors shall conduct all activities from a public sidewalk or pedestrian path.
- K. In order to limit obstructions caused by a congregation of customers during periods of operations, and to clearly delineate responsibilities in operation, sidewalk vendors shall be located not closer than twenty (20) feet from another sidewalk vendor.



- L. In order to reduce vector, rodent, and other pest infestations, stationary sidewalk vendors shall be responsible for the cleanliness of the area within ten (10) feet of their operations. Stationary sidewalk vendors shall provide a means to collect and properly dispose of all trash and recycling materials, including owning and making available appropriate trash and recycling receptacles. Roaming sidewalk vendors shall have trash bags attached to their cart or carried by the vendor sufficient to provide for the collection of such trash or recycling materials generated by the type of goods, produce, pre-packaged goods, etc., being sold from the vendor. All sidewalk vendors shall provide the city with an acceptable plan for collection and disposal of wastes at the time that an application for those permits required by this chapter, which plan must be approved by the Director of Public Works or such person designated by the Director of Public Works. Such plans must include the means for avoiding the use of city-owned trash and recycling receptacles.
- M. No sidewalk vending is allowed within the immediate vicinity of any permitted certified farmers' market or permitted swap meet in the city. No sidewalk vending is allowed within the immediate vicinity of any street or alley, park, plaza, parking lot, or city-owned property, in any event that is being used by the city or a third party under a Temporary Use Permit. No sidewalk vending is allowed in any park where the city has signed an agreement with a concessionaire for the exclusive right to sell food or merchandise in the park.
- N. No sidewalk vendor shall sell any alcohol-related beverage; tobacco or electronic smoking devices; cannabis products; weapons, including knives, guns, or explosive devices; pharmaceuticals; items described in the definition of adult entertainment activities in Section 18.30.030 of Chapter 18.30 of this code; or such other products identified in a list adopted by resolution or ordinance of the City Council as prohibited for sidewalk vending based on public health, safety, or welfare concerns.
- O. In order to maintain public safety and visibility in front of buildings which front directly on a public street, stationary sidewalk vendors shall not occupy the area directly in front of a transparent window or within three feet of an entry or exit.

Section 13.30.050 Enforcement.

The provisions of this chapter shall be enforced by the Fire Marshal, any police officer, any code compliance officer, and any other City official authorized to enforce any provision of the Municipal Code.

Section 13.30.060 Violation; penalties.

- A. Notwithstanding any provisions in Chapter 1.20 of this code, no person shall be subject to any criminal prosecution as a result of a violation of this chapter.

- B. Except as provided in subsections (C) and (D), in this section, any person violating any provision of this chapter may be issued an administrative citation for each and every violation, in the manner as prescribed in sections 1.44.010 through 1.44.040 of Chapter 1.44 of the National City Municipal Code.
- C. Notwithstanding any provisions in section 1.44.050 of Chapter 1.44, no administrative fine shall exceed five hundred (500) dollars for any violation of section 13.30.040.
- D. Notwithstanding any provisions in section 1.44.050 of Chapter 1.44, for any violation of section 13.30.030, the amount of administrative fine, which may be imposed for each separate violation of the same provision of the code, shall be established by resolution of the City Council within the following limits:
  - 1. For a first violation, a fine not to exceed two hundred fifty (100) dollars per day, per violation;
  - 2. For a second violation of the same code section within a twelve-month period, a fine not to exceed five hundred (200) dollars per day, per violation; and
  - 3. For any additional violation of the same code section within a twelve-month period, a fine not to exceed one thousand (500) dollars per day, per violation.
- E. Sections 1.44.060 through 1.44.120 shall apply to any administrative citation issued to enforce this chapter.

Section 13.30.070 Public Nuisance and Abatement.

The placement of any vending cart on any sidewalk in violation of the provisions of this chapter is declared to be a public nuisance. The Director of Public Works, Director of Neighborhood Services, and/or any Police or Code Enforcement Officer may cause the removal of any vending cart found on a sidewalk in violation of this chapter and is authorized to store such vending cart until the owner thereof shall redeem it by paying the removal and storage charges established by resolution of the City Council.

ORDINANCE NO. \_\_\_\_\_

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AMENDING THE NATIONAL CITY MUNICIPAL CODE BY AMENDING  
CHAPTER 9.06 (FOOD VENDING), CHAPTER 10.22 (SALES ACTIVITY  
AND SOLICITATION FROM OR AFFECTING VEHICLES,  
TRAFFIC, PUBLIC PROPERTY AND AREAS, AND COMMERCIAL  
PARKING AREAS), CHAPTER 10.52 (REGULATIONS FOR THE USE  
OF MUNICIPAL PARKS, PLAYGROUNDS AND GOLF COURSES), AND  
ADDING CHAPTER 13.30 REGARDING VENDING  
ON CITY SIDEWALKS AND PEDESTRIAN PATHWAYS.

WHEREAS, the City of National City (the "City"), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, new legislation under SB946 changed the way cities can control the use of their sidewalks and portions of their parks by sidewalk vendors beginning January 1, 2019; and

WHEREAS, SB946 requires that any local regulation of sidewalk vendors be directly related to objective health, safety, or welfare concerns; and

WHEREAS, the proposed amendments and addition of National City Municipal Code (NCMC) Chapter 13.30 are directly related to addressing objective health, safety, and welfare concerns including the potential of fires with unregulated cooking or heating of food; blocking or otherwise restricting use of sidewalks by pedestrians; blocking or impeding the use of driveways, pedestrian access ramps, doorways, and safe parking of vehicles; conflicts with those persons with disabilities and traveling on sidewalks and pedestrian paths and recreating in city parks; and noise in residential zones at unreasonable hours; and

WHEREAS, pursuant to the terms and provisions of the California Government Code, proceedings were duly initiated for the amendment of the NCMC.

NOW, THEREFORE, the City Council does ordain as follows:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. If any portion of this Ordinance is found to be invalid, it is the intention of the City Council that the remaining valid provisions of the Ordinance be severed from the invalid provisions and remain in full force and effect.

Section 3. That Subsection 9.06.130 of the National City Municipal Code is amended to read as follows:

9.06.130 - Authority to arrest.\*

\* This section shall not apply to activities permitted under Chapter 13.30 (Vending on City sidewalks and pedestrian pathways).

The health officer and any officer or employee designated by him is hereby authorized to arrest a person without a warrant whenever he has reasonable cause to believe that the person to be arrested has committed a misdemeanor in his presence which is in violation of any statute, Ordinance or regulation relating to the operation of mobile food preparation units which the health officer or such officer or employee has the duty to enforce, including but not limited to provisions of the State of California Health and Safety Code, provisions of the California Administrative Code, and all city Ordinances relating to mobile food preparation units. In any case in which a person is arrested pursuant hereto and the person arrested does not demand to be taken before a magistrate, the public officer or employee making the arrest shall prepare a written notice to appear and release the person on his promise to appear, as prescribed by Chapter 5C (commencing with Section 853.6) of the Penal Code. The provisions of said Chapter 5C shall thereafter apply with reference to any proceeding based upon the issuance of the written notice to appear. Authority to arrest is granted in accordance with Penal Code Section 836.5.

Section 4. That Subsection 10.22.040 (A) of the National City Municipal Code is amended to read as follows:

A. Except upon the issuance of a permit issued pursuant to Chapter 13.30, Chapter 15.60, or as provided in Section 10.22.040(B), it is unlawful to sell or display any merchandise upon or within a public sidewalk or right-of-way, any public park or any other public property.

Section 5. That subsection 10.22.050 of the National City Municipal Code, is hereby repealed.

Section 6. That subsection 10.22.060 (E) of the National City Municipal Code, is amended to read as follows:

E. Sales or display of merchandise upon public sidewalks is prohibited unless permitted pursuant to Chapter 13.30.

Section 7. That subsection (X), of section 10.52.010 of the National City Municipal Code, is hereby repealed.

Section 8. Subsection (X) is hereby added to section 10.52.010 of the National City Municipal Code to read as follows:

X. Vend, offer for sale, or dispose of goods, wares or merchandise, or conduct any business unless authorized to do so by Chapter 13.30, or by the City Council or their designee, except that nothing in this provision shall prohibit religious or political solicitations subject to subsection (II) of section 10.52.010.

Section 9. Subsection (II) is hereby added to section 10.52.010 of the National City Municipal Code to read as follows:

II. No person shall throw or deposit any commercial or noncommercial handbill circulars, pamphlets, tracts, or advertisements in or upon any sidewalk, street or other public place within the city. Nothing herein shall prevent any person from handing out, distributing, or selling any commercial handbill on any public sidewalk or pedestrian pathway in conformance with Chapter 13.30 of this code provided, however, that no person shall hand out, distribute, or sell any commercial handbill in any other public place not allowed by Chapter 13.30. Further, it is not unlawful on any sidewalk, street, pedestrian pathway, or other public place within the city for any person to hand out or distribute, without charge to the receiver thereof, any noncommercial handbill to any person willing to accept it. No person shall post or affix to any pole, tree, car, fence or structure situated therein any kind of handbill, circular, pamphlet, tract, or advertisement.

Section 10. Subsection (JJ) is hereby added to section 10.52.010 of the National City Municipal Code to read as follows:

JJ. Except as otherwise provided in subdivision (1) of this subsection, operate any food establishment (as defined in Section 113780 of the California Health and Safety Code), mobile food facility (as defined in Section 113900 of the California Health and Safety Code), vending machine (as defined in Section 113903 of the California Health and Safety Code), produce stand (as defined in Section 113855 of the California Health and Safety Code), swap meet prepackaged food stand (as defined in Section 113905 of the California Health and Safety Code), temporary food facility (as defined in Section 113895 of the California Health and Safety Code), satellite food distribution facility (as defined in Section 113880 of the California Health and Safety Code), stationary mobile food preparation unit (as defined in Section 113890 of the California Health and Safety Code), mobile food preparation unit (as defined in Section 113815 of the California Health and Safety Code) or open air barbecue facility (as defined in Section 113830 of the California Health and Safety Code).

1. This subsection is not intended to prohibit activities wherein no permanent facilities are used for storing or handling food, nor families, groups, or other organizations which give or sell

food to its members and guests at occasional events. For the purposes of this subsection the term “occasional event” means an event that occurs not more than two days in any ninety-day period.

2. This prohibition does not apply to: (a) special events in accordance with Chapter 15.60; (b) a City Council sponsored community event; (c) sidewalk vendors in accordance with Chapter 13.30; (d) those who have obtained the necessary permit to hold an event in a city park, at a city recreation center, or community center.

3. The exception found in subdivision (1) of this subsection shall not be construed to allow a person to use park property as a mobile or stationary kitchen, “eating establishment”, restaurant or similar purpose to provide food to the general public, including but not limited to a food bank as defined in Section 114445 of the California Health and Safety Code.

Section 11. Chapter 13.30 is hereby added to Title 13 of the National City Municipal Code as follows:

Chapter 13.30            VENDING ON CITY SIDEWALKS AND PEDESTRIAN PATHWAYS.

Section 13.30.010    Purpose and intent.

The City of National City hereby finds and determines that the unrestricted use of the city’s public rights-of-way, parks, and facilities by both stationary and roaming sidewalk vendors poses a serious and objective threat to the health, safety, and welfare of persons utilizing such public facilities for their intended purposes. Such threats include the potential of fires with unregulated cooking or heating of food; blocking or otherwise restricting use of sidewalks by pedestrians; blocking or impeding the use of driveways, pedestrian access ramps, doorways, and safe parking of vehicles; interfering with the intended and designated recreational uses of parks and playgrounds; conflicts with those persons with disabilities and traveling on sidewalks and pedestrian paths, and recreating in city parks; and noise in residential zones at unreasonable hours. Accordingly, the city finds that those regulations, established by this chapter, are directly related to addressing such objective health, safety, and welfare concerns.

Section 13.30.020    Definitions.

The following definitions shall be applicable when the following words or phrases are used hereafter in this chapter whether the words or phrases are capitalized or not.

“**Beginning of Curb Return**” means the area that includes the intersection of two sidewalks bounded by the adjoining corner.



**“Driveway”** means any approved curb cut designed to allow vehicular traffic ingress from or egress to or from a street or alley.

**“Healthy Food”** means food which provides vital nutrients with limited fats cholesterol, sodium and added sugar, as defined in the Food Action Plan.

**“Immediate vicinity,”** for the purposes of this chapter, means the public sidewalk or pedestrian path area next to, and having access to an area being used by a properly permitted certified farmers’ market, swap meet, parade, or other event having obtained a temporary special use permit for the occupation of an area in a park, on city property, or in a city street or alley.

**“Pedestrian path”** means an improved pathway within a city park designed and constructed to allow pedestrian traffic to circulate within the park from a public sidewalk or parking lot, to other locations within the park.

**“Public sidewalk”** means that portion of public right-of-way improved with an impervious surface to allow pedestrian traffic, including wheelchairs (whether motorized or self-propelled), to traverse adjacent to a street or alley. Public sidewalk does not include any portion of a street or alley, and (except as otherwise provided in this chapter) does not include improved walkways located on public property used to access public buildings, not otherwise located in a dedicated right-of-way. Notwithstanding the foregoing, a public sidewalk shall include any pedestrian path located in any park owned or operated by the city.

**“Ramp”** means any transition from the street to a public sidewalk designed to allow the safe movement of wheelchairs and pedestrians.

**“Roaming sidewalk vendor”** means a sidewalk vendor who moves from place to place, stopping only to complete a transaction.

**“Sidewalk vendor”** means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path. A sidewalk vendor is either a stationary sidewalk vendor or a roaming sidewalk vendor.

**“Sidewalk vendor’s license,”** or “license” shall mean that certain regulatory license established under subdivision (B) of section 13.30.030. The license shall be in addition to any other licenses or permits required by the city or San Diego County.

**“Stationary sidewalk vendor”** means a sidewalk vendor who vends from a fixed location on a public sidewalk or pedestrian path.

**“Temporary use permit”** means a temporary use permit as defined by Chapter 15.60. Any holder of a temporary use permit that is required to provide notice, business interruption mitigation, or other rights to affected businesses and property owners must also provide the same notice, business interruption mitigation, or other rights to properly licensed sidewalk vendors.

Section 13.30.030 Licenses required.

- A. It is unlawful for any person to engage in, conduct, carry on, or allow to be engaged in, conducted, or carried on, any business as a stationary sidewalk vendor or a roaming sidewalk vendor without having first obtained a business license pursuant to Chapters 6.04 of this code, a sidewalk vendor’s license from the public works department pursuant to section 13.30.030 (B); and a seller’s permit issued by the California Department of Tax and Fee Administration. If the sidewalk vendor is selling food, it shall also comply with Chapter 9.04 and obtain the necessary health-related permit from the County of San Diego Department of Environmental Health.
  
- B. In order to regulate the activities of sidewalk vendors in the city, a sidewalk vendor’s license is hereby created.
  - 1. A sidewalk vendor’s license shall be issued by the public works department upon application of any person.
  - 2. The cost of a sidewalk vendor’s license shall be set forth by resolution of the City Council from time to time, and may be included in the city’s list of rates, fees, and charges.
  - 3. The Director of Public Works, or such person designated by the Director of Public Works, shall issue the license to an applicant upon receipt of such fees, information, and copies of such documents required in this chapter.
  - 4. The license shall at all times be prominently displayed on the person, pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance.
  - 5. If a license is lost, stolen, or damaged, the sidewalk vendor shall not conduct business without first obtaining a replacement license from the Public Works Department to be displayed as described in paragraph (4), above. The department may charge a fee for the replacement of a lost, stolen, or damaged license, which fee shall not exceed the costs of the department in processing the temporary and replacement licenses.
  - 6. Each license shall be valid for a period of twelve (12) months.

- C. In issuing a business license to a sidewalk vendor, the Department of Finance shall accept either a California driver's license or identification number, or an individual taxpayer number in lieu of a social security number if the Department of Finance otherwise requires a social security number prior to the issuance of a business license.
- D. This chapter does not relieve any license holder from compliance with any requirement of any Ordinance, rule, regulation, or specification of the city.

Section 13.30.040 Sidewalk vending operating requirements.

All stationary sidewalk vendors or roaming sidewalk vendors shall comply with the following requirements:

- A. Except as otherwise provided in this chapter, stationary sidewalk vendors and roaming sidewalk vendors may only conduct transactions on public sidewalks in the public right-of-way, and on pedestrian paths in parks owned or operated by the city.
- B. Stationary sidewalk vendors shall only be located on public sidewalks and pedestrian paths of not less than ten (10) feet in width measured from the street-side edge of the sidewalk or from edge to edge of the path.
- C. Roaming sidewalk vendors may travel on public sidewalks and pedestrian paths of not less than four (4) feet in width measured from the street-side edge of the sidewalk or from edge to edge of the path while moving. Roaming sidewalk vendors stopping to conduct a transaction must do so only where the sidewalk or path is ten (10) feet in width or must yield to pedestrian traffic in conflict with the conduct of their business.
- D. Operations of stationary sidewalk vendors on a public sidewalk shall only occur during the hours of 8:00 a.m. and 10:00 p.m.

- E. Vending food or merchandise on City sidewalks shall be prohibited:
1. Within 5 feet of a marked crosswalk.
  2. Within 5 feet of the beginning of curb return of an unmarked crosswalk.
  3. Within 5 feet of any fire hydrant or other emergency facility.
  4. Within 5 feet ahead and 45 feet to the rear of a sign designating a bus stop.
  5. Within a marked bus zone.
  6. Within 5 feet of a bus bench.
  7. Within 10 feet of a transit shelter.
  8. Within 5 feet of an area improved with lawn, flowers, shrubs, trees or street tree well.
  9. Within 5 feet of a driveway or driveway apron.
  10. Within 4 feet of an outdoor dining or patio dining area.
  11. Within 18 inches from the edge of the curb.
  12. Where placement impedes the flow of pedestrian traffic by reducing the clear space to less than 6 feet, or impedes access to or the use of abutting property, including, but not limited to, residences and places of business.
- F. Notwithstanding any specific prohibitions in this subsection, no vendor shall be located where operation endangers the safety of persons or property.
- G. Operations of stationary sidewalk vendors are prohibited in the OS, OSR, RS-1, RS-2, RS-3, RS-4, RM-1, RM-2, RM-3 zones, and in the CZ and MHP overlays.
- H. Operations of roaming sidewalk vendors may occur in the OS, OSR, RS-1, RS-2, RS-3, RS-4, RM-1, RM-2, RM-3 zones, and in the CZ and MHP overlays, but only occur during the hours of 7:00 a.m. and 7:00 p.m.
- I. Vending within 500 feet of any K-12 school is prohibited from 6:00 a.m. through 6:00 p.m., unless the vendor is selling exclusively Healthy Food.
- J. Operations of sidewalk vendors in public parks shall only occur on the pedestrian path, or a public sidewalk, and only during the period that the park is open. In order to protect the fragile nature of greenspace in parks, sidewalk vendors shall conduct all activities from a public sidewalk or pedestrian path.
- K. In order to limit obstructions caused by a congregation of customers during periods of operations, and to clearly delineate responsibilities in operation, sidewalk vendors shall be located not closer than twenty (20) feet from another sidewalk vendor.

- L. In order to reduce vector, rodent, and other pest infestations, stationary sidewalk vendors shall be responsible for the cleanliness of the area within ten (10) feet of their operations. Stationary sidewalk vendors shall provide a means to collect and properly dispose of all trash and recycling materials, including owning and making available appropriate trash and recycling receptacles. Roaming sidewalk vendors shall have trash bags attached to their cart or carried by the vendor sufficient to provide for the collection of such trash or recycling materials generated by the type of goods, produce, pre-packaged goods, etc., being sold from the vendor. All sidewalk vendors shall provide the city with an acceptable plan for collection and disposal of wastes at the time that an application for those permits required by this chapter, which plan must be approved by the Director of Public Works or such person designated by the Director of Public Works. Such plans must include the means for avoiding the use of city-owned trash and recycling receptacles.
- M. No sidewalk vending is allowed within the immediate vicinity of any permitted certified farmers' market or permitted swap meet in the city. No sidewalk vending is allowed within the immediate vicinity of any street or alley, park, plaza, parking lot, or city-owned property, in any event that is being used by the city or a third party under a Temporary Use Permit. No sidewalk vending is allowed in any park where the city has signed an agreement with a concessionaire for the exclusive right to sell food or merchandise in the park.
- N. No sidewalk vendor shall sell any alcohol-related beverage; tobacco or electronic smoking devices; cannabis products; weapons, including knives, guns, or explosive devices; pharmaceuticals; items described in the definition of adult entertainment activities in Section 18.30.030 of Chapter 18.30 of this code; or such other products identified in a list adopted by resolution or Ordinance of the City Council as prohibited for sidewalk vending based on public health, safety, or welfare concerns.
- O. In order to maintain public safety and visibility in front of buildings which front directly on a public street, stationary sidewalk vendors shall not occupy the area directly in front of a transparent window or within three feet of an entry or exit.

#### Section 13.30.050 Enforcement.

The provisions of this chapter shall be enforced by the Fire Marshal, any police officer, any code compliance officer, and any other City official authorized to enforce any provision of the Municipal Code.

Section 13.30.060 Violation; penalties.

- A. Notwithstanding any provisions in Chapter 1.20 of this code, no person shall be subject to any criminal prosecution as a result of a violation of this chapter.
- B. Except as provided in subsections (C) and (D), in this section, any person violating any provision of this chapter may be issued an administrative citation for each and every violation, in the manner as prescribed in sections 1.44.010 through 1.44.040 of Chapter 1.44 of the National City Municipal Code.
- C. Notwithstanding any provisions in section 1.44.050 of Chapter 1.44, no administrative fine shall exceed five hundred (500) dollars for any violation of section 13.30.040.
- D. Notwithstanding any provisions in section 1.44.050 of Chapter 1.44, for any violation of section 13.30.030, the amount of administrative fine, which may be imposed for each separate violation of the same provision of the code, shall be established by resolution of the City Council within the following limits:
  - 1. For a first violation, a fine not to exceed two hundred fifty (100) dollars per day, per violation;
  - 2. For a second violation of the same code section within a twelve-month period, a fine not to exceed five hundred (200) dollars per day, per violation; and
  - 3. For any additional violation of the same code section within a twelve-month period, a fine not to exceed one thousand (500) dollars per day, per violation.
- E. Sections 1.44.060 through 1.44.120 shall apply to any administrative citation issued to enforce this chapter.

Section 13.30.070 Public Nuisance and Abatement.

The placement of any vending cart on any sidewalk in violation of the provisions of this chapter is declared to be a public nuisance. The Director of Public Works, Director of Neighborhood Services, and/or any Police or Code Enforcement Officer may cause the removal of any vending cart found on a sidewalk in violation of this chapter and is authorized to store such vending cart until the owner thereof shall redeem it by paying the removal and storage charges established by resolution of the City Council.



Section 12. That based upon said findings of fact set forth in section 2 of this Ordinance, the City Council of the City of National City hereby approves the amendments of Chapters 9.06 and 10.52, and to Title 13 of the National City Municipal Code to add Chapter 13.30 as set out herein.

Section 13. This Ordinance shall become effective thirty (30) days following its passage and adoption.

PASSED and ADOPTED this 7<sup>th</sup> day of May, 2019.

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Alejandra Sotelo-Solis, Mayor

ATTEST:

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Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

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Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of a Resolution of the City Council of the City of National City of Proposed Policy on small cells equipment which delegates Authority to the City Manager to Negotiate a License Agreement with the Concurrence of the City Attorney. \(City Attorney\) \\*\\*Companion Item #19\\*\\*](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Public Hearing and Introduction of a Resolution of the City Council of the City of National City of Proposed Policy on small cells equipment which delegates Authority to the City Manager to Negotiate a License Agreement with the Concurrence of the City Attorney.

**PREPARED BY:** Roberto M. Contreras

**DEPARTMENT:** City Attorney

**PHONE:** Ext. 4412

**APPROVED BY:** 

**EXPLANATION:**

Please see attached staff report.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

- 1) Staff Report
- 2) City Council Policy on Small Wireless Facilities and other Infrastructure Deployment within the Public Right-of Way.
- 3) Resolution



## **OFFICE OF THE CITY ATTORNEY**

### **Staff Report**

DATE: April 16, 2019

TO: Mayor and City Councilmembers

From: Roberto M. Contreras, Deputy City Attorney

Subject: Public Hearing and Introduction of a Resolution of the City Council of the City of National City of Proposed Policy on small cells equipment which delegates Authority to the City Manager to Negotiate a License Agreement with the Concurrence of the City Attorney.

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#### Staff Recommendation

Staff recommends that the City Council hold a Public Hearing on the Introduction of a Resolution that adopts a National City Policy regulating small wireless facilities and other infrastructure deployments in the public rights-of-way and authorizes the City Manager, with the concurrence of the City Attorney, to negotiate pole license agreements in accordance with the proposed Policy.

#### History

The Federal Communications Commission (FCC) adopted new preemptive regulations applicable to all small wireless facilities whether located on a City-owned pole or not. As a result, staff prepared proposed regulations that would be applicable to all small wireless facilities in the public rights-of-way. The FCC's new regulations will become fully effective on April 15, 2019. A town hall meeting on small facilities was held on March 12, 2019 where the proposed Policy regulations were considered by community and industry stakeholders. At the March 25, 2019, Planning Commission Meeting staff provided a presentation which included the proposed Policy as part of the Ordinance Amendment before them for consideration.



### Overview

California Public Utilities Code § 7901 grants certain telephone corporations a so called “statewide franchise” to deploy facilities along public roads or highways to the extent the deployment would not incommode the public use of the right-of-way. On April 4, 2019, the California Supreme Court reaffirmed that § 7901 preserves local discretion to regulate the aesthetics of these deployments.

Several wireless providers have recently expressed interest in locating “small wireless facilities” on City-owned poles. These poles, along with other utility poles, can serve as an antenna support structure to provide advanced wireless services. However, given that § 7901 grants providers the right to occupy the right-of-way for their facilities, foreclosing the opportunity to license City-owned poles would increase the likelihood that wireless providers would be entitled to install new standalone poles to provide services. In order to preserve the City’s aesthetics and mitigate the impact of new vertical obstructions in the rights-of-way, staff recommends that the City Council authorize the City Manager to negotiate pole license agreements on City-owned poles with the concurrence of the City Attorney. Staff intends to bring the proposed standardized pole license agreement before the City Council on May 7, 2019.

Over the past several years, changes in federal and state law have significantly affected the City’s authority to regulate such wireless facilities. These changes include stricter timeframes and limitations on application reviews, new regulatory classifications for collocations and modifications to existing facilities, and even automatic approvals under certain circumstances.

Rulemaking proceedings at the Federal Communications Commission (FCC) on September 27, 2018 largely reduced cities’ authority to regulate small wireless facilities (or “small cells”). For example, the September 27th Order established presumptively reasonable annual license fees cities could charge at \$270 per installation, per year, reduced discretion regarding aesthetic and design requirements, and created new, shorter deadlines for approving applications to deploy small cells in the right of way.

These new FCC regulations are applicable to all small wireless facilities whether such facilities are located on a City-owned pole or not. As a result, staff recommends that the City adopt new regulations for all small wireless facilities in the public rights-of-way in addition to the recommended authorization to enter license agreements for attachments to City-owned poles.

April 16, 2019  
Page 3

Staff supports a more streamlined process for small wireless facilities that is established by the adoption of a Policy that set the standards for regulating small wireless facilities and other infrastructure deployments in National City public rights-of-way and authorizes the City Manager, with the concurrence of the City Attorney, to negotiate pole license agreements in accordance with the proposed Policy.



<b>CITY OF NATIONAL CITY</b>	<b>POLICY NO.</b> <span style="background-color: yellow; color: black;">[REDACTED]</span>
adopted: <span style="background-color: yellow; color: black;">[insert effective date]</span>	
<b>City Council Policy on Small Wireless Facilities and Other Infrastructure Deployments within the Public Rights-of-Way</b>	

SECTION 1. BACKGROUND AND INTRODUCTION .....2

SECTION 2. PURPOSE AND INTENT .....3

SECTION 3. DEFINITIONS .....4

SECTION 4. APPLICABILITY .....6

SECTION 5. REQUIRED PERMITS AND APPROVALS .....7

SECTION 6. APPLICATION AND REVIEW PROCEDURES .....8

SECTION 7. PUBLIC NOTICES .....13

SECTION 8. DECISIONS .....13

SECTION 9. CONDITIONS OF APPROVAL .....15

SECTION 10. LOCATION STANDARDS.....22

SECTION 11. DESIGN STANDARDS .....24

SECTION 12. PREAPPROVED DESIGNS.....28

## SECTION 1. BACKGROUND AND INTRODUCTION

In 1996, Congress adopted the Telecommunications Act to balance the national interest in advanced communications services and infrastructure with legitimate local government authority to enforce zoning and other regulations to manage infrastructure deployments on private property and in the public rights-of-way. Under section 704, which applies to personal wireless service facilities (*i.e.*, cell sites), local governments retain all their traditional zoning authority subject to specifically enumerated limitations.<sup>1</sup> Section 253 preempts local regulations that prohibit or effectively prohibit telecommunication services (*i.e.*, common carrier services) except competitively neutral and nondiscriminatory regulations to manage the public rights-of-way and require fair and reasonable compensation.

Communication technologies have significantly changed since 1996. Whereas cell sites were traditionally deployed on tall towers and rooftops over low frequency bands that travel long distances, cell sites are increasingly installed on streetlights and utility infrastructure on new frequency bands that travel shorter distances. According to the Federal Communications Commission (“FCC”) and the wireless industry, these so-called “small wireless facilities” or “small cells” are essential to the next technological evolution. The industry currently estimates that each national carrier will need to deploy between 30 and 60 small cells, connected by approximately 8 miles of fiber optic cable, per square mile.

On September 27, 2018, the FCC adopted a *Declaratory Ruling and Third Report and Order*, FCC 18-133 (the “*Small Cell Order*”), in connection with two informal rulemaking proceedings entitled *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, WT Docket No. 17-79, and *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, WC Docket No. 17-84. In general, the *Small Cell Order*: (1) restricts the fees and other compensation state and local governments may receive from applicants; (2) requires all aesthetic regulations to be reasonable, no more burdensome than those applied to other infrastructure deployments, objective and published in advance; (3) mandates that local officials negotiate access agreements, review permit applications and conduct any appeals within significantly shorter timeframes; and (4) creates new evidentiary presumptions that make it more difficult for local governments to defend themselves if an action or failure to act is challenged in court. The regulations adopted in the *Small Cell Order* significantly curtail the local authority over wireless and wireline communication facilities reserved to State and local governments under sections 253 and 704 in the Telecommunications Act.

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<sup>1</sup> Local zoning regulations cannot prohibit or effectively prohibit personal wireless services, unreasonably discriminate among functionally equivalent services or regulate based on environmental impacts from radiofrequency (“RF”) emissions. In addition, local decisions must be made within a reasonable time and any denial requires a written decision based on substantial evidence in the written record.



## SECTION 2. PURPOSE AND INTENT

- (a) The City of National City intends this policy to establish reasonable, uniform and comprehensive standards and procedures for small wireless facilities deployment, construction, installation, collocation, modification, operation, relocation and removal within the City's territorial boundaries, consistent with and to the extent permitted under federal and California state law. The standards and procedures contained in this policy are intended to, and should be applied to, protect and promote public health, safety and welfare, and balance the benefits that flow from robust, advanced wireless services with the City's local values, which include without limitation the aesthetic character of the City, its neighborhoods and community. This policy is also intended to reflect and promote the community interest by (1) ensuring that the balance between public and private interests is maintained; (2) protecting the City's visual character from potential adverse impacts and/or visual blight created or exacerbated by small wireless facilities and related communications infrastructure; (3) protecting and preserving the City's environmental resources; (4) protecting and preserving the City's public rights-of-way and municipal infrastructure located within the City's public rights-of-way; and (5) promoting access to high-quality, advanced wireless services for the City's residents, businesses and visitors.
- (b) This policy is intended to establish clear procedures for application intake and completeness review. The City Council finds that chronically incomplete applications significantly contribute to unreasonable delay and create barriers to infrastructure deployment. Chronically incomplete applications unfairly prejudice other applicants who may be prepared to submit complete applications for infrastructure in the same or substantially the same location. Chronically incomplete applications also unfairly prejudice the City's ability to act on such applications within the "presumptively reasonable" timeframes established by the FCC. The provisions in this policy afford applicants and City staff opportunities for direct, real-time communication about completeness issues to mitigate incomplete applications prior to submittal. The provisions in this policy also encourage applicants to timely respond to incomplete notices.
- (c) This policy is intended to establish regulations, standards and guidelines for all infrastructure deployments unless specifically prohibited by applicable law. The City Council recognizes that different infrastructure deployments may be managed through other mechanisms, such as franchise or license agreements. Although such deployments may be exempt from the "ROW use permit" established in this policy, the City Council intends that the City official or department that administers such deployment shall apply the same regulations, standards and guidelines to the permit or other approval issued in connection with a request for authorization under such franchise, license or other agreement. The City Council also recognizes that different infrastructure deployments may have different impacts on the public rights-of-way that require different

regulations, standards or guidelines to protect public health, safety and welfare. However, to the extent that different regulations, standards or guidelines are applied to small wireless facilities or other infrastructure deployments, the City Council intends that one set be no more burdensome than the other when viewed under the totality of the circumstances.

- (d) This policy is not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services; (2) prohibit or effectively prohibit any entity's ability to provide any telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management; (3) unreasonably discriminate among providers of functionally equivalent personal wireless services; (4) deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC's regulations concerning such emissions; (5) prohibit any collocation or modification that the City may not deny under federal or California state law; (6) impose any unreasonable, discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or (7) otherwise authorize the City to preempt any applicable federal or California law.

### **SECTION 3. DEFINITIONS**

The definitions in this section 3 be applicable to the terms, phrases and words this policy. Undefined terms, phrases or words will have the meanings assigned to them in 47 U.S.C. § 151 or, if not defined therein, will have the meaning assigned to them in Municipal Code or, if not defined in either therein, will have their ordinary meanings. If any definition assigned to any term, phrase or word in this section 3 conflicts with any federal or state-mandated definition, the federal or state-mandated definition will control.

**“accessory equipment”** means equipment other than antennas used in connection with a small wireless facility or other infrastructure deployment. The term includes “transmission equipment” as defined by the FCC in 47 C.F.R. § 1.6100(b)(8), as may be amended or superseded.

**“antenna”** means the same as defined by the FCC in 47 C.F.R. § 1.6002(b), as may be amended or superseded.

**“arterial road”** means a road designed to feed through-traffic to freeways, multi-lane highways and interstates, provide access to adjacent land uses – mostly at intersections – and feature traffic control measures. The term “arterial road” as used in this policy is defined in the Circulation Element of the National City General Plan.

**“batched application”** means more than one application submitted at the same time.



**“collector road”** means a road designed to provide access to adjacent land uses and feed local traffic to arterials. The term “collector road” as used in this policy includes collectors and residential collectors as defined in the Circulation Element of the National City General Plan.

**“collocation”** means the same as defined by the FCC in 47 C.F.R. § 1.6002(g), as may be amended or superseded.

**“CPUC”** means the California Public Utilities Commission established in the California Constitution, Article XII, § 5, or its duly appointed successor agency.

**“decorative pole”** means any pole that includes decorative or ornamental features, design elements and/or materials intended to enhance the appearance of the pole or the public rights-of-way in which the pole is located.

**“City Engineer”** means the City Engineer or the City Engineer’s designee.

**“FCC”** means the Federal Communications Commission or its duly appointed successor agency.

**“FCC Shot Clock”** means the presumptively reasonable time frame, accounting for any tolling or extension, within which the City generally must act on a request for authorization in connection with a personal wireless service facility, as such time frame is defined by the FCC and as may be amended or superseded.

**“local road”** means a road with low speeds and high accessibility to adjacent land uses that generally feed into collector roads and are not intended for through traffic. The term “local road” as used in this policy is defined in the Circulation Element of the National City General Plan.

**“ministerial permit”** means any City-issued non-discretionary permit required to commence or complete any construction or other activity subject to the City’s jurisdiction. Ministerial permits may include, without limitation, any building permit, construction permit, electrical permit, encroachment permit, excavation permit, traffic control permit and/or any similar over-the-counter approval issued by the City’s departments.

**“OTARD”** means an “over-the-air reception device” and includes all antennas and antenna supports covered by 47 C.F.R. § 1.4000(a)(1), as may be amended or superseded.

**“personal wireless services”** means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded.

**“personal wireless service facilities”** means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded.

**“persons entitled to notice”** means the record owners and legal occupants of all properties within 300 feet from the proposed project site and any other person who requests notice consistent with National City Municipal Code § 18.15.050.C.2. Notice to the legal occupants shall be deemed given when sent to the property’s physical address.

**“RF”** means radio frequency or electromagnetic waves.

**“Section 6409”** means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a), as may be amended or superseded.

**“shot clock days”** means calendar days counted toward the presumptively reasonable time under the applicable FCC Shot Clock. The term “shot clock days” does not include any calendar days on which the FCC Shot Clock is tolled. As an illustration and not a limitation, if an applicant applies on February 1, receives a valid incomplete notice on February 5 and then resubmits on February 20, only four “shot clock days” have elapsed because the time between the incomplete notice and resubmittal are not counted.

**“small wireless facility”** means the same as defined by the FCC in 47 C.F.R. § 1.6002(l), as may be amended or superseded.

**“support structure”** means a “structure” as defined by the FCC in 47 C.F.R. § 1.6002(m), as may be amended or superseded.

**“technically infeasible”** means a circumstance in which compliance with a specific requirement within this policy is physically impossible and not merely more difficult or expensive than a noncompliant alternative.

**“underground district”** means any area in the City within which overhead wires, cables, cabinets and associated overhead equipment, appurtenances and other improvements are either (1) prohibited by ordinance, resolution or other applicable law; (2) scheduled to be relocated underground within 18 months from the time an application is submitted; or (3) primarily located underground at the time an application is submitted.

#### **SECTION 4. APPLICABILITY**

- (a) **Small Wireless Facilities.** Except as expressly provided otherwise, the provisions in this policy shall be applicable to all existing small wireless facilities and all applications and requests for authorization to construct, install, attach, operate, collocate, modify, reconstruct, relocate, remove or otherwise deploy small wireless facilities within the public rights-of-way within the City’s jurisdictional and territorial boundaries.



- (b) **Other Infrastructure Deployments.** To the extent that other infrastructure deployments, including without limitation any deployments that require approval pursuant to Municipal Code chapter 13.12, involve the same or substantially similar structures, apparatus, antennas, equipment, fixtures, cabinets, cables or improvements, the departments and/or officials responsible to review and approve or deny requests for authorization in connection with such other infrastructure deployment shall apply the provisions in this policy unless specifically prohibited by applicable law.

## SECTION 5. REQUIRED PERMITS AND APPROVALS

- (a) **ROW Use Permit.** A “ROW use permit”, subject to the City Engineer’s review and approval in accordance with this policy, shall be required for all small wireless facilities and other infrastructure deployments located in whole or in part within the public rights-of-way.
- (b) **Exemptions.** Notwithstanding anything in this policy to the contrary, a ROW use permit shall not be required for:
  - (1) wireless facilities or other infrastructure deployments owned and operated by the City for its use;
  - (2) OTARD facilities;
  - (3) requests for approval to collocate, replace or remove transmission equipment at an existing wireless tower or base station submitted pursuant to Section 6409 will be subject to the current FCC rules and regulations “eligible facilities requests” as defined by FCC and as may be amended or superseded; or
  - (4) wireless facilities or other infrastructure deployments covered by a valid franchise, pole license or other encroachment agreement between the applicant and the City.
- (c) **Other Permits and Approvals.** In addition to a ROW use permit, the applicant must obtain all other permits and regulatory approvals as may be required by any other federal, state or local government agencies, which includes without limitation any ministerial permits and/or other approvals issued by other City departments or divisions. All applications for ministerial permits submitted in connection with a proposed small wireless facility or other infrastructure deployment must contain a valid ROW use permit issued by the City for the proposed facility. Any application for any ministerial permit(s) submitted without such ROW use permit may be denied without prejudice. Any ROW use permit granted under this policy shall remain subject to all lawful conditions and/or legal requirements associated with such other permits or approvals. Furthermore, and to avoid potential confusion, an exemption from the ROW use permit requirement

under section 5(b) does not exempt the same wireless facilities or other infrastructure deployments from any other permits or approvals, which includes without limitation any ministerial permits from the City.

## SECTION 6. APPLICATION AND REVIEW PROCEDURES

- (a) **Application Requirements for Small Wireless Facilities.** In addition to any other publicly-stated requirements, all ROW use permit applications for small wireless facilities must include the following information and materials:
- (1) **Application Form.** The applicant shall submit a complete, duly executed ROW use permit application on the then-current form prepared by the City Engineer.
  - (2) **Application Fee.** The applicant shall submit the applicable small cell permit application fee established by City Council resolution. Batched applications must include the applicable small cell permit application fee for each small wireless facility in the batch. If no small cell permit application fee has been established, then the applicant must submit a signed written statement that acknowledges that the applicant will be required to reimburse the City for its reasonable costs incurred in connection with the application within 10 days after the City issues a written demand for reimbursement.
  - (3) **Construction Drawings.** The applicant shall submit true and correct construction drawings, prepared, signed and stamped by a licensed or registered engineer, that depict all the existing and proposed improvements, equipment and conditions related to the proposed project, which includes without limitation any and all poles, posts, pedestals, traffic signals, towers, streets, sidewalks, pedestrian ramps, driveways, curbs, gutters, drains, handholes, manholes, fire hydrants, equipment cabinets, antennas, cables, trees and other landscape features. The construction drawings must: (i) contain cut sheets that contain the technical specifications for all existing and proposed antennas and accessory equipment, which includes without limitation the manufacturer, model number and physical dimensions; (ii) identify all potential support structures within 350 feet from the proposed project site and call out such structures' overall height above ground level; (iii) depict the applicant's preliminary plan for electric and data backhaul utilities, which shall include the anticipated locations for all conduits, cables, wires, handholes, junctions, transformers, meters, disconnect switches, and points of connection; and (iv) demonstrate that proposed project will be in full compliance with all applicable health and safety laws, regulations or other rules, which includes without limitation all building codes, electric codes, local street standards and specifications, and public utility regulations and orders.
  - (4) **Site Survey.** For any small wireless facility, the applicant shall submit a survey prepared, signed and stamped by a licensed or registered engineer.



The survey must identify and depict all existing boundaries, encroachments and other structures within 75 feet from the proposed project site and any new improvements, which includes without limitation all: (i) traffic lanes; (ii) all private properties and property lines; (iii) above and below-grade utilities and related structures and encroachments; (iv) fire hydrants, roadside call boxes and other public safety infrastructure; (v) streetlights, decorative poles, traffic signals and permanent signage; (vi) sidewalks, driveways, parkways, curbs, gutters and storm drains; (vii) benches, trash cans, mailboxes, kiosks and other street furniture; and (viii) existing trees, planters and other landscaping features.

- (5) **Photo Simulations.** The applicant shall submit site photographs and photo simulations that show the existing location and proposed small wireless facility in context from at least three vantage points within the public streets or other publicly accessible spaces, together with a vicinity map that shows the proposed site location and the photo location for each vantage point. At least one simulation must depict the small wireless facility from a vantage point approximately 50 feet from the proposed support structure or location. The photo simulations and vicinity map shall be incorporated into the construction plans submitted with the application.
- (6) **Project Narrative and Justification.** The applicant shall submit a written statement that explains in plain factual detail whether and why the proposed facility qualifies as a “small wireless facility” as defined by the FCC in 47 C.F.R. § 1.6002(l). A complete written narrative analysis will state the applicable standard and all the facts that allow the City to conclude the standard has been met—bare conclusions not factually supported do not constitute a complete written analysis. As part of the written statement the applicant must also include (i) whether and why the proposed support is a “structure” as defined by the FCC in 47 C.F.R. § 1.6002(m); and (ii) whether and why the proposed wireless facility meets each required finding for a ROW use permit as provided in section 8(b).
- (7) **RF Compliance Report.** The applicant shall submit an RF exposure compliance report that certifies that the proposed small wireless facility, both individually and cumulatively with all other emitters in the vicinity (if any), will comply with applicable federal RF exposure standards and exposure limits. The RF report must be prepared and certified by an RF engineer acceptable to the City Engineer. The RF report must include the actual frequency and power levels (in watts effective radiated power) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each

such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

- (8) **Structural Analysis.** The applicant shall submit a report prepared and certified by an engineer (or other qualified personnel acceptable to the City) that evaluates whether the underlying pole or support structure has the structural integrity to support all the proposed equipment and attachments. At a minimum, the analysis must be consistent with all applicable requirements in CPUC General Order 95 (including, but not limited to, load and pole overturning calculations), the National Electric Safety Code, and any safety and construction standards required by the utility.
- (9) **Public Notices.** The applicant shall include with the application a list that identifies all persons entitled to notice (as defined in this policy) together with three preaddressed envelopes with correct postage for each person entitled to notice.
- (10) **Regulatory Authorization.** The applicant shall submit evidence of the applicant's regulatory status under federal and California law to provide the services and construct the small wireless facility proposed in the application.
- (11) **Pole License Agreement.** For any small wireless facility proposed to be installed on any structure owned or controlled by the City and located within the public rights-of-way, the applicant shall submit an executed Pole License Agreement on a form prepared by the City that states the terms and conditions for such non-exclusive use by the applicant. No changes shall be permitted to the City's Pole License Agreement except as may be indicated on the form itself. Any unpermitted changes to the City's Pole License Agreement shall be deemed a basis to deem the application incomplete. Refusal to accept the terms and conditions in the City's Pole License Agreement shall be an independently sufficient basis to deny the application.
- (12) **Title Report and Property Owner's Authorization.** For any small wireless facility proposed to be installed on any private property not owned or controlled by the City, whether in whole or in part, the applicant must submit: (i) a title report issued within 30 days from the date the applicant filed the application; and (ii) if the applicant is not the property owner, a written authorization signed by the property owner identified in the title report that authorizes the applicant to submit and accept a small cell permit in connection with the subject property. For any small wireless facility proposed to be installed on a support structure in the public right-of-way, the applicant must submit a written authorization from the support structure owner(s).
- (13) **Acoustic Analysis.** The applicant shall submit an acoustic analysis prepared and certified by a licensed engineer for the proposed small wireless facility and all associated equipment including all environmental control units, sump



pumps, temporary backup power generators and permanent backup power generators demonstrating compliance with the City's noise regulations. The acoustic analysis must also include an analysis of the manufacturers' specifications for all noise-emitting equipment and a depiction of the proposed equipment relative to all adjacent property lines. In lieu of an acoustic analysis, the applicant may submit evidence from the equipment manufacturer(s) that the ambient noise emitted from all the proposed equipment will not, both individually and cumulatively, exceed the applicable noise limits.

- (b) **Voluntary Presubmittal Conference.** The City strongly encourages, but does not require, applicants to schedule and attend a presubmittal conference with the City Engineer and other City staff. This voluntary, presubmittal conference does not cause the FCC Shot Clock to begin and is intended to streamline the review process through collaborative, informal discussion that includes, without limitation, the appropriate project classification and review process; any latent issues in connection with the proposed project and/or project site, including compliance with generally applicable rules for public health and safety; potential concealment issues or concerns (if applicable); coordination with other City departments implicated by the proposed project; and application completeness issues. Presubmittal conferences are especially encouraged when an applicant seeks to submit one or more batched applications so that the City Engineer may advise the applicant about any staffing or scheduling issues that may hinder the City's ability to meet the presumptively reasonable timeframes under the FCC Shot Clock. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to bring any draft applications, plans, maps or other materials so that City staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable in their then-current form. The City Engineer will use reasonable efforts to provide the applicant with an appointment within approximately five working days after receiving a written request and any applicable fee or deposit to reimburse the City for its reasonable costs to provide the staff time and services rendered in the presubmittal conference. The City Engineer may grant a written waiver of the alternative location analysis when the applicant: (1) proposes to site the small wireless facility on an existing structure within an arterial street and not within a residential district, Morgan Square or Brick Row; and (2) participates in a voluntary presubmittal conference. Any waiver shall be limited to applications for the proposed small wireless facilities discussed at the presubmittal conference and described in the written waiver signed by the City Engineer, and shall not be applicable to any other applications for any other small wireless facilities.
- (c) **Submittal Appointments.** All applications must be submitted in person to the City at a pre-scheduled appointment with the City Engineer. Prospective applicants may generally submit one application per appointment, or up to five individual applications per appointment as a batch. Potential applicants may



schedule successive appointments for multiple applications whenever feasible and not prejudicial to other applicants for any other development project as determined by the City Engineer. The City Engineer shall use reasonable efforts to offer an appointment within five working days after the City Engineer receives a written request from a potential applicant. Any purported application received without an appointment, whether delivered in-person, by mail or through any other means, will not be considered duly filed, whether the City retains, returns or destroys the materials received.

- (d) **Incomplete Applications Deemed Withdrawn.** Any application governed under this policy shall be automatically deemed withdrawn by the applicant when the applicant fails to submit a substantive response to the City Engineer within 60 calendar days after the City Engineer deems the application incomplete by written notice. As used in this subsection (d), a “substantive response” must include, at a minimum, the complete materials identified as incomplete in the written incomplete notice.
- (e) **Additional Administrative Requirements and Regulations.** The City Council authorizes the City Engineer to develop, publish and from time to time update or amend permit application requirements, forms, checklists, guidelines, informational handouts and other related materials that the City Engineer finds necessary, appropriate or useful for processing any application governed under this policy. The City Engineer further authorizes the City Engineer to establish other reasonable rules and regulations for duly filed applications, which may include without limitation regular hours for appointments and/or submittals without appointments, as the City Engineer deems necessary or appropriate to organize, document and manage the application intake process. All such requirements, materials, rules and regulations must be in written form and publicly stated to provide all interested parties with prior notice.
- (f) **Independent Expert Review; Staff Augmentation.**
  - (1) **Authorization.** The City Council authorizes the City Engineer to, in his or her discretion, select and retain independent experts, consultants, contractors and other professionals (collectively “augmented staff”) with expertise in telecommunications satisfactory to the City Engineer in connection with any ROW use permit application(s).
  - (2) **Scope.** The City Engineer may request augmented staff review on any issue in connection with the ROW use permit application. Such issues may include, but are not limited to: (A) ROW use permit application completeness or accuracy; (B) planned compliance with applicable RF exposure standards; (C) whether technically feasible and potentially available alternative locations and designs exist; (D) the applicability, reliability and sufficiency of analyses or methodologies used by the applicant to reach conclusions about any issue within this scope; (E) compliance with the provisions in this policy; and (F) any



other issue that requires expert or specialized knowledge identified by the City Engineer.

- (3) **Deposit.** The applicant must pay for the cost of such review and for the augmented staff's testimony in any hearing as requested by the City Engineer and must provide a reasonable advance deposit of the estimated cost of such review with the City prior to the commencement of any work by the augmented staff. The applicant must provide an additional advance deposit to cover the augmented staff's testimony and expenses at any meeting where that testimony is requested by the City Engineer. Where the advance deposit(s) are insufficient to pay for the cost of such review and/or testimony, the City Engineer shall invoice the applicant for any and all additional, actual and reasonable costs incurred by the City in connection with the augmented staff that exceeds the initial amount from the fee. The applicant shall pay the invoice in full within ten calendar days after receipt of the invoice. No ROW use permit shall issue to an applicant where that applicant has not timely paid a required fee, provided any required deposit or paid any invoice as required in this policy.

## SECTION 7. PUBLIC NOTICES

- (a) **Application Submittal Notice.** Within approximately 10 calendar days after an application is received and prior to any approval, conditional approval or denial, the City shall mail public notice to all persons entitled to notice. The notice must contain: (1) a general project description, which must include the nature of the project, the project location and an accurate diagram or photo simulation; (2) the City's file number for the application; (3) the applicant's identification and contact information as provided on the application submitted to the City; (4) contact information for the City Engineer and a deadline for interested parties to submit written comments; (5) a statement that the City Engineer will act on the application without a public hearing but that any interested person or entity may appeal the City Engineer's decision directly to the City Council; and (6) if the application is for a small wireless facility, a general statement that the FCC requires the City to take final action on such applications within 60 days for collocations and 90 days for facilities on new support structures.
- (b) **Application Decision Notice.** Within five calendar days after the City Engineer acts on a ROW use permit application, the City Engineer shall provide written notice to the applicant and all persons entitled to notice. If the City Engineer denies an application (with or without prejudice) for a small wireless facility, the written notice must also contain the reasons for the denial.

## SECTION 8. DECISIONS

- (a) **Initial Administrative Decision.** Not less than 10 calendar days after the public notice required in section 7(a) is sent, and not more than 29 shot clock days after

the application has been deemed complete, the City Engineer shall approve, conditionally approve or deny a complete and duly filed ROW use permit application without a public hearing.

- (b) **Required Findings for Approval.** The City Engineer may approve or conditionally approve a complete and duly filed application for a ROW use permit when the City Engineer finds:
- (1) the proposed project complies with all applicable design standards in this policy;
  - (2) the proposed project would be in the most preferred location within 350 feet from the proposed site in any direction or the applicant has demonstrated with clear and convincing evidence in the written record that any more-preferred location(s) within 350 feet would be technically infeasible;
  - (3) the proposed project would not be located on a prohibited support structure identified in this policy;
  - (4) the proposed project would be on the most preferred support structure within 350 feet from the proposed site in any direction or the applicant has demonstrated with clear and convincing evidence in the written record that any more-preferred support structure(s) within 350 feet would be technically infeasible;
  - (5) if the proposed project involves a wireless facility, the proposed project fits within the definition for a “small wireless facility” as defined by the FCC;
  - (6) if the proposed project involves a wireless facility, the applicant has demonstrated that the proposed project will be in planned compliance with all applicable FCC regulations and guidelines for human exposure to RF emissions; and
  - (7) all public notices required for the application have been given.
- (c) **Conditional Approvals; Denials Without Prejudice.** Subject to any applicable federal or California laws, nothing in this policy is intended to limit the City Engineer’s ability to conditionally approve or deny without prejudice any ROW use permit application as may be necessary or appropriate to ensure compliance with this policy.
- (d) **Appeals.** Any interested person or entity may appeal the decision by the City Engineer to the City Council; provided, however, that appeals from an approval shall not be permitted when based solely on the environmental effects from radio frequency emissions that are compliant with applicable FCC regulations and guidelines. An appeal notice must be filed within seven calendar days after the



date on the City Engineer's decision notice. The notice must contain a short and plain statement about the basis for the appeal, which may be supplemented after the notice period has expired but before the appeal hearing. The City Council shall hear appeals *de novo* and issue the applicant a written decision within five calendar days after the appeal hearing. If the City Council denies the application on appeal (whether by affirmation or reversal), the written notice shall contain the reasons for the decision.

## SECTION 9. CONDITIONS OF APPROVAL

- (a) **Standard Conditions.** Except as may be authorized in subsection (b), all ROW use permits issued under this policy shall be automatically subject to the conditions in this subsection (a).
- (1) **Permit Term.** This permit will automatically expire 10 years and one day from its issuance unless California Government Code § 65964(b) authorizes the City to establish a shorter term for public safety reasons. Any other permits or approvals issued in connection with any collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.
  - (2) **Permit Renewal.** Not more than one year before this ROW use permit expires, the permittee may apply for permit renewal. The permittee must demonstrate that the subject small wireless facility or other infrastructure deployment complies with all the conditions of approval associated with this ROW use permit and all applicable provisions in the Municipal Code and this policy that exist at the time the decision to renew or not renew is rendered. The City Engineer may modify or amend the conditions on a case-by-case basis as may be necessary or appropriate to ensure compliance with the Municipal Code, this policy or other applicable law. Upon renewal, this ROW use permit will automatically expire 10 years and one day from its issuance.
  - (3) **Post-Installation Certification.** Within 60 calendar days after the permittee commences full, unattended operations of a small wireless facility or other infrastructure deployment approved or deemed-approved, the permittee shall provide the City Engineer with documentation reasonably acceptable to the City Engineer that the small wireless facility or other infrastructure deployment has been installed and/or constructed in strict compliance with the approved construction drawings and photo simulations. Such documentation shall include without limitation as-built drawings, GIS data and site photographs.
  - (4) **Build-Out Period.** This ROW use permit will automatically expire 12 months from the approval date (the "build-out period") unless the permittee obtains all other permits and approvals required to install, construct and/or operate the



approved small wireless facility or other infrastructure deployment, which includes without limitation any permits or approvals required by the any federal, state or local public agencies with jurisdiction over the subject property, support structure or the small wireless facility or other infrastructure deployment and its use. If the permittee cannot obtain all other permits and approvals before build-out period expires, the City will not extend the build-out period but the permittee may resubmit a complete application, including all application fees, for the same or substantially similar project.

- (5) **Site Maintenance.** The permittee shall keep the site, which includes without limitation any and all improvements, equipment, structures, access routes, fences and landscape features, in a neat, clean and safe condition in accordance with the approved construction drawings and all conditions in this ROW use permit. The permittee shall keep the site area free from all litter and debris at all times. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the site within 48 hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred.
- (6) **Compliance with Laws.** The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law (“laws”) applicable to the permittee, the subject property, the small wireless facility or other infrastructure deployment or any use or activities in connection with the use authorized in this ROW use permit, which includes without limitation any laws applicable to human exposure to RF emissions. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee’s obligations to maintain compliance with all laws. No failure or omission by the City to timely notice, prompt or enforce compliance with any applicable provision in the Municipal Code, this policy any permit, any permit condition or any applicable law or regulation, shall be deemed to relieve, waive or lessen the permittee’s obligation to comply in all respects with all applicable provisions in the Municipal Code, this policy, any permit, any permit condition or any applicable law or regulation.
- (7) **Adverse Impacts on Other Properties.** The permittee shall use all reasonable efforts to avoid any and all unreasonable, undue or unnecessary adverse impacts on nearby properties that may arise from the permittee’s or its authorized personnel’s construction, installation, operation, modification, maintenance, repair, removal and/or other activities on or about the site. The permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during normal construction work hours authorized by the Municipal Code. The restricted work hours in this condition will not prohibit any work required to prevent an



actual, immediate harm to property or persons, or any work during an emergency declared by the City or other state or federal government agency or official with authority to declare an emergency within the City. The City Engineer may issue a stop work order for any activities that violates this condition in whole or in part.

- (8) **Inspections; Emergencies.** The permittee expressly acknowledges and agrees that the City's officers, officials, staff, agents, contractors or other designees may enter onto the site and inspect the improvements and equipment upon reasonable prior notice to the permittee. Notwithstanding the prior sentence, the City's officers, officials, staff, agents, contractors or other designees may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The permittee, if present, may observe the City's officers, officials, staff or other designees while any such inspection or emergency access occurs.
- (9) **Permittee's Contact Information.** Within 10 days from the final approval, the permittee shall furnish the City with accurate and up-to-date contact information for a person responsible for the small wireless facility or other infrastructure deployment, which includes without limitation such person's full name, title, direct telephone number, facsimile number, mailing address and email address. The permittee shall keep such contact information up-to-date at all times and promptly provide the City with updated contact information if either the responsible person or such person's contact information changes.
- (10) **Indemnification.** The permittee and, if applicable, the property owner upon which the small wireless facility or other infrastructure deployment is installed shall defend, indemnify and hold harmless the City, City Council and the City's boards, commissions, agents, officers, officials, employees and volunteers (collectively, the "indemnitees") from any and all (i) damages, liabilities, injuries, losses, costs and expenses and from any and all claims, demands, law suits, writs and other actions or proceedings ("claims") brought against the indemnitees to challenge, attack, seek to modify, set aside, void or annul the City's approval of this ROW use permit, and (ii) other claims of any kind or form, whether for personal injury, death or property damage, that arise from or in connection with the permittee's or its agents', City Engineers', officers', employees', contractors', subcontractors', licensees' or customers' acts or omissions in connection with this ROW use permit or the small wireless facility or other infrastructure deployment. In the event the City becomes aware of any claims, the City will use best efforts to promptly notify the permittee and the private property owner (if applicable) and shall reasonably cooperate in the defense. The permittee expressly acknowledges and agrees that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense,



and the property owner and/or permittee (as applicable) shall promptly reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The permittee expressly acknowledges and agrees that the permittee's indemnification obligations under this condition are a material consideration that motivates the City to approve this ROW use permit, and that such indemnification obligations will survive the expiration, revocation or other termination of this ROW use permit.

- (11) **Performance Bond.** Before the City issues any permits required to commence construction in connection with this permit, the permittee shall post a performance bond from a surety and in a form acceptable to the City Engineer in an amount reasonably necessary to cover the cost to remove the improvements and restore all affected areas based on a written estimate from a qualified contractor with experience in wireless facilities or other infrastructure removal. The written estimate must include the cost to remove all equipment and other improvements, which includes without limitation all antennas, radios, batteries, generators, utilities, cabinets, mounts, brackets, hardware, cables, wires, conduits, structures, shelters, towers, poles, footings and foundations, whether above ground or below ground, constructed or installed in connection with the wireless facility, plus the cost to completely restore any areas affected by the removal work to a standard compliant with applicable laws. In establishing or adjusting the bond amount required under this condition, the City Engineer shall take into consideration any information provided by the permittee regarding the cost to remove the small wireless facility or other infrastructure deployment to a standard compliant with applicable laws. The performance bond shall expressly survive the duration of the permit term to the extent required to effectuate a complete removal of the subject wireless facility or other infrastructure deployment in accordance with this condition.
- (12) **Permit Revocation.** Any permit granted under this policy may be revoked in accordance with the provisions and procedures in this condition. The City Engineer may initiate revocation proceedings when the City Engineer has information that the facility may not be in compliance with all applicable laws, which includes without limitation, any permit in connection with the facility and any associated conditions with such permit(s). Before any public hearing to revoke a permit granted under this policy, the City Engineer must issue a written notice to the permittee that specifies (i) the facility; (ii) the violation(s) to be corrected; (iii) the timeframe in which the permittee must correct such violation(s); and (iv) that, in addition to all other rights and remedies the City may pursue, the City may initiate revocation proceedings for failure to correct such violation(s). A permit granted under this policy may be revoked only by the City Council after a duly notice public hearing. The City Council may revoke a permit when it finds substantial evidence in the written record to show that the facility is not in compliance with any applicable laws, which includes without limitation, any permit in connection with the facility and any



associated conditions with such permit(s). Any decision by the City Council to revoke or not revoke a permit shall be final and not subject to any further appeals. Within five business days after the City Council adopts a resolution to revoke a permit, the City Engineer shall provide the permittee with a written notice that specifies the revocation and the reasons for such revocation.

- (13) **Record Retention.** Throughout the permit term, the permittee must maintain a complete and accurate copy of the written administrative record, which includes without limitation the ROW use permit application, ROW use permit, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval, any ministerial permits or approvals issued in connection with this approval and any records, memoranda, documents, papers and other correspondence entered into the public record in connection with the ROW use permit (collectively, "records"). If the permittee does not maintain such records as required in this condition, any ambiguities or uncertainties that would be resolved by inspecting the missing records will be construed against the permittee. The permittee shall protect all records from damage from fires, floods and other hazards that may cause deterioration. The permittee may keep records in an electronic format; provided, however, that hard copies or electronic records kept in the City's regular files will control over any conflicts between such City-controlled copies or records and the permittee's electronic copies, and complete originals will control over all other copies in any form. The requirements in this condition shall not be construed to create any obligation to create or prepare any records not otherwise required to be created or prepared by other applicable laws. Compliance with the requirements in this condition shall not excuse the permittee from any other similar record-retention obligations under applicable law.
- (14) **Abandoned Facilities.** The small wireless facility or other infrastructure deployment authorized under this ROW use permit shall be deemed abandoned if not operated for any continuous six-month period. Within 90 days after a small wireless facility or other infrastructure deployment is abandoned or deemed abandoned, the permittee and/or property owner shall completely remove the small wireless facility or other infrastructure deployment and all related improvements and shall restore all affected areas to a condition compliant with all applicable laws, which includes without limitation the Municipal Code. In the event that neither the permittee nor the property owner complies with the removal and restoration obligations under this condition within said 90-day period, the City shall have the right (but not the obligation) to perform such removal and restoration with or without notice, and the permittee and property owner shall be jointly and severally liable for all costs and expenses incurred by the City in connection with such removal and/or restoration activities.



- (15) **Landscaping.** The permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the permittee or at the permittee's direction on or about the site. If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select, plant and maintain replacement landscaping in an appropriate location for the species. Only International Society of Arboriculture certified workers under the supervision of a licensed arborist shall be used to install the replacement tree(s). Any replacement tree must be substantially the same size as the damaged tree. The permittee shall, at all times, be responsible to maintain any replacement landscape features.
- (16) **Cost Reimbursement.** The permittee acknowledges and agrees that (i) the permittee's request for authorization to construct, install and/or operate the wireless facility will cause the City to incur costs and expenses; (ii) the permittee shall be responsible to reimburse the City for all costs incurred in connection with the permit, which includes without limitation costs related to application review, permit issuance, site inspection and any other costs reasonably related to or caused by the request for authorization to construct, install and/or operate the wireless facility or other infrastructure deployment; (iii) any application fees required for the application may not cover all such reimbursable costs and that the permittee shall have the obligation to reimburse City for all such costs 10 days after a written demand for reimbursement and reasonable documentation to support such costs; and (iv) the City shall have the right to withhold any permits or other approvals in connection with the wireless facility until and unless any outstanding costs have been reimbursed to the City by the permittee.
- (17) **Future Undergrounding Programs.** Notwithstanding any term remaining on any ROW use permit, if other utilities or communications providers in the public rights-of-way underground their facilities in the segment of the public rights-of-way where the permittee's small wireless facility or other infrastructure deployment is located, the permittee must also underground its equipment, except the antennas and any approved electric meter, at approximately the same time. Accessory equipment such as radios and computers that require an environmentally controlled underground vault to function shall not be exempt from this condition. Small wireless facilities and other infrastructure deployments installed on wood utility poles that will be removed pursuant to the undergrounding program may be reinstalled on a streetlight that complies with the City's standards and specifications. Such undergrounding shall occur at the permittee's sole cost and expense except as may be reimbursed through tariffs approved by the state public utilities commission for undergrounding costs.
- (18) **Electric Meter Upgrades.** If the commercial electric utility provider adopts or changes its rules obviating the need for a separate or ground-mounted electric meter and enclosure, the permittee on its own initiative and at its sole cost and



expense shall remove the separate or ground-mounted electric meter and enclosure. Prior to removing the electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.

(19) **Rearrangement and Relocation.** The permittee acknowledges that the City, in its sole discretion and at any time, may: (A) change any street grade, width or location; (B) add, remove or otherwise change any improvements in, on, under or along any street owned by the City or any other public agency, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric or telecommunications; and/or (C) perform any other work deemed necessary, useful or desirable by the City (collectively, "City work"). The City reserves the rights to do any and all City work without any admission on its part that the City would not have such rights without the express reservation in this ROW use permit. If the City Engineer determines that any City work will require the permittee's small wireless facility located in the public rights-of-way to be rearranged and/or relocated, the permittee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If the permittee fails or refuses to either permanently or temporarily rearrange and/or relocate the permittee's small wireless facility or other infrastructure deployment within a reasonable time after the City Engineer's notice, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at the permittee's sole cost and expense. The City may exercise its rights to rearrange or relocate the permittee's small wireless facility or other infrastructure deployment without prior notice to permittee when the City Engineer determines that the City work is immediately necessary to protect public health or safety. The permittee shall reimburse the City for all costs and expenses in connection with such work within 10 days after a written demand for reimbursement and reasonable documentation to support such costs.

(20) **Truthful and Accurate Statements.** The permittee acknowledges that the City's approval relies on the written and/or oral statements by permittee and/or persons authorized to act on permittee's behalf. In any matter before the City in connection with the ROW use permit or the small wireless facility or other infrastructure approved under the ROW use permit, neither the permittee nor any person authorized to act on permittee's behalf shall, in any written or oral statement, intentionally provide material factual information that is incorrect or misleading or intentionally omit any material information necessary to prevent any material factual statement from being incorrect or misleading.

(b) **Modified Conditions.** The City Council authorizes the City Engineer to modify, add or remove conditions to any ROW use permit as the City Engineer deems necessary or appropriate to: (1) protect and/or promote the public health, safety

and welfare; (2) tailor the standard conditions in subsection (a) to the particular facts and circumstances associated with the deployment; and/or (3) memorialize any changes to the proposed deployment need for compliance with the Municipal Code, this policy, generally applicable health and safety requirements and/or any other applicable laws. To the extent required by applicable FCC regulations, the City Engineer shall take care to ensure that any different conditions applied to small wireless facilities are no more burdensome than those applied to other infrastructure deployments.

## SECTION 10. LOCATION STANDARDS

- (a) **Location Preferences.** To better assist applicants and decision-makers understand and respond to the community's aesthetic preferences and values, this subsection sets out listed preferences for locations to be used in connection with small wireless facilities in an ordered hierarchy. The most preferred locations are those on arterial streets, outside any residential district, Morgan Square or Brick Row. Applications that involve lesser-preferred locations may be approved so long as the applicant demonstrates by clear and convincing evidence in the written record that either (1) no more preferred locations or structures exist within 350 feet from the proposed site; or (2) any more preferred locations or structures within 350 feet from the proposed site would be technically infeasible as supported. The City prefers small cells in the public rights-of-way to be installed in locations, ordered from most preferred to least preferred, as follows:
- (1) locations within commercial or industrial districts on or along arterial streets;
  - (2) locations within commercial or industrial districts on or along collector streets;
  - (3) locations within commercial or industrial districts on or along local streets;
  - (4) locations within residential districts on or along arterial streets;
  - (5) locations within residential districts on or along collector streets;
  - (6) locations within residential districts on or along local streets;
  - (7) locations within open space districts, including without limitation Morgan Square, on or along any street;
  - (8) locations along Brick Row;
  - (9) any location within 350 feet from an existing small wireless facility;
  - (10) any location within 350 feet from any structure approved for a residential use.



- (b) **Prohibited Support Structures.** Except when authorized as a pre-approved design pursuant to this policy, small cells shall not be permitted on the following support structures:
- (1) decorative poles;
  - (2) traffic signal poles, cabinets or related structures;
  - (3) new, nonreplacement wood poles;
  - (4) any utility pole scheduled for removal or relocation within 18 months from the time the City Engineer acts on the small cell application;
- (c) **Encroachments Over Private Property.** No small wireless facilities, other infrastructure deployments, accessory equipment or other improvements may encroach onto or over any private or other property outside the public rights-of-way without the property owner's express written consent.
- (d) **No Interference with Other Uses.** Small wireless facilities and other infrastructure deployments and any associated antennas, accessory equipment or improvements shall not be located in any place or manner that would physically interfere with or impede access to any: (1) worker access to any above-ground or underground infrastructure for traffic control, streetlight or public transportation, including without limitation any curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, barricade reflectors; (2) access to any public transportation vehicles, shelters, street furniture or other improvements at any public transportation stop; (3) worker access to above-ground or underground infrastructure owned or operated by any public or private utility agency; (4) fire hydrant or water valve; (5) access to any doors, gates, sidewalk doors, passage doors, stoops or other ingress and egress points to any building appurtenant to the rights-of-way; or (6) access to any fire escape.
- (e) **Replacement Pole Location.** All replacement poles must: (1) be located as close to the removed pole as possible; (2) be aligned with the other existing poles along the public rights-of-way; and (3) be compliant with all applicable standards and specifications by the City Engineer.
- (f) **Additional Placement Requirements.** In addition to all other requirements in this policy, small wireless facilities, other infrastructure deployments and all related equipment and improvements shall:
- (1) be placed as close as possible to the property line between two parcels that abut the public rights-of-way;
  - (2) not be placed directly in front of any door or window;

- (3) not be placed within any sight distance triangles at any intersections;
- (4) be placed at least five feet away from any driveway or established pedestrian pathway between a residential structure and the public rights-of-way;
- (5) be placed at least 50 feet away from any driveways for police stations, fire stations or other emergency responder facilities.

## SECTION 11. DESIGN STANDARDS

- (a) **Finishes.** All exterior surfaces shall be painted, colored and/or wrapped in flat, nonreflective hues that match the underlying support structure or blend with the surrounding environment. All surfaces shall be treated with graffiti-resistant sealant. All finishes shall be subject to the City Engineer's prior approval.
- (b) **Noise.** Small cells and all associated antennas, accessory equipment and other improvements must comply with all applicable noise control standards and regulations in Title 12 of the Municipal Code, as either may be amended or superseded, and shall not exceed, either on an individual or cumulative basis, the noise limit in the applicable district.
- (c) **Lights.** All lights and light fixtures must be aimed and shielded so that their illumination effects are directed downwards and confined within the public rights-of-way in a manner consistent with any other standards and specifications by the City Engineer. All antennas, accessory equipment and other improvements with indicator or status lights must be installed in locations and within enclosures that mitigate illumination impacts visible from publicly accessible areas.
- (d) **Trees and Landscaping.** Small wireless facilities and other infrastructure deployments shall not be installed (in whole or in part) within any tree drip line. Small wireless facilities and other infrastructure deployments may not displace any existing tree or landscape features unless: (A) such displaced tree or landscaping is replaced with native and/or drought-resistant trees, plants or other landscape features approved by the City Engineer and (B) the applicant submits and adheres to a landscape maintenance plan. Only International Society of Arboriculture certified workers under a licensed arborist's supervision shall be used to install the replacement tree(s). Any replacement tree must be substantially the same size as the damaged tree unless approved by the City Engineer. The permittee shall, at all times, be responsible to maintain any replacement landscape features.
- (e) **Signs and Advertisements.** All small wireless facilities and other infrastructure deployments that involve RF transmitters must include signage that accurately identifies the site owner/operator, the owner/operator's site name or identification number and a toll-free number to the owner/operator's network operations



center. Small wireless facilities and other infrastructure deployments may not bear any other signage or advertisements unless expressly approved by the City, required by law or recommended under FCC or other United States governmental agencies for compliance with RF emissions regulations.

- (f) **Site Security Measures.** Small wireless facilities and other infrastructure deployments may incorporate reasonable and appropriate site security measures, such as locks and anti-climbing devices, to prevent unauthorized access, theft or vandalism. The City Engineer shall not approve any barbed wire, razor ribbon, electrified fences or any similarly dangerous security measures. All exterior surfaces on small wireless facilities shall be constructed from or coated with graffiti-resistant materials.
- (g) **Compliance with Health and Safety Regulations.** All small wireless facilities and other infrastructure deployments shall be designed, constructed, operated and maintained in compliance with all generally applicable health and safety regulations, which includes without limitation all applicable regulations for human exposure to RF emissions and compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*).
- (h) **Antennas.** The provisions in this subsection (h) are generally applicable to all antennas.
  - (1) **Shrouding.** All antennas and associated cables, jumpers, wires, mounts, masts, brackets and other connectors and hardware must be installed within a single shroud or radome. For pole-top antennas, the shroud shall not exceed two times the median pole diameter and must taper down to pole. For side-arm antennas, the shroud must cover the cross arm and any cables, jumpers, wires or other connectors between the vertical riser and the antenna.
  - (2) **Antenna Volume.** Each individual antenna associated with a single small cell shall not exceed three cubic feet. The cumulative volume for all antennas on a single small cell shall not exceed: (A) three cubic feet in residential areas; or (B) six cubic feet in nonresidential areas.
  - (3) **Overall Height.** No antenna may extend more than five feet above the support structure, plus any minimum separation between the antenna and other pole attachments required by applicable health and safety regulations.
  - (4) **Horizontal Projection.** Side-mounted antennas, where permitted, shall not project: (A) more than 24 inches from the support structure; (B) over any roadway for vehicular travel; or (C) over any abutting private property. If applicable laws require a side-mounted antenna to project more than 24 inches from the support structure, the projection shall be no greater than required for compliance with such laws.

- (i) **Accessory Equipment Volume.** The cumulative volume for all accessory equipment for a single small wireless facility or other infrastructure deployment shall not exceed: (A) nine cubic feet in residential areas or (B) seventeen cubic feet in nonresidential areas. The volume limits in this subsection do not apply to any undergrounded accessory equipment.
- (j) **Undergrounded Accessory Equipment.**
  - (1) **Where Required.** Accessory equipment (other than any electric meter (where permitted) emergency disconnect switch) shall be placed underground when proposed in any (A) underground district or (B) any location where the City Engineer finds substantial evidence that the additional above-ground accessory equipment would incommode the public's uses in the public rights-of-way. Notwithstanding the preceding sentence, the City Engineer may grant an exception when the applicant demonstrates by clear and convincing evidence that compliance with this section would be technically infeasible.
  - (2) **Vaults.** All undergrounded accessory equipment must be installed in an environmentally controlled vault that is load-rated to meet the City's standards and specifications. Underground vaults located beneath a sidewalk must be constructed with a slip-resistant cover. Vents for airflow shall be flush-to-grade when placed within the sidewalk and may not exceed two feet above grade when placed off the sidewalk.
- (k) **Pole-Mounted Accessory Equipment.** The provisions in this subsection (k) are applicable to all pole-mounted accessory equipment in connection with small wireless facilities and other infrastructure deployments.
  - (1) **Preferred Concealment Techniques.** Applicants should propose to place any pole-mounted accessory equipment in the least conspicuous position under the circumstances presented by the proposed pole and location. Pole-mounted accessory equipment may be installed behind street, traffic or other signs to the extent that the installation complies with applicable public health and safety regulations.
  - (2) **Minimum Vertical Clearance.** The lowest point on any pole-mounted accessory equipment shall be at least eight feet above ground level adjacent to the pole. If applicable laws require any pole-mounted accessory equipment component to be placed less than eight feet above ground level, the clearance from ground level shall be no less than required for compliance with such laws.
  - (3) **Horizontal Projection.** Pole-mounted accessory equipment shall not project:
    - (i) more than 24 inches from the pole surface; (ii) over any roadway for vehicular travel; or (iii) over any abutting private property. All pole-mounted



accessory equipment shall be mounted flush to the pole surface. If applicable laws preclude flush-mounted equipment, the separation gap between the pole and the accessory equipment shall be no greater than required for compliance with such laws and concealed by opaque material (such as cabinet “flaps” or “wings”).

- (4) **Orientation.** Unless placed behind a street sign or some other concealment that dictates the equipment orientation on the pole, all pole-mounted accessory equipment should be oriented away from prominent views. In general, the proper orientation will likely be toward the street to reduce the overall profile when viewed from the nearest abutting properties. If orientation toward the street is not feasible, then the proper orientation will most likely be away from oncoming traffic. If more than one orientation would be technically feasible, the City Engineer may select the most appropriate orientation.
- (l) **Ground-Mounted or Base-Mounted Accessory Equipment.** The provisions in this subsection (l) are applicable to all ground-mounted and base-mounted accessory equipment in connection with small wireless facilities and other infrastructure deployments.
  - (1) **Ground-Mounted Concealment.** On collector roads and local roads, the City prefers ground-mounted accessory equipment to be concealed as follows: (A) within a landscaped parkway, median or similar location, behind or among new/existing landscape features and painted or wrapped in flat natural colors to blend with the landscape features; and (B) if landscaping concealment is not technically feasible, disguised as other street furniture adjacent to the support structure, such as, for example, mailboxes, benches, trash cans and information kiosks. On arterial roads outside underground districts, proposed ground-mounted accessory equipment should be completely shrouded or placed in a cabinet substantially similar in appearance to existing ground-mounted accessory equipment cabinets.
  - (2) **Public Safety Visibility.** To promote and protect public health and safety and prevent potential hazards hidden behind large equipment cabinets, no individual ground-mounted accessory equipment cabinet may exceed 4.5 feet in height or 4.5 feet in width. Ground-mounted and base-mounted equipment cabinets shall not have any horizontal flat surfaces greater than 1.5 square inches to prevent litter or other objects left on such surfaces.
- (m) **Utilities.** The provisions in this subsection (m) are applicable to all utilities and other related improvements that serve small wireless facilities and other infrastructure deployments.
  - (1) **Overhead Lines.** The City Engineer shall not approve any new overhead utility lines in underground districts. In areas with existing overhead lines, new communication lines shall be “overlashed” with existing communication lines.



No new overhead utility lines shall be permitted to traverse any roadway used for vehicular transit.

- (2) **Vertical Cable Risers.** All cables, wires and other connectors must be routed through conduits within the pole or other support structure, and all conduit attachments, cables, wires and other connectors must be concealed from public view. To the extent that cables, wires and other connectors cannot be routed through the pole, such as with wood utility poles, applicants shall route them through a single external conduit or shroud that has been finished to match the underlying pole.
- (3) **Spools and Coils.** To reduce clutter and deter vandalism, excess fiber optic or coaxial cables shall not be spooled, coiled or otherwise stored on the pole outside equipment cabinets or shrouds.
- (4) **Electric Meters.** Small cells and other infrastructure deployments shall use flat-rate electric service or other method that obviates the need for a separate above-grade electric meter. If flat-rate service is not available, applicants may install a shrouded smart meter. If the proposed project involves a ground-mounted equipment cabinet, an electric meter may be integrated with and recessed into the cabinet, but the City Engineer shall not approve a separate ground-mounted electric meter pedestal.
- (5) **Existing Conduit or Circuits.** To reduce unnecessary wear and tear on the public rights-of-way, applicants are encouraged to use existing conduits and/or electric circuits whenever available and technically feasible. Access to any conduit and/or electric circuits owned or exclusively controlled by the City shall require prior written consent by the City Engineer, which the City Engineer may withhold or condition in his or her sole and absolute discretion.

## SECTION 12. PREAPPROVED DESIGNS

- (a) **Purpose.** To expedite the review process and encourage collaborative designs among applicants and the City, the City Council authorizes the City Engineer to designate one or more preapproved designs for small wireless facilities and other infrastructure deployments. This section 12 sets out the process to establish or repeal a preapproved design and the expedited review procedures and findings applicable to these applications.
- (b) **Adoption.** The City Engineer may, in the City Engineer's discretion, establish a preapproved design when the Engineer finds that a proposed preapproved design substantially conforms to the design standards in this policy. The City Engineer shall post a public notice posted at the Public Works Department offices and with the City Clerk. The notice must generally describe the preapproved design, include a photograph or photo simulation and specify whether the preapproved design would be limited or restricted in any districts.

The preapproved design shall become effective 15 days from the notice required in this subsection. A decision by the City Engineer not to adopt a proposed preapproved design or the City Engineer's failure to act on a request for a proposed preapproved design is not appealable.

- (c) **Repeal.** The City Engineer may repeal any preapproved design by written notice posted at Public Works Department offices and with the City Clerk. The repeal shall be immediately effective. The City Engineer's repeal, refusal to repeal or failure to act on a request to repeal a preapproved design is not appealable.
- (d) **Modified Review Process.** In nonresidential districts, applications for a preapproved design shall not be subject to the notice requirements in section 7(a) or any potential appeals under section 8(d). In residential districts, applications for a preapproved design shall remain subject to the notice requirements in section 7 and any potential appeals under section 8(d).
- (e) **Modified Findings.** When an applicant submits a complete application for a preapproved design, the City Engineer shall presume that the findings for approval in sections 8(b)(1) and 8(b)(5) are satisfied and shall evaluate the application for compliance with the findings for approval in sections 8(b)(2), 8(b)(3), 8(b)(4), 8(b)(6) and 8(b)(7).
- (f) **Nondiscrimination.** Any applicant may propose to use any preapproved design whether the applicant initially requested that the City Engineer adopt such preapproved design or not. The City Engineer's decision to adopt a preapproved design expresses no preference or requirement that applicants use the specific vendor or manufacturer that fabricated the design depicted in the preapproved plans. Any other vendor or manufacturer that fabricates a facility to the standards and specifications in the preapproved design with like materials, finishes and overall quality shall be acceptable as a preapproved design.

RESOLUTION NO. 2019 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF NATIONAL CITY ADOPTING A CITY COUNCIL POLICY  
REGULATING SMALL WIRELESS FACILITIES AND A  
DELEGATION OF AUTHORITY TO THE CITY MANAGER TO  
NEGOTIATE POLE LICENSE AGREEMENTS WITH THE  
CONCURRENCE OF THE CITY ATTORNEY

WHEREAS, pursuant to the California Constitution, Article XI, section 7; California Government Code section 37100 and other applicable law, the City Council of the City of National City may make and enforce within its limits all local, police, sanitary and other ordinances, resolutions and other regulations not in conflict with general laws; and

WHEREAS, since the City last amended its regulations for wireless facilities in 2012, significant changes in federal laws that affect local authority over personal wireless service facilities and other related infrastructure deployments have occurred, which includes, without limitation, new regulations by the Federal Communications Commission ("FCC") that (1) prohibit temporary moratoria on telecommunications infrastructure deployment; (2) create a new regulatory classification for small wireless facilities; (3) alter existing "shot clock" regulations to require local public agencies to do more in less time; (4) establish a national standard for an effective prohibition that replaces the existing "significant gap" test adopted by the United States Court of Appeals for the Ninth Circuit; (5) provide that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition; (6) limits the compensation that state and local governments may receive for access to their public rights-of-way and government-owned infrastructure; and (7) eliminates the City's proprietary authority over City-owned infrastructure within the public rights-of-way. These new regulations became fully effective on April 15, 2019; and

WHEREAS, City staff, with assistance from outside counsel specializing in telecommunications infrastructure regulations prepared this Resolution, which establishes reasonable, uniform and comprehensive standards and procedures for small wireless facilities and other infrastructure deployment, construction, installation, collocation, modification, operation, relocation and removal within the City of National City's territorial boundaries, consistent with and to the extent permitted under federal and California state law; and

WHEREAS, the City owns as its personal property a substantial number of existing poles within the public right-of-way that are potentially suitable for installing wireless communications facilities within the City's jurisdiction and intends to fully effectuate this Policy by authorizing the City Manager, with the concurrence of the City Attorney, to negotiate pole license agreements to authorize providers to access individual City-owned poles subject to all the applicable permits issued by the City to protect public health, safety and welfare; and

WHEREAS, on March 25, 2019, at a duly noticed public hearing, the Planning Commission considered a proposed amendment to § 18.30.220 together with proposed regulations for compliance with changes in the law, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record; and

WHEREAS, on April 16, 2019 and May 7, 2019, the City Council held a duly noticed public meeting to consider this Policy Resolution, at which the City Council received, reviewed and considered the staff report, written and oral testimony from the public and other information in the record.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby determines and finds as follows:

1. **Findings.** The City Council finds that: (a) the facts set forth in the recitals in this Resolution are true and correct and incorporated by reference; (b) the recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution; (c) the provisions in this Resolution are consistent with the General Plan, National City Municipal Code and applicable federal and state law; and (d) neither this Resolution will be detrimental to the public interest, health, safety, convenience or welfare.
2. **Policy Resolution.** The City Council approves and adopts this Policy Resolution, attached hereto entitled City Council Policy on Small Wireless Facilities and Other Infrastructure Deployments within the Public Right- of -Way marked as Exhibit “A” and by this reference incorporated herein as though set forth in-full.
3. **Pole License Agreements.** The City Council authorizes the City Manager, with the concurrence of the City Attorney, to negotiate with state-authorized telephone corporations to license City-owned vertical infrastructure for the purpose of deploying small wireless facilities consistent with this Resolution.
4. **Environmental Review.** Pursuant to California Environmental Quality Act (“CEQA”) Guidelines § 15378 and California Public Resources Code § 21065, the City Council finds that this Resolution is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Even if this Resolution qualified as a “project” subject to CEQA, the City Council finds that, pursuant to CEQA Guidelines § 15061(b)(3), there is no possibility that this project will have a significant impact on the physical environment. This Resolution merely regulates the small wireless facilities and other infrastructure deployments. This Resolution



does not directly or indirectly authorize or approve any actual changes in the physical environment. Applications for any new small wireless facility or other infrastructure deployment, or change to an existing small wireless facility or other infrastructure deployment, would be subject to additional environmental review on a case-by-case basis. Accordingly, the City Council finds that this Resolution is not subject to CEQA or, in the alternative, is exempt from CEQA under the general rule.

5. **Severability.** If any section, subsection, paragraph, sentence, clause, phrase or term (each a “Provision”) in this Resolution, or any Provision’s application to any person or circumstance, is held illegal, invalid or unconstitutional by a court of competent jurisdiction, all other Provisions not held illegal, invalid or unconstitutional, or such Provision’s application to other persons or circumstances, shall not be affected. The City Council declares that it would have passed this Resolution, and each Provision therein, whether any one or more Provisions be declared illegal, invalid or unconstitutional.
6. **Effective Date.** This Resolution will become immediately effective upon adoption by the City Council and will remain effective until amended, superseded or repealed by a separate resolution adopted by the City Council.
7. **Publication.** The City Clerk shall cause this Resolution and to be published in electronic form on the City of National City’s website, in physical form for public inspection at City Hall and at least two other public places within the City of National City and in any other manner required by law.

PASSED and ADOPTED on this 7th day of May, 2019.

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Alejandra Sotelo-Solis, Mayor

ATTEST:

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Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

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Angil P. Morris-Jones, City Attorney



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 amending section 18.30.220 of the National City Municipal Code for the regulation of small wireless facilities and other infrastructure deployment. \(City Attorney\) \\*\\*Companion Item #18\\*\\*](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending section 18.30.220 of the National City Municipal Code for the regulation of small wireless facilities and other infrastructure deployment.

**PREPARED BY:** Roberto M. Contreras

**DEPARTMENT:** City Attorney

**PHONE:** Ext. 4412

**APPROVED BY:** 

**EXPLANATION:**

Please see attached staff report.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ MIS

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

- 1) Staff Report
- 2) Proposed Ordinance



OFFICE OF NATIONAL CITY ATTORNEY

STAFF REPORT

DATE: April 16, 2019

TO: Mayor and City Councilmembers

FROM: Roberto M. Contreras, Deputy City Attorney

SUBJECT: Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending section 18.30.220 of the National City Municipal Code for the regulation of small wireless facilities and other infrastructure deployment

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Staff Recommendation

Staff recommends that the City Council introduce an ordinance to amend section 18.30.220 of the National City Municipal Code to regulate the City Council policy on the deployment of small wireless facilities and other infrastructure deployments in the public rights-of-way.

History

The City Council initiated an amendment on January 16, 2018 related to wireless communication facilities located in the City of National City's ("City") right-of-way. The amendment intended to exempt City-licensed facilities from the Conditional Use Permit (CUP) process and substitute a "license agreement" process where design and placement standards would be regulated. The Planning Commission held a public hearing on February 5, 2018 and recommended approval of the amendment to the City Council by a vote of five to two. At the following City Council meeting, based on public concerns, the Council voted unanimously to hold a community meeting at a later date to address potential concerns and process.

In the interim, the Federal Communications Commission (FCC) adopted new preemptive regulations applicable to all small wireless facilities whether located on a City-owned pole or not. As a result, staff prepared proposed regulations that would be applicable to all small wireless facilities in the public rights-of-way. The FCC's new regulations will become fully effective on April 15, 2019. A town hall meeting on small facilities was held on March



12, 2019 where the proposed amendment and proposed regulations were considered by community and industry stakeholders. The Planning Commission similarly considered the proposed amendment and regulations on March 25, 2019 and recommended City Council approval.

### Overview

California Public Utilities Code § 7901 grants certain telephone corporations a so called “statewide franchise” to deploy facilities along public roads or highways to the extent the deployment would not incommode the public use of the right-of-way. On April 4, 2019, the California Supreme Court reaffirmed that § 7901 preserves local discretion to regulate the aesthetics of these deployments. Consistent with state law, Section 18.30.220 (“Telecommunications facilities”) of the City’s Municipal Code regulates the placement and use of wireless telecommunications facilities and antenna installation within the City. This section requires a CUP for all such facilities.

Several wireless providers have recently expressed interest in locating “small wireless facilities” on City-owned poles. These poles, along with other utility poles, can serve as an antenna support structure to provide advanced wireless services. However, given that § 7901 grants providers the right to occupy the right-of-way for their facilities, foreclosing the opportunity to license City-owned poles would increase the likelihood that wireless providers would be entitled to install new standalone poles to provide services.

Over the past several years, changes in federal and state law have significantly affected the City’s authority to regulate such wireless facilities. These changes include stricter timeframes and limitations on application reviews, new regulatory classifications for collocations and modifications to existing facilities, and even automatic approvals under certain circumstances.

Rulemaking proceedings at the Federal Communications Commission (FCC) on September 27, 2018 largely reduced cities’ authority to regulate small wireless facilities (or “small cells”). For example, the September 27th Order established presumptively reasonable annual license fees cities could charge at \$270 per installation, per year, reduced discretion regarding aesthetic and design requirements, and created new, shorter deadlines for approving applications to deploy small cells in the right of way.

These new FCC regulations are applicable to all small wireless facilities whether such facilities are located on a City-owned pole or not. As a result, staff recommends that the City adopt new regulations for all small wireless facilities in the public rights-of-way.

Staff supports a more streamlined process for small wireless facilities that does not require a CUP. The shorter timeframes for local review mandated by the FCC effectively preclude the City from completing the CUP process without risking exposure to litigation for a failure to act in a timely manner. For example, the new FCC timeframe to review an application for a wireless attachment to an existing structure, including the time for appeals, is 60 days. Providing a public hearing to decide the merits of a small cell application, or a public hearing on appeal, is incompatible with the new rules, as the City could not reliably complete the required CUP process in the allotted time.

As a substitute to the formal CUP process, the amendment will require an administrative approval and will include standard design and placement guidelines, application requirements and operation and maintenance conditions. These new regulations will also be more easily and quickly amended as the applicable laws and technology continue to change. Likewise, the new regulations can be quickly repealed if pending challenges to the FCC's rules are successful. Streamlining the process for facilities on all poles in the public rights-of-way would preserve the City's discretionary authority to the maximum extent permitted by law and allow the City to respond more quickly to future state or federal preemption.

#### Proposed Amendment

In order to exempt small wireless facilities from the current CUP process, and provide enforceable standards and procedures for application review, but still allow for design and placement review, staff suggests adding Section 18.30.220.(H) to the National City Municipal Code to read as follows:

- H. Notwithstanding any other provision of this section, all "small wireless facilities" as defined by the FCC in 47 C.F.R. § 1.6002(l), as may be amended or superseded, shall be subject to permits and other requirements as specified in City Council Policy No. [**to be determined**], which is adopted and may be amended or repealed by a City Council resolution. If City Council Policy No. [**to be determined**] is repealed and not replaced, an application for a small wireless facility shall be processed pursuant to this section.



This change would allow for small wireless facilities and other infrastructure deployments to be located in the City right-of-way through a flexible policy document that can be amended to adapt to constantly evolving regulations and technology related to small wireless facilities. Moreover, the policy would provide for an administrative permitting procedure to comply with the federal timeframes for processing small wireless facility applications. Small wireless facilities located on City-owned infrastructure would still require a license agreement.

### Findings

There are generally two findings for approval of a Code Amendment, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA).

- The requested amendment is consistent with the General Plan, as Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology. The small wireless facilities would provide the enhanced capacity internet/cellular data and standard cellphone services.
- Pursuant to California Public Resources Code § 21065 and the California Environmental Quality Act (“CEQA”) Guidelines § 15378, this ordinance amendment is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Accordingly, this amendment is not subject to CEQA. Even if this amendment qualified as a “project” subject to CEQA, pursuant to CEQA Guidelines § 15061(b)(3), there is no possibility that this project will have a significant impact on the physical environment. This ordinance amendment merely amends the National City Municipal Code to authorize the City Council to regulate small wireless facilities and other infrastructure deployments. The amendment does not directly or indirectly authorize or approve any actual changes in the physical environment. Applications for any new small wireless facility or other infrastructure deployment, and/or change to an existing small wireless facility or other infrastructure deployment, would be subject to additional environmental review on a case-by-case basis.

Two additional findings are included as follows:

- Given the rapid and substantial changes in applicable law, the active and effective federal prohibition on reasonable moratorium ordinances to allow local public agencies to study these changes and develop appropriate responses and the significant adverse consequences for noncompliance with these changes in applicable law, the City Council finds that the proposed Amendment allows for greater flexibility and responsiveness to new federal and State laws in order to preserve the City's traditional authority to the maximum extent practicable.
- Recent changes in federal law effectively limit local governments from exercising full zoning controls over small wireless facilities and generally require that the regulations for small wireless facilities be no more burdensome than those applied to other infrastructure deployments. The proposed Amendment would comply with the recent changes in federal law by providing reasonable aesthetic regulations and a review and approval process for such facilities within the City that is consistent with the new, shorter timeframes to act on a permit application. The proposed Amendment would also instruct City officials to use the standards in the proposed Amendment as guidelines for other infrastructure deployments to the extent not specifically prohibited by applicable law.

### Summary

An amendment to the City's existing regulations for wireless facilities is necessary for compliance with new FCC rules. Staff believes that the proposed amendments to regulate small wireless facilities in the City right-of-way would preserve the City's discretionary authority to the maximum extent permitted by law and allow the City to respond more quickly to future state or federal preemption. Accordingly, staff recommends that the proposed amendment to the Land Use Code (LUC) be approved in order to achieve this goal.

### ATTACHMENTS

1. Ordinance Amending NCMC Section 18.30.220

ORDINANCE NO. 2019 -

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY AMENDING SECTION 18.30.220 OF THE  
NATIONAL CITY MUNICIPAL CODE FOR THE  
REGULATION OF SMALL WIRELESS FACILITIES AND  
OTHER INFRASTRUCTURE DEPLOYMENTS

WHEREAS, pursuant to the California Constitution, Article XI, section 7; California Government Code section 37100 and other applicable law, the City Council may make and enforce within its limits all local, police, sanitary and other ordinances, resolutions and other regulations not in conflict with general laws.

WHEREAS, the City currently regulates all “wireless telecommunication facilities” under Municipal Code § 18.30.220, which requires a use permit and design review for all applications. The provisions in § 18.30.220 are generally applicable and do not distinguish between facilities on private property and those within the public rights-of-way.

WHEREAS, since the City Council last amended its regulations for wireless facilities, significant changes in federal laws that affect local authority over personal wireless service facilities and other related infrastructure deployments have occurred, including, but not limited to, the following:

- On August 2, 2018, the Federal Communications Commission (“FCC”) adopted a Third Report & Order and Declaratory Ruling in the rulemaking proceeding titled *Accelerating Wireline and Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, 33 FCC Rcd. 7705 (rel. Aug. 3, 2018) (the “August Order”), that formally prohibited express and *de facto* moratoria for all personal wireless services, telecommunications services and their related facilities under 47 U.S.C. § 253(a) and directed the Wireless Telecommunications Bureau and Wireline Competition Bureau to hear and resolve all complaints on an expedited basis; and
- On September 26, 2018, the FCC adopted a Declaratory Ruling and Third Report and Order in the same rulemaking proceeding, --- FCC Rcd. ---, FCC 18-133 (rel. Sep. 27, 2018) (the “September Order”), which, among many other things, creates a new regulatory classification for small wireless facilities, alters existing “shot clock” regulations to require local public agencies to do more in less time, establishes a national standard for an effective prohibition that replaces the existing “significant gap” test adopted by the United States Court of Appeals for the Ninth Circuit and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition.

WHEREAS, in addition to the changes described above, local authority may be further impacted by other pending legislative, judicial and regulatory proceedings, including but not limited to:

- The “STREAMLINE Small Cell Deployment Act” (S. 3157) proposed by Senator John Thune that, among other things, would apply specifically to “small wireless facilities” and require local governments to review applications based on objective standards, shorten the shot clock timeframes, require all local undertakings to occur within the shot clock timeframes and provide a “deemed granted” remedy for failure to act within the applicable shot clock; and
- Further orders and/or declaratory rulings by the FCC from the same rulemaking proceeding as the August Order and September Order; and
- Multiple petitions for reconsideration and judicial review filed by state and local governments against the August Order and September Order, which could cause the rules in either order to change or be invalidated.

WHEREAS, given the rapid and substantial changes in applicable law, the active and effective federal prohibition on reasonable moratorium ordinances to allow local public agencies to study these changes and develop appropriate responses and the significant adverse consequences for noncompliance with these changes in applicable law, the City Council desires to amend § 18.30.220 to allow greater flexibility and responsiveness to new federal and State laws in order to preserve the City’s traditional authority to the maximum extent practicable (the “Amendment”).

WHEREAS, on March 25, 2019, the Planning Commission held a duly noticed public hearing on the Amendment, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record, and recommended that the City Council adopt the Amendment;

WHEREAS, on April 16, 2019 and May 7, 2019, the City Council held a duly noticed public hearing on the proposed Amendment, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record.

NOW, THEREFORE, the City Council of the City of National City hereby finds, determines and ordains as follows:

**SECTION 1. FINDINGS.**

The City Council finds that:

- A. The facts set forth in the recitals are true and correct and incorporated herein by this reference. The recitals constitute findings in this matter and, together with the

staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Ordinance.

- B. This Ordinance is consistent with the General Plan, Municipal Code and applicable federal and state law.
- C. This Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

## **SECTION 2. ENVIRONMENTAL REVIEW.**

Pursuant to California Public Resources Code § 21065 and the California Environmental Quality Act (“CEQA”) Guidelines § 15378, the City Council finds that this Ordinance is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Accordingly, this Ordinance is not subject to CEQA.

Even if this Ordinance qualified as a “project” subject to CEQA, the City Council finds that, pursuant to CEQA Guidelines § 15061(b)(3), there is no possibility that this project will have a significant impact on the physical environment. This Ordinance merely amends § 18.30.220 to authorize the City Council to regulate small wireless facilities and other infrastructure deployments. This Ordinance does not directly or indirectly authorize or approve any actual changes in the physical environment. Applications for any new small wireless facility or other infrastructure deployment, and/or change to an existing small wireless facility or other infrastructure deployment, would be subject to additional environmental review on a case-by-case basis. Accordingly, the City Council finds that this Ordinance would be exempt from CEQA under the general rule.

## **SECTION 3. AMENDMENT TO SECTION 18.30.220 OF THE NATIONAL CITY MUNICIPAL CODE.**

Section 18.30.220.H is added to the National City Municipal Code and shall read as follows:

- H. Notwithstanding any other provision of this section, all “small wireless facilities” as defined by the FCC in 47 C.F.R. § 1.6002(l), as may be amended or superseded, shall be subject to permits and other requirements as specified in City Council Policy No. \_\_\_\_\_, which is adopted and may be amended or repealed by a City Council resolution. If City Council Policy No. \_\_\_\_\_ is repealed and not replaced, an application for a small wireless facility shall be processed pursuant to this section.



**SECTION 4. CONFLICTS WITH PRIOR ORDINANCES.**

If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date, the provisions in this Ordinance will control.

**SECTION 5. SEVERABILITY.**

If any section, subsection, paragraph, sentence, clause, phrase or term (each a "Provision") in this Ordinance, or any Provision's application to any person or circumstance, is held illegal, invalid or unconstitutional by a court of competent jurisdiction, all other Provisions not held illegal, invalid or unconstitutional, or such Provision's application to other persons or circumstances, shall not be affected. The City Council declares that it would have passed this Ordinance, and each Provision therein, whether any one or more Provisions be declared illegal, invalid or unconstitutional.

**SECTION 6. EFFECTIVE DATE.**

This Ordinance shall become effective 30 days after its passage and adoption.

**SECTION 7. PUBLICATION.**

No later than 15 days after its adoption, this Ordinance (or a summary) together with the names of each City Council members who voted for or against this Ordinance shall be published in the manner required by law.

PASSED and ADOPTED this 7th day of May, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with NV5, Inc., increasing the not-to-exceed amount by \\$250,000 \(25% increase\) for a total of \\$1,250,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; ADA compliance; GIS; utility design and coordination; construction support; community outreach and communications. \(Engineering/Public Works\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with NV5, Inc., increasing the not-to-exceed amount by \$250,000 (25% increase) for a total of \$1,250,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; ADA compliance; GIS; utility design and coordination; construction support; community outreach and communications.

**PREPARED BY:** Roberto Yano

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4383

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with NV5, Inc.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution

**Explanation:**

On June 20, 2017, per City Council Resolution No. 2017-130, the City of National City entered into an Agreement with NV5, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; ADA compliance; GIS; utility design and coordination; construction support; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow NV5, Inc. to continue providing CIP support services. This amendment will also increase the not to exceed amount by \$250,000 (25% increase), for a total of \$1,250,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND NV5, INC**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and NV5, Inc., a corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 20, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-130, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; ADA compliance; GIS; utility design and coordination; construction support; community outreach and communications; and

WHEREAS, the Agreement had a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 20, 2017, as follows:


1. Increase the not-to-exceed amount by \$250,000 (25% increase), for a total Agreement amount of \$1,250,000.
2. Extend the term of the Agreement to June 19, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 20, 2017, shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**NV5, INC.**

By:   
\_\_\_\_\_  
Mary Jo Obrien  
Chief Administrative Officer

By:   
\_\_\_\_\_  
Carmen Kasner  
Regional Managing Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH NV5, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$250,000 (25% INCREASE) FOR A TOTAL OF \$1,250,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING, CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, LAND SURVEYING ENVIRONMENTAL ASSESSMENTS, GEOTECHNICAL, ADA COMPLIANCE, GIS, UTILITY DESIGN AND COORDINATION, CONSTRUCTION SUPPORT, COMMUNITY OUTREACH AND COMMUNICATIONS

WHEREAS, On June 20, 2017, per City Council Resolution No. 2017-130, the City of National City entered into an Agreement with NV5, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; ADA compliance; GIS; utility design and coordination; construction support; community outreach and communications for a not to exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and NV5, Inc. desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow NV5, Inc. to continue providing CIP support services for the not to exceed increased amount of \$250,000 and a total not to exceed Agreement amount of \$1,250,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and NV5, Inc., to extend the term of the Agreement for one year, ending June 19, 2020, to allow NV5, Inc. to continue providing CIP support services for an increased not to exceed amount of \$250,000 and a total not-to-exceed Agreement amount of \$1,250,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with STC Traffic, Inc., increasing the not-to-exceed amount by \\$500,000 \(25% increase\) for a total of \\$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; architecture; construction management and inspections; traffic signal communications infrastructure and systems integration; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with STC Traffic, Inc., increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; architecture; construction management and inspections; traffic signal communications infrastructure and systems integration; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications.

**PREPARED BY:** Roberto Yano

**PHONE:** 619-336-4383

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**APPROVED:** 

**Finance**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with STC Traffic, Inc..

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution

**Explanation:**

On June 6, 2017, per City Council Resolution No. 2017-90, the City of National City entered into an Agreement with STC Traffic, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; architecture; construction management and inspections; traffic signal communications infrastructure and systems integration; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow STC Traffic, Inc. to continue providing CIP support services. This amendment will also increase the not-to exceed amount by \$500,000 (25% increase), for a total of \$2,500,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.



**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND STC TRAFFIC, INC**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and STC Traffic, Inc., a corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 6, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-90, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; architecture; construction management and inspections; traffic signal communications infrastructure and systems integration; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications; and

WHEREAS, the Agreement had a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 6, 2017, as follows:

1. Increase the not-to-exceed amount by \$500,000 (25% increase), for a total Agreement amount of \$2,500,000.
2. Extend the term of the Agreement to June 5, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 6, 2017, shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

**STC TRAFFIC, INC.**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:  \_\_\_\_\_  
Jason Stack, President

By:  \_\_\_\_\_  
Morna Stack, CFO

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH STC TRAFFIC, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING, ARCHITECTURE, CONSTRUCTION MANAGEMENT AND INSPECTIONS, TRAFFIC SIGNAL COMMUNICATIONS INFRASTRUCTURE AND SYSTEMS INTEGRATION, LAND SURVEYING, ENVIRONMENTAL ASSESSMENTS, GEOTECHNICAL, CONSTRUCTION SUPPORT, PLAN REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS

WHEREAS, On June 6, 2017, per City Council Resolution No. 2017-90, the City of National City entered into an Agreement with STC Traffic, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; architecture; construction management and inspections; traffic signal communications infrastructure and systems integration; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communication for a not to exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and STC Traffic Inc. desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow STC Traffic Inc. to continue providing CIP support services for the not to exceed increased amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and STC Traffic, Inc., to extend the term of the Agreement for one year, ending June 5, 2020, to allow STC Traffic Inc. to continue providing CIP support services for an increased not to exceed amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Project Professionals Corporation, increasing the not-to-exceed amount by \\$500,000 \(25% increase\) for a total of \\$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Project Professionals Corporation, increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

**PREPARED BY:** Roberto Yano

**PHONE:** 619-336-4383

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with Project Professionals Corporation.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution



**Explanation:**

On June 6, 2017, per City Council Resolution No. 2017-88, the City of National City entered into an Agreement with Project Professionals Corporation, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow Project Professionals Corporation to continue providing CIP support services. This amendment will also increase the not-to exceed amount by \$500,000 (25% increase), for a total of \$2,500,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
PROJECT PROFESSIONALS  
CORPORATION**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and Project Professionals Corporation, a corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 6, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-88, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and

WHEREAS, the Agreement had a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 6, 2017, as follows:

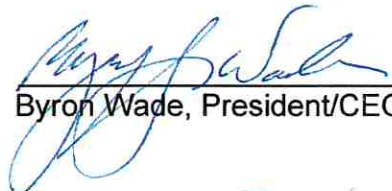
1. Increase the not-to-exceed amount by \$500,000 (25% increase), for a total Agreement amount of \$2,500,000.
2. Extend the term of the Agreement to June 5, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 6, 2017, shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

**PROJECT PROFESSIONALS CORPORATION**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:  \_\_\_\_\_  
Byron Wade, President/CEO

By:  \_\_\_\_\_  
Leanne Wade, CFO

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH PROJECT PROFESSIONALS CORPORATION, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING, CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS

WHEREAS, on June 6, 2017, per City Council Resolution No. 2017-88, the City of National City entered into an Agreement with Project Professionals Corporation, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications for a not to exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and Project Professionals Corporation desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow Project Professionals Corporation to continue providing CIP support services for the not to exceed increased amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and Project Professionals Corporation to extend the term of the Agreement for one year, ending June 5, 2020, to allow Project Professionals Corporation to continue providing CIP support services for the not to exceed increased amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Kimley Horn & Associates, Inc., increasing the not-to-exceed amount by \\$500,000 \(25% increase\) for a total of \\$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; architecture; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** April 16<sup>th</sup> 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Kimley Horn & Associates, Inc., increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; architecture; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications.

**PREPARED BY:** Roberto Yano

**PHONE:** 619-336-4383

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with Kimley Horn & Associates Inc.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution

**Explanation:**

On June 6, 2017, per City Council Resolution No. 2017-92, the City of National City entered into an Agreement with Kimley Horn & Associates, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; architecture; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow Kimley Horn & Associates, Inc. to continue providing CIP support services. This amendment will also increase the not-to exceed amount by \$500,000 (25% increase), for a total of \$2,500,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
KIMLEY-HORN & ASSOCIATES, INC**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and Kimley-Horn & Associates, Inc., a corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 6, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-92, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; architecture; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications; and

WHEREAS, the Agreement had a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 6, 2017, as follows:

1. Increase the not-to-exceed amount by \$500,000 (25% increase), for a total Agreement amount of \$2,500,000.
2. Extend the term of the Agreement to June 5, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 6, 2017, shall remain in full force and effect.

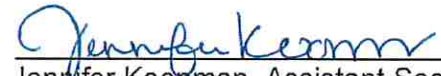
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

**KIMLEY-HORN & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:   
Dennis Landaal, Sr. Vice President

By:   
Jennifer Koopman, Assistant Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH KIMLEY HORN & ASSOCIATES, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO PROJECT MANAGEMENT, ENGINEERING, ARCHITECTURE, LAND SURVEYING, ENVIRONMENTAL ASSESSMENTS, GEOTECHNICAL, CONSTRUCTION SUPPORT, PLAN REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS

WHEREAS, on June 6, 2017, per City Council Resolution No. 2017-92, the City of National City entered into an Agreement with Kimley Horn & Associates, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; architecture; land surveying; environmental assessments; geotechnical; construction support; plan reviews; community outreach and communications for a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and Kimley Horn & Associates, Inc. desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow Kimley Horn & Associates, Inc. to continue providing CIP support services for the not to exceed increased amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and Kimley Horn & Associates, Inc. to extend the term of the Agreement for one year, ending June 5, 2020, to allow Kimley Horn & Associates, Inc. to continue providing CIP support services for the not to exceed increased amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Innovative Construction Consulting Services, LLC, increasing the not-to-exceed amount by \\$500,000 \(25% increase\) for a total of \\$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Innovative Construction Consulting Services, LLC, increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications.

**PREPARED BY:** Roberto Yano

**PHONE:** 619-336-4383

**EXPLANATION:**

See attached.

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**ENVIRONMENTAL REVIEW:**

N/A

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with Innovative Construction Consulting Services, LLC.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution

**Explanation:**

On June 6, 2017, per City Council Resolution No. 2017-89, the City of National City entered into an Agreement with Innovative Construction Consulting Services, LLC, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow Innovative Construction Consulting Services, LLC to continue providing CIP support services. This amendment will also increase the not-to-exceed amount by \$500,000 (25% increase), for a total of \$2,500,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
INNOVATIVE CONSTRUCTION  
CONSULTING SERVICES, LLC**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and Innovative Construction Consulting Services, LLC, a limited liability company (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 6, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-89, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications; and

WHEREAS, the Agreement had a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 6, 2017, as follows:

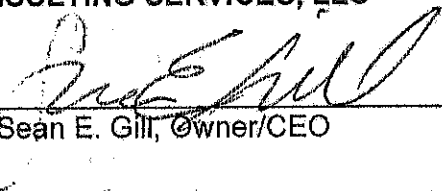
1. Increase the not-to-exceed amount by \$500,000 (25% increase), for a total Agreement amount of \$2,500,000.
2. Extend the term of the Agreement to June 5, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 6, 2017, shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

**INNOVATIVE CONSTRUCTION  
CONSULTING SERVICES, LLC**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:   
Sean E. Gill, Owner/CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH INNOVATIVE CONSTRUCTION CONSULTING SERVICES, LLC, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO PROJECT MANAGEMENT, ENGINEERING, CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS

WHEREAS, on June 6, 2017, per City Council Resolution No. 2017-89, the City of National City entered into an Agreement with Innovative Construction Consulting Services, LLC, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; community outreach and communications for a not to exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and Innovative Construction Consulting Services, LLC, desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow Innovative Construction Consulting Services, LLC, to continue providing CIP support services for the not to exceed increased amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and Innovative Construction Consulting Services, LLC, to extend the term of the Agreement for one year, ending June 5, 2020, to allow Innovative Construction Consulting Services, LLC, to continue providing CIP support services for the not to exceed increased amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with D-Max Engineering, Inc., increasing the not-to-exceed amount by \\$500,000 \(25% increase\) for a total of \\$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; environmental planning; compliance and assessments; construction support; plan reviews; community outreach and communications. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with D-Max Engineering, Inc., increasing the not-to-exceed amount by \$500,000 (25% increase) for a total of \$2,500,000, extending the term of the Agreement by one year to June 5, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; environmental planning; compliance and assessments; construction support; plan reviews; community outreach and communications.

**PREPARED BY:** Roberto Yano

**PHONE:** 619-336-4383

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with D-Max Engineering, Inc.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution

**Explanation:**

On June 6, 2017, per City Council Resolution No. 2017-91, the City of National City entered into an Agreement with D-Max Engineering, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; environmental planning; compliance and assessments; construction support; plan reviews; community outreach and communications.,. The original Agreement is for a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow D-Max Engineering, Inc. to continue providing CIP support services. This amendment will also increase the not-to exceed amount by \$500,000 (25% increase), for a total of \$2,500,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND D-MAX ENGINEERING, INC**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and D-Max Engineering, Inc., a corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 6, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-91, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; environmental planning, compliance and assessments; construction support; plan reviews; community outreach and communications; and

WHEREAS, the Agreement had a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 6, 2017, as follows:


1. Increase the not-to-exceed amount by \$500,000 (25% increase), for a total Agreement amount of \$2,500,000.
2. Extend the term of the Agreement to June 5, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 6, 2017, shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

**D-MAX ENGINEERING, INC.**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:   
Arsalan Dadkhah, Principal

By:   
John Quenzer, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH D-MAX ENGINEERING, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$500,000 (25% INCREASE) FOR A TOTAL OF \$2,500,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 5, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING, ENVIRONMENTAL PLANNING, COMPLIANCE AND ASSESSMENTS, CONSTRUCTION SUPPORT, PLAN REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS

WHEREAS, on June 6, 2017, per City Council Resolution No. 2017-91, the City of National City entered into an Agreement with D-Max Engineering, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; environmental planning; compliance and assessments; construction support; plan reviews; community outreach and communications for a not to exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and D-Max Engineering, Inc. desire to execute the option to extend the term of the Agreement for one year to June 5, 2020, to allow with D-Max Engineering, Inc. to continue providing CIP support services for the not to exceed increased amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and D-Max Engineering, Inc. to extend the term of the Agreement for one year, ending June 5, 2020, to allow D-Max Engineering, Inc. to continue providing CIP support services for the not to exceed increased amount of \$500,000 and a total not to exceed Agreement amount of \$2,500,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Neri Landscape Architects, increasing the not-to-exceed amount by \\$250,000 \(25% increase\) for a total of \\$1,250,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Neri Landscape Architects, increasing the not-to-exceed amount by \$250,000 (25% increase) for a total of \$1,250,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications.

**PREPARED BY:** Roberto Yano

**PHONE:** 619-336-4383

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**APPROVED:** 

**Finance**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with Neri Landscape Architects.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution

**Explanation:**

On June 20, 2017, per City Council Resolution No. 2017-132, the City of National City entered into an Agreement with Neri Landscape Architects, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow Neri Landscape Architects to continue providing CIP support services. This amendment will also increase the not-to exceed amount by \$250,000 (25% increase), for a total of \$1,250,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.



**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND NERI LANDSCAPE ARCHIECTS**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and Neri Landscape Architects, a corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 20, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-132, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications; and

WHEREAS, the Agreement had a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 20, 2017, as follows:

1. Increase the not-to-exceed amount by \$250,000 (25% increase), for a total Agreement amount of \$1,250,000.
2. Extend the term of the Agreement to June 19, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 20, 2017, shall remain in full force and effect.

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

**CITY OF NATIONAL CITY**

**NERI LANDSCAPE ARCHITECTS**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:   
Jim Neri, Principal

By:   
Wendy Neri, CFO

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH NERI LANDSCAPE ARCHITECTS, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$250,000 (25% INCREASE) FOR A TOTAL OF \$1,250,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING, LANDSCAPE ARCHITECTURE, URBAN PLANNING AND DESIGN, CONSTRUCTION SUPPORT, PLAN REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS

WHEREAS, on June 20, 2017, per City Council Resolution No. 2017-132, the City of National City entered into an Agreement with Neri Landscape Architects to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications for a not to exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and Neri Landscape Architects desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow Neri Landscape Architects to continue providing CIP support services for the not to exceed increased amount of \$250,000 and a total not to exceed Agreement amount of \$1,250,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and Neri Landscape Architects to extend the term of the Agreement for one year, ending June 19, 2020, to allow Neri Landscape Architects to continue providing CIP support services for the not to exceed increased amount of \$250,000 and a total not to exceed Agreement amount of \$1,250,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Randall Lamb Associates, Inc., increasing the not-to-exceed amount by \\$250,000 \(25% increase\), for a total of \\$1,250,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; mechanical, electrical and plumbing engineering; air barrier auditing and commissioning; energy solutions; construction support; plan reviews; constructability reviews; community outreach and communications. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Randall Lamb Associates, Inc., increasing the not-to-exceed amount by \$250,000 (25% increase), for a total of \$1,250,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; mechanical, electrical and plumbing engineering; air barrier auditing and commissioning; energy solutions; construction support; plan reviews; constructability reviews; community outreach and communications.

**PREPARED BY:** Roberto Yano

**PHONE:** 619-336-4383

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with Randall Lamb Associates, Inc.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution



**Explanation:**

On June 20, 2017, per City Council Resolution No. 2017-134, the City of National City entered into an Agreement with Randall Lamb Associates, Inc., to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; mechanical, electrical and plumbing engineering; air barrier auditing and commissioning; energy solutions; construction support; plan reviews; constructability reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow Randall Lamb Associates, Inc. to continue providing CIP support services. This amendment will also increase the not-to exceed amount by \$250,000 (25% increase), for a total of \$1,250,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
RANDALL LAMB ASSOCIATES, INC.**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and Randall Lamb Associates, Inc., a corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 20, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-134, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, project management; mechanical, electrical and plumbing engineering; air barrier auditing and commissioning; energy solutions; construction support; plan reviews; constructability reviews; community outreach and communications; and

WHEREAS, the Agreement had a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 20, 2017, as follows:

1. Increase the not-to-exceed amount by \$250,000 (25% increase), for a total Agreement amount of \$1,250,000.
2. Extend the term of the Agreement to June 19, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 20, 2017, shall remain in full force and effect.

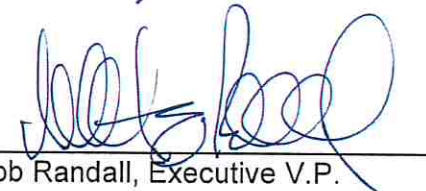
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

**RANDALL LAMB ASSOCIATES, INC.**

By:   
Aaron Parkington, CEO

By:   
Bob Randall, Executive V.P.

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH RANDALL LAMB ASSOCIATES, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$250,000 (25% INCREASE), FOR A TOTAL OF \$1,250,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERING, AIR BARRIER AUDITING AND COMMISSIONING, ENERGY SOLUTIONS, CONSTRUCTION SUPPORT, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS

WHEREAS, on June 20, 2017, per City Council Resolution No. 2017-134, the City of National City entered into an Agreement with Randall Lamb Associates, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; mechanical, electrical and plumbing engineering; air barrier auditing and commissioning; energy solutions; construction support; plan reviews; constructability reviews; community outreach and communications for a not to exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and Randall Lamb Associates, Inc. desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow Randall Lamb Associates, Inc. to continue providing CIP support services for the not to exceed increased amount of \$250,000 and a total not to exceed Agreement amount of \$1,250,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and Randall Lamb Associates, Inc. to extend the term of the Agreement for one year, ending June 19, 2020, to allow Randall Lamb Associates, Inc. to continue providing CIP support services for the not to exceed increased amount of \$250,000 and a total not to exceed Agreement amount of \$1,250,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with SCST, LLC, increasing the not-to-exceed amount by \\$125,000 \(25% increase\) for a total of \\$625,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, geotechnical, soils and materials testing. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with SCST, LLC, increasing the not-to-exceed amount by \$125,000 (25% increase) for a total of \$625,000, extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical, soils and materials testing.

**PREPARED BY:** Roberto Yano

**PHONE:** 619-336-4383

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**APPROVED:**  **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

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

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with SCST, LLC.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution

**Explanation:**

On June 20, 2017, per City Council Resolution No. 2017-135, the City of National City entered into an Agreement with SCST, LLC, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical, soils and materials testing. The original Agreement is for a not-to-exceed amount of \$500,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow SCST, LLC to continue providing CIP support services. This amendment will also increase the not-to exceed amount by \$125,000 (25% increase), for a total of \$625,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND SCST, LLC**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and SCST, LLC, a limited liability company (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 20, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-135, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, geotechnical, soils and materials testing; and

WHEREAS, the Agreement had a not-to-exceed amount of \$500,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 20, 2017, as follows:

1. Increase the not-to-exceed amount by \$125,000 (25% increase), for a total Agreement amount of \$625,000.
2. Extend the term of the Agreement to June 19, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 20, 2017, shall remain in full force and effect.

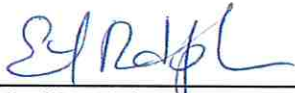
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

**SCST, LLC**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:   
John Kirschbaum  
President/COO

By:   
Emil Rudolph  
V.P. Engineering / Construction

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH SCST, LLC, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$125,000 (25% INCREASE) FOR A TOTAL OF \$625,000, EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL, SOILS AND MATERIALS TESTING

WHEREAS, on June 20, 2017, per City Council Resolution No. 2017-135, the City of National City entered into an Agreement with SCST, LLC, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical, soils and materials testing for a not to exceed amount of \$500,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and SCST, LLC, desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow SCST, LLC, to continue providing CIP support services for the not to exceed increased amount of \$125,000 and a total not to exceed Agreement amount of \$625,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and SCST, LLC, to extend the term of the Agreement for one year, ending June 19, 2020, to allow SCST, LLC, to continue providing CIP support services for the not to exceed increased amount of \$125,000 and a total not to exceed Agreement amount of \$625,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with KTU&A, increasing the not-to-exceed amount by \\$250,000 \(25% increase\) for a total of \\$1,250,000 extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with KTU&A, increasing the not-to-exceed amount by \$250,000 (25% increase) for a total of \$1,250,000 extending the term of the Agreement by one year to June 19, 2020, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications.

**PREPARED BY:** Roberto Yano

**PHONE:** 619-336-4383

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing a First Amendment to the Agreement with KTU&A.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. First Amendment to Agreement
3. Resolution

**Explanation:**

On June 20, 2017, per City Council Resolution No. 2017-133, the City of National City entered into an Agreement with KTU&A, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow KTU&A to continue providing CIP support services. This amendment will also increase the not-to exceed amount by \$250,000 (25% increase), for a total of \$1,250,000. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts and will be encumbered on an as-needed basis.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND KTU&A**

This First Amendment to the Agreement is entered into this 16th day of April, 2019 by and between the City of National City, a municipal corporation ("CITY"), and KTU&A, a corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, on February 2, 2017, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's Capital Improvement Program (CIP); and

WHEREAS, on March 6, 2017, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ; and

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the City Engineer made a determination that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY; and

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on June 20, 2017, (the "Agreement") through the adoption of City Council Resolution No. 2017-133, wherein the CONSULTANT agreed to provide on-call project support services for National City's CIP, including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications; and

WHEREAS, the Agreement had a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, based on the CONSULTANT'S performance and quality of work, and to ensure timely completion of Capital Improvement Projects, the CITY desires to have the CONSULTANT continue providing on-call project support services for National City's CIP, and the CONSULTANT is willing to perform such services.

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**AGREEMENT**

NOW, THEREFORE, the parties agree to amend the Agreement entered into on June 20, 2017, as follows:

1. Increase the not-to-exceed amount by \$250,000 (25% increase), for a total Agreement amount of \$1,250,000.
2. Extend the term of the Agreement to June 19, 2020.
3. The parties further agree that other than the foregoing amendment, each and every term and provision of the Agreement dated June 20, 2017, shall remain in full force and effect.

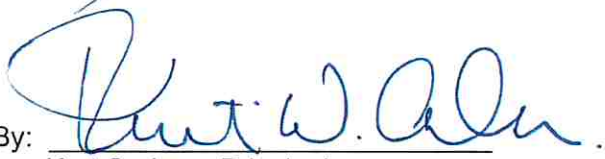
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

**KTU&A**

By: \_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

By:   
Mike Singleton, Principal

By:   
Kurt Carlson, Principal

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
National City Attorney



RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH KTU&A, INCREASING THE NOT-TO-EXCEED AMOUNT BY \$250,000 (25% INCREASE) FOR A TOTAL OF \$1,250,000 EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO JUNE 19, 2020, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERIN, LANDSCAPE ARCHITECTURE, URBAN PLANNING AND DESIGN, CONSTRUCTION SUPPORT, PLAN REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS

WHEREAS, on June 20, 2017, per City Council Resolution No. 2017-133, the City of National City entered into an Agreement with KTU&A, Inc. to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications for a not to exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, the City and KTU&A, Inc. desire to execute the option to extend the term of the Agreement for one year to June 19, 2020, to allow KTU&A, Inc. to continue providing CIP support services for the not to exceed increased amount of \$250,000 and a total not to exceed Agreement amount of \$1,250,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement between the City of National City and KTU&A, Inc. to extend the term of the Agreement for one year, ending June 19, 2020, to allow KTU&A, Inc. to continue providing CIP support services for the not to exceed increased amount of \$250,000 and a total not to exceed Agreement amount of \$1,250,000.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [CalPERS Pension Cost Update. \(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

CalPERS Pension Cost Update

**PREPARED BY:** Yen Kelly, Budget Analyst

**PHONE:** 619-336-4330

**DEPARTMENT:** Finance

**APPROVED BY:** Mark Ralvito

**EXPLANATION:**

Presentation of historical trends, projected costs, and potential strategies to address rising pension costs.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**  
NA

**APPROVED:** Mark Ralvito **FINANCE**  
**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Accept and file the report.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

National City CalPERS Pension Cost Update

APRIL 10,  
2019



# CALPERS PENSION COST UPDATE

**NHA 2018/19 PENSION SUMMARY REPORT**

*"TRANSLATING THE 6/30/2017 PERS ACTUARIAL REPORT"*

**INCLUDING PLAN OVERVIEW, HISTORICAL STATISTICS,  
COST PROJECTIONS AND ALTERNATIVE REPAYMENT  
AND COST MANAGEMENT STRATEGIES**

**NHA | ADVISORS**  
Financial & Policy Strategies.  
Delivered.

## OBJECTIVE

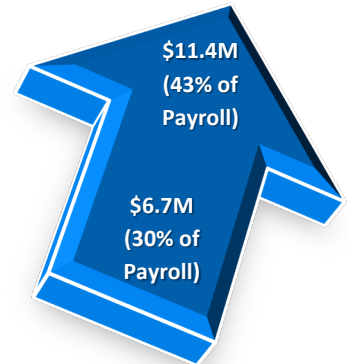
As a financial consultant and municipal advisor to cities and other local government agencies throughout the State of California, NHA Advisors, LLC (“NHA”) works with many agencies to distill and *translate* the complex nature of the CalPERS (“PERS”) annual actuarial reports. NHA’s financial expertise provides a more comprehensive historical trend analysis, simplified education materials (for elected officials, City staff and community stakeholders), and alternative repayment and cost management strategies.

Report Objectives	Page 1
Executive Summary	Page 1
Why Are Pension Costs Increasing So Rapidly?	Page 1
"CalPERS 101" - Glossary of Terms	Page 2
City of National City Plans - Overview	Page 2
2018 Investment Performance & Historical Returns	Page 3
7-Year History of Normal and UAL Costs	Page 4
UAL History and Sensitivity	Page 4
30-Year Cost Projections + Total GF Debt Shape	Page 5
Alternative Repayment/Cost Management Strategies	Page 6

The NHA Pension Summary Report is meant to provide an executive summary of key PERS pension information in order to assist the City with cash flow budgeting, future fiscal sustainability planning, and general education. Pension liabilities should be considered collectively with other long-term general fund obligations. NHA believes taking a comprehensive view of the entire general fund liabilities provides a better picture of future financial commitments.

## EXECUTIVE SUMMARY

Rising pension costs are the most pressing financial issue facing California public agencies. **The City’s annual pension costs have risen from \$6.7 million (30% of payroll) to an estimated \$11.4 million (43% of payroll) from FYE 2014 to FYE 2020.** These costs are approximately 10% of the City’s total (all funds) budget and 16% when only including the General Fund (General Fund allocable PERS costs as a percentage of the General Fund budget). Increasing pension costs reduce the ability for the City to fund operations, capital projects and grow reserves.



Amortization of the City’s Unfunded Accrued Liability (UAL) is the most rapidly growing component of pension costs given that it has **increased 107% (from \$48.4M → \$100.1M)** over the last 6 years. The overall payments for the General Fund portion of pension costs is expected to grow from approximately \$8.6 million to \$15.1 million over the next seven years, level off at approximately \$14.7 million per year from FYE 2026 to FYE 2033, and then decrease gradually through FYE 2048.

Additionally, there are various tools cities can use to address the fiscal challenge created by rising pension costs to provide greater financial and retirement security (see Alternative Repayment and Cost Management Strategies on Pages 6 through 8). NHA encourages PERS members to approach all impacted stakeholders in a collaborative manner to ensure long-term sustainability of the system. We hope that this document can help educate all stakeholders in an effective and transparent way.

## WHY ARE PENSION COSTS INCREASING SO RAPIDLY?

Several factors are resulting in increased employer and in some case employee contributions:

- **The “Great Recession”:** A primary reason for pension cost increases was the economic downturn in 2008 when PERS suffered negative returns with a gross impact of a 34.75% loss to the fund. More detail can be found on Page 3 related to historical investment performance.



- Lowering of Discount Rate:** When PERS lowers its investment return target, also known as the “discount rate,” member agencies must increase contributions to make up the difference. PERS dropped the discount rate from 8.25% to 7.75% in 2003, down to 7.50% in 2014 and then to 7.00% in 2016. This last adjustment will be phased in over three years with member rates rising rapidly each year.
- Enhanced Pension Benefits:** These benefit enhancements authorized by state law in 2000 for public safety employees and 2001 for all other public employees also included a retroactivity credit for years of service.
- Mortality Rates:** People are living and drawing pensions longer, leading PERS to adjust assumptions for longer lifespans.
- Lower Active vs. Retired Ratios:** Across California, there are fewer active employees for each retiree. In 2001, there were two active workers for each retiree. By 2016, that dropped to 1.3 and PERS projects that in 10–20 years there will be just 0.6 active workers per retiree. Fewer people paying into the system means higher contribution rates from local agencies and their employees. Page 3 depicts active/retired ratios for the City.



### “CALPERS 101” – GLOSSARY OF TERMS

- Normal Cost (NC):** Annual cost for current employees
- Unfunded Accrued Liability (UAL):** Actuarial Liability *minus* Actuarial Value of Assets
  - “How much we currently have vs. how much we should have”
  - UAL is amortized over 20 to 30 years
- Funded Ratio:** Percentage of assets available today to pay the pension benefits promised to employees.
- Defined Benefit Plan (DBP):** A type of pension plan in which an employer/sponsor promises a specified monthly benefit upon retirement that is predetermined by a formula based on the employee’s earnings history, tenure of service and age. The City’s PERS plans are DBPs.
- Actuarial Report:** An actuarial valuation is a type of appraisal that makes economic and demographic assumptions to estimate future liabilities. The assumptions are typically based on a mix of statistical studies and experienced judgment.
- Discount Rate:** Also known as the expected rate of return or the assumed rate of return. It is the estimated long-term average return expected to be earned on investments.
- PEPRA - Public Employees’ Pension Reform Act of 2013:** A pension reform bill that went into effect January 1, 2013. The bill impacts new public employees and establishes a limit on the amount of compensation that can be used to calculate a retirement benefit.

### CITY OF NATIONAL CITY PENSION PLANS - OVERVIEW

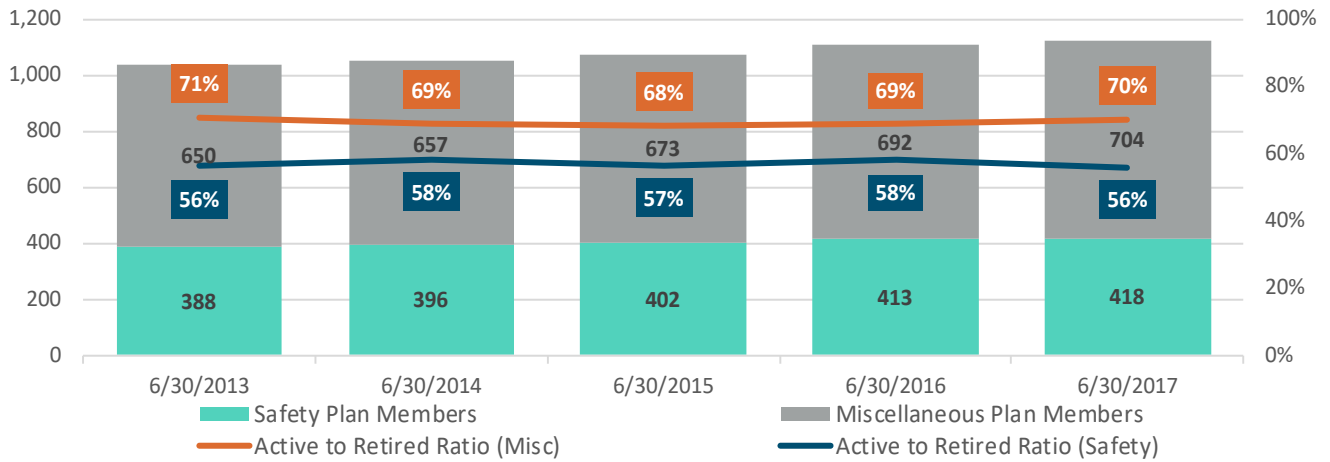
The City currently has two active plans with CalPERS. The Miscellaneous Plan covers all non-safety employees and the Safety Plan all safety employees. As shown in the table below, there are 196 active employees in various tiers within the Miscellaneous Plan and 125 active employees in various tiers within the Safety Plan. About 30% of the active Miscellaneous Plan employees and 21% of active Safety Plan employees are subject to the new PEPRA limitations, while the remaining active employees are covered under the classic (pre-PEPRA) plans. The breakdown of active employees by benefit group and benefit formula is shown below.

Active Miscellaneous Plans			Active Safety Plans					
Miscellaneous Benefit Groups	# of Actives	Formula	Police Benefit Groups	# of Actives	Formula	Fire Benefit Groups	# of Actives	Formula
Miscellaneous Tier 1	122	3.0% @ 60	Safety Police Tier 1	62	3.0% @ 50	Safety Fire Tier 1	26	3.0% @ 50
Miscellaneous Tier 2	16	2.0% @ 60	Safety Police Tier 2	8	3.0% @ 55	Safety Fire Tier 2	3	3.0% @ 55
PEPRA Miscellaneous	58	2.0% @ 62	PEPRA Safety Police	14	2.7% @ 57	PEPRA Safety Fire	12	2.7% @ 57

Source: 2018 CalPERS Actuarial Report (Pages C-1 and D-1)

The total number of employees (active, transferred, separated, and retired) covered under the City’s plans has grown 8%, from 1,038 to 1,122, over the last five years. About 63% of covered employees are covered by the Miscellaneous Plans, with the remaining 37% covered by the Safety Plans. In spite of the increasing level of overall members, the ratio of active vs. retired employees has remained relatively constant below 100%, meaning that there are fewer people paying into the plans than those receiving benefits. The ratio has stayed around 70% for the Miscellaneous Plan and stayed around 56% for the Safety Plan as shown in the chart below.

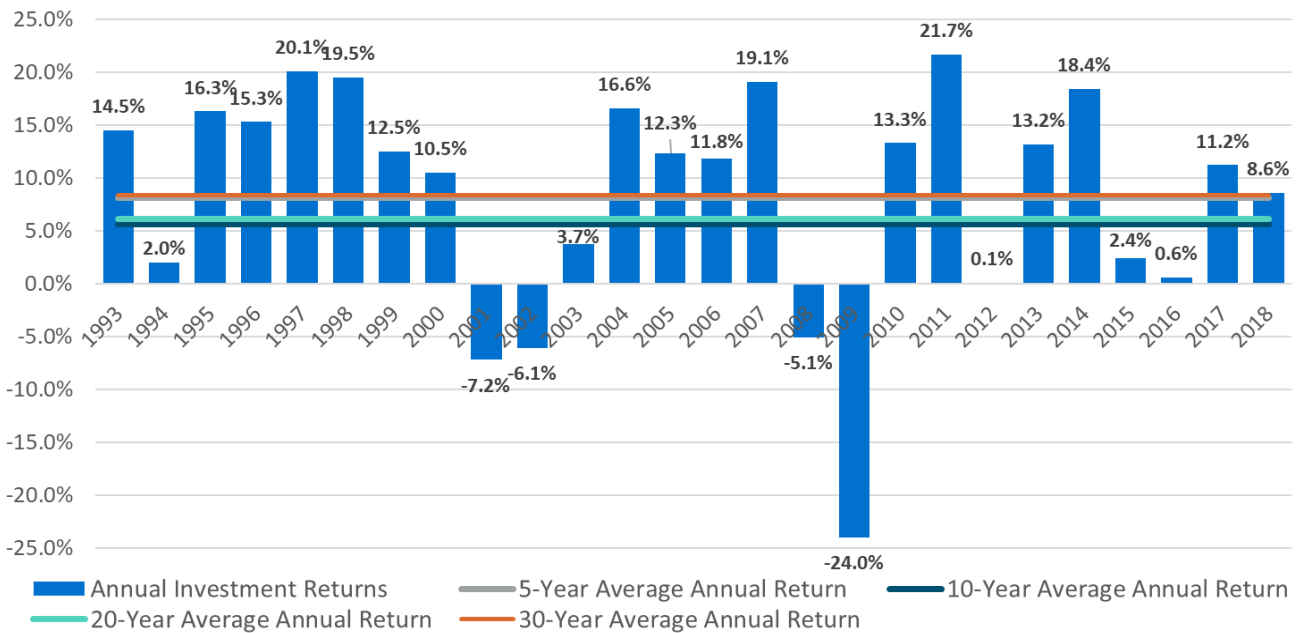
### Member Statistics and Active to Retired Ratio



Source: CalPERS Actuarial Reports; Participant Data Section

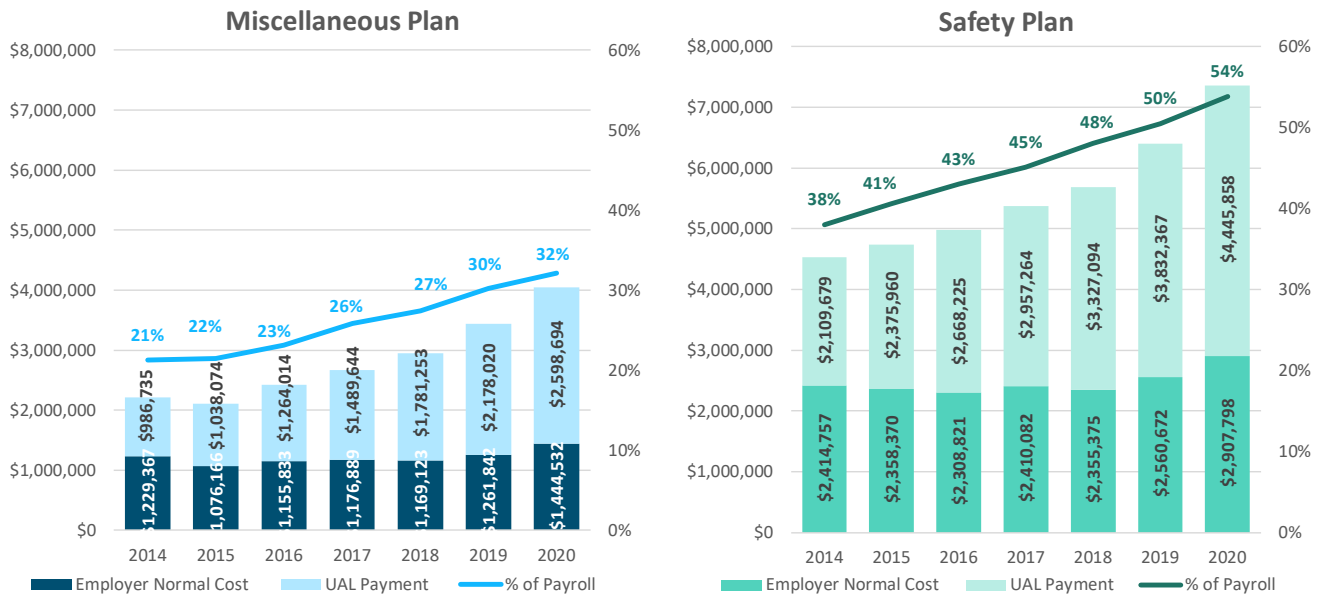
### 2018 INVESTMENT PERFORMANCE AND HISTORICAL RETURNS

This was the second consecutive year in which PERS outperformed its target rate, earning 8.6% in FYE 2018 following a strong 11.2% return in FYE 2017. This is a positive trend coming off two down years that returned 0.6% (FYE 2016) and 2.4% (FYE 2015). The 5-year average return is currently 8.8%, 4.4% for the 10-year average return, 6.6% for the 20-year average return, and 8.4% for the 30-year average return. Moving forward, annual investment performance will continue to be a key driver to future increases and decreases in the UAL. These changes will be incorporated annually, with increases from lower than expected investment returns (or conversely, decreases if there are strong investment returns) amortized over a 20-year period.



## 7-YEAR HISTORY OF NORMAL AND UAL COSTS AND % OF PAYROLL

The two charts below provided a breakdown of Normal and UAL costs for both of the City’s plans over the last seven (7) years, as well as the percentage of total payroll that those payments represent. Note that the Normal Cost component only includes the Employer share and does not include the Employee share, or any portion of the Employee share being picked up by the City. As shown, Miscellaneous Plan payments will have grown from \$2.2 million (21% of payroll) in FYE 2014 to \$4.0 million (32% of payroll) by FYE 2020. Similarly, Safety Plan payments will have grown from \$4.5M (38% of payroll) in FYE 2014 to \$7.4M (54% of payroll) by FYE 2020.



## UAL HISTORY AND SENSITIVITY

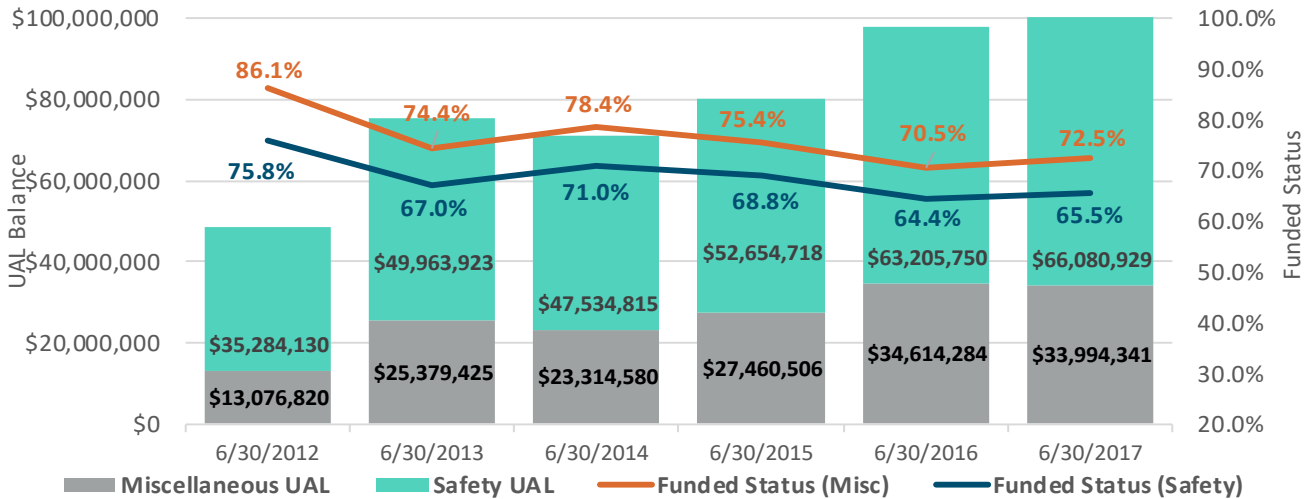
The chart at the top of the next page depicts the City’s UAL and Funded Status for each plan annually from June 30, 2012 valuation date through June 30, 2017 valuation date. Overall, the City’s UAL has increased by 33% during that time, increasing by \$51.7M (from \$48.4M to \$100.1M). Funded ratios for the plans have decreased from 86.1% to 72.5% for the Miscellaneous Plan and from 75.8% to 65.5% for the Safety Plan. The key factors impacting the UAL fluctuations over this period include:

- **2013 → 2014:** Discount Rate lowered from 7.75% to 7.50%; PERS changed mortality assumptions (people living longer) and moved from an actuarial valuation of assets (“AVA”) to a market valuation of assets (“MVA”) which significantly increased the UAL
- **2014 → 2015:** Strong returns of 13.2% (2013) and 18.4% (2014) factor into a reduced UAL
- **2015 → 2016 → 2017:** Below average returns of 2.4% and 0.6%, combined with discount rate reduction from 7.50% to 7.00% (phased in over 3 years) factor into an increased UAL
- **2017 → 2018:** Above average returns of 11.2% factor into a reduced UAL

Based on the 8.6% returns for FYE 2018, we expect the City’s UAL to decrease slightly. However, it will likely be off-set by the final year of the phased discount reduction from 7.25% to 7.00%, which will drive the UAL higher.

**Sensitivity Analysis:** Based on the PERS report, if the discount rate is lowered to 6.0% (or long-term investment returns equal 6.0%), the City’s UAL would increase an additional 53%, or \$53.5 million.

### UAL History and Funded Status

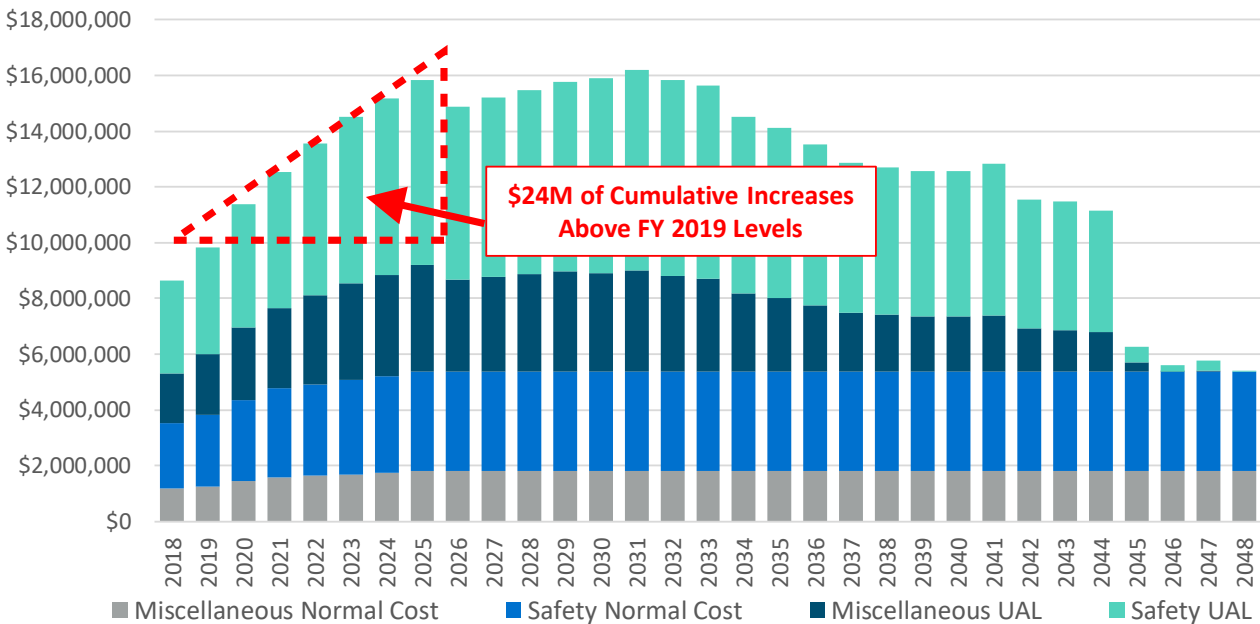


Source: CalPERS Actuarial Reports; 6/30/2012 UAL based on AVA; MVA thereafter

### 30-YEAR COST PROJECTIONS

The chart below depicts cost projections for the next 30-years and is primarily based on the UAL and Normal Cost figures shown in the 2018/19 PERS actuarial report. For the Normal Cost, we have matched the growth that is presented in the PERS report through FYE 2025 (3% payroll growth), but have assumed no growth thereafter given that these costs will be dependent on future employee turnover, which is difficult to predict (costs for classic employees will increase with payroll increases, but off-set by lower costs for new PEPRAs employees). **As shown below, annual costs are rapidly increasing from \$9.8M in FYE 2019 to \$15.8M by FYE 2025. The red box below highlights that there are \$24.0M of cumulative, increased PERS required payments above 2019 levels through FYE 2025.**

### 30-Year Projected PERS Costs - UAL & Normal Cost

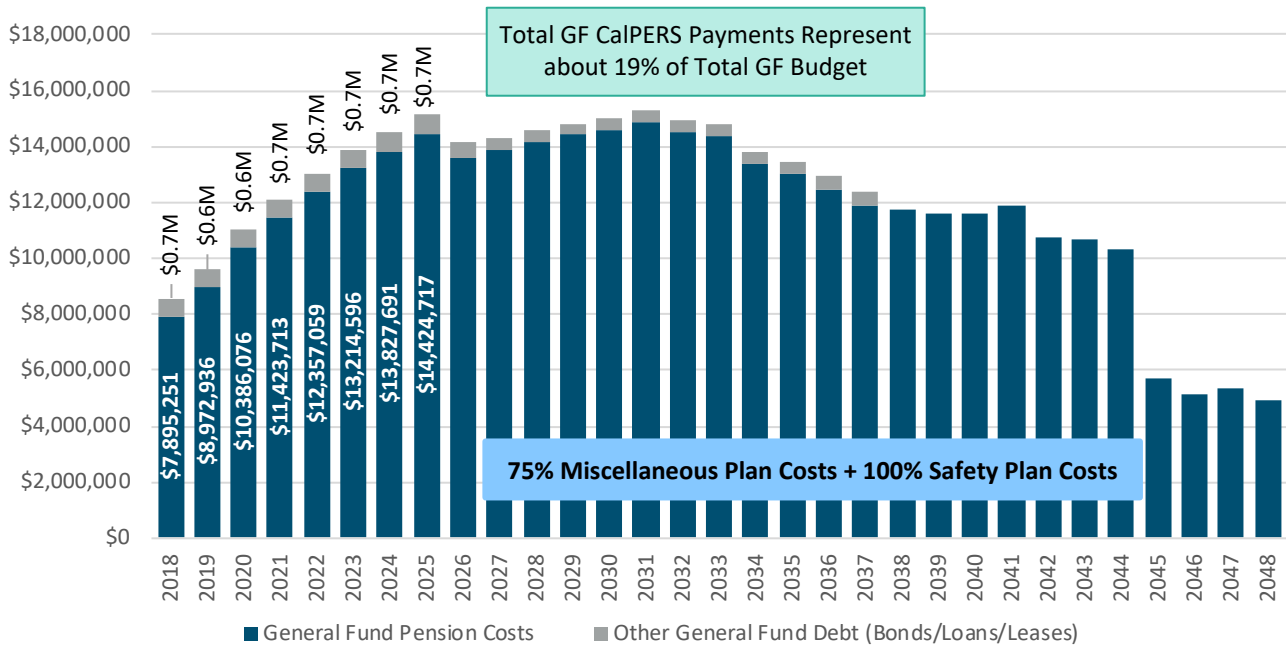


Source: 2018 CalPERS Actuarial Reports; UAL through 2025 from page 5, UAL from 2026 through 2048 from page 18; Normal Cost Assumes 3% growth for next five years and 0% thereafter

**Why Is My Payment Schedule Increasing So Rapidly?** – The City’s UAL is comprised of several components (called “bases”), each of which has a different time period for repayment. This schedule is shown on Page 16 of the 2018/19 PERS actuarial reports. When viewed in totality, a large portion of the bases and applicable UAL are being amortized over the next 6-20 years. Additionally, most of the recent increases are being amortized on a “step-up” schedule, meaning that the increases are phased in over the first five (5) years before plateauing at the full 100% required payment. This exacerbates the “increasing” repayment shape in the near term. Given that some of the City’s largest amortization bases are paid off over the next 6-20 years, the City will see a decrease in required payments beginning in FYE 2033 (this of course assumes no major changes to the UAL moving forward).

**What Costs are Attributable to Only the General Fund and How Much of the Total Budget is That?** – The chart below estimates projected PERS costs that are attributable to the City’s General Fund. **Based on a 25% allocation of Miscellaneous Plan costs to the City’s utility and other funds, only the remaining 75% of this Plan’s costs are included in the chart below.** Combined with the City’s outstanding debt (2017 Lease Revenue Bonds, 2017 Clean and Renewable Energy Bonds, 2017 RCS Note, and 2010 Honeywell Lease) rising PERS costs are projected to put pressure on the City’s budget, with PERS costs representing approximately 19% of the City’s annual budget for the next 5 years.

### General Fund Debt Service and Pension Costs








Source: 2018 CalPERS Actuarial Reports and City CAFR

## ALTERNATIVE REPAYMENT AND COST MANAGEMENT STRATEGIES

While there is no “magic bullet” to solve the issue of rising pension costs, there are several strategies that municipalities have undertaken to better manage these costs and/or create alternative repayment schedules. The information presented on the next page provides a quick summary of each. Aside from these five (5) pension specific strategies outlined, the City can also evaluate other internal cost cutting measures and/or negotiating with employees to increased pension cost sharing. NHA can provide a more precise analysis if the City is interested in learning more about any of the five strategies shown below and the cost/benefits of each.



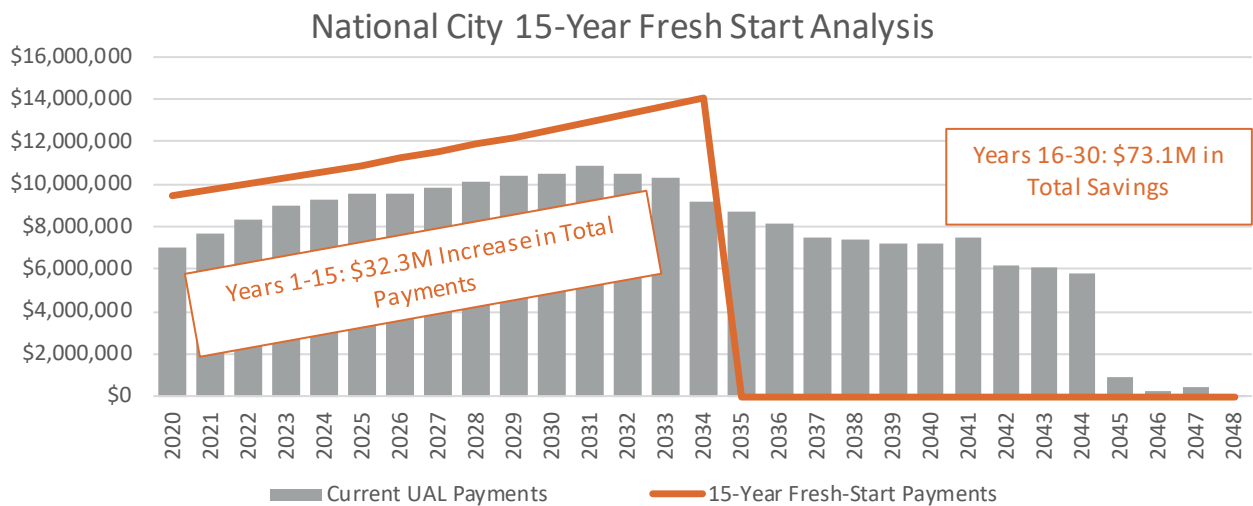
 <b>Pre-Pay UAL at Start of Year</b> • 3.5% discount	 <b>Exit CalPERS</b> • Cost prohibitive	 <b>Request “Fresh-Start” Amortization</b> • New linear payment shape	 <b>Use Cash Reserves to Pay Extra</b> 1. Direct Pay-Down of UAL with PERS 2. Section 115 Trust	 <b>BOND</b> <b>Borrow Money to Pay Down Portion of UAL</b> 1. Internal Loan 2. POB Issuance
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- 1. Pre-Pay UAL at Beginning of Fiscal Year:** Instead of making monthly payments, the City can prepay its annual UAL payment in July and receive a 3.5% discount (half the discount rate) on the required amount. **The City currently employs this annual strategy.**

FYE 2020 Estimated Savings: Based on a total required UAL contribution of \$7.0M for FYE 2020, **the City of National City would save \$246,000 by executing a pre-payment strategy by July 31<sup>st</sup> of 2019.**

- 2. Exit CalPERS:** Many cities have expressed interest in leaving PERS. Unfortunately, this option is extremely cost prohibitive given that PERS uses a “risk-free” rate of return to calculate this payment (see Hypothetical Termination Liability section in PERS report). Hypothetical rates of return of 3.00% and 1.75% were used in the most recent actuarial report, translating to an **estimated termination payment somewhere between \$545 million and \$614 million, respectively.**

- 3. Fresh-Start:** The City can use the fresh start option that PERS provides to shorten the amortization period and create a more linear payment structure. The UAL remains the same and is amortized at the same discount rate, so there is no present value savings to the modified structure. A shorter fresh-start time horizon will increase payments in the near term even further, but will reduce the overall cumulative payments since there would be less interest being paid over time. Assuming a 15-year fresh-start for the Miscellaneous Plans and 15-year for the Safety Plans (see page 18 of the PERS reports), the annual cash flow savings over the first 15 years is negative (≈23% increase in payments), with no payments beyond year 15, which is where the cash flow savings are realized. While the City’s annual payments would be higher initially, the net impact is about \$41 million in reduced payments over the next 30 years.

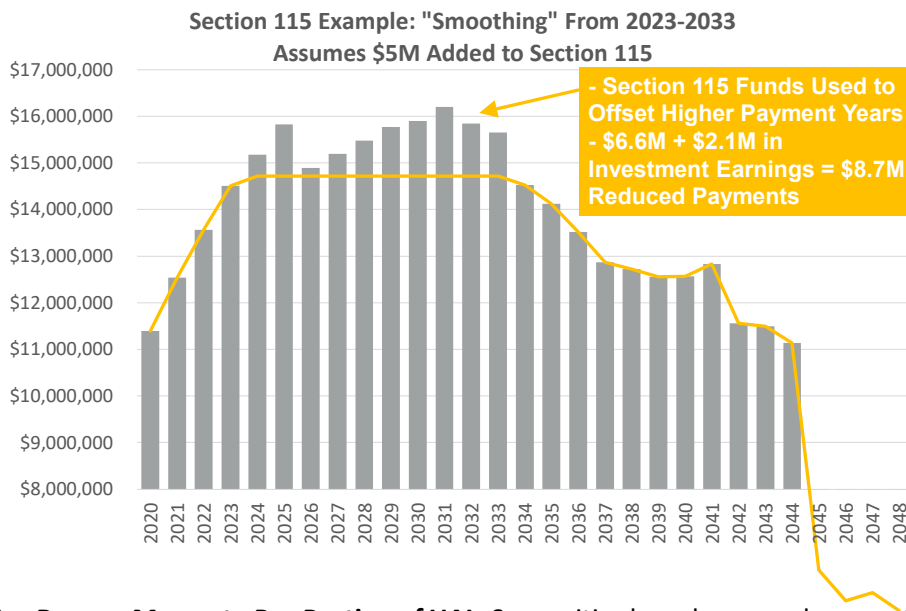


- 4. Use Cash to Increase Contributions:** The City can use cash reserves to make additional contributions in one of two ways. It can directly pay off a portion of the amortization bases with PERS or it can set up a separate Section 115 trust that is managed by a separate entity, such as Public Agency Retirement Services (PARS).

For a direct pay down, the City can choose any amortization base within either of its plans and will get credit at the discount rate of 7.0%, thereby eliminating the future payments associated with that amortization base that is paid off. It is important to note that the longer (maturity) the amortization base is, the more cumulative cash flow savings there is, but less on an annual basis. Conversely, a shorter amortization base paid off translates into more annual savings, but less on a cumulative basis. **As an example, the table to the right depicts the future payment reductions from a \$5,000,000 pay-down, both for a 10-year base and a 20-year base.**

Fiscal Year	Reduced Payments from \$5.0 Million Pay Down	
	20-Year Amortization Base	10 Year Amortization Base
2020	373,561	619,629
2021	383,367	635,895
2022	393,430	652,587
2023	403,758	669,717
2024	414,357	687,297
2025	425,234	705,339
2026	436,396	723,854
2027	447,851	742,855
2028	459,607	762,355
2029	471,672	782,367
2030	484,053	-
2031	496,760	-
2032	509,800	-
2033	523,182	-
2034	536,916	-
2035	551,010	-
2036	565,474	-
2037	580,317	-
2038	595,551	-
2039	611,184	-
<b>Reduced Payments</b>	<b>9,663,479</b>	<b>6,981,895</b>
<b>Initial Deposit</b>	<b>(5,000,000)</b>	<b>(5,000,000)</b>
<b>Net Savings</b>	<b>4,663,479</b>	<b>1,981,895</b>

A Section 115 Trust is a separate account managed by a third party, not PERS, but can only be used to fund pension-related costs. The key benefit of this trust is flexibility, meaning that the City can elect when and how it would like to utilize the funds. The funds can be invested in a variety of ways, with varying investment objectives available based on the City’s desired risk tolerance. **Over the past two fiscal years, the City has prudently transferred \$1.65 million of surplus monies to a Section 115 Trust managed by PARS.** As an example, the City could contribute an additional \$5 million this fiscal year to bring the balance up to \$6.65 million. These funds could be left in the account to grow over time, could be used to make additional contributions directly to PERS, or used to help make the



Assumes a 7.00% Discount Rate and 2.625% Annual Payroll Growth

City’s required annual PERS payments during challenging budgetary years. The chart to the left depicts an example where the City draws down the Section 115 trust between FY 2023 and FY 2033 in order to “smooth” out its annual payments and offset spiking payment years.

- Borrow Money to Pay Portion of UAL:** Some cities have borrowed money (either internally from other funds, or publicly from investors through a Pension Obligation Bond issuance) to pay down a portion of their UAL and replace those PERS payments with new payments at a lower interest rate. It is important to note that any prepayment of UAL is not without risks, most notably, reinvestment/market timing risk in this instance. The rule of thumb is that a borrowing will produce positive present value (“PV”) savings if the investment earnings earned by PERS is greater than the rate paid on the new borrowing. The ability to restructure (“smooth-out”) the overall payment shape to enhance budget predictability is, in our view, a more important consideration than trying to create PV savings through arbitrage. Recently, there have been cities in California who have executed both of these strategies in order to restructure their payments and reduce and/or eliminate their UAL.

## **OTHER RESOURCES**

- League of California Cities: <https://www.cacities.org/>
  - Pension: <https://www.cacities.org/Policy-Advocacy/Hot-Issues/Retirement-System-Sustainability>
- Government Finance Officers Association: <http://www.gfoa.org/>
  - Pension: <http://www.gfoa.org/pension-resource-center>
- CalPERS: <https://www.calpers.ca.gov/>
  - List of Actuaries: <https://www.calpers.ca.gov/docs/opeb-actuaries.pdf>

The following page(s) contain the backup material for Agenda Item: [No vacancy in the Office of the City Clerk due to retirement delay. \(City Attorney\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** No vacancy in the Office of City Clerk due to retirement delay.

**PREPARED BY:** Angil P. Morris-Jones, City Attorney

**DEPARTMENT:** City Attorney

**PHONE:** Ext. 4222

**APPROVED BY:** 

**EXPLANATION:**

Please see attached staff report.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Staff Report





## OFFICE OF NATIONAL CITY ATTORNEY

### MEMORANDUM

DATE: April 16, 2019

TO: Mayor and City Councilmembers

FROM: Angil P. Morris-Jones, City Attorney

SUBJECT: Retirement Delay Results in No Vacancy in the Office of City Clerk

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At the April 2<sup>nd</sup> City Council Meeting, City Clerk Michael Dalla announced his intention to retire after 44 years of service with the City. The Mayor requested that the City Attorney prepare a report for the April 16<sup>th</sup> City Council Meeting regarding the steps required to fill the resulting vacancy in the elective office of City Clerk.

The City Clerk has since advised that; based on concerns that have come to light since he announced his intention to retire, his desire to pursue City Council approval of an Ordinance limiting local campaign contributions as well as his desire to complete his term of office, he has decided to forgo retirement at this time.

The City Clerk's decision to remain in his elected office until the expiration of his term, makes the Mayor's question regarding the legal requirements to fill a vacancy in the Office of the National City Clerk no longer ripe for City Council discussion.

The following page(s) contain the backup material for Agenda Item: [Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the full repayment of an unsecured loan with a current balance of \\$4,941,000 made by the City of National City to fund the acquisition of land for the Paradise Creek Affordable Housing Project and to be paid from the proceeds of the sale of the improvements at Kimball and Morgan Towers. \(Housing & Economic Development\)](#)  
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA  
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** April 16, 2019

**AGENDA ITEM NO.** 32

**ITEM TITLE:**

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the full repayment of an unsecured loan with a current balance of \$4,941,000 made by the City of National City to fund the acquisition of land for the Paradise Creek Affordable Housing Project and to be paid from the proceeds of the sale of the improvements at Kimball and Morgan Towers.

**PREPARED BY:**

Carlos Aguirre, Housing and Economic Dev. Mgr.

**PHONE:** 619-336-4391


**DEPARTMENT:** Housing & Economic  
Development

**EXPLANATION:**

**APPROVED BY:** 

The City of National City made a loan on April 30, 2013 to the Community Development Commission of the City of National City ("CDC-HA") for \$4,941,000 as seller carry-back financing for the acquisition of land by the CDC-HA from the City for use in the development of 201 affordable rental housing units at Paradise Creek at 22<sup>nd</sup> and Hoover Avenue (see attached Promissory Note ["Note"]). The CDC-HA retained ownership of the land and entered into a 99-year lease for both Phases of the affordable housing project. On March 29, 2019, the CDC-HA received \$27,835,846.60 in unencumbered revenue from the sale of the improvements at Kimball and Morgan Towers and can use part of these proceeds to repay the outstanding Note to the City of National City. The City's Note bears no interest and can be repaid without penalty.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ACCOUNT NO.** 001-0281 Advances to Other Funds

The loan repayment will become part of the City's General Fund unassigned fund balance.

**ENVIRONMENTAL REVIEW:**

The loan repayment is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Staff Report
2. Promissory Note
3. Resolution

**PROMISSORY NOTE**  
**(Westside TOD Affordable Site)**  
**("Note")**

National City, California

August 30, 2013

1. Principal; No Interest. For value received and in consideration of the Purchase and Sale Agreement (Westside TOD Affordable Site) dated as of August 20, 2013 ("Agreement"), by and between the City of National City ("Seller") and Community Development Commission-Housing Authority of the City of National City ("Maker"), Maker promises to pay to Seller, or order, at 1243 National City Boulevard, National City, California 91950-4397, or such other place as the holder may from time to time designate by written notice to Maker, the principal sum of Four Million Nine Hundred Forty-One Thousand and No/100 Dollars (\$4,941,000.00). This Note shall not bear interest. The principal amount of this Note represents the remaining balance of the purchase price for Maker's purchase of Parcel 1 (as defined in the Agreement) from Seller and the full purchase price for Maker's purchase of Parcel 2 (as defined in the Agreement) from Seller, pursuant to the Agreement. All capitalized terms which are not defined herein shall have the meaning ascribed to them in the Agreement.

2. Term of Loan, Due Date and Right of Prepayment. Payments shall be due and payable as follows:

(a) The Maker intends to ground lease Parcel 1 and Parcel 2, as such terms are defined in the Agreement, and make one or more residual receipts loans to the developers of Parcel 1 and Parcel 2, for the development of a 201 unit affordable housing project pursuant to that certain Disposition and Development Agreement ("DDA") entered into June 21, 2011 by and between Paradise Creek Housing Partners, L.P. and the Community Development Commission of the City of National City in its capacity as the Redevelopment Agency of the City of National City. Those ground leases may or may not require annual ground rent payments to be made to the Maker. Those residual receipts loans will require the developers of Parcel 1 and Parcel 2 to make annual payments to the Maker based on the residual receipts generated by the operations on Parcel 1 and Parcel 2, if any. The Maker shall pay to the Seller an amount equal to the amount received from the developers of Parcel 1 and Parcel 2 (whether from ground rent or residual receipts payments) within ten (10) business days of Maker's receipt of the same. The Maker shall have no obligation to make any payments to Seller hereunder, unless and until the Maker receives funds from the developers of Parcel 1 and Parcel 2, except that as set forth in Section 2(b), below.

(b) Notwithstanding the provisions of Section 2(a), above, if all amounts otherwise payable hereunder are not paid in full within sixty-five (65) years from the date first set forth above, all principal shall be due and payable.

(c) This Note shall be payable in full upon acceleration of this Note pursuant to the provisions of Paragraph 4 of this Note.

(d) This Note shall be payable in full upon the conveyance of all or any part of the fee interest in Parcel 1 or Parcel 2.

(e) This Note may be prepaid in whole or in part at any time and, from time to time, without notice or penalty. Any prepayment shall be allocated first to unpaid interest, if any, and then to principal.

3. Unsecured Note. This Note shall be unsecured.

4. Acceleration Upon Default. Notwithstanding Section 2, above, or anything contained herein to the contrary, in the event of: (i) any default in the performance of any of the terms, covenants and conditions contained in this Note or the Agreement, in each case after the expiration of applicable cure periods, or (ii) in the event of the filing of a bankruptcy proceeding by or against Maker which is not dismissed within ninety (90) days thereafter, then all sums owing by Maker to the Seller shall at the option of the Seller immediately become due and payable. These remedies shall be in addition to any and all other rights and remedies available to the Seller, either at law or in equity.

5. Costs Paid by Maker. Maker agrees to pay the following costs and expenses incurred by the holder of this Note, or adjudged by a court: (a) reasonable costs, expenses and attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; and (b) costs of suit and such sum as the court may adjudge as reasonable attorneys' fees in any action to enforce payment of this Note or any part of it.

6. Payment and Interest Calculation. Payments shall be applied to interest first, if any, and then to any unpaid principal balance.

7. Recourse Note. In any action brought to enforce the obligations of Maker under this Note, the judgment or decree shall be enforceable against Maker.

8. Late Charge. If any installment due hereunder is not paid within fifteen (15) days from the date due, Maker promises to pay a "late charge" of \$100.00 to defray the expense incident to handling any such delinquent payment or payments.

9. Severability. If any provision of this Note is determined to be void by court of competent jurisdiction, such determination shall not affect any other provisions of this Note, and such other provisions shall remain in full force and effect.

10. Non-Waiver. No delay in demanding or failure to demand performance hereunder shall constitute a waiver by the holder of its right to subsequently demand such performance or to exercise any remedies for any default hereunder. Further, in order to be effective, any waiver of any of the Seller's rights and remedies hereunder must be in a writing signed by the Seller. Further waiver by the Seller of any right hereunder shall not constitute a waiver of any other right, including but not limited to the right to exercise any and all remedies for a different or subsequent event of default.

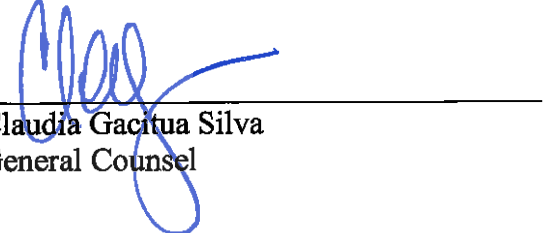


**Maker:**

Community Development Commission-Housing Authority of the City of National City

By:   
Ron Morrison, Chairman

Approved as to Form:

By:   
Claudia Gacitua Silva  
General Counsel

RESOLUTION NO. 2019 –

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING  
AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING THE FULL REPAYMENT TO  
THE CITY OF AN UNSECURED LOAN WITH A CURRENT BALANCE OF \$4,941,000 MADE  
BY THE CITY OF NATIONAL CITY TO FUND THE ACQUISITION OF LAND FOR THE  
PARADISE CREEK AFFORDABLE HOUSING PROJECT AND TO BE PAID FROM THE  
PROCEEDS OF THE SALE OF THE IMPROVEMENTS AT KIMBALL AND MORGAN  
TOWERS

WHEREAS, the City of National City made a loan on April 30, 2013 to the Community Development Commission of the City of National City (“CDC-HA”) for \$4,941,000 as seller carry-back financing for the acquisition of land by the CDC-HA from the City for use in the development of 201 affordable rental housing units at Paradise Creek at 22<sup>nd</sup> and Hoover Avenue; and

WHEREAS, the CDC-HA retained ownership of the land and entered into a 99-year lease for both Phases of the affordable housing project at Paradise Creek; and

WHEREAS, on March 29, 2019, the CDC-HA received \$27,835,846.60 in unencumbered revenue from the sale of the improvements at Kimball and Morgan Towers and can use part of said revenue proceeds to repay the outstanding loan to the City of National City.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Commission-Housing Authority of the City of National City authorizes the the full repayment to the City of an unsecured loan with a current balance of \$4,941,000 made by the City of National City to fund the acquisition of land for the Paradise Creek Affordable Housing Project and to be paid from the proceeds of the sale of the improvements at Kimball and Morgan Towers. The loan repayment will become part of the City’s General Fund unassigned fund balance.

PASSED and ADOPTED this 16th day of April, 2019.

\_\_\_\_\_  
Alejandra Sotelo-Solis, Chairwoman

ATTEST:

\_\_\_\_\_  
Stephen Manganiello, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
General Counsel