

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, NOVEMBER 19, 2019 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

RON MORRISON
Vice Mayor

JERRY CANO
Councilmember

GONZALO QUINTERO
Councilmember

MONA RIOS
Councilmember

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

*Meeting agendas and
minutes available on web*

WWW.NATIONALCITYCA.GOV

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

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

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

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

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

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

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

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

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

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

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

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. [2020 Storm Water Calendar Presentation - Kathy Masters, Sr. Office Assistant. \(Engineering/Public Works\)](#)
2. [San Diego County Regional Airport Authority - Airport Development Plan Update. \(Mark West, Board Member, SDCRAA and Brendan Reed, Director, Planning and Environmental Affairs, SDCRAA\)](#)
3. [Kimball and Morgan Towers-Property Management Update. \(Suzanna Velazquez, Regional Vice President, Mercy Housing Management Group\)](#)
4. [Recap on Family Tennis Day held on Saturday, October 12, 2019 at El Toyon Park Tennis Courts. \(Community Services\)](#)
5. [Update on Small Cells. \(City Attorney\)](#)

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

6. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

7. [Approval of the Minutes of the Special Meetings of the City Council of the City of National City of October 1, 2019 and October 15, 2019. \(City Clerk\)](#)
8. [Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into an Agreement with Vigilant Solutions, LLC. to access Law Enforcement License Plate Data stored on their systems. This agreement allows the Police Department access to the Law Enforcement LPR data base and it contains an indemnification agreement that requires City Council approval. \(Police\)](#)
9. [Resolution of the City Council of the City of National City authorizing the Mayor to execute the Third Amendment to the HOME Community Housing Development Organization \(CHDO\) Funding Agreement dated June 30, 2017 between the City of National City and San Diego Habitat for Humanity Community Housing Corporation, Inc. to underground the utilities on a new development project located at 405-418 West 18th St.; to appropriate \\$101,310.45 of previously awarded 2019-2020 HOME Program funds; propose to allocate an additional \\$88,600.00 in 2020-2021 HOME Program funds; and extend the term of the Agreement to June 30, 2023. \(Housing Authority\)](#)
10. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Memorandum of Understanding \(MOU\) between the San Diego Unified Port District \(Port\) and the City of National City for funding for design and entitlements for the Bayshore Bikeway Segment Five. \(Engineering/Public Works\)](#)
11. [Resolution of the City Council of the City of National City: 1\) awarding a contract to Baker Electric, Inc. in the amount of \\$336,104.36 for the Las Palmas Pool Electrical System Replacement, CIP No. 19-46; 2\) authorizing a 15% contingency in the amount of \\$50,415.65 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)
12. [Resolution of the City Council of the City of National City granting a Quitclaim Deed for an easement across the parcel of land located at 405 W. 18th Street \(A.P.N. 559 085 08 00\) to San Diego Habitat for Humanity. \(Engineering/Public Works\)](#)
13. [Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign an Encroachment and Removal Agreement with Karim Mansour to install 3 canopies to overhang the public right of way at 322 through 330 Highland Avenue. \(Engineering/Public Works\)](#)
14. [Resolution of the City Council of the City of National City approving changes in compensation and other benefits for the Confidential](#)

Employee Group for the remainder of the fiscal year 2019-20 (through June 30, 2020) . (Human Resources)

15. Resolution of the City Council of the City of National City authorizing the acceptance of the National City Police Department's grant application in the amount of \$20,847 to the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to purchase Motorola Handheld Police Radios, Motorola handheld radios batteries, and set aside 3% of the awarded grant for NIBRS compliance as dictated within the grant, and authorizing the acceptance of the grant award, and authorizing the establishment of an appropriation and corresponding revenue budget. (Police)
16. Resolution of the City Council of the City of National City authorizing the Mayor to Execute a First Amendment to the Telecom Law Firm Retainer Agreement increasing the not-to-exceed amount by \$50,000, for a total not-to-exceed amount of \$75,000, making the Retainer Agreement consistent with the February 19, 2019 appropriation of \$50,000 for Professional Small Cell-Related Services. (City Attorney)
17. Warrant Register #14 for the period of 9/25/19 through 10/01/19 in the amount of \$1,367,847.83. (Finance)
18. Warrant Register #15 for the period of 10/2/19 through 10/8/19 in the amount of \$2,256,127.48. (Finance)
19. Warrant Register #16 for the period of 10/9/19 through 10/15/19 in the amount of \$550,379.09. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

20. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Chapter 13.18 of the National City Municipal Code regarding tree preservation of the city-owned trees and parkway landscaping as the City's Urban Forest Management Plan. (Engineering/Public Works)
21. Public Hearing and Adoption of a Resolution of the City Council of the City of National City establishing Residential Permit Parking District "M" on both sides of Sheryl Lane (TSC 2019-09). (Engineering/Public Works)
22. Public Hearing and Introduction of Ordinances for the 2019 California Fire Code and the National Fire Protection Association Standards; the 2019 California Building Code and amending Chapter 15.08.075 of National City Municipal Code pertaining to City Council authority under Title 15; the 2019 California Electrical Code and 2017 National Electrical Code; the 2019 California Energy Code; Appendix J of the 2019 California Building

Code, and Amending Chapter 15.70 (Grading) of the National City Municipal Code; the 2019 California Green Code; the 2019 California Mechanical Code; the 2019 California Plumbing Code; and the 2019 California Residential Code; and all Appendices related to these Codes. (Building, Engineering/Public Works and Fire)

23. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending Section 16.06.060 (Functions and authority - Planning Commission to function as Committee on Housing and Community Development - Ex Officio members) of Title 16 (City Boards, Commissions, and Committees) of the National City Municipal Code. (Housing Authority)

NON CONSENT RESOLUTIONS

24. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public works)
25. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with STC Traffic, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)
26. Resolution of the City Council of the City of National City calling and giving notice of the holding of a Special Municipal Election to be held on Tuesday, March 3, 2020 for the purpose of submission of a Ballot Measure to the voters as required by the provisions of the laws of the State of California relating to General Law Cities. (City Attorney)
27. Resolution of the City Council of the City of National City ordering the submission of a Measure to the qualified voters of the City of National City

at the Special Municipal Election to be held on March 3, 2020, to make the Offices of City Clerk and City Treasurer Appointive. (City Attorney)

28. Resolution of the City Council of the City of National City requesting the Board of Supervisors of the County of San Diego to consolidate a Special Municipal Election to be held on March 3, 2020 with the Statewide Presidential Primary Election to be held on that date pursuant to Section 10403 of the Elections Code. (City Attorney)
29. Resolution of the City Council of the City of National City authorizing the filing of an impartial analysis and written arguments, and directing the City Attorney to prepare an ordinance vesting the appointing authority in the City Manager, relating to a Measure to make the Offices of City Clerk and City Treasurer Appointive. (City Attorney)

NEW BUSINESS

30. Notice of Decision - Planning Commission approval of a Conditional Use Permit (CUP) for the on-site sale of beer and wine at a new restaurant (Funky Fries and Burgers) located at 3030 Plaza Bonita Road, Suite 1108. (Applicant: Sebastian Hallak) (Case File No. 2019-25 CUP) (Planning)
31. Report to the City Council on the Certification of Sufficiency of Signatures on a Voter Referendum to repeal Ordinance No. 2019-2463. (City Clerk)

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 Executive Director to execute an Exclusive Negotiation Agreement by and between the Community Development Commission-Housing Authority of the City of National City, Community HousingWorks, and Centro De La Salud De La Comunidad de San Ysidro, Inc. (San Ysidro Health) for the development of the Kimball Highland Master Plan that includes up to 90 affordable housing units and a new Kimball Senior Center on a Housing Authority parcel located at 1221 "D" Avenue; up to 115 affordable housing units and a Program of All-Inclusive Care for the Elderly (PACE) Center on a privately owned parcel located at 1320 Highland Avenue; and other public improvements. (Housing Authority)

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - December 3, 2019 - 6:00 p.m. - Council Chambers - National City, California

City Council and Community Development Commission - Housing Authority of the City of National City Meeting Schedule for the Period January 7, 2020 through January 21, 2020:

January 07 - Dispense with Meeting - 6:00 p.m.
January 21 - Regular Meeting - 6:00 p.m.

In observance of the Employee Work Furlough, City Offices will be closed from Monday, December 23, 2019 through Friday, January 3, 2020. City Offices will reopen on Monday, January 6, 2020.

The following page(s) contain the backup material for Agenda Item: [2020 Storm Water Calendar Presentation - Kathy Masters, Sr. Office Assistant. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

Item _____

11/19/2019

2020 STORM WATER CALENDAR PRESENTATION

KATHY MASTERS, SR. OFFICE ASSISTANT

(ENGINEERING/PUBLIC WORKS)

The following page(s) contain the backup material for Agenda Item: [San Diego County Regional Airport Authority - Airport Development Plan Update. \(Mark West, Board Member, SDCRAA and Brendan Reed, Director, Planning and Environmental Affairs, SDCRAA\)](#)

Please scroll down to view the backup material.

Item # ____
11/19/19

**SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY –
AIRPORT DEVELOPMENT PLAN UPDATE**

**Mark West, Board Member
SDCRAA**

**Brendan Reed, Director, Planning and Environmental Affairs
SDCRAA**

San Diego County Regional Airport Authority **Update**

Mark West, Board Member

Brendan Reed, Director, Planning and Environmental Affairs

National City City Council Meeting

November 19, 2019



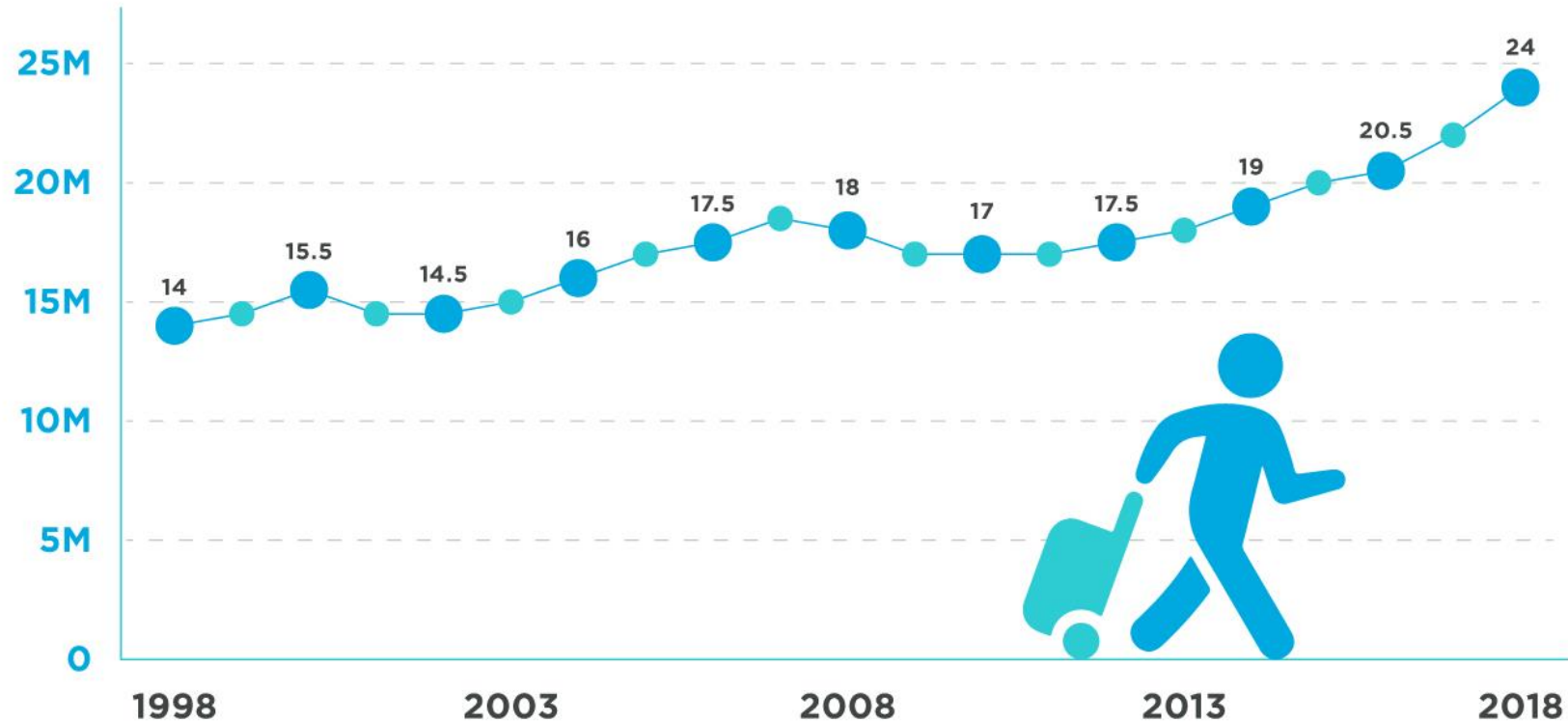
SAN now serves **24 million** passengers a year...



...including over **1 million** international passengers...



...and this growth has been going on for a while.



We've come a long way...

2004:

- **38** Domestic Markets
- **3** International Markets



...in a relatively short time...

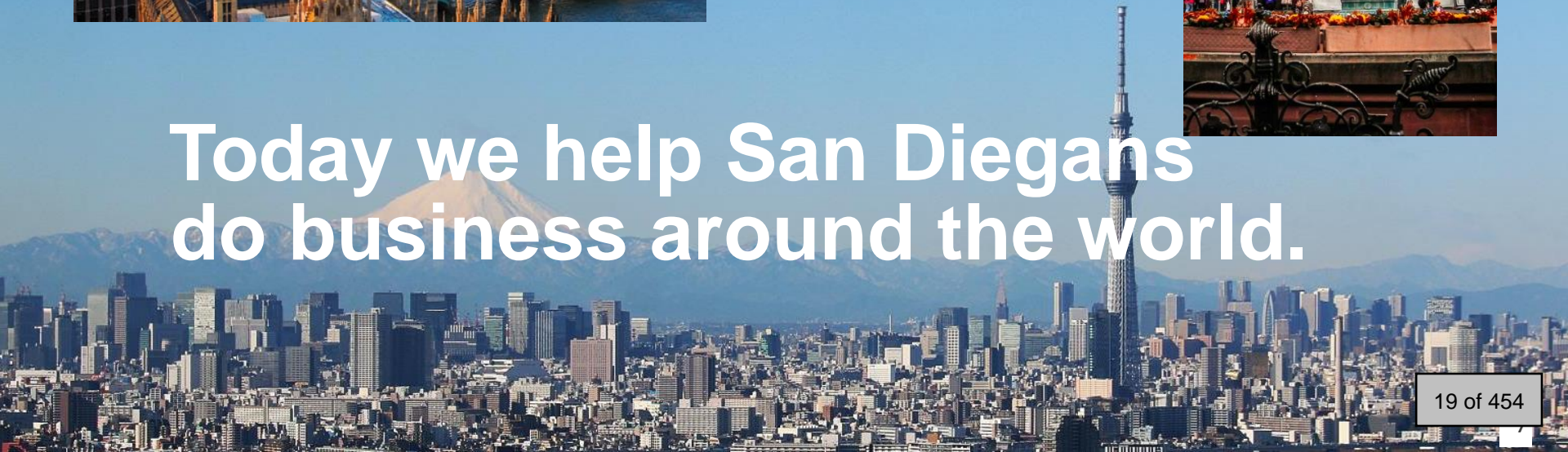
2019:

- More than **60** Domestic Markets
- **11** International Markets

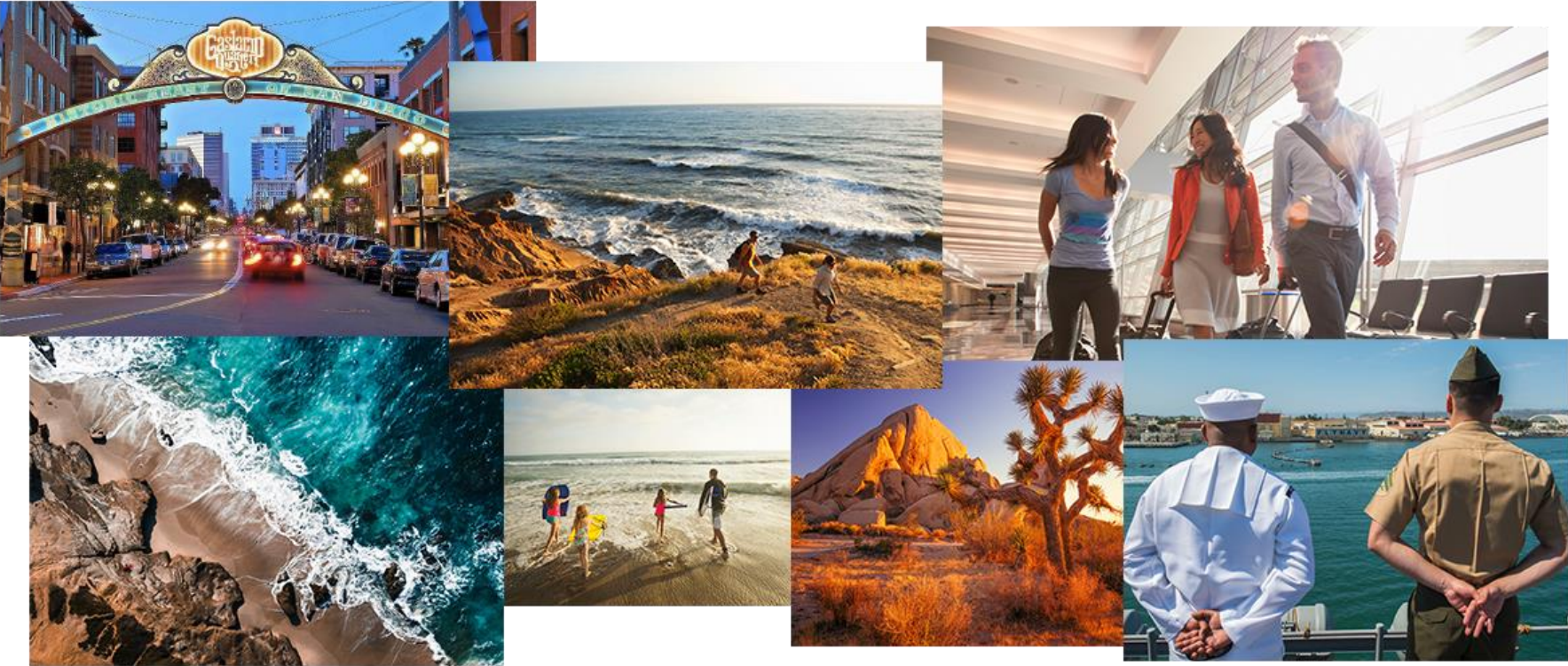




Today we help San Diegans
do business around the world.



SAN is a regional economic driver...



...with only a single runway...



...and a proactive stance on carbon.

SAN is one of only two airports in North America to achieve a Carbon Neutrality rating.



Now let's talk about replacing Terminal 1.

Terminal 1
Exterior



Terminal 1
Interior



Terminal 2
Exterior



Terminal 2
Interior

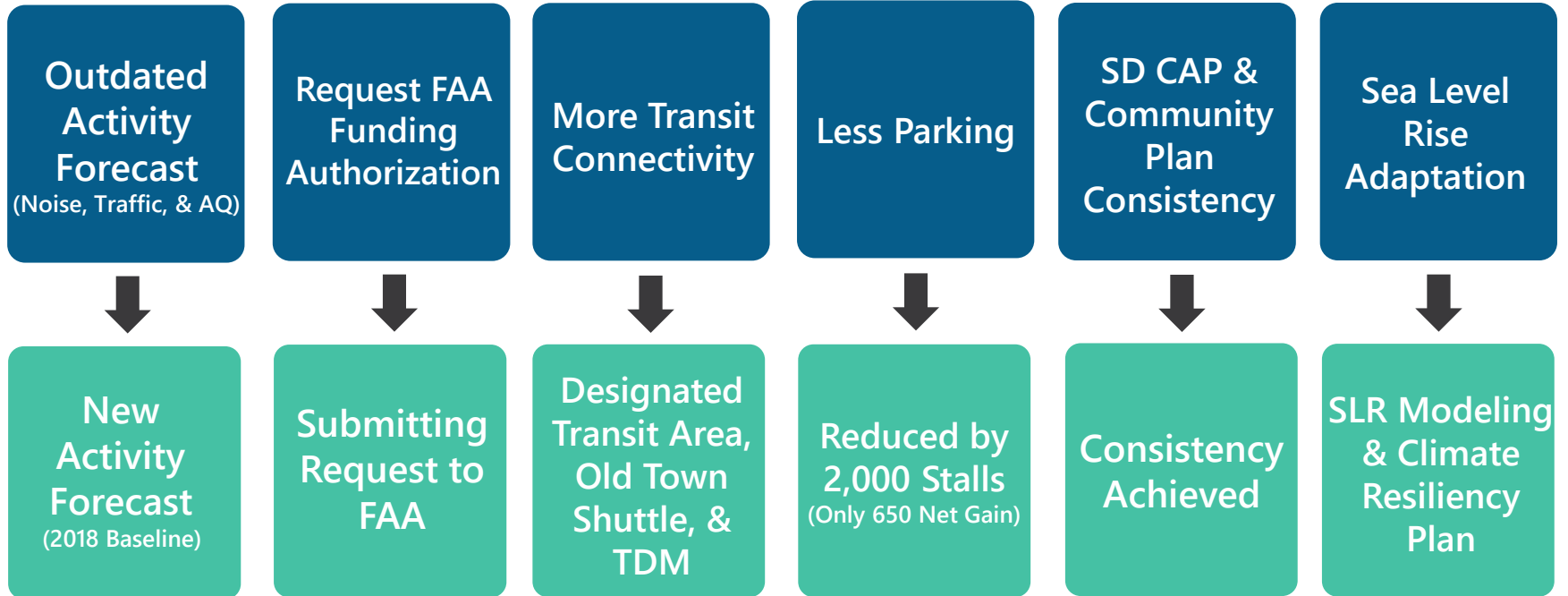


Coordinating with stakeholders...



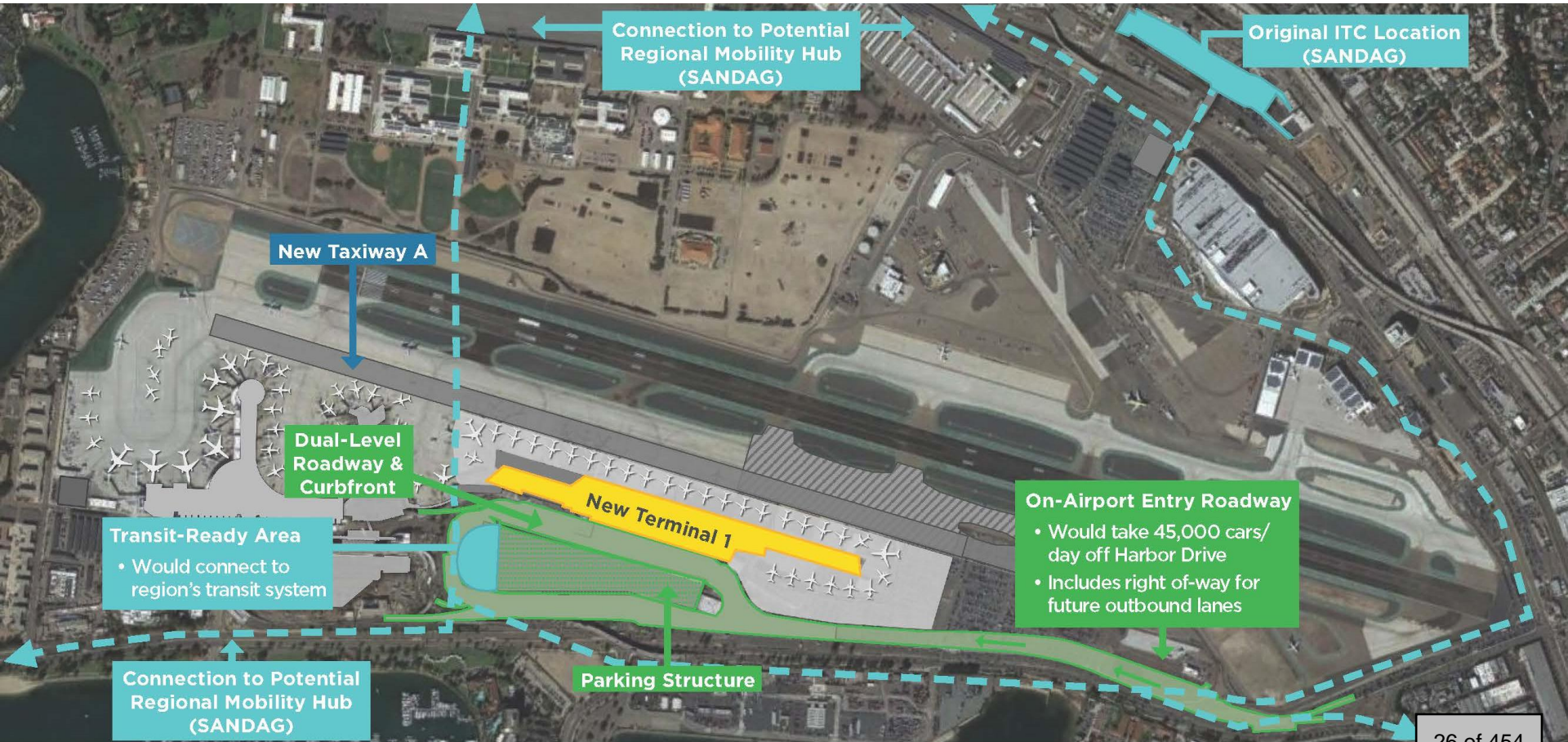
- Individual meetings with public agencies & other organizations
- SANDAG's Airport Connectivity Subcommittee & Working Groups
 - Planning
 - Modeling
 - Legal
 - Communications
 - Government Affairs
- Over 100 meetings total since October

Initial ADP DEIR – Main Feedback



Resulting Project Refinements

Refining the Plan - 2019



A Landmark Investment for San Diego



More than \$500M for transportation and transit improvements



Schedule of Environmental Review / Milestones

Timeframe	Action
January 2017	Notice of Preparation Released & Scoping Meetings Held
March 2017	Board reviews ADP and directs staff to: <ul style="list-style-type: none">▪ Include on-airport entry road▪ Create Harbor Drive Mobility Committee
July 2018	Release Draft EIR for 60-Day Public Review Period
September 2018	End of Public Review Period / All Comments Due
Mid-September 2019	Revised Draft EIR Recirculated
November 2019	Prepare Final EIR (inc. Response to Comments)
January 2020	Certification of Final EIR & Project Consideration by Board
CY 2021	Begin Construction of New Terminal 1*
CY 2024	New Terminal 1 Opens (first 19 gates)*

*Subject to full CEQA Review, Board Certification of Final EIR, and Board Approval of ADP Projects

Questions?

www.san.org/plan



The following page(s) contain the backup material for Agenda Item: [Kimball and Morgan Towers-Property Management Update. \(Suzanna Velazquez, Regional Vice President, Mercy Housing Management Group\)](#)

Please scroll down to view the backup material.

Item # ____

11/19/19

**KIMBALL AND MORGAN TOWERS –
PROPERTY MANAGEMENT UPDATE**

**Suzanna Velazquez
Regional Vice President
Mercy Housing Management Group**

The following page(s) contain the backup material for Agenda Item: [Recap on Family Tennis Day held on Saturday, October 12, 2019 at El Toyon Park Tennis Courts. \(Community Services\)](#)

Please scroll down to view the backup material.

Item # ____
11/19/19

**Recap on Family Tennis Day held on Saturday, October 12, 2019 at
El Toyon Park Tennis Courts. (Community Services)**



Come out and join the fun!

Family Tennis Day

Saturday, October 12th from 10am to 12pm

El Toyon Park

2005 East 4th St.

National City, CA

Second Annual Family Tennis Day



- Free event for all ages and abilities
- Prizes for everyone in attendance
- 15 adults and 15 kids participated
- Follow up workshops for adults held on Saturday, October 26 and November 2



The following page(s) contain the backup material for Agenda Item: [Update on Small Cells. \(City Attorney\)](#)
Please scroll down to view the backup material.

Item #____
11/19/2019

PRESENTATION

Update on Small Cells.

(City Attorney)

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

Please scroll down to view the backup material.

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Special Meetings of the City Council of the City of National City of October 1, 2019 and October 15, 2019. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
11/19/19

**APPROVAL OF THE MINUTES OF THE SPECIAL
MEETINGS OF THE CITY COUNCIL OF THE CITY OF
NATIONAL CITY OF OCTOBER 1, 2019 AND
OCTOBER 15, 2019.**

(City Clerk)

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

October 1, 2019

The Special Meeting of the City Council of the City of National City was called to order at 5:35 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Morris-Jones, Raulston, Vergara, Ybarra.

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

Members retired into Closed Session at 5:36 p.m.

CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigation: One case
Potential Litigation Pursuant to Governmental Code Section 54956.9(d)(2)
2. Conference with Legal Counsel – Pending Litigation
Existing Litigation under Government Code Section 54956.9(d)(1)
National City Puppy, LLC v. City of National City, et al
Case No. 37-2019-00049045–CU-CR-CTL

CLOSED SESSION REPORT: AT THE END OF REGULAR COUNCIL MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, October 1, 2019 - 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

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

Mayor

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

October 15, 2019

The Special Meeting of the City Council of the City of National City was called to order at 5:01 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Morris-Jones, Raulston, Vergara, Ybarra.

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

Members retired into Closed Session at 5:01 p.m.

CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigation: Two cases
Potential Litigation Pursuant to Governmental Code Section 54956.9(d)(2)

CLOSED SESSION REPORT: AT THE END OF REGULAR COUNCIL MEETING

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, October 15, 2019 - 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

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

Mayor

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into an Agreement with Vigilant Solutions, LLC. to access Law Enforcement License Plate Data stored on their systems. This agreement allows the Police Department access to the Law Enforcement LPR data base and it contains an indemnification agreement that requires City Council approval. \(Police\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Chief of Police to enter into an agreement with Vigilant Solutions, LLC. to access Law Enforcement License Plate Data stored on their systems. This agreement allows the police department access to the Law Enforcement LPR data base and it contains an indemnification agreement that requires City Council approval.

PREPARED BY: Jose Tellez, Chief of Police

DEPARTMENT: Police

PHONE: Ext. 4511

APPROVED BY: _____


EXPLANATION:

The City of National City has a contract with I.P.S. Group, INC., to provide parking management equipment, products and services to meet the City's parking management needs as approved by Resolution 2018-183. As part of that contract, Neighborhood Services uses License Plate Reader (LPR) Technology for parking enforcement throughout National City. Based upon the I.P.S. agreement, the police department may access I.P.S. Group's partner corporation's Vigilant Solutions, LLC law enforcement LPR data to assist in criminal investigations at no additional cost.

FINANCIAL STATEMENT:

APPROVED: _____

Finance

ACCOUNT NO.

APPROVED: _____

MIS

N/A

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Vigilant Solutions, LLC Agreement
Resolution 2018-183



**VIGILANT SOLUTIONS – LPR DATA PROGRAM
STATE AND LOCAL LAW ENFORCEMENT AGENCY AGREEMENT**

This Agreement is made and entered into effective _____, 201__ (the “**Effective Date**”) between Vigilant Solutions, LLC, a Delaware corporation (“**Vigilant**”) and _____, an Originating Agency Identifier (ORI) credentialed law enforcement agency (“**Agency**”).

- A.** Vigilant stores and disseminates to law enforcement agencies license plate recognition (LPR) data as a valued added component of the Vigilant law enforcement package of LPR equipment and/or software; and
- B.** Agency desires to obtain access to Vigilant’s Software Service;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Definitions.

(a) Confidential Information. Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the LEARN Software Service; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.

(b) LEA. Refers to a law enforcement agency.

(c) LEARN Software Service. Refers to a web based (hosted) suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts LPR Data.

(d) License Plate Recognition (“LPR”). Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

(e) LPR Data. Refers to LEA LPR Data.

(f) LEA LPR Data. Refers to LPR data collected by LEAs and available on the LEARN Software Service for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

(g) User. Refers to an individual who is an agent and sworn officer of Agency and who is authorized



by Agency to access the LEARN Software Service on behalf of Agency through login credentials provided by Agency.

2. Licensed Access to the LEARN Software Service.

(a) **Grant of License.** During the term of this Agreement, Vigilant grants Agency a non-exclusive, non-transferable right and license to access the LEARN Software Service for use in accordance with the terms of this Agreement.

(b) **Authorized Use.** Agency is prohibited from accessing the LEARN Software Service other than for law enforcement purposes. Agency may use data to locate vehicles to further criminal prosecutions and may share that information with any prosecuting agency (District Attorney or City Attorney).

(c) **Restrictions on Use of LEARN Software Service.** Except as expressly permitted under this Agreement, Agency agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the LEARN Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the LEARN Software Service; (iii) decompile, disassemble or reverse engineer any software component of the LEARN Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the LEARN Software Service. Agency shall instruct each User to comply with the preceding restrictions.

(d) **Third Party Software and Data.** If and to the extent that Vigilant incorporates the software and/or data of any third party into the LEARN Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Agency and the third party licensor, the license of Agency to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the LEARN Software Service granted by Vigilant under this Agreement. Agency specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Agency agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Agency shall instruct each User to comply with the preceding restrictions.

(e) **Non-Exclusive Licensed Access.** Agency acknowledges that the right or ability of Vigilant to license other third parties to use the LEARN Software Service is not restricted in any manner by this Agreement, and that it is Vigilant's intention to license a number of other LEAs to use the LEARN Software Service. Vigilant shall have no liability to Agency for any such action.

3. Other Matters Relating to Access to LEARN Software Service.

(a) **Accessibility.** The LEARN Software Service, LPR Data and associated analytical tools are accessible to LEAs ONLY and are accessible pursuant to one of the following two methods:

(1) **LPR Data Program.** Access to the LEARN Software Service through the LPR Data Program allows for available LPR Data to be used at a much deeper level to include partial plate queries, geo-fence queries, and analytic reports such as common plate and possible associate analysis.

(2) **Application Programming Interface (API).** The API access method allows for integration of the LPR Data into external third-party analytic tools. The API does NOT provide ownership rights to the LPR Data, only access during the subscription period. The API is optional, and available only in conjunction with the LPR Data Program for an additional fee.



(b) Access to LEA LPR Data. LEA LPR Data is provided as a service to LEAs at no additional charge.

(c) Eligibility. Agency shall only authorize individuals who satisfy the eligibility requirements of “Users” to access the LEARN Software Service. Vigilant in its sole discretion may deny LEARN Software Service access to any individual based on such person’s failure to satisfy such eligibility requirements.

(d) Account Security (Agency Responsibility).

(1) Agency shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of Agency’s Users a username and password (one per user account). An unlimited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Vigilant immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Vigilant immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

(2) User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the LEARN Software Service and cannot be copied to another system, unless Agency purchases Vigilant’s API.

(e) Data Sharing. Agency at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access the LEARN Software Service (for example, LEAs who share LEA LPR Data with other LEAs).

(f) Subscriptions. LEARN Software Service software applications and LPR Data is available to Agency and its Users on an annual subscription basis.

4. Restrictions on Access to LEARN Software Service.

(a) Non Disclosure of Confidential Information. Agency and each User will become privy to Confidential Information during the term of this Agreement. Agency acknowledges that a large part of Vigilant’s competitive advantage comes from the collection and analysis of this Confidential Information and Agency’s use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

(b) Restrictions. As a result of the sensitive nature of the Confidential Information, Agency agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Agency’s access to the LEARN Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and other Confidential Information in any way. Additionally, Agency agrees to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Agency would with Agency’s own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

(c) Third Party Information. Agency recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information (“**Associated Third Party Confidential Information**”). By way of example, Associated Third Party Confidential Information includes LEA LPR Data. Agency agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Agency agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Agency would with Agency’s



own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information.

(d) Non-Publication. Agency shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the LEARN Software Service or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging.

(e) Non-Disparagement. Agency agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude Agency from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of Vigilant. Agency also agrees not to voluntarily provide ANY information, including interviews, related to Vigilant, its products or its services to any member of the media without the express written consent of Vigilant.

(f) Manner of Use. Agency must use its account in a manner that demonstrates integrity, honesty, and common sense.

(g) Survival of Restrictions and Other Related Matters.

(1) Agency shall cause each User to comply with the provisions of this **Section 4**.

(2) Agency agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **Section 4** by Agency or any User, and Agency shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 4**.

(3) Agency agrees that a breach or threatened breach by Agency or a User of any covenant contained in this **Section 4** will cause irreparable damage to Vigilant and that Vigilant could not be made whole by monetary damages. Therefore, Vigilant shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement.

(4) No failure or delay by Vigilant in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

(5) The restrictions set forth in this **Section 4** shall survive the termination of this Agreement for an indefinite period of time.

5. Term and Termination.

(a) Term. This Agreement will be in effect until terminated by either party. The City of National City is under contract with the IPS Group, Inc. which is a partner corporation of Vigilant Solutions, LLC. If that agreement is terminated the parties may mutually agree how to proceed.

(b) Termination.

(1) Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason.

(2) Vigilant may terminate this Agreement upon:

(A) thirty (30) days prior written notice for any reason.

(B) a failure on the part of Agency to pay any amount due and payable to Vigilant under this Agreement within thirty (30) days following receipt of written notice from Vigilant of such failure; or

(C) a material breach of any other provision of this Agreement by Agency or any User which remains uncured for thirty (30) days following receipt of written notice from Vigilant of such material breach.

(c) Effect of Termination. Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist and Agency must promptly discontinue all use of



the LEARN Software Service, erase all LPR Data accessed through the LEARN Software Service from its computers, including LPR Data transferred to an API, and return all copies of any related documentation and other materials.

6. Miscellaneous.

(a) Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Vigilant’s address for all purposes under this Agreement is:

Vigilant Solutions, LLC
Attn: Steve Cintron
1152 Stealth Street
Livermore, California 94551
Telephone: 925-398-2079
E-mail: steve.cintron@vigilantsolutions.com

Agency’s address for all purposes under this Agreement is:

Attn: _____

Telephone: _____
E-mail: _____

with a copy to:

Holland, Johns & Penny, L.L.P.
Attn: Margaret E. Holland
306 West Seventh Street, Suite 500
Fort Worth, Texas 76102
Telephone: 817-335-1050
E-mail: meh@hjpllp.com

Either party may designate another address for this Agreement by giving the other party at least five (5) business days’ advance notice of its address change. A party’s attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party’s attorney.

(b) Disclaimer. Vigilant makes no express or implied representations or warranties regarding Vigilant’s equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.

(c) Limitations of Liability. VIGILANT WILL NOT BE LIABLE FOR AGENCY’S USE OF THE LPR DATA OR LEARN SOFTWARE SERVICE APPLICATIONS AND WILL NOT BE LIABLE TO AGENCY UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF



BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE VILIGANT'S CUMULATIVE LIABILITY TO AGENCY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID TO VIGILANT BY THE AGENCY FOR SERVICES SUPPLIED UNDER THIS AGREEMENT BY VIGILANT.

(d) Indemnification. Agency agrees to indemnify, defend and hold harmless Vigilant and its employees, representatives, agents, officers, directors, and corporate employees (each, an "**Indemnified Party**"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim (i) resulting from Agency's or a User's breach of this Agreement, (ii) that involves any vehicle owned or operated by Agency, (iii) or any employee or independent contractor hired by Agency or (iv) any and all claims based on Agency's or a User's actions or omissions.

(e) Independent Contractor Status. Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.

(f) Assignment of this Agreement. Agency may not assign its rights or obligations under this Agreement to any party, without the express written consent of Vigilant.

(g) No Exclusivity. Vigilant may at any time, directly or indirectly, engage in similar arrangements with other parties, including parties which may conduct operations in geographic areas in which Agency operates. Additionally, Vigilant reserves the right to provide LPR Data to third-party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that Vigilant deems necessary and appropriate.

(h) No Reliance. Agency represents that it has independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from Vigilant or any other party, other than as expressly set forth in this Agreement.

(i) Governing Law; Venue. THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN TARRANT COUNTY, TEXAS.

(j) Amendments. Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. Vigilant's waiver of any breach or default will not constitute a waiver of any other or subsequent breach or default.

(k) Entirety. This Agreement and the Agency's purchase order, setting forth Vigilant's LEARN Software Service being purchased by Agency pursuant to this Agreement and the related product code and subscription price, represent the entire agreement between the parties and supersede all prior agreements and communications, oral or written between the parties. Except to the limited extent expressly provided in this **Section 6(k)**, no contrary or additional terms contained in any purchase order or other communication from Agency will be a part of this Agreement.

(l) Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

(m) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) CJIS Requirements. Agency certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Company: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Agency: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

*[signature page – LPR Data Program
State and Local Law Enforcement Agency Agreement]*



Exhibit A: CJIS Requirements

Vigilant and Agency agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and Agency agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Agency use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and Agency agree that Agency owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Agency-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and Agency agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and Agency agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and Agency agree that Agency is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Agency.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Agency owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Vigilant agrees to immediately inform Agency of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.



8. Vigilant will only allow authorized support staff to access Agency's account or Agency data in support of Agency as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Agency data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform Agency of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Agency.
13. Vigilant will advise Agency when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Agency owned data and Vigilant systems as intended by Agency and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Agency owned information through Agency managed role-based access and applied sharing rules configured by Agency.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Agency owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Agency can monitor access and activity of Vigilant support staff and Agency users for unauthorized access, disclosure, alteration or misuse of Agency owned data. (Vigilant support staff will only have access when granted by Agency.)
23. Vigilant will only perform direct support remote access to Agency systems/infrastructure when requested, authorized and physically granted access to the applications/systems by Agency. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by Agency data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Agency data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by Agency, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Agency.
28. Vigilant agrees that Agency owns all Agency contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of Agency.

Agency:

1. Agency agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.

2. Agency agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Agency agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Agency agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Agency agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Agency agrees that they are responsible for proper equipment operation and placement of equipment.
7. Agency agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Agency information.
8. Agency agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Agency.
9. Agency agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission (“Hotlist upload”) into Vigilant systems.
10. Agency agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Agency agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Agency agrees to reinforce client staff policies for not sharing user accounts.
13. Agency agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Agency agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Agency agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Agency agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Agency agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Agency agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Agency created policies and procedures that guide user access and appropriate use of the system.
19. Agency agrees that information and services provided through Vigilant products do not provide any actionable information, Agency users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

RESOLUTION NO. 2018 – 183

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR
AGREEMENT WITH IPS GROUP, INC., FOR A NOT-TO-EXCEED
AMOUNT OF \$320,000 TO PROVIDE PARKING MANAGEMENT
AND PARKING ENFORCEMENT SOLUTIONS

WHEREAS, on June 20, 2017, through the adoption of Resolution No. 2017-103, the City Council approved the Parking Action Plan (“PAP”) for Downtown National City to address existing and future parking demands, and directed staff to take all necessary actions for PAP implementation, including but not limited to, continued public outreach, data collection, and reporting; and

WHEREAS, on November 7, 2017, through the adoption of Ordinance No. 2017-2441, the City Council adopted the Downtown Specific Plan Proposed Amendment that identifies parking as one of the Specific Plan’s goals for future public and private development; and

WHEREAS, City staff researched a variety of vendors offering products and services to address the City’s parking management and enforcement needs and found that IPS Group, Inc., provided a comprehensive proposal that incorporates all of the City’s parking management and enforcement needs; and

WHEREAS, IPS Group, Inc., is a provider of parking management equipment, products, and services that meet the City’s parking management needs and is qualified by experience and ability to perform the services desired by the City, and the IPS Group is willing to perform such services; and

WHEREAS, the City desires to enter into a three-year Agreement with IPS Group, Inc., for a not-to-exceed amount of \$320,000 to provide parking management equipment to include single-space parking meters, hand-held mobile enforcement devices, license plate reader (LPR) equipment and software, web-based parking management enforcement and permit software, data collection, and technical support


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a three-year Agreement with IPS Group, Inc., for a not-to-exceed amount of \$320,000 to provide parking management and enforcement, solutions.

PASSED and ADOPTED this 16th day of October, 2018.



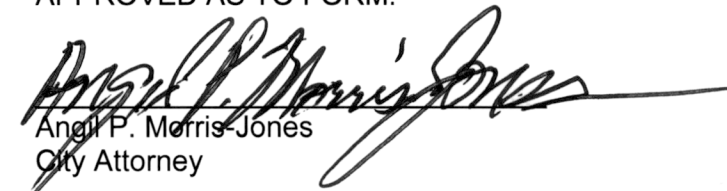
Ron Morrison, Mayor

ATTEST:



Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



Angel P. Morris-Jones
City Attorney

Passed and adopted by the Council of the City of National City, California, on October 16, 2018 by the following vote, to-wit:

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

Nays: None.

Absent: None.

Abstain: None.

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



Richard P. Mc
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2018-183 of the City of National City, California, passed and adopted by the Council of said City on October 16, 2018.

City Clerk of the City of National City, California

By: _____
Deputy

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH
VIGILANT SOLUTIONS, LLC, TO ACCESS LAW ENFORCEMENT LICENSE PLATE
DATA STORED IN THEIR SYSTEMS**

WHEREAS, IPS Group, Inc., is a provider of parking management equipment, products, and services that meet the City's parking management needs and is qualified by experience and ability to perform the services desired by the City, and the IPS Group is willing to perform such services; and

WHEREAS, City staff researched a variety of vendors offering products and services to address the City's parking management and enforcement needs and found that IPS Group, Inc., provided a comprehensive proposal that incorporates all of the City's parking management and enforcement needs; and

WHEREAS, on October 16, 2018, pursuant to Resolution 2018-183, the City Council authorized the Mayor to execute a three year Agreement with IPS Group, Inc., to provide parking management and enforcement solutions services to the National City Police Department; and

WHEREAS, based upon IPS Group, Inc.'s., current Agreement with the City of National City, the National City Police Department may access their partners corporation's Vigilant Solutions, LLC, law enforcement License Plate Recognition "LPR" data to assist in criminal investigations at no additional cost to the City of National City; and

WHEREAS, the City desires to enter into an Agreement with Vigilant Solutions, LLC, to provide the National City Police Department access to the law enforcement License Plate Recognition "LPR" data base that will assist in criminal investigations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Chief of Police to execute an Agreement with Vigilant Solutions, LLC, to provide the National City Police Department access to the law enforcement License Plate Recognition "LPR" data base that will assist the National City Police Department in criminal investigations.

PASSED and ADOPTED this 19th day of November, 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 the Third Amendment to the HOME Community Housing Development Organization \(CHDO\) Funding Agreement dated June 30, 2017 between the City of National City and San Diego Habitat for Humanity Community Housing Corporation, Inc. to underground the utilities on a new development project located at 405-418 West 18th St.; to appropriate \\$101,310.45 of previously awarded 2019-2020 HOME Program funds; propose to allocate an additional \\$88,600.00 in 2020-2021 HOME Program funds; and extend the term of the Agreement to June 30, 2023. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Third Amendment to the HOME Community Housing Development Organization ("CHDO") Funding Agreement dated June 30, 2017 between the City of National City and San Diego Habitat for Humanity Community Housing Corporation, Inc. to underground the utilities on a new development project located at 405-418 West 18th St.; to appropriate \$101,310.45 of previously awarded 2019-2020 HOME Program funds; to award and appropriate an additional \$88,600.00 in 2020-2021 HOME Program funds; and extend the term of the Agreement to June 30, 2023.

PREPARED BY: Angelita Palma, Comm. Dev. Spec. II

DEPARTMENT: National City Housing Authority

PHONE: 619-336-4219

APPROVED BY: 

EXPLANATION:

The City of National City ("City") and San Diego Habitat for Humanity Community Housing Corporation, Inc. ("SD-HFH") entered into a Second Amendment to the HOME CHDO Funding Agreement on June 30, 2017. The City appropriated \$101,310.45 on May 7, 2019 in HOME Program funds through the 2019-2020 HUD Annual Action Plan funding to provide for the undergrounding of dry utilities on a new development project located at 405-418 West 18th St. in National City consisting of six homeownership units targeting families at or below 80% of the Area Median Income.

The City proposes to award and appropriate SD-HFH an additional \$88,600.00 of the HOME Program funds through the 2020-2021 HUD Annual Action Plan to cover additional costs to complete the undergrounding of dry utilities required by the City of National City for permitting of the Project. The term of the Agreement would be extended to June 30, 2023. Attachment No. 1 provides a full budget for undergrounding utilities which will total \$189,910.45.

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

The City appropriated \$101,310.45 to 505-409-462-598-9023 from HOME Program funds on May 7, 2019 through the 2019-2020 HUD Annual Action Plan funding. The City proposes to award and appropriate an additional \$88,600.00 to the project to account 505-409-462-598-9023 from the HOME Program fund balance. These funds are derived from previously completed projects and program income received.

ENVIRONMENTAL REVIEW:

This project is Categorically Excluded SUBJECT to §58.5 authorities per 24 CFR §58.35(a) (3)(ii)

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

- Attachment No. 1 Undergrounding Dry Utilities Conversion Budget
- Attachment No. 2 HOME CHDO Third Amendment
- Attachment No. 3 HOME CHDO Second Amendment executed on June 20, 2017
- Attachment No. 4 Resolution



8128 Mercury Court
San Diego, CA 92111
PI 619-283-4663
FI 619-516-5264
license #955336

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sandiegohabitat.org

ATTACHMENT NO. 2: Undergrounding Dry Utilities Conversion Budget

DRY UTILITY CONVERSION COST BUDGET FOR 405-419 W. 18TH STREET, NATIONAL CITY

	Quantity	Unit	Cost
SDGE 12KV Conversion on Harding Avenue	280 LF	189	\$52,920.00
Covert Services on Harding Ave	3 EA	15,000	\$44,890.45
EPI Change Order	1 EA		\$3,500.00
Total			101,310.45
AT&T Conversion on Harding Ave	280 LF	60	\$16,800.00
COX Conversion on Harding Ave	280 LF	60	\$16,800.00
Contractor Charges on Harding Avenue	200 LF	175	\$35,000.00
Cable Poles on Harding Ave	2 EA	10,000	\$20,000.00
Total			\$88,600.00
Total			\$189,910.45

THIRD AMENDMENT TO THE HOME COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) FUNDING AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND SAN DIEGO HABITAT FOR HUMANITY COMMUNITY HOUSING CORPORATION, INC.

This Third Amendment to the Agreement is entered into this 19th day of November, 2019, between the City of National City, a municipal corporation (the “CITY”) and San Diego Habitat for Humanity Community Housing Corporation, Inc., a California non-profit public benefit corporation (“SD-HFH”).

RECITALS

WHEREAS, the CITY and SD-HFH entered into the HOME Community Housing Development Organization (“CHDO”) Funding Agreement on October 30, 2012 (the “Agreement”) for the construction and/or rehabilitation of single-family residential housing in the City of National City; and

WHEREAS, the CITY and SD-HFH entered into a First Amendment to the HOME CHDO Funding Agreement on October 18, 2014 (the “First Amendment”); and

WHEREAS, the First Amendment stated that the Agreement would expire on June 30, 2017; and

WHEREAS, the CITY and SD-HFH entered into a Second Amendment to the HOME CHDO Funding Agreement on June 20, 2017 (the “Second Amendment”); and

WHEREAS, the Agreement Second Amendment stated that the agreement would expire on June 30, 2020; and

WHEREAS, the CITY appropriated \$101,310.45 on May 7, 2019 in HOME Investment Partnership Program funds through the 2019-2020 HUD Annual Action Plan for the undergrounding of utilities on a new development project located at 405-418 West 18th St., National City consisting of six homeownership units targeting families at or below 80% of the Area Median Income (“Project”); and

WHEREAS, the City proposes to award SD-HFH an additional \$88,600.00 of the HOME Investment Partnership Program funds through the 2020-2021 HUD Annual Action Plan to cover additional costs to complete the undergrounding of dry utilities required by the City of National City for permitting of the Project.

NOW, THEREFORE, BE IT RESOLVED, the parties mutually agree that the Agreement dated October 18, 2014, as amended, is further amended as follows:

1. Section 5. After the first sentence insert the following two sentences:

The CITY has appropriated and will provide \$101,310.45 to SD-HFH to assist with development due to the construction costs for the underground utility conversion on the homeownership project located at 405-418 West 18th Street, National City.

The CITY will additionally appropriate and provide \$88,600.00 to SD-HFH to assist with additional costs of undergrounding dry utilities for the project located at 405-418 West 18th Street, National City.

- 2. Section 8. Commencement and Term. The phrase “but in no case will extensions be permitted that will cause the project not to be completed by June 30, 2020” is deleted. This previously amended phrase is replaced with the phrase “but in no case will extensions be permitted that will cause the project not to be completed by June 30, 2023.”
- 3. Exhibit “A”, PURCHASE AND REHABILITATION WORK PLAN. In the first paragraph, the date “June 30, 2017” was deleted and replaced with “June 30, 2020” by the Second Amendment. The previously amended date of “June 30, 2020” is hereby replaced with the date of “June 30, 2023.”
- 4. Exhibit “B”, PRODUCTION TIMELINE AND DEVELOPMENT CALENDAR. In the section titled “Estimated Long Term Calendar”, the 5th and 6th house completion previously revised by the Second Amendment to “June 30, 2020” is hereby replaced with the date of “June 30, 2023.”

Except as provided in Section 5, Section 8, Exhibit “A,” and Exhibit “B” above, each and every term and provision of the Agreement dated October 30, 2012, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to the Agreement have executed this Third Amendment to the Agreement on the day and year set forth above.

CITY OF NATIONAL CITY

**SAN DIEGO HABITAT FOR HUMANITY
COMMUNITY HOUSING**

By: _____
Alejandra Sotelo Solis
Mayor

By: _____
Lori Holt Pfeiler
Executive Director

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

SECOND AMENDMENT TO THE HOME COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) FUNDING AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND SAN DIEGO HABITAT FOR HUMANITY COMMUNITY HOUSING CORPORATION, INC.

This Second Amendment to the Agreement is entered into this 20th day of June, 2017, between the City of National City, a municipal corporation (the "CITY") and San Diego Habitat for Humanity Community Housing Corporation, Inc., a California non-profit public benefit corporation ("SD-HFH").

RECITALS

WHEREAS, the CITY and SD-HFH entered into the HOME Community Housing Development Organization ("CHDO") Funding Agreement on October 30, 2012 (the "Agreement") for the construction and/or rehabilitation of single-family residential housing in the City of National City; and

WHEREAS, the CITY and SD-HFH entered into a First Amendment to the HOME CHDO Funding Agreement on October 18, 2014 (the "First Amendment"); and

WHEREAS, the Agreement expires on June 30, 2017; and

WHEREAS, due to market conditions, SD-HFH has experienced some difficulty in acquiring the property needed for its performance under the Agreement, despite SD-HFH's best efforts to do so; and

WHEREAS, due to SD-HFH's use of volunteer labor to construct and/or rehabilitate the houses, SD-HFH has not been able to complete the required construction and/or rehabilitation by the estimated dates in Exhibit "B", despite SD-HFH's best efforts to do so; and

WHEREAS, the parties desire to extend the term of the Agreement until June 30, 2020; and

WHEREAS, SD-HFH will need additional funds to complete acquisition and rehabilitation of the remaining two HOME Program Assisted Units "Assisted Units"; and

WHEREAS, the CITY allocated \$245,116.85 on June 20, 2017 in HOME Investment Partnership Program funds through the First Amendment to the 2017-2018 HUD Annual Action Plan.

NOW, THEREFORE, the parties mutually agree that the Agreement dated October 18, 2014, as amended, is further amended as follows:

1. Section 5. After the first sentence insert the following sentence:

The CITY will provide an additional \$245,116.85 to SD-HFH to assist with the acquisition and rehabilitation of the remaining two HOME units (House #5 and #6) as required by Exhibit "B" "Work Plan" due to the increase acquisition and construction costs.

- 2. Section 8. Commencement and Term. The phrase “but in no case will extensions be permitted that will cause the project not to be completed by June 30, 2017” is deleted. This previously amended phrase is replaced with the phrase “but in no case will extensions be permitted that will cause the project not to be completed by June 30, 2020.”
- 3. Section 11. Insurance. SD-HFH shall submit to the CITY updated proof of insurance consistent with the requirements of Section 11, subsection “C”, which is amended to add the following sentence:

SD-HFH will require that all Project volunteers execute a Waiver and Release of Liability attached as Exhibit “J”.

Exhibit “J” is incorporated and attached hereto as “Attachment 1 to the Second Amendment”.

- 4. Exhibit “A”, PURCHASE AND REHABILITATION WORK PLAN. In the first paragraph, the date “June 30, 2014” was deleted and replaced with “June 30, 2017” by the First Amendment. The previously amended date of “June 30, 2017” is hereby replaced with the date of “June 30, 2020.”
- 5. Exhibit “B”, PRODUCTION TIMELINE AND DEVELOPMENT CALENDAR. In the section titled “Estimated Long Term Calendar”, the 5th and 6th house completion previously revised by the First Amendment to “June 30, 2017” is hereby replaced with the date of “June 30, 2020.”
- 6. Section C of Exhibit “H”, HOUSING REHABILITATION PROGRAM SPECIFICATIONS AND TECHNICAL STANDARDS: the date “2013” as amended by the First Amendment in each instance is deleted and is replaced with the date “2016”.

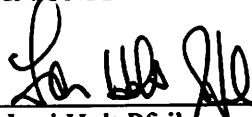
Except as provided in Sections 1 through 6 above, each and every term and provision of the Agreement dated October 30, 2012 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to the Agreement have executed this First Amendment to the Agreement on the day and year set forth above.


CITY OF NATIONAL CITY

By: 
Ron Morrison, Mayor

**SAN DIEGO HABITAT FOR HUMANITY
COMMUNITY HOUSING**

By: 
Lori Holt Pfeiler
Executive Director

APPROVED AS TO FORM:

By: 
Angil P. Morris-Jones
City Attorney

By: 
Mark Emch
Chair, Board of Directors

**ATTACHMENT "1"
to Second Amendment**

**EXHIBIT "J" TO CHDO AGREEMENT
RELEASE AND WAIVER OF LIABILITY**

In consideration of the City of National City provision of funding for this activity, I agree to waive and release the City of National City and its officers, agents, employees, and volunteers from and against any and all claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs arising from my or my child's instruction of, and participation in, *Insert Housing Project Title Here on Insert Project Date/Dates Here*, or any illness or injury including death resulting there from, and hereby agree to indemnify and hold harmless the City of National City and its officers, agents, employees, and volunteers from and against any and all such claims, whether caused by negligence or otherwise, except for illness and injury resulting directly from gross negligence or willful misconduct on the part of the City or its employees.

I further consent to the unrestricted use by the City of National City, or any person authorized by them of any photographs, recordings, interviews, videotapes, motion pictures or similar visual or auditory recording of myself, or my child, in connection with volunteering. I understand that my, or my child's, image may be edited, copied, exhibited, published or distributed by the City of National City, and I waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my, or my child's, image, or recording. I also understand that this material may be electronically displayed via the Internet or in a public educational setting. There is no time limit on the validity of this release nor is there any geographic limitations of where these materials may be distributed.

I UNDERSTAND AND AGREE THAT BY SIGNING THIS WAIVER I AM FREEING THE CITY OF NATIONAL CITY, ITS EMPLOYEES, OFFICERS, AGENTS, OR VOLUNTEERS FROM ANY LIABILITY RESULTING FROM MY, OR MY CHILD'S, INSTRUCTION OF, AND PARTICIPATION IN *INSERT PROJECT TITLE HERE ON INSERT PROJECT EVENT DATE/ DATES HERE*. I RECOGNIZE THAT THE ACTIVITY CAN BE DANGEROUS TO ME OR MY CHILD AND ACCEPT THOSE DANGERS. I UNDERSTAND THAT IF MYSELF OR MY CHILD IS INJURED, THIS WAIVER WILL BE USED AGAINST ME AND ANYONE ELSE CLAIMING DAMAGE BECAUSE OF MY INJURY IN ANY LEGAL ACTION. I ALSO UNDERSTAND THAT NO EMPLOYEE OR AGENT IS AUTHORIZED TO MODIFY THIS WAIVER. I CERTIFY THAT I HAVE PERSONALLY READ AND UNDERSTAND THIS WAIVER AND RELEASE.

Participant
Signature: _____

Date _____

Printed Name _____

Parent or Guardian (If filling out this form for a minor):

Signature _____

Date _____

Printed Name _____

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE HOME COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (“CHDO”) FUNDING AGREEMENT DATED JUNE 30, 2017 BETWEEN THE CITY OF NATIONAL CITY AND SAN DIEGO HABITAT FOR HUMANITY COMMUNITY HOUSING CORPORATION, INC. TO UNDERGROUND THE UTILITIES ON A NEW DEVELOPMENT PROJECT LOCATED AT 405-418 WEST 18TH ST.; TO APPROPRIATE \$101,310.45 OF PREVIOUSLY AWARDED 2019-2020 HOME PROGRAM FUNDS; TO AWARD AND APPROPRIATE AN ADDITIONAL \$88,600.00 IN 2020-2021 HOME PROGRAM FUNDS; AND EXTEND THE TERM OF THE AGREEMENT TO JUNE 30, 2023

WHEREAS, the CITY and SD-HFH entered into the HOME Community Housing Development Organization (“CHDO”) Funding Agreement on October 30, 2012 (the “Agreement”) for the construction and/or rehabilitation of single-family residential housing in the City of National City; and

WHEREAS, the CITY and SD-HFH entered into a First Amendment to the HOME CHDO Funding Agreement on October 18, 2014 (the “First Amendment”); and

WHEREAS, the First Amendment stated that the Agreement would expire on June 30, 2017; and

WHEREAS, the CITY and SD-HFH entered into a Second Amendment to the HOME CHDO Funding Agreement on June 20, 2017 (the “Second Amendment”); and

WHEREAS, the Second Amendment stated that the Agreement would expire on June 30, 2020; and

WHEREAS, the CITY appropriated \$101,310.45 on May 7, 2019 in HOME Investment Partnership Program funds through the 2019-2020 HUD Annual Action Plan for the undergrounding of utilities on a new development project located at 405-418 West 18th St., National City consisting of six homeownership units targeting families at or below 80% of the Area Median Income (“Project”); and

WHEREAS, the City proposes to award SD-HFH an additional \$88,600.00 of the HOME Investment Partnership Program funds through the 2020-2021 HUD Annual Action Plan to cover additional costs to complete the undergrounding of dry utilities required by the City of National City for permitting of the Project.

NOW, THEREFORE, BE IT RESOLVED, the parties mutually agree that the Second amendment to the Agreement dated June 20, 2017, as amended, is further amended as follows:

1. Section 5. After the first sentence insert the following two sentences:

The CITY has appropriated and will provide \$101,310.45 to SD-HFH to assist with development due to the construction costs for the underground utility conversion on the homeownership project located at 405 -418 West 18th Street, National City.

**Resolution No. 2019 –
Page Two**

The CITY will additionally appropriate and provide \$88,600.00 to SD-HFH to assist with additional cost of undergrounding dry utilities for the project located at 405-418 West 18th Street, National City.

2. Section 8. Commencement and Term. The phrase “but in no case will extensions be permitted that will cause the project not to be completed by June 30, 2020” is deleted. This previously amended phrase is replaced with the phrase “but in no case will extensions be permitted that will cause the project not to be completed by June 30, 2023.”
3. Exhibit “A”, PURCHASE AND REHABILITATION WORK PLAN. In the first paragraph, the date “June 30, 2017” was deleted and replaced with “June 30, 2020” by the Second Amendment. The previously amended date of “June 30, 2020” is hereby replaced with the date of “June 30, 2023.”
4. Exhibit “B”, PRODUCTION TIMELINE AND DEVELOPMENT CALENDAR. In the section titled “Estimated Long Term Calendar”, the 5th and 6th house completion previously revised by the Second Amendment to “June 30, 2020” is hereby replaced with the date of “June 30, 2023.”

Except as provided in Sections 5 through 8, Exhibit “A,” and Exhibit “B” above, each and every term and provision of the Agreement dated October 30, 2012 , as amended, shall remain in full force and effect.

PASSED and ADOPTED this 19th day of November, 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 Memorandum of Understanding \(MOU\) between the San Diego Unified Port District \(Port\) and the City of National City for funding for design and entitlements for the Bayshore Bikeway Segment Five. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Memorandum Of Understanding (MOU) between the San Diego Unified Port District (Port) and the City of National City for funding for design and entitlements for the Bayshore Bikeway Segment Five.

PREPARED BY: Luca Zappiello, Assistant Civil Engineer *d.z.*

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

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 Mayor to execute a MOU between the Port and the City for funding for design and entitlements for the Bayshore Bikeway Segment Five.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

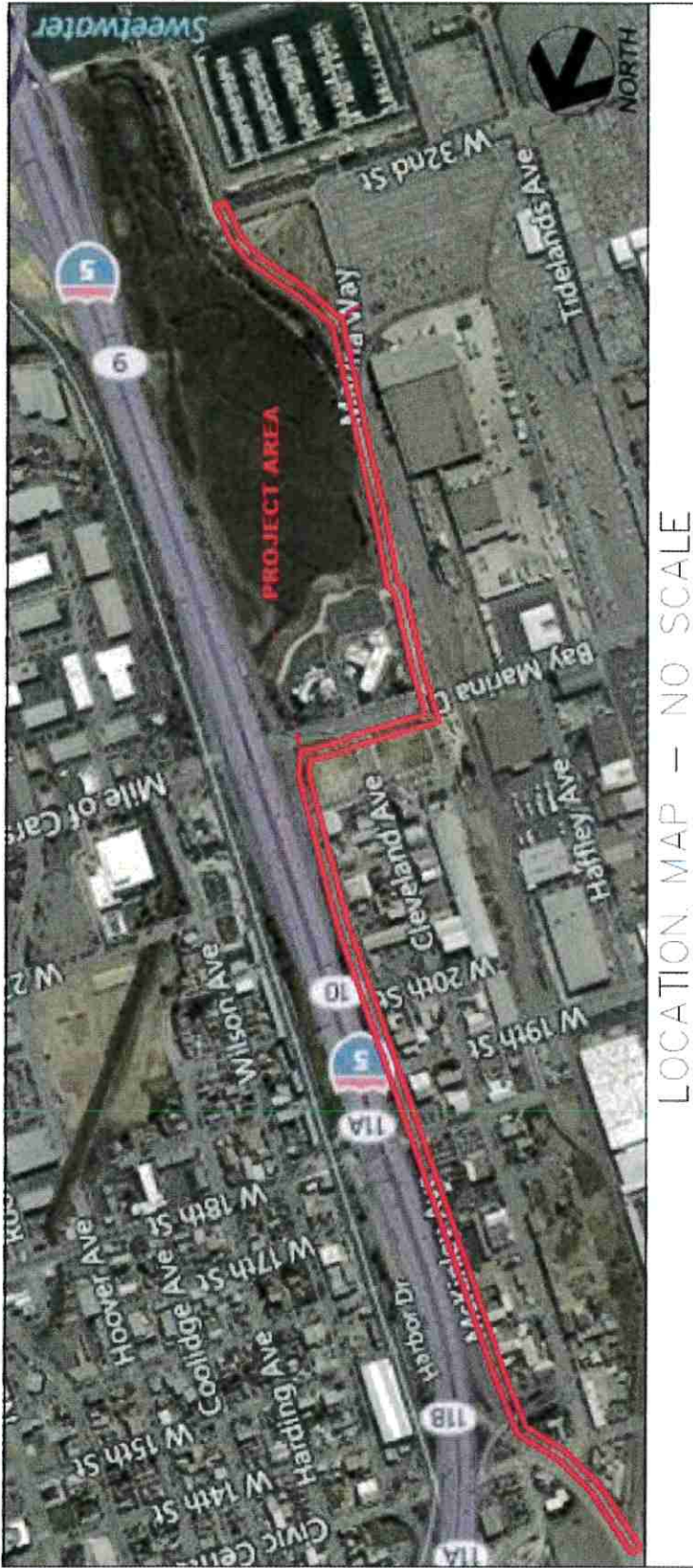
1. Explanation
2. Memorandum Of Understanding
3. Resolution

EXPLANATION

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Bayshore Bikeway – Segment 5 Project. The project will provide nearly 1.5 miles of protected bicycle facilities along McKinley Avenue and Marina Way in the City of National City (see attached exhibit). Staff requested \$5,421,000 in Federal ATP funds. In January 2019, staff received notification from Caltrans that the City had been awarded Federal ATP funds in the amount of \$5,421,000, which requires a local match from the City of \$70,000. The remaining \$900,000 match is available through the San Diego Unified Port District's Maritime Industrial Impact Fund (MIIF), resulting in a total project cost of \$6,391,000.

The attached Memorandum of Understanding outlines the terms of use of MIIF funds for the project. The Port has budgeted \$200,000 for the project's environmental clearance, topographic survey, and preliminary engineering for FY 2020, and \$700,000 for final design and permitting for FY 2021. The ATP grant will fund project construction.

Bayshore Bikeway – Segment 5



LOCATION MAP – NO SCALE

Attachment C to Agenda File No. 2019-0299

MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF NATIONAL CITY FOR FUNDING FOR DESIGN AND ENTITLEMENTS FOR THE BAYSHORE BIKEWAY SEGMENT FIVE FROM THE MARITIME INDUSTRIAL IMPACT FUND

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on _____, 2019 between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter referred to as "District", the CITY OF NATIONAL CITY, a municipal corporation, hereinafter referred to as "City". The District and City are collectively hereinafter referred to as "parties".

WHEREAS, the District's Board of Port Commissioners (BPC) adopted BPC Policy No. 773 to establish a Maritime Industrial Impact Fund (MIIF) and a selection process for projects to offset the adverse impacts of the presence of maritime industrial facilities; and

WHEREAS, the City submitted a request to use MIIF funds to fund segment five of the San Diego Association of Government's (SANDAG) Bayshore Bikeway Project located on City and District property in the City; and

WHEREAS, the City submitted a grant application to the California Transportation Commission (CTC) for the Active Transportation Program (ATP), Cycle 4 grant program, administered by California Department of Transportation (CALTRANS) for the purposes of increasing the use of active modes of transportation; and

WHEREAS, segment five of the Bayshore Bikeway (Project) is proposed to be located adjacent to and on District Tidelands and generally on Marina Way from 32nd Street to Bay Marina Drive, Bay Marina Drive from Marina Way to McKinley Avenue, and McKinley Avenue from Bay Marina Drive to Civic Center Drive; and

WHEREAS, the California Harbors and Navigation Code, Appendix 1 (Port Act) Section 30.5 specifies that the District may make capital expenditures between \$100,000 to \$1,000,000 outside District tidelands for transportation facilities like the Project conditioned on giving the California State Lands Commission (SLC) written notice of the proposed expenditure at least 60 days prior to making said expenditure (Section 30.5 Notice); and

WHEREAS, in July 2018, the BPC approved \$900,000 in match funding from the MIIF, contingent on an expiration of the Section 30.5 Notice, the City successfully receiving ATP grant funds for the Project, and environmental review in accordance with the California Environmental Quality Act (CEQA) being conducted for the Project; and

WHEREAS, when completed, the Bayshore Bikeway will serve as a connector that links the District's five member cities and provide access to the waterfront; and

WHEREAS, the total Project cost is estimated at approximately \$6,400,000; and

WHEREAS, District staff has budgeted MIIF funds of \$200,000 for the Project's environmental clearance, topographic survey, and preliminary engineering to be spent in FY20 (collectively, Phase 1), and \$700,000 for final design and permitting to be spent in FY21 (collectively, Phase 2); and

WHEREAS, none of the funding subject to this MOU shall be spent on construction of the Project; and

WHEREAS, funding of Phase 2 is expressly conditioned upon the adoption of the CEQA review for the Project; and

WHEREAS, the total \$900,000 is to be used for the purposes of matching ATP grant funds.

NOW THEREFORE, for valuable consideration, the parties agree as follows:

1. This MOU shall be effective on the 1st day of November 2019 (Effective Date).

2. The term of this MOU shall be three (3) years from the Effective Date.

3. The District shall, pursuant to the terms of this MOU, reimburse the City up to \$200,000 for the Project's environmental clearance, topographic survey, and preliminary engineering, anticipated to be spent in fiscal year (FY) 20, and also reimburse the City up to \$700,000 for final design and permitting, anticipated to be spent in FY21.

4. The City shall be solely responsible for the Project and shall act as overall program manager for the implementation of the Project. The design and construction of the Project may be carried out by the contractor retained by the City, with prevailing wages paid, and under the management and direction of the City.

5. The District shall not pay the City for Phase 2 until and unless the CEQA review for the Project has been approved by the appropriate CEQA lead agency and responsible agency(ies) (collectively, CEQA Agencies). This MOU shall not in any manner impede, reduce or divest the CEQA Agencies from their legal discretion, including, without limitation, the approval or disapproval of the Project, adoption of conditions related to the Project, and adoption of feasible mitigation measures, alternatives, including the no Project alternative or a statement of overriding considerations, if applicable.

6. As a prerequisite for payment, the City shall invoice the District for costs associated with the Project. The invoice shall be accompanied by invoices and receipts from the entitlement and design consultant(s) and proof of payment by the City for the work.

7. Invoices shall include documentation, to the satisfaction of the District, of all work performed. All invoices for reimbursement shall be received by the District before the MOU term expires.

8. The District will review invoices submitted by the City. If the services rendered fall within the scope of this MOU, the District will use commercially reasonable efforts to reimburse the City within thirty (30) days of receipt of the qualifying invoice.

9. The City is solely responsible for the remaining funds necessary to complete the Project over and above the \$900,000 in MIIF funds provided by the District under this MOU. The City's funding may come from grants or other sources as determined by the City.

10. If the Project is not completed by the end of the MOU term, both parties shall execute a written amendment to this MOU extending the term. The Executive Director of the District, and the City Manager of the City, are each hereby granted authority to extend the term of the MOU up to a total term of seven (7) years under this Section without returning to the BPC, or the City Council, respectively. Any extensions described in this Section also extend the respective FY reimbursement deadlines in Section 3 and otherwise described in this MOU.

11. The District shall submit the Section 30.5 Notice to SLC, notifying SLC of the MOU and District's commitments thereunder within ten (10) days of the final execution of the MOU.

12. The District has no obligation under the MOU until the Section 30.5 Notice period expires without objection from the SLC.

13. The Project's purpose is to:

- a. Construct segment five of SANDAG's Bayshore Bikeway;
- b. Enhance bicycle connections to public transit, parks, and the working waterfront including Naval Base San Diego and District tenant shipyards and other industrial businesses; and
- c. Promote safe and viable bicycle and public transportation as mobility choices.

14. The MIIF funds shall be used solely for the following purposes and for no other purposes:

- a. Environmental clearance,
- b. Topographic surveys,
- c. Preliminary engineering,
- d. Final design, and

e. Permitting.

15. The City shall indemnify and hold harmless the District and its commissioners, respective officers, directors, members, employees, agents, partners, joint ventures', affiliates, successors and assigns (collectively and individually, Indemnified Party) from and against any and all liabilities, obligations, claims, demands, causes of action, legal challenges, litigation, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorney's fees incident thereto (collectively Claim), arising out of, based upon, or occasioned by or in connection with:

- a. The City's performance of (or failure to perform) the Project;
- b. A violation of any laws or any actions or failure to act by the City or its affiliates, contractors, subcontractors, agents or employees during performance of the Project;
- c. The approval of this MOU and approval of funding of the Project;
- d. A breach of this MOU by the City or its contractor or any of its affiliates, subcontractors, agents or employees; and
- e. Injuries allegedly suffered by City's employees, affiliates, contractors, subcontractors, agents or any other person where such are associated with the Project.

The aforesaid obligation of indemnity shall be construed to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the Indemnified Party, from and after the time at which the Indemnified Party receives notification (whether verbal or written) that a Claim is to be made or may be made. This Section shall survive the term of this MOU and shall be in full force and effect for a period that any Claim may be made against the Indemnified Party. The District may participate in any defense of a Claim, choose counsel of its choice and the City shall reimburse the District all reasonable attorneys' fees and costs. The City's duty to indemnify, and hold harmless described in this Section shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

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IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

CITY OF NATIONAL CITY

SAN DIEGO UNIFIED PORT DISTRICT

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

Approved as to form and legality:
GENERAL COUNSEL

By: _____
Roberto M. Contreras
Deputy City Attorney

By: _____
Assistant/Deputy

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT
(PORT) AND THE CITY OF NATIONAL CITY FOR FUNDING FOR DESIGN AND
ENTITLEMENTS FOR THE BAYSHORE BIKEWAY SEGMENT FIVE**

WHEREAS, in July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Bayshore Bikeway – Segment 5 Project; and

WHEREAS, the project will provide nearly 1.5 miles of protected bicycle facilities along McKinley Avenue and Marina Way in the City of National City; and

WHEREAS, in January 2019, City staff received notification from Caltrans that the City had been awarded Federal ATP funds in the amount of \$5,421,000, which requires a local match from the City of \$70,000; and

WHEREAS, the remaining \$900,000 match is available through the San Diego Unified Port District’s Maritime Industrial Impact Fund (MIIF), resulting in a total project cost of \$6,391,000; and

WHEREAS, the Memorandum of Understanding between the City of National City and the San Diego Unified Port District (Port) outlines the terms of use of MIIF funds for the project; and

WHEREAS, the Port has budgeted \$200,000 for the project’s environmental clearance, topographic survey, and preliminary engineering for Fiscal Year 2020, and \$700,000 for final design and permitting to for Fiscal Year 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Memorandum of Understanding (MOU) between the San Diego Unified Port District (Port) and the City of National City for funding for design and entitlements for the Bayshore Bikeway Segment Five.

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

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) awarding a contract to Baker Electric, Inc. in the amount of \\$336,104.36 for the Las Palmas Pool Electrical System Replacement, CIP No. 19-46; 2\) authorizing a 15% contingency in the amount of \\$50,415.65 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING

November 19, 2019

AGENDA ITEM

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Baker Electric, Inc. in the amount of \$336,104.36 for the Las Palmas Pool Electrical System Replacement, CIP No. 19-46; 2) authorizing a 15% contingency in the amount of \$50,415.65 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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

PHONE: 619-336-4312

EXPLANATION:

See attached explanation.

DEPARTMENT: Engineering and Public Works

APPROVED BY: _____



FINANCIAL STATEMENT:

APPROVED: _____

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Contract Award (funds are available through prior City Council CIP Appropriations)

Expenditure Account: 001-409-500-598-1500 (Facilities Upgrades – Tier 1 Projects) - \$336,104.36

15% contingency (funds are available through prior City Council CIP Appropriations)

Expenditure Account: 001-409-500-598-1500 (Facilities Upgrades – Tier 1 Projects) - \$50,415.65

ENVIRONMENTAL

A CEQA Notice of Exemption was filed with the County Recorder's Office November 5, 2019.

ORDINANCE: INTRODUCTION

FINAL ADOPTION

STAFF

Adopt Resolution awarding a contract to Baker Electric, Inc. in the amount of \$336,104.36 for the Las Palmas Pool Electrical System Replacement, CIP No. 19-46.

BOARD / COMMISSION

N/A

ATTACHMENTS

1. Explanation
2. Bid Opening Summary
3. Two Lowest Bidders Summary
4. Owner-Contractor Agreement
5. Resolution

Explanation

On April 3, 2018, at the City Council Workshop, the Engineering and Public Works Department presented the Capital Improvement Program Needs Assessment with an objective of evaluating, prioritizing and identifying funding options for the repair, replacement and expansion of the City's physical infrastructure, facilities, parks, and fleet. As a part of the Needs Assessment, the Las Palmas Pool Electrical System Replacement project was identified as a Tier 1 project, where a Tier 1 project is defined as an urgent project based on public health and safety. Staff has been working on the electrical design with Randall Lamb Associates, Inc. as well as coordinating with San Diego Gas and Electric to grant an easement to underground, construct and/or maintain electrical and communications facilities that service Las Palmas Municipal Pool and Camacho Recreation Center.

The project includes a new SDG&E 480/277 volt service to the Las Palmas Pool, replacement of all existing electrical equipment in the Las Palmas Pool main electrical room, extension and reconnection of all existing feeders and branch circuits to the new electrical equipment, and a new sub-feed from the Las Palmas Pool electrical system to the Camacho Recreation Center.

On October 9, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On October 11, 2019 and October 14, 2019, the bid solicitation was advertised in local newspapers.

On October 28, 2019, two (2) bids were received by the 2:00 p.m. Bid results were immediately available for viewing on PlanetBids. Baker Electric, Inc. was the apparent lowest bidder with a total bid amount of \$336,104.36. Upon review of all documents submitted, Baker Electric, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to Baker Electric, Inc. in the not-to-exceed amount of \$336,104.36.

Staff also recommends authorizing a 15% contingency in the amount of \$50,415.65 to address any unforeseen conditions that may arise.

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

Construction is estimated to be completed by Spring 2020. Updates will be provided on the City's CIP website at: nationalcityprojects.com.



BID OPENING RESULTS

NAME: LAS PALMAS POOL ELECTRICAL SYSTEM
REPLACEMENT

CIP NO: 19-46

DATE: Monday, October 28, 2019

TIME: 2:00 P.M.

ESTIMATE: \$400,000

PROJECT ENGINEER: Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1.	Baker Electric 1298 Pacific Oaks Place Escondido, CA 92029	\$336,104.36	Bond
2.	Global Power Group, Inc. 12060 Woodside Ave. Lakeside, CA 92040	\$426,400.00	Bond

Bid Results for Las Palmas Pool Electrical System Replacement, CIP No. 19-46									
Item No.	Description	Unit	Qty.	Baker Electric		Global Power Group, Inc.		Extension (Quantity x Unit Price)	Extension (Quantity x Unit Price)
				Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)		
1	Mobilization	LS	1	\$2,500.00	\$2,500.00	\$40,000.00	\$40,000.00		
2	Las Palmas Pool Electrical System Replacement	LS	1	\$332,604.36	\$332,604.36	\$375,400.00	\$375,400.00		
3	Water Quality Control	LS	1	\$0.00	\$0.00	\$6,500.00	\$6,500.00		
4	Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00		
				Total	\$336,104.36				\$426,400.00

OWNER - CONTRACTOR AGREEMENT

LAS PALMAS POOL ELECTRICAL SYSTEM REPLACEMENT, CIP NO. 19-46

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Baker Electric, Inc.** ("Contractor"), 1298 Pacific Oaks Place, Escondido, CA 92029 on the **19th day of November, 2019**, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit "A", (hereinafter "Contract Documents"), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS


This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:


(Initial)


(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Alejandra Sotelo-Solis
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

Contractor:

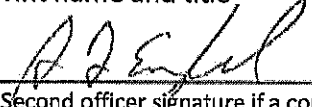
Baker Electric, Inc.



(Owner/Officer signature)

Ted N. Baker, President

Print name and title



(Second officer signature if a corporation)

George England, Vice President

Print name and title

24360

Contractor's City Business License No.

161756 - C10, C46, C7, A, B

State Contractor's License No. and Class

1298 Pacific Oaks Place

Business street address

Escondido, CA 92029

City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

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

CORPORATE CERTIFICATE

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

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

Corporate Seal: _____

N/A

PARTNERSHIP CERTIFICATE

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____ (Notary Seal)

known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

A/W

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. _____, passed the **19th day of November, 2019** has awarded to **Baker Electric, Inc.**, hereinafter designated as the "Principal", the LAS PALMAS POOL ELECTRICAL SYSTEM REPLACEMENT, CIP NO. 19-46.

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

NOW, THEREFORE, we, the Principal and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City Council of the City of National City hereinafter called the "Council", in the penal sum of **Three Hundred Thirty Six Thousand, One Hundred Four, and Thirty Six Cents (\$336,104.36)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

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

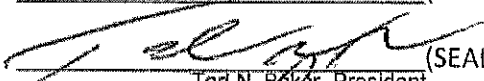
IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the 7th day of November, 20 19.


Fidelity and Deposit Company of Maryland (SEAL)

Baker Electric, Inc. (SEAL)

 (SEAL)

 (SEAL)

Sarah Myers, Attorney-in-Fact (SEAL)

Ted N. Baker, President (SEAL)
 (SEAL)

George England, Vice President

Surety

Principal

Please see attached California All-Purpose Acknowledgment

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: _____

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On NOV 07 2019 before me, Rachel A. Mullen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sarah Myers
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~is~~) whose name(~~is~~) is/~~is~~ subscribed to the within instrument and acknowledged to me that ~~it~~/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(~~is~~), or the entity upon behalf of which the person(~~is~~) 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 Rachel A. Mullen
Signature of Notary Public Rachel A. Mullen



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

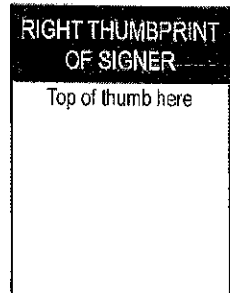
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Surety Company

Signer's Name: _____

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



Signer is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of November, 2019.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way Schaumburg, IL
60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Lawrence F. McMahon, Maria Guise, Sarah Myers, Ryan E. Warnock and Rachel A. Mullen, all of San Diego, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of September, A.D. 2019.



By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires July 9,
2023

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. _____, passed the 19th day of November, 2019 has awarded to **Baker Electric, Inc.**, hereinafter designated as the "Principal", the LAS PALMAS POOL ELECTRICAL SYSTEM REPLACEMENT, CIP NO. 19-46.

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

NOW, THEREFORE, we, the Principal and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City Council of the City of National City, hereinafter called the "Council", in the penal sum of **Three Hundred Thirty Six Thousand, One Hundred Four, and Thirty Six Cents (\$336,104.36)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 7th day of November, 2019.

Fidelity and Deposit Company of Maryland (SEAL)

 (SEAL)

Sarah Myers, Attorney-in-Fact (SEAL)

Surety

Baker Electric, Inc. (SEAL)

 (SEAL)
Ted N. Baker, President

 (SEAL)
George England, Vice President

Principal

Please see attached California All-Purpose Acknowledgment

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego }

On NOV 07 2019 before me, Rachel A. Mullen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sarah Myers
Name(s) of Signer(s)

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



Place Notary Seal Above

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 Rachel A. Mullen
Signature of Notary Public Rachel A. Mullen

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

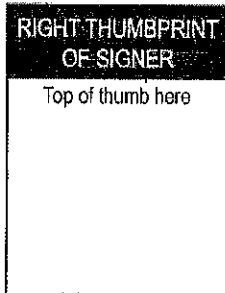
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

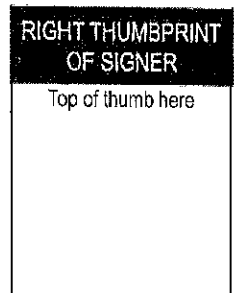
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Surety Company

Signer's Name: _____

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



Signer is Representing:

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of November, 2019.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way Schaumburg, IL
60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Lawrence F. McMahon, Maria Guise, Sarah Myers, Ryan E. Warnock and Rachel A. Mullen, all of San Diego, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bouds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland. in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of September, A.D. 2019.



By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public
My Commission Expires: July 9,
2023

RESOLUTION NO. 2019 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO BAKER ELECTRIC, INC. IN THE AMOUNT OF \$336,104.36 FOR THE LAS PALMAS POOL ELECTRICAL SYSTEM REPLACEMENT, CIP NO. 19-46; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$50,415.65 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, on April 3, 2018, at the City Council Workshop, the Engineering and Public Works Department presented the Capital Improvement Program Needs Assessment with an objective of evaluating, prioritizing and identifying funding options for the repair, replacement and expansion of the City's physical infrastructure, facilities, parks, and flee; and

WHEREAS, the Las Palmas Pool Electrical System Replacement Project was identified as a Tier 1 project, where a Tier 1 project is defined as an urgent project based on public health and safety; and

WHEREAS, staff has been working on the electrical design with Randall Lamb Associates, Inc. as well as coordinating with San Diego Gas and Electric to grant an easement to underground, construct and/or maintain electrical and communications facilities that service Las Palmas Municipal Pool and Camacho Recreation Center; and

WHEREAS, the Las Palmas Pool Electrical System Replacement Project includes a new SDG&E 480/277 volt service to the Las Palmas Pool, replacement of all existing electrical equipment in the Las Palmas Pool main electrical room, extension and reconnection of all existing feeders and branch circuits to the new electrical equipment, and a new sub-feed from the Las Palmas Pool electrical system to the Camacho Recreation Center; and

WHEREAS, on October 9, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors and on October 11, 2019 and October 14, 2019, the bid solicitation was advertised in local newspapers; and

WHEREAS, on October 28, 2019, two (2) bids were received by the 2:00 p.m. deadline with Baker Electric, Inc. being the apparent lowest bidder with a total bid amount of \$336,104.36; and

WHEREAS, upon review of all documents submitted, Baker Electric, Inc.'s bid was deemed responsive, and lowest responsible bidder qualified to perform the work as described in the project specifications with an estimated completion date of Spring 2020; and

WHEREAS, staff recommends awarding a contract to Baker Electric, Inc.'s in the not to exceed amount of \$336,104.36 and to authorize a 15% contingency in the amount of \$50,415.65 for any unforeseen conditions that may arise.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract of the Las Palmas Pool Electrical System Replacement Project CIP No. 19-46 to the lowest responsive, responsible bidder, to wit:

BAKER ELECTRIC, INC.

BE IT FURTHER RESOLVED, by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the not to exceed amount of \$336,104.36 with Baker Electric, Inc. for the Las Palmas Pool Electrical System Replacement Project CIP No. 19-46. Said contract is on file in the City Clerk's Office.

BE IT FURTHER RESOLVED, that the City Council of the City of National City authorizes a 15% contingency in the amount of \$50,415.65 for any unforeseen changes.

PASSED and ADOPTED this 19th day of November, 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 Quitclaim Deed for an easement across the parcel of land located at 405 W. 18th Street \(A.P.N. 559 085 08 00\) to San Diego Habitat for Humanity. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO.

ITEM TITLE:

A Resolution of the City Council of the City of National City granting a Quitclaim Deed for an easement across the parcel of land located at 405 W. 18th Street (A.P.N. 559 085 08 00) to San Diego Habitat for Humanity.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY:



EXPLANATION:

Community Development Commission of the City of National City is the owner of a parcel of land located at 405 W. 18th Street on the northwest corner of the intersection of Harding Avenue and W. 18th Street. There is an existing sewer easement on this property. There are no existing sewer facilities in this sewer easement due to abandonment of a sewer main. Therefore, staff has determined that the sewer easement is no longer required.

Community Development Commission of the City of National City is requesting that the City of National City quit claim the abandoned sewer main easement for future development of the property.

The easement area is more particularly described in Exhibits A and B (attached).

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Quitclaim Deed Document
2. Legal Description and Plat Map
3. Resolution

RECORDING REQUESTED BY:

City of National City,
a Municipal Corporation

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

Successor Agency to
Community Development Commission
as the National City Redevelopment Agency
Attn: Brad Raulston, Executive Director
1243 National City Boulevard
National City, CA 91950

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

APN No. 559-085-08

OFFICIAL BUSINESS

Document Entitled to Free Recording
Per Government Code §§ 6103 & 27383

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENT TRANSFER TAX is \$ 0.00 CITY TAX \$ 0.00

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE CITY OF NATIONAL CITY, A MUNICIPAL CORPORATION IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

Hereby REMISE(s) AND FOREVER QUITCLAIM(s) to

COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY ACTING IN ITS CAPACITY AS THE HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, A PUBLIC BODY, CORPORATE AND POLITIC OF THE STATE OF CALIFORNIA.

that property in the City of National City, County of San Diego, State of California, described as:

An easement for sewer and incidental purposes as recorded in Book 725, Page 88 of Official records.

As shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

Dated: _____

By: _____
Alejandra Sotelo-Solis, Mayor

A notary 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 to the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
County of _____) ss

On _____ before me, Michael R. Dalla -- City Clerk

Date Name and Title of Officer
personally appeared Alejandra Sotelo-Solis, Mayor 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 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michael R. Dalla -- City Clerk

EXHIBIT "A"

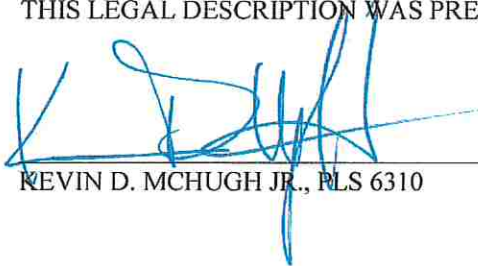
LEGAL DESCRIPTION

ALL THAT PORTION OF A 10 FOOT WIDE EASEMENT GRANTED TO THE CITY OF NATIONAL CITY, A MUNICIPAL CORPORATION AS DESCRIBED IN A DOCUMENT RECORDED FEBRUARY 25, 1936 IN BOOK 752, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA, LYING WITHIN LOT 14, BLOCK 146, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, MAP OF NATIONAL CITY, CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1882, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 10 FEET OF SAID LOT 14.

CONTAINING 1,150 SF ±

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



KEVIN D. MCHUGH JR., PLS 6310

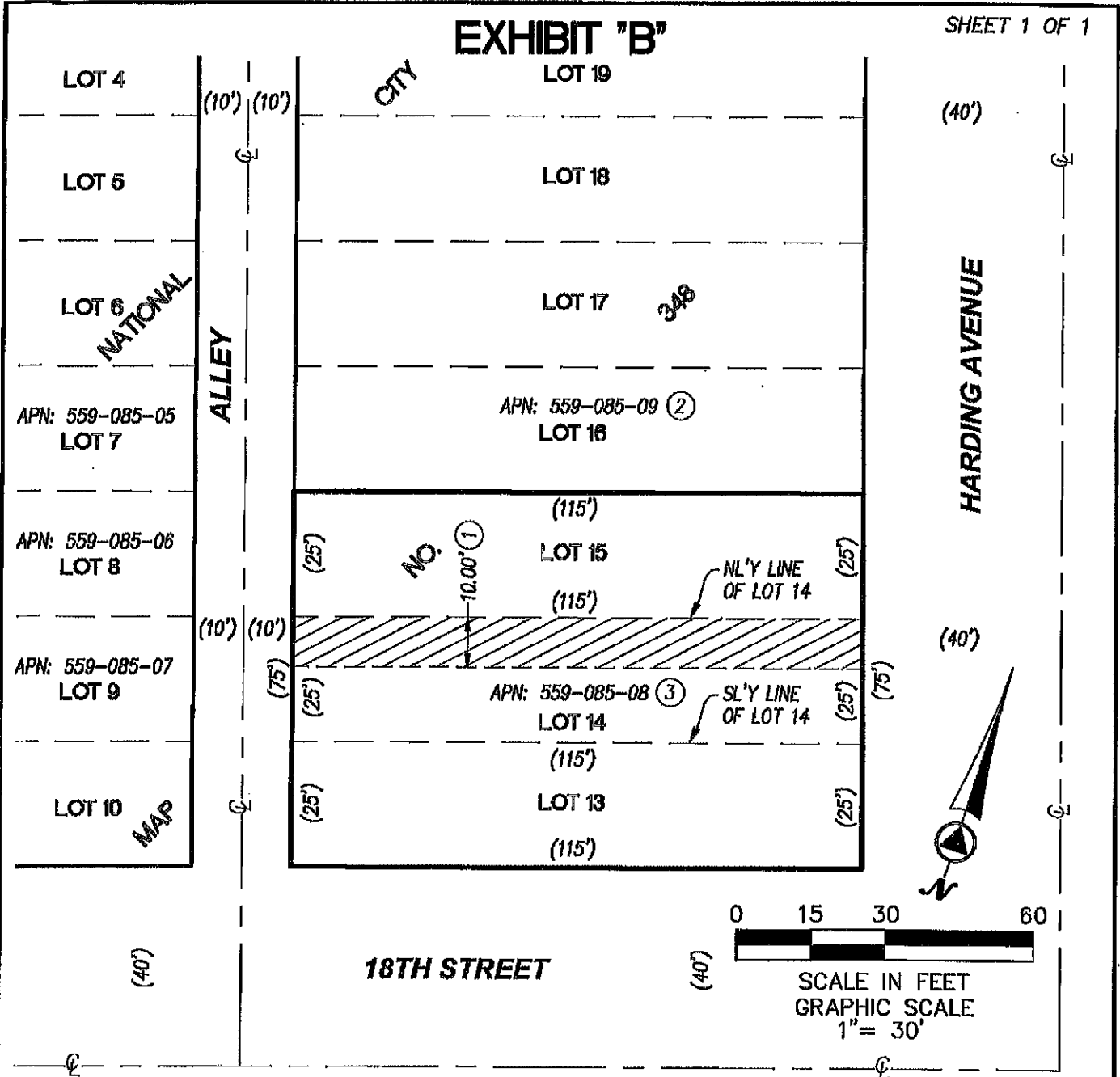
10/30/19


DATE:



EXHIBIT "B"

SHEET 1 OF 1



-  INDICATES EASEMENT AREA TO BE VACATED
1,150 SF± / 0.026 AC.
- ① EASEMENT GRANTED TO THE CITY OF NATIONAL CITY,
REC. 2/25/1936 IN BOOK 752, PAGE 88.
- ② GRANT DEED TO HERRERA, REC. 9/11/2013
AS INSTRUMENT NO. 2013-0561597, OR.
- ③ GRANT DEED TO COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF
NATIONAL CITY ACTING ITS CAPACITY AS THE HOUSING AUTHORITY OF THE CITY
OF NATIONAL CITY, REC. 8/01/2012 AS INSTRUMENT NO. 2012-0450064, OR.
- () M&R PER MAP NO. 348.



Planning ▲ Engineering ▲ Surveying
SOLVED
200 East Washington Ave., Suite 200
Escondido, CA 92025
P. 760.741.3570
F. 760.741.1786
www.masson-assoc.com

EASEMENT VACATION PLAT

WITHIN LOT 14, BLOCK 146 OF
NATIONAL CITY, MAP NO. 348
CITY OF NATIONAL CITY

RESOLUTION NO. 2019 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
GRANTING A QUITCLAIM DEED FOR AN EASEMENT ACROSS THE PARCEL OF
LAND LOCATED AT 405 W. 18TH STREET (A.P.N. 559 085 08 00) TO THE SAN
DIEGO HABITAT FOR HUMANITY**

WHEREAS, the Community Development Commission of the City of National City is the owner of a parcel of land located at 405 W. 18th Street on the northwest corner of the intersection of Harding Avenue and W. 18th Street; and

WHEREAS, there are no existing sewer facilities in this sewer easement due to abandonment of a sewer main; and

WHEREAS, the Community Development Commission of the City of National City is requesting that the City of National City quitclaim the abandoned sewer main easement to the San Diego Habitat for Humanity for future development of the property.

NOW, THEREFORE, BE IT RESOLVED, that the City of National City hereby authorizes the Mayor to execute a Quitclaim Deed for an easement across the parcel of land located at 405 West 18th Street (A.P.N. 559 085 08 00) to the San Diego Habitat for Humanity for future development of the property.

PASSED and ADOPTED this 19th day of November, 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 accepting and authorizing the Mayor to sign an Encroachment and Removal Agreement with Karim Mansour to install 3 canopies to overhang the public right of way at 322 through 330 Highland Avenue.](#)
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign an Aerial Encroachment Permit and Agreement with the property owner to install three canopies to overhang the public right of way at 322 through 330 Highland Avenue.

PREPARED BY: Charles Nissley, Sr. Civil Engineering

DEPARTMENT: Engineering/Public Works

PHONE: 336-4396

APPROVED BY:



EXPLANATION:

Karim Mansour, owner of the property located at 322 through 330 Highland Avenue, has an approved grading plan for a proposed new mixed-use building. The building design will incorporate three canopies that will encroach over the public right of way, requiring Mr. Mansour to obtain an aerial encroachment easement for each of the three canopies. Mr. Mansour is requesting that the Mayor execute the attached Aerial Encroachment Permit and Agreement so he can move forward with his project.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution accepting and authorizing the Mayor to sign an Aerial Encroachment Permit and Agreement with the property owner to install three canopies to overhang the public right of way at 322 through 330 Highland Ave

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Aerial Encroachment Permit and Agreement
2. Insurance Certification
3. Resolution

ENCROACHMENT PERMIT AND AGREEMENT
(Commercial)

The City Of National City hereby grants an Encroachment Permit to the undersigned, Karim Mansour (hereinafter referred to as "OWNER"), in accordance with and pursuant to the terms and conditions set forth in Chapter 13.12 of the National City Municipal Code.

OWNER is the owner of that certain real property described in the attached Exhibit "A", or is an owner of personal property that is proposed to be installed in the public right-of-way or other public property of the City of National City, County of San Diego, State of California. The OWNER, in consideration of this grant of permission by the City of National City (hereinafter referred to as "CITY") to install and maintain certain personal property or a building, facility, or other structure (hereafter designated from time to time as an "encroachment") within or upon a CITY easement, property, or right-of-way for the use and benefit of OWNER'S property and adjacent lands, now covenants and agrees as follows:

The site of installation and any description of OWNER'S encroachment is described in Exhibit "B", attached.

The terms and conditions under which the encroachment is to be installed and maintained are as follows:

1. Upon notification in writing by the City Engineer, the above described encroachment shall be abandoned, removed, or relocated by OWNER at the owner's sole expense.
2. The said encroachment shall be maintained in a safe and sanitary condition at all times at the sole cost, risk, and responsibility of OWNER and any successor in interest, who shall hold CITY harmless with respect thereto.
3. This Permit and Agreement, when made for the direct benefit of OWNER's land or property described above, and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of OWNER. Should OWNER or its successors fail to remove or relocate the encroachment herein permitted within thirty (30) days after notice of removal or relocation from the CITY, CITY may cause such removal or relocation to be done at OWNER's sole cost and expense, which shall be a lien upon said land. A copy of this Encroachment Agreement shall be recorded against any real property of the owner's that is hereby benefited by the encroachment. Upon request by CITY, PERMITTEE shall record this Encroachment Agreement with the County of San Diego, County Recorder's Office, and upon recordation shall return the original to the CITY.
4. OWNER shall indemnify, defend, and hold harmless CITY and its officers, agents, and employees from all liability, loss, costs, claims, demands, suits, and defense costs, including attorneys' fees, arising out of Owner's entry upon and use of City's easement or right-of-way for the installation, maintenance, and use of the owner's encroachment.
5. OWNER and each successor in interest or assign shall take out and maintain, during the time the encroachment remains on CITY's easement or right-of-way, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering all bodily and property damage arising out of this Encroachment Agreement.

This policy shall name CITY and its officers, agents, and employees as additional insured, and shall constitute primary insurance as to CITY and its officers, agents, and employees, so that any other policies held by CITY shall not contribute to any loss under said insurance. Said policy shall

provide for thirty (30) days prior written notice to CITY of cancellation or material change. Prior to commencement of this Encroachment Agreement, OWNER shall furnish CITY a certificate of insurance with original endorsements evidencing the coverage required by this section. Should owner fail to do so, City may elect to obtain such coverage at OWNER'S expense or immediately terminate this Agreement.

6. The full terms and conditions under which this Encroachment Permit is issued are further set forth in Chapter 13.12 of the National City Municipal Code, which terms OWNER hereby specifically acknowledges and agrees to. Owner also acknowledges that those terms and conditions include, without limitation, the following:

a. The City reserves the right to charge the Owner "fair and reasonable" compensation for the use of CITY property retroactive to the date of construction or installation of the encroachment.

b. The CITY can require the removal, relocation, or undergrounding of the encroachment when deemed necessary and feasible by and in the sole discretion of the City Engineer at owner's expense.

7. This encroachment Permit is not valid and confers no rights to install and maintain an encroachment until it is accepted by the Owner.

DATED: 10/24/19

CITY OF NATIONAL CITY


Alejandra Sotelo-Solis, Mayor

California All-Purpose
Acknowledgement
See Attachment

PERMITTEE:

Highland Views, LLC

Entity/Company

 10/24/19

Signature

Karim Mansour, president

Name & Title

ATTACH NOTARY CERTIFICATION FOR THE NAME OF PERMITTEE SHOWN ABOVE.
USE CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT NOTARY ONLY.

PERMITTEE/APPLICANT INFORMATION:

Karim Mansour
Person in Responsible Charge

(558) 204-2152
24/7 Phone Number

Highland Views, LLC
Firm Name

Mailing Address:

4646 Raudto Reposo
Del Mar, CA 92014

PLAT SHOWING LOCATION OF STRUCTURES, EASEMENT, OR RIGHT-OF-WAY, AND SEWER AND/OR DRAINAGE FACILITIES: SEE EXHIBIT "B", ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
 County of **San Diego**

On OCTOBER 24, 2019 before me, **Sara Gonzalez Castro, Notary Public,**

personally appeared ABDUL KARIM MANSOUR

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 



----- OPTIONAL -----

This information not required by law, but may prevent fraudulent removal and reattachment to another document.

Title/Type of Document ENCROACHMENT PERMIT & AGMT

Document Date 10.24.19 Number of Pages (6)

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name _____

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

Right Thumbprint
Of Signer

Signer Is Representing _____

Signer's Name _____

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

Right Thumbprint
Of Signer

Signer Is Representing _____

EXHIBIT "A"

CANOPY 1

LOCATION: EAST SIDE OF BUILDING OVER SUITES C, D AND E, EXTENDING A MAXIMUM OF 42" BEYOND PROPERTY LINE

HEIGHT: UNDERSIDE OF OVERHANG @ 12'-4" ABOVE SIDEWALK AT SOUTH END, 11'-3" ABOVE SIDEWALK AT NORTH END

THICKNESS: APPROXIMATELY 12" (VARIES WITH SLOPE AT TOP SIDE)

MATERIAL: FACE AND UNDERSIDE WRAPPED IN ALUMINUM (OR SIM PANELIZED MATERIAL), ROOFING MEMBRANE / DECK SURFACE AT TOP SIDE

SIGNAGE: 3-DIMENSIONAL LETTERING ATTACHED TO TOP SIDE OF CANOPY NEAR THE OUTSIDE EDGE OF THE OVERHANG, MAX 24" TALL

CANOPY 2

LOCATION: EAST SIDE OF BUILDING OVER SUITE B, EXTENDING A MAXIMUM OF 42" BEYOND PROPERTY LINE

HEIGHT: UNDERSIDE OF OVERHANG @ 10'-3" ABOVE SIDEWALK AT WEST END, 9'-3" ABOVE SIDEWALK AT EAST END

THICKNESS: APPROXIMATELY 12" (VARIES WITH SLOPE AT TOP SIDE)

MATERIAL: FACE AND UNDERSIDE WRAPPED IN ALUMINUM (OR SIM PANELIZED MATERIAL), ROOFING MEMBRANE / DECK SURFACE AT TOP SIDE

CANOPY 3

LOCATION: SOUTH SIDE OF BUILDING OVER SUITE A, EXTENDING A MAXIMUM OF 52" BEYOND PROPERTY LINE

HEIGHT: UNDERSIDE OF OVERHANG @ 9'-6" ABOVE SIDEWALK

THICKNESS: APPROXIMATELY 7"

MATERIAL: FACE AND UNDERSIDE WRAPPED IN ALUMINUM (OR SIM PANELIZED MATERIAL), ROOFING MEMBRANE AT TOP SIDE

CABLE SUPPORTS: (2) ATTACHMENT TO TOP SIDE OF CANOPY SLOPING BACK TO BUILDING FACE AT 45°

SIGNAGE: 3-DIMENSIONAL LETTERING ATTACHED TO TOP SIDE OF CANOPY NEAR THE OUTSIDE EDGE OF THE OVERHANG, MAX 24" TALL













EXHIBIT "B"

AERIAL ENCROACHMENT AREA

APN: 556-127-05

CANOPY 1

PARCEL 1

AN AERIAL ENCROACHMENT FOR A CANOPY WITH A MINIMUM VERTICAL CLEARANCE OF 11.25 FEET MEASURED FROM THE FINISH SURFACE OF THE SIDEWALK TO THE BOTTOM OF THE CANOPY ENCROACHING OVER THAT PORTION OF THE WESTERLY ONE-HALF OF HIGHLAND AVENUE BEING A PORTION OF THE SOUTHERLY ONE-HALF OF THE EASTERLY QUARTER OF 10 ACRE LOT 13, IN QUARTER SECTION 155 OF RANCHO DE LA NACION IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO.166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DEIGO COUNTY, MAY 11, 1869, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A LEAD AND DISC STAMPED LS 7655 IN CONCRETE AT THE MOST NORTHERLY CORNER OF RECORD OF SURVEY MAP NO. 22919, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 05, 2018, SAID POINT BEING IN THE WESTERLY LINE OF HIGHLAND AVENUE HAVING A HALF WIDTH OF FORTY FEET; THENCE ALONG SAID WESTERLY LINE OF HIGHLAND AVENUE SOUTH $17^{\circ}47'06''$ EAST 15.49 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE AT RIGHT ANGLES TO SAID WESTERLY LINE OF HIGHLAND AVENUE NORTH $72^{\circ}12'54''$ EAST 3.50 FEET; THENCE PARALLEL WITH SAID WESTERLY LINE OF HIGHLAND AVENUE SOUTH $17^{\circ}47'06''$ EAST 65.12 FEET; THENCE AT RIGHT ANGLES TO SAID WESTERLY LINE OF HIGHLAND AVENUE SOUTH $72^{\circ}12'54''$ WEST 3.50 FEET TO SAID WESTERLY LINE OF HIGHLAND AVENUE; THENCE ALONG SAID WESTERLY LINE NORTH $17^{\circ}47'06''$ WEST 65.12 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA=228 SQUARE FEET MORE OR LESS

CANOPY 2

PARCEL 2

AN AERIAL ENCROACHMENT FOR A CANOPY WITH A MINIMUM VERTICAL CLEARANCE OF 9.25 FEET MEASURED FROM THE FINISH SURFACE OF THE SIDEWALK TO THE BOTTOM OF THE CANOPY ENCROACHING OVER THAT PORTION OF THE WESTERLY ONE-HALF OF HIGHLAND AVENUE BEING A PORTION OF THE SOUTHERLY ONE-HALF OF THE EASTERLY QUARTER OF 10 ACRE LOT 13, IN QUARTER SECTION 155 OF RANCHO DE LA NACION IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO.166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DEIGO COUNTY, MAY 11, 1869, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A LEAD AND DISC STAMPED LS 7655 IN CONCRETE AT THE MOST NORTHERLY CORNER OF RECORD OF SURVEY MAP NO. 22919, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 05, 2018, SAID POINT BEING IN THE WESTERLY LINE OF HIGHLAND AVENUE HAVING A HALF WIDTH OF FORTY FEET; THENCE ALONG SAID WESTERLY LINE OF HIGHLAND AVENUE SOUTH 17°47'06" EAST 95.73 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE AT RIGHT ANGLES TO SAID WESTERLY LINE OF HIGHLAND AVENUE NORTH 72°12'54" EAST 3.50 FEET; THENCE PARALLEL WITH SAID WESTERLY LINE OF HIGHLAND AVENUE SOUTH 17°47'06" EAST 7.80 FEET; THENCE AT RIGHT ANGLES TO SAID WESTERLY LINE OF HIGHLAND AVENUE SOUTH 72°12'54" WEST 3.50 FEET TO SAID WESTERLY LINE OF HIGHLAND AVENUE; THENCE ALONG SAID WESTERLY LINE NORTH 17°47'06" WEST 7.80 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA=27 SQUARE FEET MORE OR LESS

CANOPY 3

PARCEL 3

AN AERIAL ENCROACHMENT FOR A CANOPY WITH A MINIMUM VERTICAL CLEARANCE OF 9.50 FEET MEASURED FROM THE FINISH SURFACE OF THE SIDEWALK TO THE BOTTOM OF THE CANOPY ENCROACHING OVER THAT PORTION OF THE NORTHERLY ONE-HALF OF 4TH STREET BEING A PORTION OF THE SOUTHERLY ONE-HALF OF THE EASTERLY QUARTER OF 10 ACRE LOT 13, IN QUARTER SECTION 155 OF RANCHO DE LA NACION IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO.166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DEIGO COUNTY, MAY 11, 1869, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A LEAD AND DISC STAMPED LS 7655 IN CONCRETE AT THE MOST NORTHERLY CORNER OF RECORD OF SURVEY MAP NO. 22919, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 05, 2018, SAID POINT BEING IN THE WESTERLY LINE OF HIGHLAND AVENUE HAVING A HALF WIDTH OF FORTY FEET; THENCE ALONG SAID WESTERLY LINE OF HIGHLAND AVENUE SOUTH 17°47'06" EAST 125.80 FEET TO THE **TRUE POINT OF BEGINNING**; SAID POINT BEING IN THE NORTHERLY LINE OF 4TH STREET HAVING A HALF WIDTH OF FORTY FEET; THENCE ALONG SAID NORTHELY LINE OF 4TH STREET SOUTH 71°54'08" WEST 75.89 FEET; THENCE AT RIGHT ANGLES TO SAID NORTHERLY LINE OF 4TH STREET SOUTH 18°05'52" EAST 4.33 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE OF 4TH STREET NORTH 71°54'08" EAST 75.89 FEET; THENCE AT RIGHT ANGLES TO SAID NORTHERLY LINE OF 4TH STREET NORTH 18°05'52" WEST 4.33 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA=329 SQUARE FEET MORE OR LESS



EXHIBIT "B"

N71°54'08"E 100.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N72°12'54"E	3.50'
L2	S72°12'54"W	3.50'
L3	N72°12'54"E	3.50'
L4	S72°12'54"W	3.50'
L5	N17°47'06"W	7.80'
L6	N18°05'52"W	4.33'
L7	S18°05'52"E	4.33'

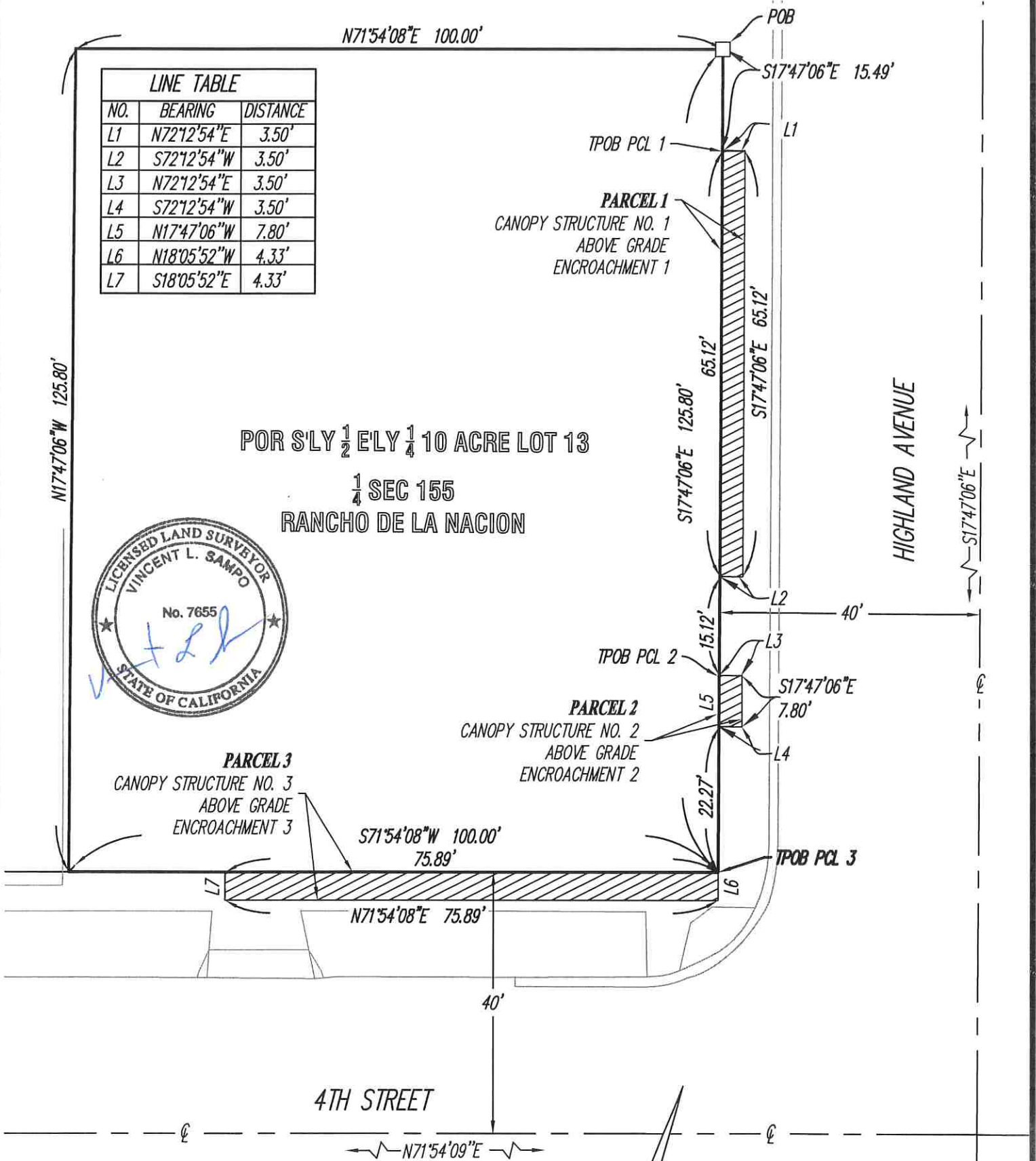
POR S¹/₂ ELY¹/₄ 10 ACRE LOT 13
¹/₄ SEC 155
 RANCHO DE LA NACION



PARCEL 3
 CANOPY STRUCTURE NO. 3
 ABOVE GRADE
 ENCROACHMENT 3

PARCEL 2
 CANOPY STRUCTURE NO. 2
 ABOVE GRADE
 ENCROACHMENT 2

PARCEL 1
 CANOPY STRUCTURE NO. 1
 ABOVE GRADE
 ENCROACHMENT 1



LEGEND

- ENCROACHMENT AREA
- LEAD AND DISC PER ROS 22919
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING

NOTE: BOUNDARY DATA SHOWN HEREON PER ROS 22919

JN: 17-175 10-17-19

SAMPO
 ENGINEERING, INC.

171 SAXONY ROAD, SUITE 213, ENGIN
 TEL.: (760) 436-0660 FAX: (760)

128 of 454



EMRA Closure Calculations: 322 HIGHLAND AVENUE APN:556-127-05

ENCROACHMENT 1

Closure Summary

Precision, 1 part in: 137180000.00'
Error distance: 0.00'
Error direction: N0°00'00"E
Area: 227.92 Sq. Ft.
Square area: 225.97
Perimeter: 137.18'

Point of Beginning

Easting: 16701.0040'
Northing: 9099.9226'

Side 1: Line

Direction: N72°12'54"E
Angle: [-107°47'06"]
Deflection angle: [72°12'54"]
Distance: 3.50'
Easting: 16704.3081'
Northing: 9100.9825'

Side 2: Line

Direction: S17°47'06"E
Angle: [-90°00'00"]
Deflection angle: [90°00'00"]
Distance: 65.12'
Easting: 16724.1988'
Northing: 9038.9746'

Side 3: Line

Direction: S72°12'54"W
Angle: [-90°00'00"]
Deflection angle: [90°00'00"]
Distance: 3.50'
Easting: 16720.8946'
Northing: 9037.9147'

Side 4: Line

Direction: N17°47'06"W
Angle: [-90°00'00"]
Deflection angle: [90°00'00"]
Distance: 65.12'
Easting: 16701.0040'
Northing: 9099.9226'



ENCROACHMENT 2

Closure Summary

Precision, 1 part in: 22540000.00'
Error distance: 0.00'
Error direction: N0°00'00"E
Area: 27.07 Sq. Ft.
Square area: 27.07
Perimeter: 22.54'

Point of Beginning

Easting: 16876.4484'
Northing: 9301.4279'

Side 1: Line

Direction: N72°12'54"E
Angle: [-107°47'06"]
Deflection angle: [72°12'54"]
Distance: 3.50'
Easting: 16879.7525'
Northing: 9302.4878'

Side 2: Line

Direction: S17°47'06"E
Angle: [-90°00'00"]
Deflection angle: [90°00'00"]
Distance: 7.80'
Easting: 16882.1350'
Northing: 9295.0606'

Side 3: Line

Direction: S72°12'54"W
Angle: [-90°00'00"]
Deflection angle: [90°00'00"]
Distance: 3.50'
Easting: 16878.8308'
Northing: 9294.0007'

Side 4: Line

Direction: N17°47'06"W
Angle: [-90°00'00"]
Deflection angle: [90°00'00"]
Distance: 7.80'
Easting: 16876.4484'
Northing: 9301.4279'



ENCROACHMENT 3

Closure Summary

Precision, 1 part in: 160440000.00'
Error distance: 0.00'
Error direction: N0°00'00"E
Area: 328.60 Sq. Ft.
Square area: 328.60
Perimeter: 160.44'

Point of Beginning

Easting: 16927.7013'
Northing: 9142.7127'

Side 1: Line

Direction: S71°54'08"W
Angle: [71°54'08"]
Deflection angle: [-108°05'52"]
Distance: 75.89'
Easting: 16855.5658'
Northing: 9119.1383'

Side 2: Line

Direction: S18°05'52"E
Angle: [90°00'00"]
Deflection angle: [-90°00'00"]
Distance: 4.33'
Easting: 16856.9108'
Northing: 9115.0225'

Side 3: Line

Direction: N71°54'08"E
Angle: [90°00'00"]
Deflection angle: [-90°00'00"]
Distance: 75.89'
Easting: 16929.0464'
Northing: 9138.5969'

Side 4: Line

Direction: N18°05'52"W
Angle: [90°00'00"]
Deflection angle: [-90°00'00"]
Distance: 4.33'
Easting: 16927.7013'
Northing: 9142.7127'

NOV 21 2018

S2018-11-20-10.51.28.000000 P2018-11-19-13.31.17.740000 R2018-11-19-13.31.30.000000



Mercury Casualty Company

Producer's Copy

California Businessowners Policy

Effective Date 01/09/2019

Page 1

Renewal Declaration

*** REMINDER --- THIS POLICY IS DIRECT BILL ***

This declaration supersedes any previous declaration bearing the same number for this policy period. Coverage will lapse and no longer be in effect if payment is not received by the due date.

Named Insured: KARIM MANSOUR

Mailing Address	Producer
KARIM MANSOUR 4646 RANCHO REPOSO DEL MAR CA 92014-4201	AMLI ASSOC. INS AGCY, INC 642 THIRD AVE STE B CHULA VISTA CA 91910

Client Number: 670263

Policy Number	Policy Period From To	Company Name	Producer No.	Producer Phone
CCP0060281	01/09/2019 - 01/09/2020	Mercury Casualty Company	3789	619-827-7600

At 12:01AM Standard Time At Your Mailing Address Shown Above.

Business Description: Office Building

Form of Business: INDIVIDUAL

TOTAL PROPERTY PREMIUM	\$1,107
TOTAL LIABILITY PREMIUM	\$477
OTHER PREMIUM	\$0
TOTAL PREMIUM	\$1,584

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Insurance is provided with respect to those premises described herein and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

LOCATION OF PREMISES

PREM BLDG LOCATION	OCCUPANCY
1 1 322 Highland Ave - # 330 - National City CA 91950-1510	Not Applicable

SECTION I		PROPERTY COVERAGE			
PREM BLDG	COVERAGE	LIMIT OF INSURANCE	VALUATION	DEDUCTIBLE	PREMIUM



Mercury Casualty Company

Producer's Copy

California Businessowners Policy

Effective Date:01/09/2019

Page 2

Policy Number: CCP0060281

Insureds Name: KARIM MANSOUR

1	1	Building	\$636,000	Replacement Cost	\$2,500	\$1,021
1	1	Business Personal Property	\$5,000	Replacement Cost	\$2,500	\$8

Automatic Increase - Building Limit 6% and Business Personal Property 4%
Business Income is provided under BP 00 03 for Actual Loss Sustained.

ADDITIONAL COVERAGE(S)

PREM	BLDG	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
		Equipment Breakdown			\$78

TOTAL PROPERTY PREMIUM \$1,107

SECTION II		LIABILITY COVERAGE	
PREM	BLDG	COVERAGE	PREMIUM

		Bodily Injury & Property Damage Liability Combined Single Limits	\$1,000,000 Per Occurrence/\$2,000,000 Aggregate	\$260
		Personal & Advertising Injury	\$1,000,000 Per Occurrences/\$2,000,000 Aggregate	
		Products & Completed Operations	\$1,000,000 Per Occurrence/\$2,000,000 Aggregate	
		Medical Expenses	\$5,000 Each Person/\$10,000 Each Accident	
		Mercury Plus Liability Endorsement		\$125

Additional Coverages:

		Vacant Land	1-5 acres	\$92
--	--	-------------	-----------	------

TOTAL LIABILITY PREMIUM \$477

Schedule of Forms and Endorsements

It is hereby understood and agreed, in consideration of the premium charged, that the following endorsements are attached to and form part of the aforementioned Policy.

- BP0567 0106 Exclusion of Terrorism
- BP0524 0115 Exclusion of Certified Acts of Terrorism
- BP0542 0115 Exclusion of Punitive Damages Related to a Certified Act of Terrorism

- BP0412 0417 Limitation of Cov to Designated Premises, Project or Operation
- BP0003 0713 Businessowners Coverage Form
- BP0417 0110 Employment - Related Practices Exclusion
- BP0439 0702 Abuse or Molestation Exclusion
- BP0453 0713 Water Back-Up and Sump Overflow
- BP0493 0106 Total Pollution Exclusion with Hostile Fire Exception
- BP0501 0702 Calculation of Premium
- BP0517 0106 Exc - Silica or Silica-Related Dust
- BP05770106 Fungi or Bacteria Exclusion
- MCY BP0646 0713 California - Ordinance or Law Coverage
- BP1504 0514 Exclusion Access or Disclosure of Confidential Info Limited BI
- BPIN01 0713 Businessowners Coverage Form Index
- ILN 018 0903 California Fraud Statement



Mercury Casualty Company

Producer's Copy

California Businessowners Policy

Effective Date: 01/09/2019

Page 3

Policy Number: CCP0060281

Insureds Name: KARIM MANSOUR

MCC EB BOP 0710 Mercury Casualty Company Equipment Breakdown Coverage
 MC BOP 32 0817 Businessowners Amendatory Endorsement
 MC BOP 33 0817 Businessowners Amendatory Plus Endorsement
 MC BOP 50 0817 Two or More Policies Issued by Us
 MC BOP Liability Plus 0512 Mercury Plus Liability Endorsement
Refer to Mercury Plus Liability Endorsement for Coverage Limits Automatically Included

PREM BLDG

1 1 BP0155 0517 California Changes

Vacant Land: 340 Highland Ave. National City CA.
 .06 Acres

FULL POLICY TERM PREMIUM

\$1,584

CREDITS:

A 15% liability credit may be available if you are named as an additional insured on all of your tenants insurance policies. Please contact your agent if this applies to you.

Prem: 1 Bldg: 1 Age Credit, Deductible Credit, Management Credit

Checks or drafts are accepted in payment only if they are honored when first presented.

In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Above Specified (or specified in endorsement attached hereto), this Company, for the term from inception date shown above (At 12:01 A.M. Standard Time) to expiration date shown above (At 12:01 A.M. Standard Time) at location of property involved, to an amount not exceeding the limit of liability specified, does insure the insured named in the Declarations above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair; and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED** to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided by this policy.

M-1 (6/83)

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ACCEPTING AND AUTHORIZING THE MAYOR TO SIGN AN AERIAL
ENCROACHMENT PERMIT AND AGREEMENT WITH KARIM MANSOUR,
PROPERTY OWNER TO INSTALL THREE CANOPIES TO OVERHANG THE PUBLIC
RIGHT OF WAY AT 322 THROUGH 330 HIGHLAND AVENUE**

WHEREAS, Karim Mansour, owner of the properties located at 322 through 330 Highland Avenue, has an approved grading plan for a proposed new mixed-use building; and

WHEREAS, the building design will incorporate three canopies that will encroach over the public right of way, requiring Mr. Mansour to obtain an aerial encroachment easement for each of the three canopies; and

WHEREAS, Mr. Mansour is requesting that the Mayor execute the a Aerial Encroachment Permit and Agreement so he can move forward with his project; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to sign an Aerial Encroachment Permit and Agreement with Karim Mansour, property owner to install three canopies to overhang the public right of way at 322 through 330 Highland Avenue.

PASSED and ADOPTED this 19th day of November, 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 approving changes in compensation and other benefits for the Confidential Employee Group for the remainder of the fiscal year 2019-20 \(through June 30, 2020\) . \(Human Resources\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving changes in compensation and other benefits for the Confidential Employee Group for the remainder of the fiscal year 2019-20 (through June 30, 2020)

PREPARED BY: Robert Meteau

PHONE: 336-4308

DEPARTMENT: Human Resources

APPROVED BY:



EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED:  Finance

APPROVED: _____ MIS

The estimated cost associated with the terms for FY 2019-20 is \$22,000.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution approving the changes in compensation and other benefits for the Confidential Employee Group.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report
Summary of Compensation Adjustments
Resolution



City Council Staff Report

November 19, 2019

ITEM

Staff Report: Resolution of the City Council of the City of National City approving changes in compensation and other benefits for the Confidential Employee Group for the remainder of fiscal year 2019-20 (through June 30, 2020).

BACKGROUND

The City of National City's Confidential employees are an informal group not formally represented or subject to the terms of collective labor bargaining. This employee group includes the Executive Assistant series, the Management Information Systems Technician series and the Payroll Technician classifications. The last compensation adjustment for said group was approved by the City Council in 2016.

With the City having concluded labor negotiations with the City's three formally recognized bargaining groups (the Firefighters', Municipal Employees' and Police Officers' Associations), the Confidential employee group requested consideration of compensation adjustments for the noted Confidential classifications.

Functionally, the Confidential employee group is most closely aligned with the Municipal Employees' Association (MEA). As such, the MEA compensation plan is typically the internal benchmark for the Confidential employee group, with some deviation primarily intended to provide a "premium" benefit to members of the Confidential employee group in recognition of their loss of formal representation and bargaining and the rights and privileges associated with such. The below Confidential employee group compensation recommendations seek to find balance between the goal of consistency with the similar classifications of the MEA employee group and a recognition of the unique nature of Confidential classifications.

DISCUSSION

Having met and discussed compensation and health benefit adjustments with the Confidential employee group, and having analyzed the internal impact of compensation adjustments (City-wide), staff brings forward for consideration the following adjustments to the Confidential employee group compensation plan:

Duration

Remainder of Fiscal Year 2019-20 (through June 30, 2020)

NOTE: Council reserves the right to unilaterally adjust the compensation package at any time during this period.

Staff Report: Resolution of the City Council of the City of National City approving changes in compensation and other benefits for the Confidential Employee Group for the remainder of fiscal year 2019-20 (through June 30, 2020).

Health and Dental Insurance

Effective the first full pay period following Resolution approval by City Council, the City shall provide medical and dental benefits as follows:

Two-tier health insurance coverage in which current Confidential employee group members with two or more dependents will receive the same medical benefits as members of the National City Municipal Employees' Association (MEA).

Cash-in-lieu will continue to be available to current Confidential employee group members providing proof of coverage under a non-City sponsored health plan. The maximum cash-in lieu will be limited to the difference between \$658.19 and the cost of the employee's City of National City medical and dental coverage selection.

All future Confidential employee group members will receive the same medical and dental benefits as members of MEA, including cash-in lieu.

Compensation

The salary increase in the first full pay period following resolution approval by City Council, through June 30, 2020.

- 3% COLA

CalPERS Contribution

In conjunction with the salary increase, all Confidential employee group members will contribute an additional 1% to the employees' paid CalPERS contribution.

All other existing provisions of the Compensation Plan remain the same.

RECOMMENDATION

1. Accept staff's recommendations and adopt the proposed changes in compensation and benefits for the City of National City Confidential Employee Group.

FISCAL IMPACT

Fiscal Year 2019-20: \$22,000 (estimated)



Summary of Compensation Adjustments Confidential Employee Group November 19, 2019

Duration

Remainder of Fiscal Year 2019-20 (through June 30, 2020)

NOTE: Council reserves the right to unilaterally adjust the compensation package at any time during this period.

Health and Dental Insurance

Effective the first full pay period following Resolution approval by City Council, the City shall provide medical and dental benefits as follows:

Two-tier health insurance coverage in which current Confidential employee group members with two or more dependents will receive the same medical benefits as members of the National City Municipal Employees' Association (MEA).

Cash-in-lieu will continue to be available to current Confidential employee group members providing proof of coverage under a non-City sponsored health plan. The maximum cash-in lieu will be limited to the difference between \$658.19 and the cost of the employee's City of National City medical and dental coverage selection.

All future employees of the Confidential group will receive the same medical and dental benefits as members of MEA, including cash-in lieu.

Compensation

The salary increase in the first full pay period following resolution approval by City Council, through June 30, 2020.

- 3% COLA

CalPERS Contribution

In conjunction with the salary increase, all Confidential group members will contribute an additional 1% to the employees paid CalPERS.

All other existing provisions of the Compensation Plan remain the same.

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING CHANGES IN COMPENSATION AND OTHER BENEFITS FOR THE
CONFIDENTIAL EMPLOYEE GROUP FOR THE REMAINDER OF FISCAL YEAR
2019-2020 (THROUGH JUNE 30, 2020)**

WHEREAS, the National City Confidential Group includes the Executive Assistant series, the Management Information Systems Technicians series and the Payroll Technician Classifications; and

WHEREAS, after concluding labor negotiations with the City's three formally recognized bargaining groups (the Firefighters', Municipal Employees' and Police Officers' Associations), the Confidential Employee Group requested consideration of compensation adjustments for the noted Confidential classifications; and

WHEREAS, while not a formal bargaining group, the City of National City's Confidential Employee Group, informally negotiates wages and benefits; and

WHEREAS, although such negotiations are distinguished from other general employees, wage and benefit adjustments for Confidential Employees are typically in-line with those of the National City Municipal Employees' Association ("MEA").

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the adjustments to the Compensation Plan, attached hereto as Exhibit "A", for the Confidential Employee Group for the remainder of Fiscal Year 2019 -2020 including, but not limited to a 3% salary adjustment for all Confidential Employee Group classifications, in conjunction with an additional 1% contribution by all Confidential Group members to the employers paid CalPERS.

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

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney



**Summary of Compensation Adjustments
Confidential Employee Group
November 19, 2019**

Duration

Remainder of Fiscal Year 2019-20 (through June 30, 2020)

NOTE: Council reserves the right to unilaterally adjust the compensation package at any time during this period.

Health and Dental Insurance

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Two-tier health insurance coverage in which current Confidential employee group members with two or more dependents will receive the same medical benefits as members of the National City Municipal Employees' Association (MEA).

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All future employees of the Confidential group will receive the same medical and dental benefits as members of MEA, including cash-in lieu.

Compensation

The salary increase in the first full pay period following resolution approval by City Council, through June 30, 2020.

- 3% COLA

CalPERS Contribution

In conjunction with the salary increase, all Confidential group members will contribute an additional 1% to the employees paid CalPERS.

All other existing provisions of the Compensation Plan remain the same.

EXHIBIT "A"

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the acceptance of the National City Police Department's grant application in the amount of \\$20,847 to the 2019 Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program to purchase Motorola Handheld Police Radios, Motorola handheld radios batteries, and set aside 3% of the awarded grant for NIBRS compliance as dictated within the grant, and authorizing the acceptance of the grant award, and authorizing the establishment of an appropriation and corresponding revenue budget. \(Police\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 11-19-19

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City 1-) To accept the National City Police Department's grant application to the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. 2-) Acceptance of the grant award in the amount of \$20,847. 3-) Authorizing the establishment of revenue budget and corresponding appropriation to purchase Motorola Handheld Police Radios, Motorola handheld radios Batteries, and set aside 3% of the awarded grant for NIBRS compliance as dictated within the grant.

PREPARED BY: Jeffrey Meeks, Sergeant

DEPARTMENT: Police

PHONE: (619) 336-4446

APPROVED BY: _____

EXPLANATION:

The Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) at the U.S. Department of Justice announced that the City of National City is eligible for a grant award of via the FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation. The City is required to make the grant application available to the City Council and to citizens for the governing body and public's 30-day review and comment; a formal award will not be made until the 30-day review requirement has been met. The JAG Program provides States and units of local governments with critical funding necessary to support a range of program areas, including law enforcement, prosecution and court programs, prevention and education programs and etcetera. Applicants are required to complete an on-line application, and submit a budget and various narratives justifying the use of the funds. The National City Police Department proposes to use the funds to purchase of police radios, radio batteries and set aside 3% of the awarded grant for NIBRS compliance as dictated within the grant. The 3% of the NIBRS compliance funds will be used to train Records Division personnel to manage NCPD's crime incident data, reporting, and submission to the state UCR Program.

FINANCIAL STATEMENT:

ACCOUNT NO.

For Revenue 290-11672-3498

For Expenses 290-411-672-*

No matching funds required

APPROVED: _____



FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Grant Agreement



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of National City 1243 National City Blvd. National City, CA 91950		4. AWARD NUMBER: 2019-DJ-BX-0108	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020	
		6. AWARD DATE 09/18/2019	7. ACTION
2a. GRANTEE IRS/VENDOR NO. 956000749	8. SUPPLEMENT NUMBER 00		Initial
2b. GRANTEE DUNS NO. 042460159	9. PREVIOUS AWARD AMOUNT		\$ 0
3. PROJECT TITLE FY 19 Local JAG Program		10. AMOUNT OF THIS AWARD	\$ 20,847
		11. TOTAL AWARD	\$ 20,847
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Alejandra Sotelo-Solis Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9/26/19
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 20847		21. UDJUG#0333	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2019-DJ-BX-0108

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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).





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SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.





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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.





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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.





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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.





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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

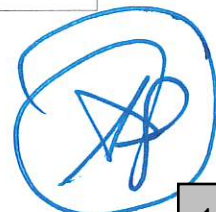
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.





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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.





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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.





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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.





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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.
4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.





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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.





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36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.





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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

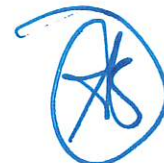
(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.





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SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.





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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.





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SPECIAL CONDITIONS

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

46. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

47. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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48. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

49. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

50. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

51. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

52. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

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53. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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54. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

55. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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56. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

57. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

58. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

59. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

60. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

61. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

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SPECIAL CONDITIONS

62. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

63. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

64. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

65. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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66. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

69. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

70. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

71. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

72. Withholding of funds: DHS questions

The recipient may not obligate, expend or drawdown funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of National City

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2019-DJ-BX-0108

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This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Elaine Vanlandingham
(202) 305-0034

2. PROJECT DIRECTOR (Name, address & telephone number)

Jeffrey Meeks
Police Sergeant
1200 National City Blvd.
National City, CA 91950-4302
(619) 336-4446

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 19 Local JAG Program

5. NAME & ADDRESS OF GRANTEE

City of National City
1243 National City Blvd.
National City, CA 91950

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2020

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2020

9. AMOUNT OF AWARD

\$ 20,847

10. DATE OF AWARD

09/18/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety. NCA/NCF

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.


Signature of Chief Executive of the Applicant Unit of Local Government
Alejandra Soleb-Solis
Printed Name of Chief Executive

9-24-19
Date of Certification
Mayor
Title of Chief Executive

CITY OF NATIONAL CITY
Name of Applicant Unit of Local Government

Rev. March 6, 2019

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE ACCEPTANCE OF THE NATIONAL CITY POLICE DEPARTMENT'S
GRANT APPLICATION IN THE AMOUNT OF \$20,847 TO THE 2019 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM TO PURCHASE
MOTOROLA HANDHELD POLICE RADIOS, MOTOROLA HANDHELD RADIOS
BATTERIES, AND SET ASIDE 3% OF THE AWARDED GRANT FOR NIBRS
COMPLIANCE AS DICTATED WITHIN THE GRANT, AND AUTHORIZING THE
ACCEPTANCE OF THE GRANT AWARD, AND AUTHORIZING THE ESTABLISHMENT
OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET**

WHEREAS, the Justice Assistance Grant Program provides States and local governments with critical funding necessary to support a range of program areas, including, but not limited to, law enforcement, prosecution, court programs, prevention, and education programs; and

WHEREAS, the Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) at the U.S. Department of Justice announced that the City of National City is eligible for a grant award of \$20,847 from the Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation, for the purchase of Motorola handheld police radios, radio batteries and set aside 3% of the awarded grant for NIBRS compliance as dictated within the grant; and

WHEREAS, the City is required to make the grant application available for review and public comment for no less than 30 days; and

WHEREAS, the 2019 Edward Byrne Memorial Justice Assistance Grant JAG Program is a direct grant allocation program, and does not require the City to allocate any up-front costs or matching funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the 30-day review and public comment of the National City Police Department's 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program application in the amount of \$20,847, and authorizes acceptance of the grant award.

BE IT FURTHER RESOLVED that the City Council hereby authorizes, upon the expiration of the 30-day review and public comment period, the expenditure of said grant funds to purchase Motorola handheld radios and Motorola handheld radio batteries.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes to set aside 3% of the awarded Grant for NIBRS Compliance as directed within the grant

PASSED and ADOPTED this 19th day of November, 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 Telecom Law Firm Retainer Agreement increasing the not-to-exceed amount by \\$50,000, for a total not-to-exceed amount of \\$75,000, making the Retainer Agreement consistent with the February 19, 2019 appropriation of \\$50,000 for Professional Small Cell-Related Services. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE: First Amendment to the Telecom Law Firm Retainer Agreement Increasing the Not-to-Exceed Amount by \$50,000, for a total Not-to-Exceed Amount of \$75,000, making the Retainer Agreement Consistent with the February 19, 2019 Appropriation of \$50,000 for Professional Small Cell-Related Services.

PREPARED BY: Roberto M. Contreras *RM*

DEPARTMENT: City Attorney

PHONE: Ext. 4412

APPROVED BY: *[Signature]*

EXPLANATION:

The City Attorney on behalf of the City of National City entered into a retainer agreement with the Telecomm Law Firm on January 10, 2017 for certain small cell-related professional services in an amount not to exceed \$25,000. In light of recent changes to Federal Communications Commission regulations, the City required additional professional services to establish a license agreement with wireless carriers to deploy small cells in the City's rights-of-way. Since the cost of these professional services would exceed the compensation amount in the January 2017 retainer agreement, the City Attorney's Office submitted a mid-year budget request for a \$50,000 appropriation to pay for these services. The City Council adopted Resolution #2019-21 which approved this \$50,000 appropriation request.

This First Amendment therefore aligns the City Council's February 2019 appropriation with the not-to-exceed amount in the Telecom Law Firm's Retainer Agreement.

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:

- Agreement
- +Resolution

**FIRST AMENDMENT TO THE
AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
TELECOM LAW FIRM, PC**

This First Amendment (“Amendment”) to the Agreement by and between the City of National City and the TELECOM LAW FIRM, PC, is entered into this 19th day of November 2019, by and between the City of National City, a municipal corporation (the “City”) and a California professional corporation, (“Firm”).

RECITALS

WHEREAS, the parties entered into the January 10, 2017 Agreement (“Agreement”) for certain legal services regarding a Master License Agreement for Wireless Facilities in the Public Rights-of-Way to be provided by the FIRM to the CITY.

WHEREAS, the Agreement was executed by the City Manager pursuant to her authority under the National City Municipal Code.

WHEREAS, Article 3.C. of the Agreement provided that payment to FIRM shall not exceed \$25,000.

WHEREAS, the recent changes to Federal Communications Commission regulations require FIRM to provide CITY additional legal work to craft a license agreement that synthesizes these new regulations with community feedback on small cells.

WHEREAS, on February 19, 2019 through Resolution # 2019-21, the City Council appropriated \$50,000 for FIRM to update CITY ordinances and policies regarding small cell deployment and to negotiate a license agreement with wireless carriers interested in deploying small cells in the Rights-of-Way.

WHEREAS, the CITY wishes to increase the not-to-exceed amount by \$50,000, for a total not-to-exceed amount of \$75,000.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Article 3.C. of the Agreement entered into on January 10, 2017 shall be amended to increase the not-to-exceed amount by \$50,000, for a total not-to-exceed amount of \$75,000.

2. The parties agree that the Scope of Services described in Exhibit "A" of Article 2, will be amended. Specifically, Section 1 of Exhibit "A" will be deleted in its entirety and replaced with the following:

"Telecom Law Firm shall provide legal representation and consultation services to the City in connection with the development and implementation of a master license agreement, pole license agreement, or other license agreement (the "Agreement") for wireless facilities installed on City-owned infrastructure in the public rights-of-way:"

3. The parties agree that the Scope of Services described in Exhibit "A" of Article 2, will be amended. Specifically, Section 3 of Exhibit "A" will be added and provide the following:

"Telecom Law Firm shall provide legal representation and consultation services to the City in connection with other telecommunications matters involving the rights-of-way."

4. The parties further agree that with the foregoing exception, each and every term of the January 10, 2017 Agreement shall remain in full force and effect.

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

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

TELECOM LAW FIRM, PC
(Corporation – signatures of two corporate officers)

By: _____
Robert C. May III, Esq.

By: _____
Dr. Jonathan L. Kramer, Esq.,
LL.M./DLP

RESOLUTION NO. 2019 -

**FIRST AMENDMENT TO THE TELECOM LAW FIRM RETAINER AGREEMENT
INCREASING THE NOT-TO-EXCEED AMOUNT BY \$50,000, FOR A TOTAL NOT-
TO-EXCEED AMOUNT OF \$75,000, MAKING THE RETAINER AGREEMENT
CONSISTENT WITH THE FEBRUARY 19, 2019 APPROPRIATION OF \$50,000 FOR
PROFESSIONAL SMALL CELL-RELATED SERVICES**

WHEREAS, the City Attorney on behalf of the City of National City entered into a retainer agreement with the Telecomm Law Firm on January 10, 2017 for certain small cell-related professional services in an amount not to exceed \$25,000; and

WHEREAS, In light of recent changes to Federal Communications Commission regulations, the City required additional professional services to establish a license agreement with wireless carriers to deploy small cells in the City's rights-of-way; and

WHEREAS, the cost of these additional professional services does exceed the compensation amount in the January 2017 retainer agreement and as a result, the City Attorney's Office submitted a mid-year budget request for a \$50,000 appropriation to pay for these service which was approved per Resolution 2019 - 21; and

WHEREAS, this First Amendment, therefore, aligns the City Council's February 2019 appropriation of the not-to-exceed amount of \$50,000 in the Telecom Law Firm's Retainer Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the First Amendment to the Telecom Law Fire Retainer Agreement to increase the not-to-exceed amount by \$50,000 for a total not-to-exceed of \$75,000 making the Retainer Agreement consistent with the February 19, 2019 appropriation of \$50,000 for professional small cell related services.

PASSED and ADOPTED on this 19h day of November, 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 #14 for the period of 9/25/19 through 10/01/19 in the amount of \\$1,367,847.83. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #14 for the period of 9/25/19 through 10/01/19 in the amount of \$1,367,847.83.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 9/25/19 - 10/01/19. 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>
Select Electric Inc	344317	54,982.68	Citywide Traffic Signal and ADA
Sweetwater Authority	344405	54,755.29	Water bill for Facilities FY 2020

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$1,367,847.83.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,367,847.83

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 14



**WARRANT REGISTER # 14
10/1/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS / OCT 2019	344239	10/1/19	160.00
ANDERSON, E	RETIREE HEALTH BENEFITS / OCT 2019	344240	10/1/19	110.00
BEARD, P	RETIREE HEALTH BENEFITS / OCT 2019	344241	10/1/19	70.00
BECK, L	RETIREE HEALTH BENEFITS / OCT 2019	344242	10/1/19	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / OCT 2019	344243	10/1/19	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / OCT 2019	344244	10/1/19	260.00
BULL, P	RETIREE HEALTH BENEFITS / OCT 2019	344245	10/1/19	580.00
CAMEON, C	RETIREE HEALTH BENEFITS / OCT 2019	344246	10/1/19	400.00
CARRILLO, R	RETIREE HEALTH BENEFITS / OCT 2019	344247	10/1/19	290.00
COLE, L	RETIREE HEALTH BENEFITS / OCT 2019	344248	10/1/19	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS / OCT 2019	344249	10/1/19	420.00
CONDON, D	RETIREE HEALTH BENEFITS / OCT 2019	344250	10/1/19	280.00
CORDERO, E	RETIREE HEALTH BENEFITS / OCT 2019	344251	10/1/19	520.00
CORPUZ, T	RETIREE HEALTH BENEFITS / OCT 2019	344252	10/1/19	140.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS / OCT 2019	344253	10/1/19	250.00
DEESE, L	RETIREE HEALTH BENEFITS / OCT 2019	344254	10/1/19	660.00
DESROCHERS, Z	RETIREE HEALTH BENEFITS / OCT 2019	344255	10/1/19	110.00
DIAZ, M	RETIREE HEALTH BENEFITS / OCT 2019	344256	10/1/19	680.00
DILLARD, S	RETIREE HEALTH BENEFITS / OCT 2019	344257	10/1/19	480.00
DREDGE, J	RETIREE HEALTH BENEFITS / OCT 2019	344258	10/1/19	250.00
EISER III, G	RETIREE HEALTH BENEFITS / OCT 2019	344259	10/1/19	250.00
ETZLER, J	RETIREE HEALTH BENEFITS / OCT 2019	344260	10/1/19	460.00
FABINSKI, D	RETIREE HEALTH BENEFITS / OCT 2019	344261	10/1/19	220.00
FERNANDEZ, R	RETIREE HEALTH BENEFITS / OCT 2019	344262	10/1/19	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS / OCT 2019	344263	10/1/19	540.00
GAUT, A	RETIREE HEALTH BENEFITS / OCT 2019	344264	10/1/19	700.00
GELSKEY, K	RETIREE HEALTH BENEFITS / OCT 2019	344265	10/1/19	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / OCT 2019	344266	10/1/19	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / OCT 2019	344267	10/1/19	480.00
HANSON, E	RETIREE HEALTH BENEFITS / OCT 2019	344268	10/1/19	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / OCT 2019	344269	10/1/19	500.00
HAUG, S	RETIREE HEALTH BENEFITS / OCT 2019	344270	10/1/19	120.00
HERNANDEZ, M	RETIREE HEALTH BENEFITS / OCT 2019	344271	10/1/19	600.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS / OCT 2019	344272	10/1/19	400.00
HODGES, B	RETIREE HEALTH BENEFITS / OCT 2019	344273	10/1/19	200.00
IBARRA, J	RETIREE HEALTH BENEFITS / OCT 2019	344274	10/1/19	780.00
JAMES, R	RETIREE HEALTH BENEFITS / OCT 2019	344275	10/1/19	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / OCT 2019	344276	10/1/19	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS / OCT 2019	344277	10/1/19	300.00
KLOS, F	RETIREE HEALTH BENEFITS / OCT 2019	344278	10/1/19	480.00
LEACH, D	RETIREE HEALTH BENEFITS / OCT 2019	344279	10/1/19	600.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / OCT 2019	344280	10/1/19	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS / OCT 2019	344281	10/1/19	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / OCT 2019	344282	10/1/19	280.00
MCDANIEL, P	RETIREE HEALTH BENEFITS / OCT 2019	344283	10/1/19	290.00
MEDINA, R	RETIREE HEALTH BENEFITS / OCT 2019	344284	10/1/19	105.00
MENDOZA, G	RETIREE HEALTH BENEFITS / OCT 2019	344285	10/1/19	290.00
MINER, D	RETIREE HEALTH BENEFITS / OCT 2019	344286	10/1/19	580.00



**WARRANT REGISTER # 14
10/1/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MORRISON, R	RETIREE HEALTH BENEFITS / OCT 2019	344287	10/1/19	520.00
NOTEWARE, D	RETIREE HEALTH BENEFITS / OCT 2019	344288	10/1/19	120.00
OLIVARES, G	RETIREE HEALTH BENEFITS / OCT 2019	344289	10/1/19	280.00
OLIVERIA, H	RETIREE HEALTH BENEFITS / OCT 2019	344290	10/1/19	360.00
PAUU JR, P	RETIREE HEALTH BENEFITS / OCT 2019	344291	10/1/19	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / OCT 2019	344292	10/1/19	140.00
PETERS, S	RETIREE HEALTH BENEFITS / OCT 2019	344293	10/1/19	290.00
POST, R	RETIREE HEALTH BENEFITS / OCT 2019	344294	10/1/19	280.00
RAY, S	RETIREE HEALTH BENEFITS / OCT 2019	344295	10/1/19	190.00
ROARK, L	RETIREE HEALTH BENEFITS / OCT 2019	344296	10/1/19	135.00
RODRIGUEZ, M	RETIREE HEALTH BENEFITS / OCT 2019	344297	10/1/19	260.00
RUIZ, J	RETIREE HEALTH BENEFITS / OCT 2019	344298	10/1/19	310.00
SANCHEZ, L	RETIREE HEALTH BENEFITS / OCT 2019	344299	10/1/19	330.00
SERVATIUS, J	RETIREE HEALTH BENEFITS / OCT 2019	344300	10/1/19	340.00
SHORT, C	RETIREE HEALTH BENEFITS / OCT 2019	344301	10/1/19	300.00
SMITH, J	RETIREE HEALTH BENEFITS / OCT 2019	344302	10/1/19	320.00
STEWART, W	RETIREE HEALTH BENEFITS / OCT 2019	344303	10/1/19	200.00
STRASEN, W	RETIREE HEALTH BENEFITS / OCT 2019	344304	10/1/19	135.00
TIPTON, B	RETIREE HEALTH BENEFITS / OCT 2019	344305	10/1/19	250.00
VERRY, L	RETIREE HEALTH BENEFITS / OCT 2019	344306	10/1/19	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / OCT 2019	344307	10/1/19	480.00
WHITE, J	RETIREE HEALTH BENEFITS / OCT 2019	344308	10/1/19	230.00
RETIREE HEALTH BENEFIT SUBTOTAL				21,430.00
AFFORDABLE BUTTONS COM	2.25" CUSTOM BUTTON / I LOVE NC PINS	344309	10/1/19	492.78
ASSI SECURITY INC	CITY WIDE DOOR SECURITY SERVICES	344310	10/1/19	11,600.00
CONSOLIDATED CONCEPTS	PRINTING & MAILING OF POSTCARDS / CMO	344311	10/1/19	5,647.24
FORDYCE CONSTRUCTION INC	PARADISE CREEK PARK SEWER BYPASS REPAIR	344312	10/1/19	2,900.00
MASON'S SAW	MOP 45729. SUPPLIES FOR PARKS	344313	10/1/19	557.64
OFFICE SOLUTIONS BUSINESS	LAZYBOY WOODBURY CHAIRS FOR FINANCE	344314	10/1/19	1,190.82
ROM LLC	MUSIC FOR SUMMER FIESTA EVENT / CSD	344315	10/1/19	3,400.00
SAN DIEGO MIRAMAR COLLEGE	PC 832 COURSE / NSD	344316	10/1/19	67.00
SELECT ELECTRIC INC	CITYWIDE TRAFFIC SIGNAL AND ADA	344317	10/1/19	54,982.68
SMART SOURCE OF CALIFORNIA LLC	#10 LEFT WINDOW ENVELOPES FOR HOUSING/S8	344318	10/1/19	885.23
SUN BADGE COMPANY INC	P200-2 SUNTONE/SILTONE FLAT BADGE~	344319	10/1/19	148.57
WILLIAM JEFFREY	REFUND DUE TO VENDOR PER DATA TICKET	344320	10/1/19	71.66
24 HOUR ELEVATOR INC	GEN MAINT SEP THRU NOV 2019 QTLY CNTRCT	344322	10/1/19	4,031.78
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES -	344323	10/1/19	7,631.25
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES - PW	344324	10/1/19	681.78
ALDEMCO	FOOD / NUTRITION	344325	10/1/19	5,303.16
ALL FRESH PRODUCTS	FOOD / NUTRITION	344326	10/1/19	1,302.18
BARAWED, C	TRAINING ADV LDG CAROTID/BARAWED	344327	10/1/19	429.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	344328	10/1/19	992.43
BOYDD PRODUCTS INC	TRAINING TUITION CAROTID/BARAWED	344329	10/1/19	399.00
CALIFORNIA PARK	COMMUNITY SERVICES CPRS RENEWAL NOTICE	344330	10/1/19	715.00
CASAS, LAURA	COUNCIL MEETING TRANSLATION	344331	10/1/19	200.00
CLEAN HARBORS ENVIRONMENTAL	CONTRACT SERVICES SEPT. 2019	344332	10/1/19	1,863.80
CLEAR WATER TECHNOLOGIES LLC	MONTHLY WATER TREATMENT SVC SEP 2019	344333	10/1/19	475.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS DELIVERED SEP 16, 2019	344334	10/1/19	1,220.50



**WARRANT REGISTER # 14
10/1/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	344335	10/1/19	592.00
COUNTYWIDE MECHANICAL SYSTEMS	CHECK CHILLER FOR LIBRARY JUL 24, 2019	344336	10/1/19	7,912.94
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	344337	10/1/19	4,642.15
CSULB FOUNDATION	TRAINING TUITION GEOGRPH ADV/CEKANDER	344338	10/1/19	472.00
CWEA MEMBERSHIP	CWEA ANNUAL MEMBERSHIP RENEWAL FOR PW	344339	10/1/19	192.00
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY20.	344340	10/1/19	2,939.63
DELTA DENTAL	GROUP 05-0908601002 - SEPTEMBER 2019	344342	10/1/19	235.23
DELTA DENTAL INSURANCE CO	GROUP 05-7029600002 SEPTEMBER 2019	344343	10/1/19	16.50
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS -	344344	10/1/19	416.00
DEPARTMENT OF TOXIC SUBSTANCES	VQ #201930785 EPA ID NOS - . PD,CITY HALL	344345	10/1/19	697.50
D-MAX ENGINEERING INC	T&A90398 ANAYA RESIDENTIAL STRUCTURES	344346	10/1/19	1,933.75
DRV MODULAR CONTRACTORS INC	CONSTRUCTION & DEMO DEPOSIT REFUND	344347	10/1/19	431.20
ERGOMETRICS	POLICE SERGEANT & CORPORAL ASSESSMENT	344348	10/1/19	12,166.94
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	344349	10/1/19	20.65
FASTSIGNS	R&M BUILDINGS - ACRYLIC/ALUMINUM STAND	344350	10/1/19	1,226.20
FEDEX	FEDEX FOR CDBG & HOME FUNDING AGREEMENT	344351	10/1/19	103.52
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES - PW	344352	10/1/19	480.76
FLORES, R	LICENSE REIMBURSEMENT	344353	10/1/19	85.00
G & A AUTOMOTIVE INC	MOP 72655 AUTO SUPPLIES - PW	344354	10/1/19	125.00
GEOSYNTEC CONSULTANTS INC	NEPA ENVIRONMENTAL REVIEW PROJECT SW0312	344355	10/1/19	5,489.29
GONZALES, R	TRAINING ADV LDG LEADING IN CRISIS/RGONZ	344356	10/1/19	711.84
GONZALEZ, B	MILEAGE REIMBURSEMENT FOR BARBARA G.	344357	10/1/19	13.57
GOVCONNECTION INC	FORTINET FORTIAP 223E ACCESS POINT	344358	10/1/19	3,866.82
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING	344359	10/1/19	453.88
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	344360	10/1/19	26.00
INNOVATIVE CONSTRUCTION	EUCLID BICYCLE & PED. EHN.	344361	10/1/19	46,412.00
JAMES DEUBIG CONSTRUCTION INC	CONSTRUCTION & DEMOLITION DEPOSIT REFUND	344362	10/1/19	875.00
KRONOS INC	WORKFORCE TELESTAFF IVR SERVICE	344363	10/1/19	54.38
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	344365	10/1/19	71.75
LIEBERT CASSIDY WHITMORE	ETHICS IN PUBLIC TRAINING DEC 11, 2018	344366	10/1/19	2,792.00
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES AS NEEDED FOR FY20	344367	10/1/19	320.00
LOZA, JUAN	T&A90137 415 W 30TH ST	344368	10/1/19	1,615.79
MAYO, J	TRAINING ADV LDG FET MAYO	344369	10/1/19	1,380.00
MEGLA MANUFACTURING INC	AUTOMOTIVE EQUIPMENT SEP 04, 2019	344370	10/1/19	525.00
METRO AUTO PARTS DISTRIBUTOR	MOP 75943 AUTO SUPPLIES - PW	344371	10/1/19	52.34
MOBILE WIRELESS LLC	NETMOTION RENEWAL 9/22/19 - 9/21/20	344372	10/1/19	6,218.00
MUNICIPAL CODE CORPORATION	MUNICODE SUPP 53, UPDATE 1	344373	10/1/19	304.00
MUNOZ, L	TRAVEL EXPENSE REPORT	344374	10/1/19	16.59
NAN MCKAY AND ASSOCIATES INC	HCV MB REVISION ON CD	344375	10/1/19	224.00
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES - PW	344376	10/1/19	147.96
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	344377	10/1/19	469.73
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES / NSD	344378	10/1/19	197.78
OFFICE TEAM	TEMPORARY SERVICES W/E SEP 06, 2019 - NSD	344379	10/1/19	2,446.07
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	344380	10/1/19	29.41
PACIFIC AUTO REPAIR	LABOR SERVICE - SMOG INSPECTION	344381	10/1/19	1,130.00
PALMA, A	REIMBURSEMENT TO ATTEND HUD	344382	10/1/19	136.30
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	344383	10/1/19	20.99
PLASCENCIA, M	TRAVEL MILEAGE REIMB / NUTRITION	344384	10/1/19	185.14



**WARRANT REGISTER # 14
10/1/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	344385	10/1/19	90.05
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	344386	10/1/19	7,009.51
PROFESSIONAL SEARCH GROUP LLC	PROFESSIONAL SERVICES NEEDED / MAYOR'S OFFICE	344387	10/1/19	2,769.07
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	344388	10/1/19	673.58
QUESTYS SOLUTIONS	QUESTYS SEARCH SUPPORT. QSI PS TRAINING	344389	10/1/19	600.00
RANDALL LAMB ASSOCIATES INC	CIVIC CENTER EOC POWER UPGRADE	344390	10/1/19	13,025.00
RELY ENVIRONMENTAL	HAZARDOUS WASTE	344391	10/1/19	546.46
S&S WORLDWIDE INC	CASA DE SALUD MATERIALS	344392	10/1/19	384.52
SAN DIEGO GAS & ELECTRIC	SDGE HOLLISTER (NUTRITION)	344394	10/1/19	445.38
SAN DIEGO UNION TRIBUNE	SWEETWATER RIVER BIKEWAY	344395	10/1/19	726.84
SDG&E	GAS AND ELECTRIC UTILITIES	344396	10/1/19	23,781.30
SEAPORT MEAT COMPANY	FOOD FOR NUTRITION CENTER	344397	10/1/19	563.79
SEGAL, M	TRAINING TUITION REIM THR ASSMNT/SEGAL	344398	10/1/19	50.00
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICAL	344399	10/1/19	469.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	344400	10/1/19	860.90
SMART & FINAL	MOP #45756/OFFICE SUPPLIES/HR	344401	10/1/19	50.81
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	344402	10/1/19	164.44
SOUTHWEST SIGNAL SERVICE	80012, MONTHLY MAINTENANCE JULY 2019	344403	10/1/19	45,420.93
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	344405	10/1/19	54,755.29
SYSCO SAN DIEGO INC	FOOD / NUTRITION	344406	10/1/19	6,673.69
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	344407	10/1/19	918.52
TAB PRODUCTS CO	TAB OFFICE SUPPLIES FY20	344408	10/1/19	213.09
TALLAL INC	SUMMER MOVIES IN LAS PALMAS POOL PRODUCT	344409	10/1/19	545.00
TERRA BELLA NURSERY INC	15G POPULUS FREMONTII	344410	10/1/19	172.36
THE LINCOLN NATIONAL LIFE INS	GROUP 415491 - OCTOBER 2019	344411	10/1/19	9,732.27
THE STAR NEWS	ADVERTISING NOTICES FOR FY20	344412	10/1/19	786.69
U S BANK	CREDIT CARD CHARGES, FIRE	344413	10/1/19	882.27
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS & MAINTENANCE	344414	10/1/19	305.22
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	344415	10/1/19	146.92
VISTA PAINT	MOP 68834 GENERAL SUPPLIES - PW	344416	10/1/19	954.00
VORTEX INDUSTRIES INC	REPAIRS 2ND BI-FOLDING DOOR	344417	10/1/19	10,509.30
WESTAIR GASES & EQUIPMENT INC	AUTOMOTIVE PARTS	344418	10/1/19	330.69
WETMORES	MOP 80333 AUTO SUPPLIES - PW	344419	10/1/19	14.25
WILLY'S ELECTRONIC SUPPLY	ELECTRONIC ACCESSORIES	344420	10/1/19	139.94

A/P Total 424,204.18

SECTION 8 HAPS

Start Date
9/25/2019

End Date
10/1/2019

943,643.65

GRAND TOTAL

\$ 1,367,847.83

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

BRAD RAULSTON,
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 19TH OF NOVEMBER 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #15 for the period of 10/2/19 through 10/8/19 in the amount of \\$2,256,127.48. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #15 for the period of 10/2/19 through 10/8/19 in the amount of \$2,256,127.48.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 10/2/19 - 10/8/19. 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>
ARJIS	344423	66,652.00	ARJIS User Fee
Dept Forestry & Fire Protection	344429	69,911.67	Overbilling Period 7/28/18-8/28/19
HSM Construction Inc	344479	124,250.00	Highland Ave Traffic Supplies
Portillo Concrete Inc	344500	272,245.30	Euclid Ave Bicycle & Ped Enh
Public Emp Ret System	10022019	257,057.16	Service Period 9/10/19-9/23/19

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$2,256,127.48.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,256,127.48

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 15



**WARRANT REGISTER # 15
10/8/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AARDVARK	DT1425 40 MM TACTICAL EXPANDABLE STOCK	344421	10/8/19	903.31
ACADEMI TRAINING CENTER LLC	SHOOT HOUSE FLAT RANGE RENTAL	344422	10/8/19	800.00
ARJIS	ARJIS USER FEE	344423	10/8/19	66,562.00
AUDIO ASSOCIATES	AUDIO/VIDEO EQUIPMENT / MIS	344424	10/8/19	8,562.29
BLACKIE'S TROPHIES AND AWARDS	MOP 03324 NAME TAG PD	344425	10/8/19	32.63
CHILD SAFETY SOLUTIONS INC	HALLOWEEN BAGS / PD	344426	10/8/19	417.50
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT - JULY-AUG 2019	344427	10/8/19	592.20
DAY WIRELESS SYSTEMS	RADIO REPAIR	344428	10/8/19	387.19
DEPT FORESTRY & FIRE PROTECTN	OVERBILLING REIMB PERIOD 07/28/18 - 08/28/2019	344429	10/8/19	69,911.67
EXOS COMMUNITY SERVICES LLC	PROGRAM MANAGEMENT FEES - AUG 2019	344430	10/8/19	47,404.54
FEDEX	POSTER BOARDS FOR 10-08-19 CITY OPEN HOUSE	344431	10/8/19	904.24
HINDERLITER DE LLAMAS	FIRST AMENDMENT TO THE AGREEMENT	344432	10/8/19	3,000.00
HIRESANTA LLC	KIMBALL HOLIDAY SANTA AND ELF	344433	10/8/19	1,317.50
LASER SAVER INC	MOP 4840 TONER PD	344434	10/8/19	1,658.76
NATIONAL RECREATION AND PARKS	COMMUNITY SERVICES NRPA MEMBERSHIP	344435	10/8/19	675.00
OFFICE SOLUTIONS BUSINESS	OFFICE SUPPLIES NEEDED FOR CMO	344436	10/8/19	1,798.83
RADY CHILDREN'S HOSPITAL SAN DIEGO	CHILD SEXUAL ASSAULT EXAM / PD	344437	10/8/19	4,088.00
SAN DIEGO PET SUPPLY	MOP 2975 K9 SUPPLIES PD	344438	10/8/19	353.08
SAN DIEGO POLICE EQUIPMENT	VEST- LOZANO/SOSA/OLIVAS	344439	10/8/19	3,562.66
SMART & FINAL	MOP 00280 GIVEAWAY SUPPLIES PD	344440	10/8/19	436.70
SMART SOURCE OF CALIFORNIA LLC	MOP 2430 PRINTING PD	344441	10/8/19	1,850.00
SPARKLETTS	PENDING SERVICE CHARGE FOR WATER	344442	10/8/19	10.00
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES NEEDED FOR CMO	344443	10/8/19	1,225.09
TEHQ LLC	TRANSLATION EQUIPMENT / MIS	344444	10/8/19	6,995.00
THE ALTUM GROUP	AMORTIZATION - THE ALTUM GROUP	344445	10/8/19	25,427.74
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY VET CARE DUKE	344446	10/8/19	9,182.02
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE - DUKE	344447	10/8/19	79.52
24 HOUR ELEVATOR INC	FACILITIES MAINT FUND - BATTERY	344448	10/8/19	91.59
AAIR PURIFICATION SYSTEMS	MAGNET GRABBER AT FIRE ST 31/34- ENG/PW	344449	10/8/19	38,928.58
ACOSTA, V	ALUMINUM TOE BOOTS	344450	10/8/19	125.00
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM OCT 2019	344451	10/8/19	1,059.68
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES - PW	344452	10/8/19	174.00
ALTA LANGUAGE SERVICES INC	LISTENING & SPEAKING TEST SEP 18, 2019	344453	10/8/19	60.00
BRINK'S INCORPORATED	ARMORED SERVICES / FINANCE	344454	10/8/19	876.85
BROADWAY AUTO GLASS	WINDSHIELD	344455	10/8/19	259.00
BULLDOG TOWING	TOWING SERVICE JUL 29, AUG 07, 2019	344456	10/8/19	800.00
CAHA C/O ANDREA RAEZ TREASURER	CAHA DEVELOPING AND MANAGING PROJECT-BAS	344457	10/8/19	1,530.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES - PW	344458	10/8/19	1,118.60
CAMARGO, C	TRAINING ADV LDG RECORDS SUPER/ CAMARGO	344459	10/8/19	672.16
CHEN RYAN ASSOCIATES INC	PARKING CONSULTANT	344460	10/8/19	3,212.50
CHRISTENSEN & SPATH LLP	PROFESSIONAL SERVICES FOR HOUSING	344461	10/8/19	2,643.75
CLEAR WATER TECHNOLOGIES LLC	WATER TREATMENT SERVICE AUG 2019	344462	10/8/19	475.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS DELIVERED AUG 12, 2019	344463	10/8/19	2,055.38
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES / MIS	344464	10/8/19	1,773.60
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	344465	10/8/19	5,039.15
DALEY & HEFT LLP	LIABILITY CLAIM COST	344466	10/8/19	761.68
DBX INC	COMM. INFRACT.EXPANSION	344467	10/8/19	38,493.05



**WARRANT REGISTER # 15
10/8/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DELGADO, E	REIMB FOR YOUTH CENTER FIELD TRIP	344468	10/8/19	212.95
DIAZ, E	EDUCATION REIMBURSEMENT - FIRE DEPT	344469	10/8/19	1,615.26
D-MAX ENGINEERING INC	T&A90219 MARINERS LANDING	344470	10/8/19	216.07
EXPRESS PIPE AND SUPPLY	PLUMBING PARTS AND MATERIALS TOOL	344471	10/8/19	218.12
FEDEX	TRANSPORTATION DELIVERED SEP 20, 2019	344472	10/8/19	212.47
FELIX, Y	REIMB FELIX CLEARS MEMBERSHIP	344473	10/8/19	50.00
GEORGE H WATERS NUTRITION CTR	EXEC TEAM TRAINING LUNCH JUL 31, 2019	344474	10/8/19	290.00
GONZALEZ, B	MILEAGE REIMBURSEMENT FOR 10/08/19	344475	10/8/19	6.03
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	344476	10/8/19	2,174.11
HARRIS & ASSOCIATES INC	PARADISE VALLEY CREEK WATER Q.	344477	10/8/19	10,910.00
HD SUPPLY CONSTRUCTION	MEDA TYPE FLUME FILTER	344478	10/8/19	983.10
HMS CONSTRUCTION INC	HIGHLAND AVENUE TRAFFIC SIGNAL MOD	344479	10/8/19	124,250.00
HOME DEPOT CREDIT SERVICES	INV 7974013. SUPPLIES FOR PW	344480	10/8/19	676.68
KIMBALL MIDWEST	801301CN TORQ - 80926CN INTER LUVÉ	344481	10/8/19	208.54
KTUA	INTRA-CONNECT	344482	10/8/19	30,178.75
LADCO	LIABILITY CLAIM COSTS	344483	10/8/19	150.00
LASER SAVER INC	PRINTER INK - LASER SAVER	344484	10/8/19	108.70
LEHR AUTO ELECTRIC	INSTALL MATERIALS	344485	10/8/19	2,283.31
LOPEZ, J	MILEAGE REIMBURSEMENT – JOSÉ LOPEZ	344486	10/8/19	26.33
MANGANIELLO, S	TRAVEL REIMBURSEMENT – STEVE MANGANIELLO	344487	10/8/19	39.62
MARIA ESMERALDA ARAMBULA	REFUND FOR OVERPAID BUSINESS TAX, ACCT 9	344488	10/8/19	36.00
MASON'S SAW	MOP 45729 EQUIP SUPPLIES & REPAIR - PW	344489	10/8/19	329.64
MAYO, J	TRAINING REIMBURSEMENT CELLEBRITE JANELLE	344490	10/8/19	24.26
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	344491	10/8/19	1,948.50
MESA REPROGRAPHICS	COLOR PHOTO - WHITE FOAMCORE	344492	10/8/19	161.63
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL AUG 13, 2019	344493	10/8/19	645.00
NBS	LANDSCAPE MAINTENANCE DISTRICT	344494	10/8/19	865.47
NV5 INC	SEWER USER SURVEY TAX ROLL	344495	10/8/19	2,356.00
OFFICE SOLUTIONS BUSINESS	OFFICE SUPPLIES FOR CMO	344496	10/8/19	145.62
PACIFIC REFRIGERATION INC	MAINTENANCE AND REPAIRS NUTRITION	344497	10/8/19	2,801.49
PAUU, R	TRAINING ADV LDG VEH THFT ICI/PAUU	344498	10/8/19	730.14
PIERSON, D	TUIT REIMB PIERSON DARREN	344499	10/8/19	1,665.00
PORTILLO CONCRETE INC	EUCLID AVE BICYCLE & PEDESTRIAN ENH	344500	10/8/19	272,245.30
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	344501	10/8/19	2,535.96
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY HELP W/E SEP 29, 2019 - FIN DEPT	344502	10/8/19	1,368.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	344503	10/8/19	447.85
RDO EQUIPMENT CO	FITTING, SEALING, ADAPTER, OIL, RING	344504	10/8/19	68.16
RELY ENVIRONMENTAL	HAZARDOUS WASTE	344505	10/8/19	4,203.78
SAINZ, L	REIMBURSEMENT - MASONARY CONFERENCE	344506	10/8/19	50.00
SAKAMOTO, C	TRAINING ADV LDG COVERT SAKAMOTO	344507	10/8/19	261.60
SAN DIEGO COUNTY ASSESSOR	COUNTY RECORDS MAY 2019 - NSD	344508	10/8/19	43.00
SAN DIEGO MIRAMAR COLLEGE	TUITION 120TH POLICE ACADEMY	344509	10/8/19	2,070.00
SDG&E	GAS AND ELECTRIC UTILITIES - PW	344510	10/8/19	31,079.25
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	344511	10/8/19	311.20
SMART SOURCE OF CALIFORNIA LLC	BUSINESS CARDS FOR BARBARA G.	344512	10/8/19	36.98
STAPLES BUSINESS ADVANTAGE	MOP 45704 CITY CLERK OFFICE SUPPLIES	344513	10/8/19	1,281.02
SULLIVAN, C	ED REIMB LT SULLIVAN	344514	10/8/19	1,247.24



**WARRANT REGISTER # 15
10/8/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SWEETWATER AUTHORITY	WATER BILL FACILITIES - PW	344515	10/8/19	14,659.46
SWEETWATER AUTHORITY	SWEETWATER AUTH. - 500 E PLAZA	344516	10/8/19	21.68
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	344517	10/8/19	1,352.59
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST	344518	10/8/19	1,820.00
THE BANK OF NEW YORK MELLON	TRUSTEE & NOTICE FEE 9/27/19 TO 9/26/20	344519	10/8/19	1,350.00
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	344520	10/8/19	294.70
U S BANK	TRAINING CREDIT CARD	344521	10/8/19	3,097.61
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES - PW	344522	10/8/19	521.13
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES - PW	344523	10/8/19	2,607.89
WESTAIR GASES & EQUIPMENT INC	CARBON DIOXIDE	344524	10/8/19	43.70
			A/P Total	887,823.93

WIRED PAYMENTS

PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 09/10/19 - 09/23/19	10022019	10/2/19	257,057.16
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PAYROLL

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
21	9/24/2019	10/7/2019	10/15/2019	1,111,246.39

GRAND TOTAL \$ 2,256,127.48

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

BRAD RAULSTON,
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 19TH OF NOVEMBER 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #16 for the period of 10/9/19 through 10/15/19 in the amount of \\$550,379.09. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #16 for the period of 10/9/19 through 10/15/19 in the amount of \$550,379.09.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 10/9/19 - 10/15/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Adminsure Inc	818406	87,354.04	W/C Account Replenishment Sep 19

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$550,379.09.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$550,379.09

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 16



**WARRANT REGISTER # 16
10/15/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AAIR PURIFICATION SYSTEMS	TRANSMITTERS / PW	344525	10/15/19	469.50
ACE UNIFORMS & ACCESSORIES INC	OFFICER SUPPLIES	344526	10/15/19	337.68
ACME SAFETY & SUPPLY CORP	TRAFFIC CONTROL SUPPLY SEP 04, 2019	344527	10/15/19	300.15
ALLSTATE SECURITY SERVICES INC	SECURITY SERVICE SEPTEMBER 2019	344528	10/15/19	3,072.88
AMAZON	BOOKS FOR LIBRARY AS NEEDED FOR FY20	344529	10/15/19	3,292.51
ASSI SECURITY INC	DOOR SECURITY SERVICES SEP 03, 2019	344530	10/15/19	1,435.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	344531	10/15/19	8,769.56
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	344532	10/15/19	2,286.60
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	344533	10/15/19	500.86
BAKER & TAYLOR	BOOKS AS NEEDED FOR FY20	344534	10/15/19	987.00
BARAHURA, D	TRAINING REIM CCUG CONF	344535	10/15/19	246.51
BLACKIE'S TROPHIES AND AWARDS	MOP 03324 NAME TAGS PD	344536	10/15/19	43.50
BOOT WORLD	MOP 64096 BOOTS FOR STAFF/ NSD	344537	10/15/19	117.43
BRODART CO	BOOKS AS NEEDED FOR FY20.	344538	10/15/19	264.41
CALIFORNIA HIGHWAY PATROL	TRAINING TUITION VEH THFT/PAUU	344539	10/15/19	247.00
CASAS, LAURA	CITY COUNCIL TRANSLATION OCT 01, 2019	344540	10/15/19	150.00
CHEN RYAN ASSOCIATES INC	24TH ST. TODO	344541	10/15/19	10,206.25
COAST INDUSTRIAL SYSTEMS INC	TRAFFIC CONTROL SUPPLY	344542	10/15/19	344.26
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS DELIVERED SEP 23, 2019	344543	10/15/19	1,068.01
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	344544	10/15/19	516.50
COUNTY OF SAN DIEGO	MAIL SERVICES FOR JUL 2019	344545	10/15/19	2,176.94
COUNTYWIDE MECHANICAL SYSTEMS	HVAC SERVICES - UNIT REPLACEMENT	344546	10/15/19	9,729.89
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	344547	10/15/19	305.25
CURVATURE INC	WS-C3850-48F-E~	344548	10/15/19	13,891.19
DALEY & HEFT LLP	LIABILITY CLAIM COST AUG 2019	344549	10/15/19	5,103.18
DALEY & HEFT LLP	LIABILITY CLAIM COST AUG 2019	344550	10/15/19	2,624.00
DALEY & HEFT LLP	LIABILITY CLAIM COST AUG 2019	344551	10/15/19	1,320.20
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2020	344552	10/15/19	1,547.59
DAY WIRELESS SYSTEMS	WIRELESS RADIO EAR BUDS	344553	10/15/19	387.19
DELGADO, E	CASA YOUTH CENTER SNACKS AND SUMMER MOVIE	344554	10/15/19	235.51
DEPARTMENT OF TOXIC SUBSTANCES	PUBLIC WORKS YARD	344555	10/15/19	6,502.00
DEPT OF JUSTICE	FINGERPRINTING	344556	10/15/19	759.00
DODSON, X	REIMB / SUPPLIES FOR MAYOR'S OFFICE	344557	10/15/19	363.74
EISER III, G	LEGAL SERVICES SEP 25, 30, 2019	344558	10/15/19	1,202.50
ENNIS FLINT INC	TRAFFIC CONTROL SUPPLY AUG 30, 2019	344559	10/15/19	1,040.24
EXPERIAN	CREDIT CHECKS	344560	10/15/19	155.42
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	344561	10/15/19	414.64
FON JON PET CARE CENTER	CANINE BOARD & CARE	344562	10/15/19	1,655.00
GONZALES, G	TUIT REIMB G. GONZALES	344563	10/15/19	3,500.00
GONZALES, T	MILEAGE REIMBURSEMENT FOR TIRZA GONZALES	344564	10/15/19	27.86
GOVCONNECTION INC	SURFACE PRO	344565	10/15/19	5,781.86
GRAINGER	TRASH CAN .50 GAL GREEN HDPE SEP 17, 201	344566	10/15/19	1,767.84
HOME DEPOT CREDIT SERVICES	ADDITIONAL INVOICE 008706/3521336	344567	10/15/19	2,530.51
INNOVATIVE CONSTRUCTION	EUCLID BICYCLE & PED. ENH	344568	10/15/19	48,149.00
IRON MOUNTAIN	MONTHLY MN STORAGE CHARGE OCT 01, 2019	344569	10/15/19	213.21
JJJ ENTERPRISES	FIRE MONITOR / INSPECTIONS OCT 31, 2019	344570	10/15/19	810.00
KIMLEY HORN	SR2S	344571	10/15/19	22,569.62



**WARRANT REGISTER # 16
10/15/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LANGUAGE LINE SERVICES	DISPATCH TRANSLATION	344572	10/15/19	351.74
LASER SAVER INC	MOP 45725 TONER CARTRIDGES - C CLERK	344573	10/15/19	190.20
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	344574	10/15/19	174.00
LEXIPOL LLC	POLICY PROCEDURE FY 2020	344575	10/15/19	19,580.50
LIFE DECK COATING INSTALLATION	LOCKER ROOM FLOORING	344576	10/15/19	24,000.00
LOPEZ, TERESA YOLANDA	INTERPRETATION SERVICES OCT 01, 2019	344577	10/15/19	160.00
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES / PW	344578	10/15/19	769.33
MAN K9 INC	TRAINING TUITION K9 EVAL / P HERNADZ	344579	10/15/19	110.00
MANGUM, N	PARKING REIMBURSEMENT / N. PEDONE/2019	344580	10/15/19	21.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST AUG 2019	344581	10/15/19	1,754.91
MIDWEST TAPE	AUDIO VISUAL MATERIALS FOR LIBRARY	344582	10/15/19	1,726.92
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES - PW	344583	10/15/19	30.45
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET	344584	10/15/19	490.00
NDC	HD420 RENTAL HOUSING NOV 11, TO 15, 2019	344585	10/15/19	1,375.00
OFFICE SOLUTIONS BUSINESS	INV I-01611534 / OFFICE SUPPLIES / FINANCE	344586	10/15/19	7,428.11
OFFICE TEAM	TEMPORARY SERVICES W/E SEP 13, 2019 - NS	344587	10/15/19	4,983.30
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	344588	10/15/19	98.73
PACIFIC PRODUCTS & SERVICES	TRAFFIC CONTROL SUPPLY SEP 05, 2019	344589	10/15/19	2,487.41
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	344590	10/15/19	30.91
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	344591	10/15/19	30.91
PEACE OFFICERS RESEARCH	PORAC - RESERVES	344592	10/15/19	80.00
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	344593	10/15/19	1,012.43
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	344594	10/15/19	177.99
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	344595	10/15/19	1,846.30
PROJECT PROFESSIONALS CORP	HIGHLAND AVENUE T.S. MOD.	344596	10/15/19	35,930.91
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	344597	10/15/19	474.58
RAMIN KHALEGHI	LIABILITY CLAIM COST	344598	10/15/19	1,745.65
RANDALL LAMB ASSOCIATES INC	POLICE STATION HVAC MOD.	344599	10/15/19	44,638.65
REEDER, M	REIMBURSEMENT MARTIN REEDER - APA CONF	344600	10/15/19	1,564.02
RIO HONDO COLLEGE	TRAINING TUITION PAYMENT CAMACHO FTO	344601	10/15/19	38.00
S D COUNTY SHERIFF'S DEPT	RANGE TRAINING	344602	10/15/19	1,000.00
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	344603	10/15/19	60.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING CPR FOR 4 OFFICERS	344604	10/15/19	36.80
SAN DIEGO PET SUPPLY	MOP 02975 CANINE SUPPLIES PD	344605	10/15/19	203.33
SCST INC	EUCLID AVE. BICYCLE & PED.	344606	10/15/19	13,882.00
SDG&E	GAS & ELECTRIC UTILITIES FOR PW FY 2020	344607	10/15/19	5,930.58
SERRA COOPERATIVE LIBRARY	ANNUAL MEMBERSHIP 7/01/19 TO 6/30/20	344608	10/15/19	3,368.00
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY20	344609	10/15/19	3,020.70
SMART & FINAL	MOP 45756 LITERACY SUPPLIES - LIBRARY	344610	10/15/19	275.03
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUSINESS CARDS / NSD	344611	10/15/19	36.98
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	344612	10/15/19	214.99
SOUTHWEST SIGNAL SERVICE	TECHNICIAN & TRUCK SERVICE AUG 31, 2019	344613	10/15/19	99.12
SPEEDPRO IMAGING	DECALS FOR LIFTGATE ON VEH #154 & #155	344614	10/15/19	465.50
STAPLES BUSINESS ADVANTAGE	MOP 20468 OFFICE SUPPLIES PD	344615	10/15/19	3,643.16
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY20	344616	10/15/19	1,920.83
SWANK MOTION PICTURES INC	SUMMER MOVIES IN THE PARK KIMBALL PARK	344617	10/15/19	435.00
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2020	344618	10/15/19	2,932.49



**WARRANT REGISTER # 16
10/15/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SYMBOLARTS, LLC	OFFICER LAPEL PINS	344619	10/15/19	4,237.76
TAC LIFE SYSTEMS LLC	NARCAN	344620	10/15/19	239.92
TALLAL INC	SUMMER MOVIES AT KIMBALL PARK	344621	10/15/19	545.00
TECHNOLOGY INTEGRATION GROUP	MIS EQUIP	344622	10/15/19	175.09
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST	344623	10/15/19	1,060.00
TERRA BELLA NURSERY INC	SUCCULENTS FOR CITY HALL	344624	10/15/19	861.78
THE ABBEY CATERING	GOVERNMENTAL PURPOSES	344625	10/15/19	369.69
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE PERIOD 7/01/19 TO 9/30/19	344626	10/15/19	300.00
THE BUMPER GUY INC	AUTO PARTS, SIDE BRACKET	344627	10/15/19	1,817.74
THE STAR NEWS	ADVERTISING NOTICES OCT 04, 2019	344628	10/15/19	51.25
THOMSON REUTERS WEST	LEGAL PUBLICATION UPDATES / 2019	344629	10/15/19	7,374.64
TITAN EMPIRE INC	INVESTIGATIVE SVCS AUG 09, TO OCT 02, 2019	344630	10/15/19	17,677.75
U S BANK	CREDIT CARD PAYMENT - CMO	344631	10/15/19	3,665.15
U S BANK	CREDIT CARD PAYMENT SEP 2019	344632	10/15/19	108.26
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	344633	10/15/19	643.45
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES - PW	344634	10/15/19	862.51
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY VETCARE	344635	10/15/19	643.16
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE	344636	10/15/19	272.04
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	344637	10/15/19	10,754.43
VISTA PAINT	MOP 68834 GENERAL SUPPLIES - PW	344638	10/15/19	917.84
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	344639	10/15/19	2,704.91
WEST PAYMENT CENTER	INVESTIGATIVE SERVICE	344640	10/15/19	1,217.26
WETMORES	REAR BRAKE DRUM	344641	10/15/19	2,790.25
WETMORES	MOP 80333 AUTO SUPPLIES - PW	344642	10/15/19	144.43
WHITAKER BROTHERS	WID T-LED-3 ~	344643	10/15/19	876.54
WILLY'S ELECTRONIC SUPPLY	MOP 00351 BATTERIES PD	344644	10/15/19	197.93
Z A P MANUFACTURING INC	RESHEETING OF TRAFFIC SIGNS	344645	10/15/19	6,769.92

A/P Total 427,524.15

WIRED PAYMENTS

PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE OCT 2019	650246	10/11/19	532.40
ADMINSURE INC	W/C ACCOUNT REPLENISHMENT SEP 2019	818406	10/9/19	87,354.04
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET SEPTEMBER 2019	818409	10/9/19	33,803.50
UNION BANK OF CALIFORNIA	NC 2012 GO REF BONDS SVCS	818412	10/9/19	1,165.00

GRAND TOTAL

\$ 550,379.09

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

BRAD RAULSTON,
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 19TH OF NOVEMBER 2019.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Chapter 13.18 of the National City Municipal Code regarding tree preservation of the city-owned trees and parkway landscaping as the City's Urban Forest Management Plan. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and adoption of an Ordinance of the City Council of the City of National City amending National City Chapter 13.18 of the National City Municipal Code regarding tree preservation of the city-owned trees and parkway landscaping as the City's Urban Forest Management Plan.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: _____



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Ordinance of the City Council of the City of National City amending National City Municipal Code Title 13, Section 13.18, regarding street trees and the adoption of the Urban Forest Management Plan.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Urban Forest Management Plan (on file with the Office of the City Engineer)
3. Proposed Ordinance

Explanation

On November 5, 2019, staff presented the Street Tree Ordinance and UFMP. City Council voted 4-0 to approve the introduction / first reading of the Ordinance. The explanation was presented in the staff's report for the November 5, City Council meeting. Said amendments to National City Municipal Code Section 13.18 and UFMP are now presented for the second reading and adoption.

ORDINANCE NO. 2019 –

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING CHAPTER 13.18 OF THE NATIONAL CITY MUNICIPAL CODE
REGARDING TREE PRESERVATION OF CITY-OWNED TREES AND PARKWAY
LANDSCAPING AS THE CITY'S URBAN FOREST MANAGEMENT PLAN**

WHEREAS, this ordinance furthers Policy Goal OS-4 of the City's General Plan that strives to maintain and promote "[a] healthy and thriving urban forest that serves as an environmental, economic, and aesthetic resource"; and

WHEREAS, this ordinance furthers Policy OS-4.5 that seeks to "develop and maintain standards for the preservation and maintenance of the tree canopy, including pruning and trimming of street trees to allow for pedestrian and vehicular safety, while maintaining aesthetic value"; and

WHEREAS, this ordinance also furthers Objective No.4(c) of the 2017-2022 Strategic Plan in that it improves City infrastructure, which for purposes of this ordinance, represents the City's urban forest; and

WHEREAS, the City currently follows applicable standards of the International Society of Arboriculture and the American National Standards Institute for tree maintenance; and

WHEREAS, recognizing the need for a standardized, scientific approach, the City specifically follows the Tree Care Industry Association's latest standards for tree maintenance as described in the most current version of the American National Standards Institute, ANSI A300, to develop consensus for an official American National Standard; and

WHEREAS, adoption of this ordinance would further those maintenance standards of the International Society of Arboriculture, the American National Standards Institute, and the Tree Care Industry Association; and

WHEREAS, adoption of this ordinance is required pursuant to the terms of the CalFire Greenhouse Gas Reduction Fund – Urban and Community Forestry Program for the National City Urban Forest Management Planning Project; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code.

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

SECTION 1. Chapter 13.18 of the National City Municipal Code is hereby deleted in its entirety and amended to read as follows:

TREE PRESERVATION OF CITY-OWNED TREES AND PARKWAY LANDSCAPING

Sections:

- 13.18.010 Purpose.
- 13.18.020 Generally.
- 13.18.030 Authority.
- 13.18.040 Definitions.
- 13.18.050 City Engineer, or designee.
- 13.18.060 Board oversight.
- 13.18.070 Urban Forestry Management Plan.
- 13.18.080 City tree inventory.
- 13.18.090 Species, cultivars, and varieties.
- 13.18.100 Maintenance and preservation.
- 13.18.110 Pruning and maintenance of city trees.
- 13.18.120 Landscaping required.
- 13.18.130 Nonconforming parkway uses.
- 13.18.140 Removal of city trees.
- 13.18.150 Protection of city trees.
- 13.18.160 Maintenance and shrubs and ground cover.
- 13.18.170 Approval required.
- 13.18.180 Nuisance abatement.
- 13.18.190 Violations and penalties.
- 13.18.200 Public utilities.
- 13.18.210 Severability.

Section 13.18.010. Purpose.

A. National City’s urban forest provides a number of social and environmental benefits, both tangible and intangible. A healthy urban forest can improve local air quality and human health, as trees absorb carbon dioxide and other pollutants and replenish oxygen. The biological diversity of wildlife and plant communities is enhanced by the favorable conditions created by trees. Extensive tree canopies reduce the urban heat island effect, thereby (1) reducing the amount of heat absorbed and the need for air conditioning, thus reducing energy use and the emission of greenhouse gases, and (2) making streets and sidewalks more pleasant places to walk and extending the life of street paving. Also, a healthy urban forest can decrease wind speed, reduce the negative effects of solar glare, reduce stormwater runoff, stabilize soils, and assist in improving water quality.

B. Other benefits of urban forests to city residents include: increased traffic safety through the use of street trees; economic development through an improved aesthetic image of the city; increased property values and additional revenue generated by businesses, visitors and new residents attracted to the urban forest image of the city; and improved overall quality of life.

Therefore, the purpose of this ordinance is also to:

C. Preserve and grow the city's canopy cover by protecting city trees and expanding the protection of city trees on public property.

D. Safeguard the city's urban forest by providing for the regulation of the protection, planting, maintenance, and removal of trees in the city.

E. Protect the visual and aesthetic character of the city.

F. Improve and enhance property values by conserving and adding to the distinctive and unique aesthetic character of the many areas of the city.

G. Improve the quality of life for residents, visitors and wildlife.

H. Maintain and enhance the general health, safety and welfare of the city and its residents by assisting in counteracting air pollution and in minimizing soil erosion and other related environmental damage.

I. Protect and maintain healthy trees in the land use planning processes as set forth in this Ordinance.

J. Establish procedures and practices for fulfilling the purposes of this city tree and tree protection ordinance.

K. Supplement the city's policies and administrative procedures.

Section 13.18.020. Generally.

A. No landscaping, maintenance of landscaping, or construction may be done by any person within any parkway of the city, or cause or permit the same to be done, except in accordance with the provisions of this chapter.

Section 13.18.030. Authority.

A. The City Manager, or designee, shall have the authority and jurisdiction to regulate the management, maintenance, planting, care, and removal of certain trees within the public right-of-way or on public property to ensure safety, protect the environment, or to preserve or enhance the aesthetics of such public sites.

Section 13.18.040. Definitions.

A. "Approved tree species master list" means a listing of trees as approved by the City Council that are deemed appropriate for planting on a city-wide basis, or in limited areas as determined by the tree manager. This listing shall consider, as appropriate, ultimate tree canopy and root growth; compatibility with nearby buildings, sidewalks, and streets; shade canopy provided; and fire resistance. It shall also include a listing of invasive or otherwise undesirable trees that the city has determined shall not be planted

within the city by public or private parties as part of a development plan. The approved tree species master list shall be maintained by the Tree Manager and shall be made available to the public.

B. “ANSI Z133” is the professional arboriculture best management practices developed under the American National Standards Institute and written by the Accredited Standards Committee for safety in tree trimming operations.

C. “ANSI A300” is the professional arboriculture best management practices developed under the Tree Care Industry Association and written by the Accredited Standards Committee for overall tree health management and maintenance.

D. “City” shall mean the City of National City.

E. “City Engineer, or designee” means, for purposes of this tree preservation ordinance, the person in the Public Works Department who shall serve as the city’s tree resource and shall advise the City Manager and all departments on urban forestry matters.

F. “City tree” means a tree within the city’s public rights-of-way, parks, or other public places and is maintained by the city.

G. “Dripline area” means the area from the trunk of a tree to the outermost edge of the tree canopy.

H. “Emergency removal” means that a tree must be immediately removed due to an imminent threat to persons or property due to structural defect, insect or disease, or imminent failure, as determined by a qualified arborist.

I. “Excessive pruning” means removing more branches, stems, and roots than necessary to accomplish the desired objective. Typical maintenance requires that no more than twenty-five (25) percent of a tree’s total number of major branches or canopy volume be removed in a single year. Any maintenance that requires pruning in excess of the twenty-five (25) percent threshold described this section can injure a tree and is prohibited unless approved by the tree manager.

J. “Ground cover” means grass, turf, or perennial plants that normally grow in a flat, horizontal manner so as to conceal, or with the purpose of concealing, the ground surface, that do not normally exceed eight inches in height, and that will tolerate light pedestrian traffic.

K. “Hazard” or “hazardous” means a tree, or part of a tree, that has been assessed for risk and found to be very likely to fail and cause severe consequences by causing injury, damage, or disruption.

L. “Injury” means any damage to a tree resulting from any activity, including but not limited to excessive pruning, cutting, topping, trenching, excavating, altering the grade, paving or compaction within the tree protection zone, including deliberate damage such as vandalism.

M. “International Society of Arboriculture (ISA)” is a tree care industry (private and public) membership association and credentialing program for the professional practice of arboriculture.

N. “Landscaping” means the use of architectural and horticultural materials to provide control of erosion, dust, weeds and accumulation of litter in a manner complementary to the purpose of adding natural environmental quality to a premises. Landscaping also includes trees, shrubs, ground covers and other planting materials providing shade, visual screening, aesthetic enhancement, soil conservation, and

reduction of fire hazards, reduction of harborages of rodents, reduction of vermin and reduction of disease-bearing creatures.

O. "Landscaping maintenance" includes sufficient irrigation, fertilization, pruning, trimming and training to keep plants in a healthy, vigorous condition. Removal of dead materials, weeds and accumulated litter, rubble or other foreign substances is required. Maintenance also includes re-seeding, replacement of dead plants and planting where necessary to restore a landscaped area to the level of "coverage" required of a new installation.

P. "Maintain" or "maintenance" means pruning, spraying, fertilizing, watering, treating for disease or injury, or other similar acts which promote the growth, health, safety, beauty, and the life of trees.

Q. "Maintenance plan" means a plan of maintenance adopted by the City Council for Maintenance of city trees that incorporates ISA standards, ANZI A300, and ANSI Z133 best management practices.

R. "Park" means and includes any park owned, operated, or maintained by the city.

S. "Parkway" means that part of the public street right-of-way between the curb, or edge of paved roadway where there is no curb, and the property line separating the street right-of-way from abutting private property. Parkways are generally used for public sidewalks, public utility poles, fire hydrants, street signs and other public facilities. The remaining parkway area is generally "landscaped."

T. "Pruning" means the selective removal of plant parts to meet specific Maintenance goals and objectives.

U. "Public nuisance" shall have the same meaning as defined in Section 18.44.160.

V. "Public places" means and includes all grounds, other than streets or parks, owned by, leased to, or otherwise under the control of the city.

W. "Risk" is the combination of the likelihood of an event and the severity of the potential consequences.

X. "Shrub" means any woody perennial plant commonly achieving a height of less than ten feet in height at maturity and usually having multiple stems.

Y. "Street tree" means and includes any woody perennial plant typically having a single trunk commonly achieving ten feet in height or greater at maturity and capable of being pruned to develop a branch-free trunk at least nine feet in height and that is located within city rights-of-way.

Z. "Topping" means the leader and branch stub cutting of a tree to a lower height. "Topping" also means the reduction of tree size using internodal cuts without regard to tree health or structural integrity.

AA. "Tree protection and preservation plan" means a plan that outlines measures to protect and preserve trees on a project. This plan shall include requirements for preconstruction; treatments during demolition and/or construction; establishment of a tree protection zone; tree monitoring and inspection schedule.

BB. "Tree protection zone" means the area around a tree typically from five feet beyond the drip line to the trunk, as determined by the City Engineer, or designee. No soil disturbance or other activity is permitted within the tree protection zone unless otherwise approved by the City Engineer, or designee.

CC. “Urban forest” means the trees and shrubs that comprise the tree canopy in the city’s rights-of-way, streets, parks, and under the circumstances specified in this ordinance, private property.

DD. “Urban forest management plan” means a plan that summarizes the ordinances, policies and procedures as approved by the city that provide direction and goals regarding the planting, maintenance, health care, protection of trees, and long-term health of the urban forest.

EE. “Urban forest management program” means the ordinances, plans, policies and procedures as approved by the city that provide direction and goals regarding the planting, maintenance, care, and protection of trees.

Section 13.18.050. City Engineer, or Designee.

A. The City Engineer, in consultation with qualified tree specialist(s), as necessary, shall serve as the city’s tree resource and shall advise the City Manager and all departments on urban forestry matters. The City Engineer, or designee, may plant, remove, or regulate and control the planting or removal of all city trees planted within the rights-of-way of any city street. The City Engineer, or designee, may formulate and publish an approved tree species master list and maintenance plan subject to parks, recreation, and senior citizens’ advisory board approval. The City Engineer, or designee, shall also serve as staff liaison to the parks, recreation, and senior citizens’ advisory board.

B. The City Engineer, or designee, shall make inspections of all parkway landscaping. If any such inspection reveals that landscaping is not properly installed or maintained, the City Engineer, or designee, shall cause written notice to be issued to the property owner responsible for such work. The notice must include a description of the required improvements and must set a reasonable time for compliance. Appeals may be taken from such written notice by filing a written appeal with the parks, recreation, and senior citizens’ advisory board. After considering the evidence, the advisory board shall decide the property owner’s appeal and issue its order on the appeal. The property owner may appeal the parks, recreation, and senior citizens’ advisory board’s decision to the city council, whose decision on the matter shall be final.

C. If any work required by an “order to comply” is not satisfactorily completed within the time specified therein, the city, or a subcontractor, may complete the necessary work. The city may charge the cost of such work to the property owner. Such a charge, if not timely paid in full by the property owner, in addition to other penalties, may be made a lien against that property in accordance with the city’s abatement procedure.

Section 13.18.060. Board oversight.

A. The parks, recreation, and senior citizens’ advisory board shall review and provide comments on city plans and policies related to urban forestry, including updates to the various aspects of the city’s Urban Forest Management Plan and, shall among other things:

1. Review and provide comments on a maintenance plan prior to consideration by the City Council.
2. Review and provide comments on the approved tree species master list before consideration by the city council.
3. Review and provide comments to the City Engineer, or designee, on proposed city tree removals except in the case of emergency removals.
4. Review and provide comments to the City Engineer, or designee, on proposed changes to the city's urban forest management plan and urban forest management program.

Section 13.18.070. Urban Forest Management Plan.

A. The urban forest management plan provides the city with an evaluation of the urban forest and its management, detailing recommendations for setting and achieving goals, and informs the city's residents of these evaluations and goals. The Urban Forest Management Plan provides a "road map" for managing the city's urban forest. As an ever-changing ecosystem, the city's urban forest requires appropriate management actions to optimize the benefits derived from it while meeting various city safety and economic goals. Specifically, the urban forest management plan evaluates the current condition of the city's urban forest, discusses its benefits, explores and addresses public needs and concerns, establishes urban forest goals and objectives, and outlines a set of actions to manage the urban forest and meet those goals.

Section 13.18.080. City Tree Inventory.

A. The city is to maintain a baseline tree inventory of all trees located within the city's rights-of-way by updating tree information as needed. The inventory is to include all street trees, stumps, and vacant sites located in street rights-of-way, medians, and city facilities. The tree inventory will include global positioning system mapping of each individual tree or vacant space. All collected data to be analyzed for species diversity, overall health, age distribution, maintenance requirements, and environmental benefits. Tree data to be used in the conjunction with urban forestry goals established in the urban forest management plan.

Section 13.18.090. Species, Cultivars, and Varieties.

A. All trees to be planted in city rights-of-way, parks, or other public spaces shall conform to approved tree palettes identified in adopted city and community master plans, general plans, specific plans, and any maintenance plans, and as reflected in the approved tree species master list contained in the urban forest management plan. Exceptions may be granted subject to recommendation by the parks, recreation, and senior citizens' advisory board and the review and approval of the City Engineer, or designee. The initial approved tree species master list shall be reviewed and approved by the city council. Minor revisions may be made by the City Engineer, or designee, following review by the parks, recreation, and senior citizens' advisory board.

Section 13.18.100. Maintenance and Preservation.

A. All city trees shall be maintained in accordance with the city's Urban Forest Management Plan, which may be reviewed periodically by the parks, recreation, and senior citizens' advisory board. The city shall consider the long-term sustainability of the tree canopy in various areas of the city and proactively maintain or remove trees in a manner that promotes the long term sustainability and enhancement of the city's urban forest. The city will use the most current ISA standards and ANSI A300 best management practices to protect, where practicable, existing trees from the impacts of development and maintenance projects.

Section 13.18.110. Pruning and Maintenance of City Trees; Landscaping Maintenance.

A. Trees located within public street parkways will be pruned by city forces, or city subcontractors, and not by private property owners. Public utility companies may prune such trees without written permission from the city, if the existence of the tree creates a significant possibility that the continuation of safe, efficient and reliable service to the customers being served may be impaired. Pruning of city trees must conform to the pruning practices specified in ISA standards, ANZI A300, and ANSI Z133 best management practices. Topping of any city tree shall be prohibited as it is not an acceptable pruning practice, unless authorized by the City Manager in writing after consultation with the parks superintendent.

B. All woody and leaf materials resulting from the pruning operation must be properly recycled consistent with Chapter 9.52.

C. Any person who wishes to plant, cut down, trim, prune, remove, or in any way interfere with the natural growth of any city tree planted within any parkway, city street rights-of-way, or on other city property, must receive written permission from the City Engineer, or designee, before starting such work. The director is authorized to require all, or any part of, approved work to be performed by or under the supervision of city employees or subcontractors. The City Engineer, or designee, must provide advice and consultation to aid in the elimination of any hazard, undesirable landscape effect, or disease infestation where such action is beneficial to the overall street or block in which the city tree is located. If the desired action by the applicant is refused, the applicant may request a hearing before the parks, recreation, and senior citizens' advisory board for further review.

D. Public utility companies may not remove a city tree without first obtaining written permission to do so from the City Engineer, or designee.

E. Maintenance of shrubs and ground cover, as well as watering and fertilizing city trees, does not require written permission from the City Engineer, or designee.

F. Adjoining property owners must adequately maintain the parkway area. All landscaped parkways must be continuously maintained.

Section 13.18.120. Landscaping Required.

A. Whenever sidewalks are required in conjunction with the issuance of any building permit, parkway landscaping shall also be installed.

Section 13.18.130. Nonconforming Parkway Uses.

A. Parkway that are not landscaped shall be leveled to the grade of adjoining sidewalks, or adjoining curbs where there are no sidewalks, and shall thereafter be maintained free of weeds and accumulation of litter. Such work shall be the responsibility of the adjoining property owner.

Section 13.18.140. Removal of City Trees.

A. No person shall remove any city tree without submitting a written tree removal request to the City Engineer, or designee, and receiving written approval for such removal from the City Engineer, or designee.

B. Any city tree removed shall have its stump removed to a depth at least sixteen (16) inches below the adjacent ground level, or as determined by the City Engineer, or designee. If appropriate as determined by the City Engineer, or designee, a minimum of one replacement tree of a type, size, and location shall be planted.

Section 13.18.150. Protection of City Trees.

A. Every effort should be made to protect city trees during construction. If construction activity, or the movement of equipment will take place within the dripline area of any city tree, a fenced tree protection zone shall be established by the City Engineer, or designee, except that the fenced area shall not include private property. No person shall store any equipment, store any solid or liquid waste materials, or any other liquids which may be injurious to a tree, nor excavate any ditches, tunnels, trenches or drive within the tree protection zone. Should a construction project on private property involve digging, excavating or trenching within the tree protection zone, a tree protection and preservation plan must be prepared by the property owner and approved by the City Engineer, or designee.

B. Tree protection and preservation plans shall use the most current ISA standards and ANSI A300 best management practices to protect existing trees from the impacts of development and maintenance projects.

C. No person shall place, or cause to be placed, any stone, cement, or other substance that would impede the free entrance of water or air to the roots of any tree planted along any street, or on other city-owned property. However, any substance described in this Section may be installed if a radius of at least eighteen inches, measured from the trunk of the tree outward, exists all around the trunk of such tree.

D. No person shall deface, mutilate or attach or place any rope, wire, sign, poster, handbill or other thing to or on any city tree growing along any city street or public place, or to cause any wire charged with electricity to come in contact with such tree. Similarly, no person shall allow any brine, oil, liquid, dye, salt, or other substances

injurious or harmful to plant life to lie, leak, flow, drip into or onto, or to come into contact with, the city tree or the soil around the base of such tree.

E. Nothing in this chapter is intended to prevent a private property owner from being able to develop their property.

Section 13.18.160. Maintenance of Shrubs and Ground Cover.

A. No person shall plant, or cause to be planted, any tree, shrub, or plant or ground cover in the parkway, except as provided in this chapter. Grass, turf, or other ground cover plantings may be planted in the parkway if such plantings are not allowed to attach themselves to or ascend the trunk of any tree. Planting, cutting, mowing, watering, fertilizing, and all other maintenance of grass, turf, or other ground cover in the parkway must be performed by the adjacent property owner, subject to the restrictions in this chapter.

Section 13.18.170. Approval Required.

A. Unless performed pursuant to a city maintenance plan, or as part of an approved development, any work performed in the city's rights-of-way, parks, or other public areas shall require the written approval of the City Engineer, or designee, before committing any of the following acts:

1. Removing, cutting, pruning, breaking, injuring, defacing, or in any other way interfering with any tree, or any part thereof, either above or below the ground.
2. Planting any tree or shrub not identified on the approved tree species master tree or council-adopted maintenance plan.
3. Spraying, or otherwise applying, any chemical on any tree or shrub.
4. Securing any rope, wire, sign, or other device on or about such tree or shrub.
5. Removing or injuring any guard or device intended to assist in the growth and health of a tree or shrub.
6. Closing or obstructing the base or branch of a tree or shrub that may limit the ability of the tree or shrub to grow or absorb water or nutrients.

B. Nothing in this chapter shall preclude a property owner from maintaining the parkway in front of the property owner's property as may be required by law.

Section 13.18.180. Nuisance Abatement.

A. The City Engineer, or designee, may declare any tree or shrub a public nuisance, and provide notice of such nuisance, as set forth in Section 18.44.160.

B. In addition to Section 18.44.160, any tree or shrub located on a city parkway neither planted with an approved permit, nor conforming to the approved tree species master list (at the time of the planting) may also be considered a nuisance if, for example, the species of tree is declared by the City Engineer to be invasive, or if the species of tree poses a risk to the health and safety of residents. The public works department, or subcontractor of the city, is authorized to abate, or cause to abate, any tree or shrub described in this Section by trimming, pruning, cutting or removing such tree or shrub in

its entirety. The public works department, or subcontractor of the city, is also authorized to trim, prune, cut, or remove that portion of a tree or shrub described in this Section as may be necessary to eliminate any interference, obstruction, or dangerous condition caused by such tree or shrub.

Section 13.18.190. Violations and Penalties.

A. Violations of this chapter shall be punishable as prescribed in Section 1.36.160. Nothing in this section, or Section 1.36.160, shall limit the city's ability to seek restitution for damage to city trees, or shrubs in accordance with valuation methodologies as outlined by the Tree Care Industry Association, the International Society of Arboriculture, the American National Standards Institute, or as outlined in the city's Urban Forest Management Plan, or additional penalties as established by law in the State of California.

Section 13.18.200. Public Utilities.

A. No species of trees or large shrubs shall be planted under overhead lines or over underground utilities if its growth might interfere with the installation or maintenance of any public utilities.

Section 13.18.210. Severability.

A. If any one portion or section of this ordinance shall be determined to be invalid, the remaining portions or sections shall remain in full force and effect.

SECTION 2.

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

SECTION 3.

The City Council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the City Council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

SECTION 4.

The proposed action is categorically exempt from the California Environmental Quality Act (“CEQA”) under Sections 15307-15308 because the ordinance is designed to protect the City’s natural resources and environment. This ordinance contains enforcement procedures that allow the City to maintain and enhance City-owned trees and provides a regulatory process to achieve these environmental goals.

PASSED and ADOPTED this 19th day of November, 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: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City establishing Residential Permit Parking District "M" on both sides of Sheryl Lane \(TSC 2019-09\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of a Resolution by the City Council of the City of National City establishing Residential Permit Parking District "M" on both sides of Sheryl Lane (TSC 2019-09).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Hold public hearing and approve Resolution establishing Residential Permit Parking District "M".

BOARD / COMMISSION RECOMMENDATION:

At their meeting on September 11, 2019, the Traffic Safety Committee unanimously approved the staff recommendation to establish Residential Permit Parking District "M".

ATTACHMENTS:

1. Explanation w/Exhibit
2. Affidavit of Posting "Notice of Public Hearing"
3. Staff Report to the Traffic Safety Committee on September 11, 2019 (TSC No. 2019-09)
4. Resolution

EXPLANATION

Mr. Mitchel Beauchamp and his neighbors have signed a petition requesting that the City establish a Residential Permit Parking District on both sides of Sheryl Lane. Mr. Beauchamp stated that there is a lack of on-street parking available due to the several apartment complexes next to Sheryl Lane. Mrs. Beauchamp also stated that this apartment complex does not provide sufficient parking spaces for renters, which has caused significant parking impact, in the area. Mr. Beauchamp also stated that the establishment of a Residential Permit Parking District on both sides of Sheryl Lane is a potential solution for this issue since it would allow area residents to park their vehicles in front of their houses. Sheryl Lane is approximately two blocks long consisting primarily of single family residences.

Section 22507 of the California Vehicle Code allows jurisdictions to create preferential parking permit programs through ordinance or resolution based on provisions that are reasonable and necessary to ensure the effectiveness of the program. The ordinance or resolution may include a designation of certain streets upon which preferential parking privileges are given to residents and merchants adjacent to the streets for their use and the use of their guests, under which the residents and merchants may be issued a permit or permits that exempt them from the prohibition or restriction of the ordinance or resolution.

In addition to the provisions of Section 22507 of the California Vehicle Code, City Council Policy No. 710 "Residential Permit Parking Program" provides guidelines for establishing and regulating residential permit parking programs / districts in National City. In determining whether a residential area identified as eligible for residential permit parking may be designated as a Residential Permit Parking District, City Council shall take into account factors which include but are not limited to the following:

- 1) The extent of the desire and need for the residents to have residential permit parking;
- 2) The extent to which legal on-street parking spaces are occupied by motor vehicles during the period proposed for parking restriction;
- 3) The extent to which motor vehicles registered to persons residing within the proposed Residential Permit Parking District boundaries cannot be accommodated by the number of available off-street parking spaces.

Currently, there are nine active Residential Permit Parking Districts in National City established through City Council Resolution: "A", "C", "D", "E", "F", "G", "H", "I", "J" and "L". Parking District "K" was approved by City Council, but will not be posted until the redevelopment project on the northeast corner of National City Blvd and E. 16th Street is completed. See attached map.

According to City Council Policy the following minimum criteria must be met in order for a Residential Parking Permit District to be considered:

- 1) The Residential Parking Permit District shall consist of at least one side of a street section between two consecutive streets. *This condition is met.*
- 2) A petition shall be signed by 60 percent of the property owners within the proposed boundaries of the Residential Parking Permit District. *This condition is met.*
- 3) At least 70 percent of available curbside parking spaces are occupied by commuter vehicles (vehicles registered to owners living outside of the proposed parking district boundaries) during the time the parking study is being conducted. *This condition is met (see explanation below).*

This item was presented to the Traffic Safety Committee (TSC) on September 11, 2019. Mrs. Elia Ramirez and other residents living on Sheryl Lane were in attendance at the meeting. All of the residents expressed concerns about parking issues on Sheryl Lane and agreed that the establishment of a Residential Permit Parking District on Sheryl Lane is a potential solution to addressing the lack of available parking.

Parking enforcement officers from the City's Neighborhood Services Division performed license plate surveys of vehicles parked in the proposed Parking District over a two-week period. Data was collected on various days of the week at 6:00 a.m. and again at 4:00 p.m. The data shows that during 4 days of the parking survey period, 70% or more of the on-street parking was occupied by commuter vehicles. Therefore, the third condition of the City Council Policy is met.

Engineering staff did an additional study of parking occupancy to compare the number of area resident vehicles versus the number of commuter vehicles. The result of this study indicates that an average of 66 percent of the total on-street vehicles parked within the proposed District boundary were occupied by vehicles not belonging to the residents of the proposed Parking District around 6:00 a.m., an average of 72 percent were occupied by vehicles not belonging to residents of the proposed Parking District around 4:00 p.m.

Based on the above-mentioned conditions, staff's recommendation is to support the establishment of a Residential Permit Parking District on Sheryl Lane for. The Traffic Safety Committee voted unanimously to support establishment of the parking district.

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

Proposed Residential Parking Permit District on both sides of Sheryl Lane (TSC Item: 2019-09)



AFFIDAVIT OF POSTING
NOTICE OF PUBLIC HEARING

State of California)
)
County of San Diego)

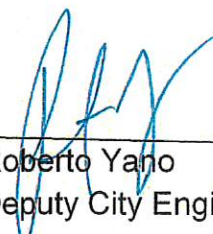
Roberto Yano, being first duly sworn, certifies:

THAT he is now and has been the Deputy City Engineer of the City of National City:


THAT the City Council of National City will hold a Public Hearing on November 19, 2019, to consider **ESTABLISHING A RESIDENTIAL PARKING PERMIT DISTRICT "M" ON BOTH SIDES OF SHERYL LANE, PURSUANT TO CITY COUNCIL POLICY 710 ENTITLED RESIDENTIAL PERMIT PARKING PROGRAM.**

THAT he caused the notices of said Public Hearing to be posted at intervals of no more than 100 feet as prescribed by law, on the 4th day of November 2019 and thereafter, he made this affidavit and filed it with the City Clerk of the City of National City.

Dated at National City, California this 4th day of November 2019.



Roberto Yano
Deputy City Engineer



Michael R. Dalla, CMC
City Clerk

**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR SEPTEMBER 11, 2019**

ITEM NO. 2019-09

ITEM TITLE: REQUEST TO ESTABLISH A RESIDENTIAL PARKING PERMIT DISTRICT "M" ON BOTH SIDES OF SHERYL LANE

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

DISCUSSION:

Mr. Mitchel Beauchamp and his neighbors have signed a petition requesting that the City establish a Residential Permit Parking District on both sides of Sheryl Lane. Mr. Beauchamp stated that there is a lack of on-street parking available due to the 70-unit apartment complex next to Sheryl Lane. Mrs. Beauchamp also stated that this apartment complex does not provide sufficient parking spaces for renters, which has caused significant parking impact, in the area. Mr. Beauchamp also stated that the establishment of a Residential Permit Parking District on both sides of Sheryl Lane is a potential solution for this issue since it would allow area residents to park their vehicles in front of their houses.

Section 22507 of the California Vehicle Code allows jurisdictions to create preferential parking permit programs through ordinance or resolution based on provisions that are reasonable and necessary to ensure the effectiveness of the program. The ordinance or resolution may include a designation of certain streets upon which preferential parking privileges are given to residents and merchants adjacent to the streets for their use and the use of their guests, under which the residents and merchants may be issued a permit or permits that exempt them from the prohibition or restriction of the ordinance or resolution. See attached copy of Section 22507 of the California Vehicle Code.

Currently, there are ten active Residential Permit Parking Districts in National City established through City Council Resolution: "A", "C", "D", "E", "F", "G", "H", "I", "J", and "L". Parking District "K" was approved by City Council, but will not be posted until the redevelopment project on the northeast corner of National City Blvd and E. 16th Street is completed. See attached map.

With Mr. Beauchamp's initiative, a petition was created and distributed by residents around the neighborhood. The petition was then submitted to Engineering staff for review. The neighborhood is composed of the following single-family residences on Sheryl Lane: 1843, 1845 on E. 16th Street and 1401, 1409, 1410, 1415, 1427, 1430, 1440, 1445, 1501, 1507, 1517 on Sheryl Lane, and the following multi-family residences: 1420, 1504-1510, 1512-1516 on Sheryl Lane.

According to City Council Policy the following minimum criteria must be met in order for a Residential Parking Permit District to be considered:

- 1) The Residential Parking Permit District shall consist of at least one side of a street section between two consecutive streets. *This condition is met.*

- 2) A petition shall be signed by 60 percent of the property owners within the proposed boundaries of the Residential Parking Permit District. *This condition is met.*
- 3) At least 70 percent of available curbside parking spaces are occupied by commuter vehicles during the time the parking study is being conducted. *This condition is met. Please see explanation below.*

Parking enforcement officers from the City's Neighborhood Services Division performed license plate surveys of vehicles parked in the proposed Parking District over a two-week period. Data was collected on various days of the week at 6:00 a.m. and again at 4:00 p.m. The data shows that during 4 days of the parking survey period, 70% or more of the on-street parking was occupied by commuter vehicles. See attached Table I summary of parking survey results. Therefore, the third condition of the City Council Policy is met.

Engineering staff did an additional study of parking occupancy to compare the number of area resident vehicles versus the number of commuter vehicles. The result of this study indicates that an average of 66 percent of the total on-street vehicles parked within the proposed District boundary were occupied by vehicles not belonging to the residents of the proposed Parking District around 6:00 a.m., an average of 72 percent were occupied by vehicles not belonging to residents of the proposed Parking District around 4:00 p.m. See attached Table II summary of survey results.

STAFF RECOMMENDATION:

Since all of the three conditions of the City Council Residential Permit Parking District Policy are met, Engineering staff recommends the establishment of Residential Permit Parking District "M" on both sides of Sheryl Lane.

EXHIBITS:

1. Resident's Request
2. Petition
3. Public Notice
4. Location Map
5. Photos
6. Parking Occupancy Survey Results Table I & Table II
7. Existing Residential Permit Parking District Map
8. Section 22507 of the California Vehicle Code
9. Residential Permit Parking Program - Policy Number 710

2019-09



PUBLIC REQUEST FORM

Contact Information

Name: Mitchel Beauchamp
Address: _____
Phone: _____ Email: _____

Request Information

Location: _____
Request: Residential parking district on Sheryl Ln

Attachments: Yes No Description: _____

Internal Use Only:

Request Received By: Luca Zappiello Date: 6/27/19
Received via: Counter/In-Person Telephone Email Fax Referral: _____
Assigned To: _____
Notes: _____

ENG & PW DEPT. REQUEST FOR RESIDENTIAL PERMIT PARKING DISTRICT

CITY OF NATIONAL CITY

PETITION TO ESTABLISH A RESIDENTIAL PERMIT PARKING DISTRICT ON
SHERYL LANE

3:00 AM 10:37 JUN 27 '19

NAME (PRINT)	SIGNATURE	DATE	STREET ADDRESS
Roberto		16 junio	1512 Sheryl Ln
ANA MARI Calderon			1512 Sheryl Ln
CONRADO Gilberto Garcia Deleon,		17 June	1504 & 1510
mario		17 June	1440 Sheryl Ln
Indira Deleon		6/17/19	1401 SHERYL LANE Natl City CA 91950
EDUARDO DIAZ		6/17/19	1409 SHERYL LANE NATIONAL CITY CA 91950
Maria L. Castro		6/17/19	1415 Sheryl Ln National City CA 91950
Rodolfo Merdozo		6/17/19	1415 Sheryl Ln National City CA 91950
GUSTAVO CHAVEZ		6/17/19	1427 SHERYL LANE NATIONAL CITY CA 91950
Sarah Salas		6/17/19	1445 Sheryl Ln National City CA 91950
Freddy Trillo		6/17/19	1507 Sheryl Ln National City
Antonio Felix		6/17/19	1845 E. 16TH ST NATIONAL CITY, CA 91950
MARINA GARCIA		6/18/19	1440 Sheryl Lane National City, CA 91950
GABRIEL SALAS		6-20-19	1445 SHERYL LN NATIONAL CITY, CA 91950
Pedro Marmoles		6-20-19	1517 Sheryl Lane
M. Vaya Mejia		6-22-19	1410 Sheryl Lane NL 91950

REQUEST FOR RESIDENTIAL PERMIT PARKING DISTRICT

**PETITION TO ESTABLISH A RESIDENTIAL PERMIT PARKING DISTRICT ON
SHERYL LANE**

NAME (PRINT)	SIGNATURE	DATE	STREET ADDRESS
<i>Marcus M. Brooks</i>		<i>6/26/19</i>	<i>1843 E 16th St</i>
<i>R. Mitchel Beaulieu</i>		<i>6/26/19</i>	<i>1843 E 16th St</i>

282



September 2, 2019

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2019-09

**REQUEST TO ESTABLISH A RESIDENTIAL PARKING PERMIT DISTRICT "M" ON
BOTH SIDES OF SHERYL LANE**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, September 11, 2019, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. 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 to the 2nd 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 2019-09.

Sincerely,

Stephen Manganiello
City Engineer

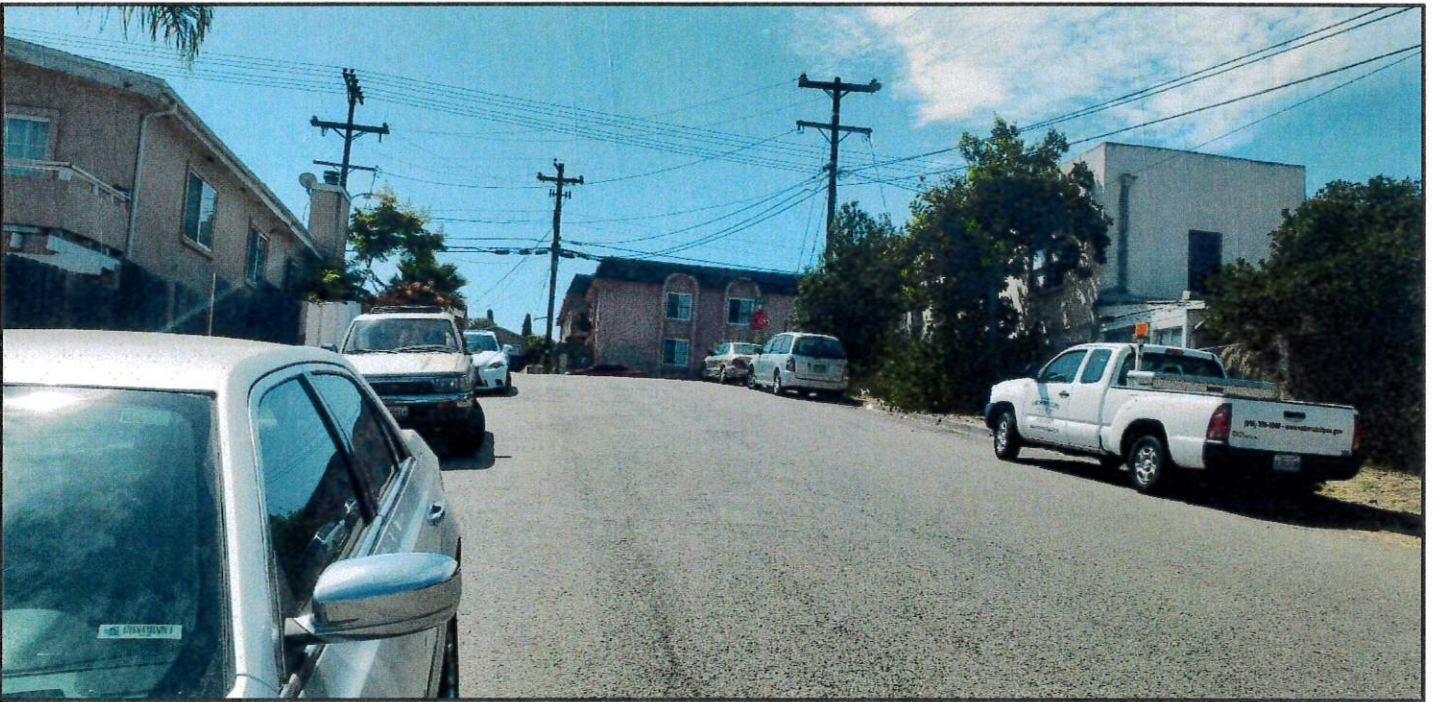
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Enclosure: Location Map

2019-09



Proposed Residential Parking Permit District "M" – Sheryl Lane (looking north)



Proposed Residential Parking Permit District "M" – Sheryl Lane (looking south)



Proposed Residential Parking Permit District "M" – Sheryl Lane (looking north)

Residential Permit Parking District on Sheryl Lane

Table I: Parking Occupancy Survey Results – On-street parking available

Date of survey	Time of survey	Total available on-street parking spaces (no.)	Total on-street parking occupied by area resident vehicles (no.)	Total on-street parking occupied by commuter vehicles (no.)	Total on-street parking spaces occupied (no.)	Percentage parking occupied by area residents from the total parking available (%)	Percentage parking occupied by commuter vehicles from the total parking available (%)	Percentage on-street parking spaces occupied (%)
Tuesday	7/30/2019 5:45 AM	33	12	18	30	36	55	91
Tuesday	7/30/2019 4:30 PM	33	7	23	30	21	70	91
Wednesday	7/31/2019 5:55 AM	33	9	19	28	27	58	85
Wednesday	7/31/2019 3:40 PM	33	8	16	24	24	48	73
Thursday	8/1/2019 5:50 AM	33	9	21	30	27	64	91
Thursday	8/1/2019 3:45 PM	33	7	18	25	21	55	76
Friday	8/2/2019 6:00 AM	33	11	19	30	33	58	91
Friday	8/2/2019 4:15 PM	33	8	23	31	24	70	94
Tuesday	8/6/2019 6:00 AM	33	10	24	34	30	73	103
Tuesday	8/6/2019 3:30 PM	33	9	24	33	27	73	100
Wednesday	8/7/2019 5:50 AM	33	8	22	30	24	67	91
Wednesday	8/7/2019 3:30 PM	33	9	16	25	27	48	76
Thursday	8/8/2019 6:15 AM	33	7	13	20	21	39	61
Thursday	8/8/2019 3:45 PM	33	10	20	30	30	61	91
Friday	8/9/2019 6:00 AM	33	8	22	30	24	67	91
Friday	8/9/2019 4:00 PM	33	11	21	32	33	64	97
Average early morning 6:00 am						31	61	92
Average late afternoon 4:00 pm						24	63	87
Total Average						27	62	89

* Total available on-street parking spaces have been determined by an on-site inspection and number of vehicles that can park on each curbside, with consideration for driveways. Please note that a vehicle length of 20 feet has been used.

Residential Permit Parking District on Sheryl Lane

Table II: Parking Occupancy Survey Results – Area Resident Vehicles vs Commuter Vehicles

Date of survey		Time of survey	On-street parking occupied by area resident vehicles n.	On-street parking occupied by commuter vehicles n.	Area resident vehicles + commuter vehicles n	Percentage parking occupied by area residents from the total vehicles parked %	Percentage parking occupied by commuter vehicles from the total vehicles parked %
Tuesday	7/30/2019	5:45 AM	12	18	30	40	60
Tuesday	7/30/2019	4:30 PM	7	23	30	23	77
Wednesday	7/31/2019	5:55 AM	9	19	28	32	68
Wednesday	7/31/2019	3:40 PM	8	16	24	33	67
Thursday	8/1/2019	5:50 AM	9	21	30	30	70
Thursday	8/1/2019	3:45 PM	7	18	25	28	72
Friday	8/2/2019	6:00 AM	11	19	30	37	63
Friday	8/2/2019	4:15 PM	8	23	31	26	74
Tuesday	8/6/2019	6:00 AM	10	24	34	29	71
Tuesday	8/6/2019	3:30 PM	9	24	33	27	73
Wednesday	8/7/2019	5:50 AM	8	22	30	27	73
Wednesday	8/7/2019	3:30 PM	9	16	25	36	64
Thursday	8/8/2019	6:15 AM	7	13	20	35	65
Thursday	8/8/2019	3:45 PM	10	20	30	33	67
Friday	8/9/2019	6:00 AM	8	22	30	27	73
Friday	8/9/2019	4:00 PM	11	21	32	34	66
Average early morning 6:00 am						34	66
Average late afternoon 4:00 pm						28	72
Total Average						31	69

of the Department of Transportation of such determination by the county health officer.

(b) No person shall stop, park, or leave standing any vehicle in violation of the restrictions stated on the signs or markings.

(c) This section does not apply to any of the following:

(1) Public utility vehicles while performing a work operation.

(2) The driver of any vehicle which is disabled in such a manner and to such an extent that it is impossible to avoid stopping, parking, or leaving the disabled vehicle standing on the roadway.

Amended Ch. 455, Stats. 1987. Effective January 1, 1988.

Local Regulations: Parking Privileges: Car Share or Ridesharing Programs

22507.1. (a) A local authority may, by ordinance or resolution, designate certain streets or portions of streets for the exclusive parking privilege of motor vehicles participating in a car share vehicle program or ridesharing program. The ordinance or resolution shall establish the criteria for a public or private company or organization to participate in the program, and may limit the types of motor vehicles that may be included in the program. Under the car share vehicle program a car share vehicle or ridesharing vehicle shall be assigned a permit by the local authority that allows that vehicle to park in the exclusive designated parking areas.

(b) The ordinance or resolution described in subdivision (a) does not apply until signs or markings giving adequate notice thereof have been placed.

(c) A local ordinance or resolution adopted pursuant to subdivision (a) may contain provisions that are reasonable and necessary to ensure the effectiveness of a car share vehicle program or ridesharing program.

(d) For purposes of this section, a "car share vehicle" is a motor vehicle that is operated as part of a regional fleet by a public or private car sharing company or organization and provides hourly or daily service.

Added Sec. 1, Ch. 189, Stats. 2006. Effective January 1, 2007.

Local Regulation of State Highway: Stopping, Standing, or Parking

22506. Local authorities may by ordinance or resolution prohibit or restrict the stopping, standing, or parking of vehicles on a state highway, in their respective jurisdictions, if the ordinance or resolution is first submitted to and approved in writing by the Department of Transportation, except that where maintenance of any state highway is delegated by the Department of Transportation to a city, the department may also delegate to the city the powers conferred on the department.

Amended Ch. 455, Stats. 1987. Effective January 1, 1988.

Local Regulations

22507. (a) Local authorities may, by ordinance or resolution, prohibit or restrict the stopping, parking, or standing of vehicles, including, but not limited to, vehicles that are six feet or more in height (including any load thereon) within 100 feet of any intersection, on certain streets or highways, or portions thereof, during all or certain hours of the day. The ordinance or resolution may include a designation of certain streets upon which preferential parking privileges are given to residents and merchants adjacent to the streets for their use and the use of their guests, under which the residents

and merchants may be issued a permit or permits that exempt them from the prohibition or restriction of the ordinance or resolution. With the exception of alleys, the ordinance or resolution shall not apply until signs or markings giving adequate notice thereof have been placed. A local ordinance or resolution adopted pursuant to this section may contain provisions that are reasonable and necessary to ensure the effectiveness of a preferential parking program.

(b) An ordinance or resolution adopted under this section may also authorize preferential parking permits for members of organizations, professions, or other designated groups, including, but not limited to, school personnel, to park on specified streets if the local authority determines that the use of the permits will not adversely affect parking conditions for residents and merchants in the area.

Amended Sec. 1, Ch. 223, Stats. 2001. Effective January 1, 2002.

Permit Parking: Private Driveway

22507.2. Notwithstanding subdivision (e) of Section 22500, a local authority may, by ordinance, authorize the owner or lessee of property to park a vehicle in front of the owner's or lessee's private driveway when the vehicle displays a permit issued pursuant to the ordinance authorizing such parking.

The local authority may charge a nonrefundable fee to defray the costs of issuing and administering the permits.

A local ordinance adopted pursuant to this section may not authorize parking on a sidewalk in violation of subdivision (f) of Section 22500.

Amended Ch. 45, Stats. 1985. Effective January 1, 1986.

Local Parking Regulations

22507.5. (a) Notwithstanding Section 22507, local authorities may, by ordinance or resolution, prohibit or restrict the parking or standing of vehicles on certain streets or highways, or portions thereof, between the hours of 2 a.m. and 6 a.m., and may, by ordinance or resolution, prohibit or restrict the parking or standing, on any street, or portion thereof, in a residential district, of commercial vehicles having a manufacturer's gross vehicle weight rating of 10,000 pounds or more. The ordinance or resolution relating to parking between the hours of 2 a.m. and 6 a.m. may provide for a system of permits for the purpose of exempting from the prohibition or restriction of the ordinance or resolution, disabled persons, residents, and guests of residents of residential areas, including, but not limited to, high-density and multiple-family dwelling areas, lacking adequate offstreet parking facilities. The ordinance or resolution relating to the parking or standing of commercial vehicles in a residential district, however, shall not be effective with respect to any commercial vehicle, or trailer component thereof, making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on the restricted streets or highways or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure upon the restricted streets or highways for which a building permit has previously been obtained.

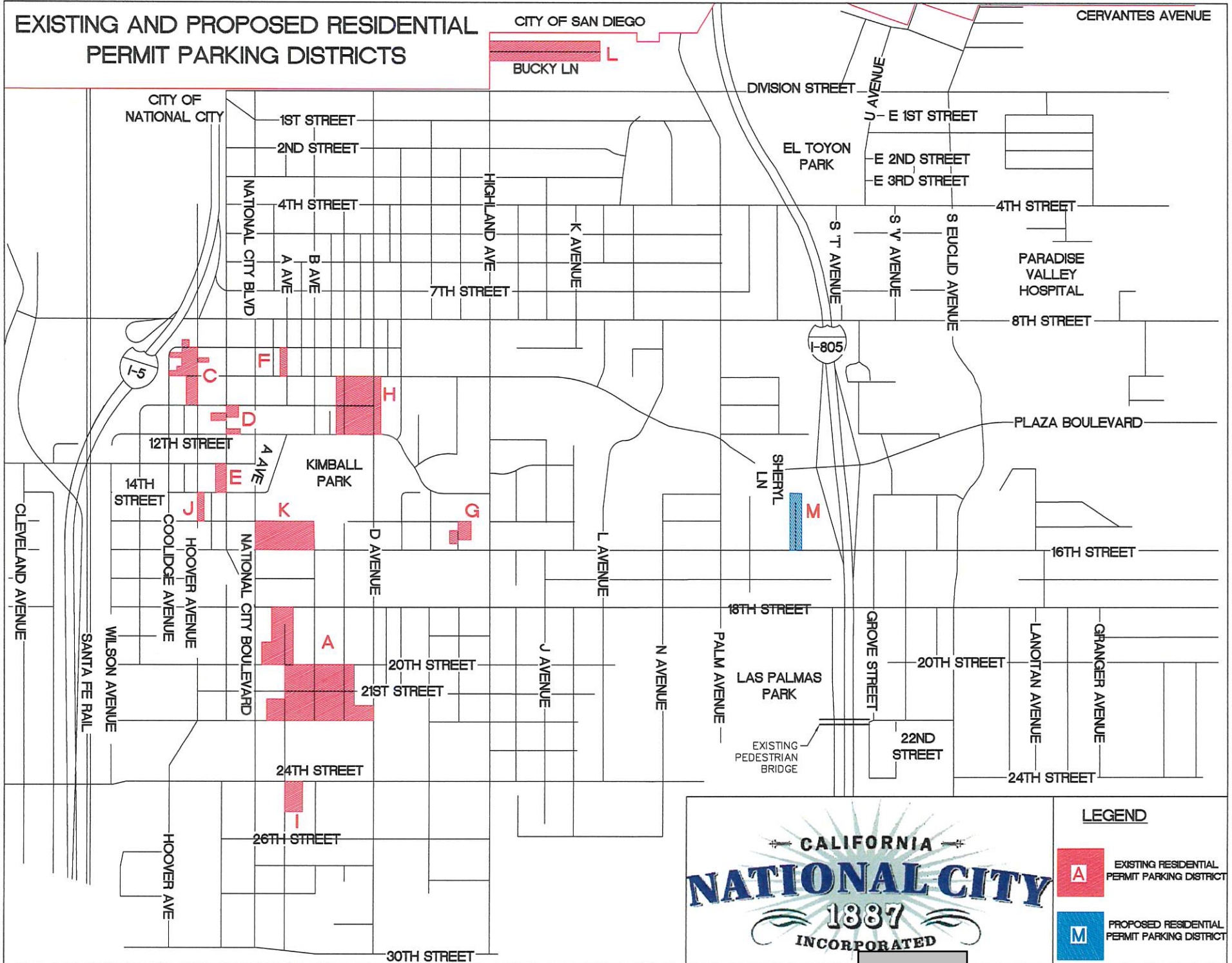
(b) Subdivision (a) of this section is applicable to vehicles specified in subdivision (a) of Section 31303, except that an ordinance or resolution adopted pursuant to subdivision (a) of this section shall not permit the parking of those vehicles which is otherwise prohibited under this code.

EXISTING AND PROPOSED RESIDENTIAL PERMIT PARKING DISTRICTS

CITY OF SAN DIEGO

CERVANTES AVENUE

BUCKY LN L



LEGEND	
	EXISTING RESIDENTIAL PERMIT PARKING DISTRICT
	PROPOSED RESIDENTIAL PERMIT PARKING DISTRICT

CITY COUNCIL POLICY

TITLE: RESIDENTIAL PERMIT PARKING PROGRAM

POLICY
NUMBER: 710

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Purpose

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The purpose of this policy statement is to regulate a Residential Permit Parking Program heretofore established by the City Council.

A petition for a Residential Permit Parking Area shall be directed to the Traffic Safety Committee. Before further processing of a request for a Residential Parking Permit District the petition shall be signed by 60% of the owners within the proposed boundaries of the Residential Parking Permit District.

The Traffic Safety Committee shall direct the City Engineer to proceed with the processing of this program in conformance with the following stated procedures.

SECTION 1. Definitions

- (a) "Residential Area" shall mean a contiguous area consisting of primarily residential uses containing public streets or parts thereof;
- (b) "Residential Permit Parking Area" shall mean the adjacent public street frontage to a residential area designated as herein provided wherein resident motor vehicles displaying a valid permit as described herein shall be exempt from parking restrictions established pursuant to this policy statement;
- (c) "Resident Vehicle" shall mean a motor vehicle parked in a residential area in which it is registered with the State of California Department of Motor Vehicles or a similar registering entity;
- (d) "Commuter Vehicle" shall mean a motor vehicle, other than one described in subparagraph (e) herein, parked in a residential area in which it is not registered with the State of California Department of Motor Vehicles;
- (e) "Transient Vehicle" shall mean a motor vehicle which has been issued a temporary residential parking permit pursuant to this policy statement;
- (f) "Motor Vehicle" shall include an automobile, truck, recreation vehicle, motorcycle or other motor-driven or self-propelled form of transportation.

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(g) "Owns" shall mean that a person has at least one-quarter interest in a parcel of real property within a residential permit parking area.

(h) "Lease" shall mean that a person pays rent or other remuneration for use of a parcel of real property as his residence or place of business.

(i) "Person" shall mean natural person, joint venture, Joint Stock Company, partnership association, club, company, corporation, business trust, organization, or the agent, employee, lessee, manager, officer or servant of any of them.

(j) "City Engineer" shall mean the City Engineer of the City of National City or his designee.

(k) "Clerk" shall mean the person or officer who is or acts as clerk of the City Council of the City of National City.

l) "Code" shall mean National City Municipal Code.

SECTION 2. Designation of Residential Permit Parking Areas

(a) The City Council shall, upon the recommendation of the Traffic Safety Committee and subsequent to a public hearing consider for designation as residential permit parking areas those residential areas meeting and satisfying the objective criteria therefore established in this policy statement.

(b) The City Council shall then designate by resolution certain residential areas as residential permit parking areas in which motor vehicles displaying a valid parking permit may stand or be parked without limitations by parking time or parking area restrictions established by this policy statement. Said resolution shall also state the applicable parking regulation and period of the day for its application, and the fee to be charged upon permit issuance.

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SECTION 3. Designation Criteria

(a) A residential area shall be deemed eligible for consideration as a residential permit parking area if, based on studies prepared at the direction of the City Engineer, objective criteria establish that the residential area is impacted by commuter vehicles for any extended period during the day or night, or weekends, or during holidays.

(b) In determining whether a residential area identified as eligible for residential permit parking may be designated as a residential permit parking area, the City Council shall take into account factors which include but are not limited to the following:

(1) The extent of the desire and need for the residents for residential permit parking;

(2) The extent to which legal on-street parking spaces are occupied by motor vehicles during the period proposed for parking restriction;

(3) The extent to which vehicles parking in the area during the period proposed for parking restriction are commuter vehicles rather than resident vehicles;

(4) The extent to which motor vehicles registered to persons residing in the residential area cannot be accommodated by the number of available off-street parking spaces.

(c) The following are set forth as minimum criteria in determining whether to proceed with a recommendation for approval of a Residential Permit Parking District:

(1) The Residential Parking Permit District shall consist of at least one side of a street section between two consecutive intersecting streets.

(2) At least 70 percent of the available curbside parking spaces are occupied by commuter vehicles during the time the parking study is being conducted.

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SECTION 4. Designation Process

- (a) When directed to do so by the Traffic Safety Committee, the City Engineer shall cause to have such surveys and studies as are deemed necessary to determine whether a residential area is eligible for residential permit parking.
- (b) Upon the completion of the surveys or studies, the City Engineer shall provide a written report to the Traffic Safety Committee on the subject of:
- (1) Eligibility of the residential area under consideration for residential permit parking;
 - (2) Tentative boundaries for the proposed residential permit parking area; and
 - (3) Appropriate area prohibition or time limitation on parking and the period of the day for its application.
- (c) The Traffic Safety Committee shall review the report and its findings and subsequently make a recommendation to the City Council to approve or deny the proposed Residential Parking Permit District. The City Council at the next possible Council meeting following the Traffic Safety Committee meeting may set a date for a public hearing on the establishment of the proposed Residential Permit Parking District.
- (d) The Clerk shall cause notice of such hearing to be published twice in a local newspaper of general circulation in the city. The first publication shall be not less than ten days prior to the date of such hearing.
- (e) The City Engineer shall cause notice of such hearing to be posted conspicuously, at not more than one hundred foot intervals and at all street intersections, in the proposed residential permit parking area.
- (f) The notice shall clearly state the purpose of the hearing; the location and date and time of the hearing; the tentative boundaries of the proposed residential permit parking area; and that any interested person shall be entitled to appear and be heard.

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SECTION 5. Public Hearing

(a) At the public hearing, the City Council may review the written reports, surveys and studies, take public testimony and determine whether the proposed Residential Permit Parking District is justified and desired by the residents within the boundaries of the district and the immediate neighborhood. The City Council may then designate by resolution the new Residential Permit Parking District and direct the City Engineer to cause the appropriate signing of the District per Section 7.

SECTION 6. Issuance of Permits

(a) The City Engineer is hereby authorized and directed to issue, upon proper written application therefore, a parking permit. Each such permit shall list the license number of the motor vehicle for which it is issued, and the date when it was issued. No more than one parking permit shall be issued to each motor vehicle for which application is made. The City Engineer is authorized to issue such rules and regulations, not inconsistent with this policy statement, governing the manner in which persons shall qualify for parking permits;

(b) Parking permits may be issued for motor vehicles only upon application of the following persons;

(1) A legal resident of the residential permit parking area who has a motor vehicle registered in his/her name, or who has a motor vehicle for his/her exclusive use and under his/her control;

(2) A person who owns or leases commercial property and actively engages in business activity within a residential permit parking area. However, no more than one parking permit may be issued for each business establishment for a motor vehicle registered to or under the control of such a person.

(c) Proof of residency shall be demonstrated by providing rent or utility receipts or other such documents that verifies residency to the satisfaction of the City Engineer.

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(d) Proof of motor vehicle ownership or vehicle use and control shall be demonstrated by providing a valid vehicle registration card and a valid drivers license.

(e) Temporary residential parking permits may be issued for vehicles which are:

(1) Owned, rented or under the operational control of any person who owns or leases property in the residential permit area, or (2) used in providing services to persons or property in the residential permit area. Temporary residential parking permits may also be issued to vehicles owned by temporary visitors who are residing in the residential permit parking area. Such temporary residential parking permits shall have all of the rights and privileges of a regular permit. A temporary parking permit shall be valid for no more than fourteen days from the date of issuance. No resident of a residential permit parking area shall be issued more than two temporary parking permits at one time. A temporary residential parking permit issued to a vehicle providing services or to vehicles owned by temporary visitors shall be considered to be a temporary permit issued to the resident of the property where the services are provided or the temporary visitors are residing.

(f) Long-term visitor parking permits may be issued to residents of a permit district who require regular service or care over a long period of time. The resident must establish the need for a long-term permit by indicating a disability or a hardship situation that requires regular at-home care or some other assistance for a period of more than two weeks. A resident shall be limited to one such long-term visitor permit which may be transferable to the vehicles of multiple care or service providers. Each care or service provider shall register their vehicle(s) with the Engineering Department. The long-term permit shall be valid for one year after the date of issuance. Long-term visitor parking permits issued per this paragraph shall be counted against the permit limits of paragraph (g).

(g) The number of permits issued to any one address in a residential area shall be limited to the number of curbside spaces along the property frontage or two, whichever is greater. Non-single family residential addresses shall be limited to two permits. The determination of the number of spaces along the property frontage shall be made by the City Engineer.

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SECTION 7. Posting of Residential Permit Parking Area

Upon adoption by the City Council of a resolution designating a residential permit parking area, the City Engineer pursuant to Title II of the Code shall cause appropriate signs to be erected in the area indicating, prominently, thereon the area prohibition or time limitation, period of the day for its application, and conditions under which permit parking shall be exempt therefrom.

SECTION 8. Display of Permits

Permits shall be displayed in a manner determined by the Chief of Police.

SECTION 9. Permit Parking Exemptions

A resident motor vehicle or transient motor vehicle on which is displayed a valid parking permit as provided for herein shall be permitted to stand or be parked in a residential permit parking area without being limited by time restrictions or area prohibitions established pursuant to this policy. Said resident motor vehicle or transient motor vehicle shall not be exempt from parking restrictions or prohibitions established pursuant to an authority other than this policy. All other motor vehicles other than vehicles specified in Title II of the Code and vehicles where the operator or the passenger being transported by said vehicle displays a license issued under the provisions of Section 22511.5 of the California Vehicle Code, parked within a residential permit parking area shall be subject to the time restrictions or area prohibitions adopted as provided in this policy, as well as the penalties provided for herein.

A residential parking permit shall not guarantee or reserve to the holder thereof an on-street parking space within the designated residential permit parking area.

SECTION 10. Application for and Duration of Permit

Each parking permit issued by the City Engineer shall be valid for not more than one year from the date of issuance. Permits shall expire on the last day of the anniversary month of the formation of the area in such manner as may be required by the City Engineer. Each application or reapplication for a parking permit shall contain information sufficient to identify the applicant, his residence address or address of real property owned or

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leased within a residential permit parking area, and the license number of the motor vehicle for which application is made, and such other information that may be deemed relevant by the City Engineer.

SECTION 11. Permit Fees

- (a) The annual renewal fee for a residential parking permit shall be \$10.00 and shall be revised by resolution at such time when user fees in general are updated.
- (b) The fee for a temporary residential parking permit shall be two dollars (\$2.00).

SECTION 12. Penalty Provisions

- (a) It shall be unlawful and a violation of this policy unless expressly provided to the contrary herein, for any person to stand or park a motor vehicle for a period exceeding the time limitation or in violation of the area prohibition established pursuant hereto. Said violation shall be an infraction punishable in accordance with the provisions of Title II of the Code.
- (b) It shall be unlawful and a violation of this policy for a person to falsely represent himself as eligible for a parking permit or to furnish false information in an application therefore;
- (c) It shall be unlawful and a violation of this policy for a person holding a valid parking permit issued pursuant hereto to permit the use or display of such permit on a motor vehicle other than that for which the permit is used. Such conduct shall constitute an unlawful act and violation of this policy both by the person holding the valid parking permit and the person who uses or displays the permit on a motor vehicle other than that for which it is issued;
- (d) It shall be unlawful and a violation of this policy for a person to copy, produce or otherwise bring into existence a facsimile or counterfeit parking permit or permits without written authorization from the City Engineer or designate. It shall further be unlawful and a violation of this policy for a person to knowingly use or

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display a facsimile or counterfeit parking permit in order to evade area prohibitions or time limitations on parking applicable in a residential permit parking area. A violation of this subsection shall be a misdemeanor punishable in accordance with the provisions of Section 11.12 of the Code.

SECTION 13. Revocation of Permit

The City Engineer or designate is authorized to revoke the residential parking permit of any person found to be in violation of this policy and, upon written notification thereof, the person shall surrender such permit to the City Engineer. Failure when so requested to surrender a residential parking permit so revoked shall constitute a violation of law and of this policy.

SECTION 14. Severability

The provisions of this policy area severable and if any provisions, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, sections, words or parts of the policy or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this policy would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, section, word or part had not been included therein, or if such person or circumstance to which the policy or part thereof is held inapplicable had been specifically exempted therefrom.

SECTION 15. Sunset Provision and Removal of Designation.

(a) Each residential permit parking area may be re-evaluated for eligibility 2 years after the date of designation and every 2 years thereafter. The City Engineer shall apply the same criteria as provided in Section 3 to determine if the area is still eligible for the designation.

(b) The designation process set forth in this policy statement shall be utilized by the City Engineer and the City Council in determining whether to remove a designation as a residential permit parking area from a particular residential area or portion thereof.

RESOLUTION NO. 2019 -

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ESTABLISHING RESIDENTIAL PERMIT PARKING DISTRICT "M" ON BOTH SIDES
OF SHERYL LANE (TSC 2019-09)**

WHEREAS, on June 19, 1984, the City Council adopted Resolution No. 14,356 to establish a Residential Permit Parking Program; and

WHEREAS, the City Council, by Resolution No. 14,357 adopted a Policy for regulating said Program; and

WHEREAS, a petition was submitted to the City from residents on Sheryl Lane requesting that the City establish a Residential Parking District on both sides of Sheryl Lane due to the lack of on-street parking available due to numerous apartment complexes that were built around Sheryl Lane that have caused significant parking impacts; and

WHEREAS, Sheryl Lane is approximately two blocks long consisting primarily of single family residences; and

WHEREAS, the establishment of a Residential Permit Parking District on Sheryl Lane is a potential solution for the parking issue since it would allow residents living on Sheryl Lane to park their vehicles in front of their houses; and

WHEREAS, there are nine active Residential Permit Parking Districts in National City established through City Council Resolution: "A", "C", "D", "E", "F", "G", "H", "I", "J" and "L". Parking District "K" was approved by City Council, but will not be posted until the redevelopment project on the northeast corner of National City Blvd and E. 16th Street is completed; and

WHEREAS, on September 11, 2019, staff recommended and the Traffic Safety Committee approved the formation of a new Parking District as requested with the installation of a Residential Permit Parking District area on both sides of Sheryl Lane in order to resolve the parking issues; and

WHEREAS, at its regular meeting of November 19, 2019, the City Council held a Public Hearing in order to consider the formation of Residential Permit Parking District "M", and at that time received and considered oral and documentary evidence regarding the matter.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the establishment of Residential Permit Parking District "M" to include both sides of Sheryl Lane.

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**Resolution No. 2019 –
Page Two**

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to issue, upon written application, parking permits, as per Section 6 of aforesaid Residential Permit Parking Program Policy, under Resolution No. 14,356.

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to post appropriate signs on Bucky Lane identifying the residential permit parking area.

PASSED and ADOPTED this 19th day of November, 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: [Public Hearing and Introduction of Ordinances for the 2019 California Fire Code and the National Fire Protection Association Standards; the 2019 California Building Code and amending Chapter 15.08.075 of National City Municipal Code pertaining to City Council authority under Title 15; the 2019 California Electrical Code and 2017 National Electrical Code; the 2019 California Energy Code; Appendix J of the 2019 California Building Code, and Amending Chapter 15.70 \(Grading\) of the National City Municipal Code; the 2019 California Green Code; the 2019 California Mechanical Code; the 2019 California Plumbing Code; and the 2019 California Residential Code; and all Appendices related to these Codes. \(Building, Engineering/Public Works and Fire\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE: Public Hearing and Introduction of ordinances for the 2019 California Fire Code and the National Fire Protection Association Standards; the 2019 California Building Code and amending Chapter 15.08.075 of National City Municipal Code pertaining to City Council authority under Title 15; the 2019 California Electrical Code and 2017 National Electrical Code; the 2019 California Energy Code; Appendix J of the 2019 California Building Code, and Amending Chapter 15.70 (Grading) of the National City Municipal Code; the 2019 California Green Code; the 2019 California Mechanical Code; the 2019 California Plumbing Code; and the 2019 California Residential Code; and all Appendices related to these Codes.

PREPARED BY: Luis Sainz (ext. 4214)
Roberto Yano (ext. 4383)
Robert Hernandez (ext. 4552)

DEPARTMENTS: Building
Engineering/Public Works
Fire

APPROVED BY: _____



EXPLANATION:

Please see attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO. |
N/A

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

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Introduction of ordinances.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff report.

STAFF REPORT

The purpose of this public hearing is to introduce ordinances for the 2019 California Fire Code; the 2019 California Building Code; the 2019 California Electrical code and 2017 National Electrical Code; the 2019 California Energy Code; Appendix J of the 2019 California Building Code, and Amending Chapter 15.70 (Grading) of the National City Municipal Code; the 2019 California Green Code; the 2019 California Mechanical Code; the 2019 California Plumbing Code; and the 2019 California Residential Code and all Appendices related to these Codes. Adoption of these model codes by reference is authorized by Government Code Sections 50022.2 through 50022.4, and Section 6066.

State law requires that the City of National City adopt the same model codes as the State of California and limit technical amendments to those necessitated due to local topographical, geographical, or climatic conditions. Specific findings regarding local technical amendments must be made by the local jurisdiction and filed with the Department of Housing and Community Development. State law does not restrict local amendments to the administrative provisions of the codes. In order to simplify construction in National City, staff is recommending that the model codes be adopted with minimal revisions.

The ordinances introducing each of these uniform codes are combined into one item on this agenda. Those agenda items contain an explanation of each ordinance. The ordinances will be presented for adoption at the City Council meeting on December 3, 2019.

ORDINANCE NO 2019 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE 2019 CALIFORNIA FIRE CODE AND THE APPENDICES THERETO, ADOPTING THE 2019 CALIFORNIA BUILDING STANDARDS CODE (TITLE 24, PART 9 OF THE CALIFORNIA CODE OF REGULATIONS), ADOPTING THE NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS, AND AMENDING CHAPTER 15.28 OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City hereby adopts the 2019 California Fire Code, the 2019 California Building Standards Code (Title 24, Part 9 of the California Code of Regulations), the Appendices thereto, and the National Fire Protection Association Standards except as amended in Chapter 15.28 of the National City Municipal Code.

Section 2. The City Council finds that, consistent with their findings adopted in 2013 under Ordinance No. 2013-2387, which findings are incorporated herein by reference, the amendments being made in this Chapter 15.28 are reasonably necessary because of local climatic, geological, or topographical conditions: namely, that the age of structures, separation and density create an increased risk of conflagration meriting more stringent standards. A copy of this ordinance shall be filed with the Office of the State Fire Marshal and the State Building Standards Commission. This action is taken pursuant to Health and Safety Code sections 17958.7 and 18941.5.

Section 3. The City Council of the City of National City hereby amends and deletes certain sections of the 2019 California Fire Code, based on local climatic, topographic or geological conditions that justify deviating from that Code.

Section 4. The City Council of the City of National City hereby amends Title 15, Chapter 15.28 of the National City Municipal Code to read as follows:

CHAPTER 15.28

CALIFORNIA FIRE CODE

Sections:

- 15.28.002 Findings and declarations.
- 15.28.010 2019 California Fire Code – Adopted and amended.
- 15.28.020 Establishment and duties of fire prevention bureau.
- 15.28.030 Definitions.
- 15.28.035 Chapter 55 "Cryogenic Fluids," Section 5504 "Storage," Subsection 5504.3 "Outdoor storage" – Amended.

- 15.28.040 Chapter 57 "Flammable and Copmbustible Liquids," Section 5704 "Storage," Subsections 5704.2.9.6.1 and 5706.2.4.4 "Locations where above-ground tanks are prohibited" – Amended.
- 15.28.050 Chapter 61 "Liquefied Petroleum Gases," Section 6104 Location of LP-Gas Containers," Subsection 6104.2 "Maximum capacity within established limits" – Amended.
- 15.28.060 Chapter 56 "Explosives and Fireworks," Section 5601 General" – Amended.
- 15.28.070 (Reserved)
- 15.28.080 Chapter 1 "Scope and Administration," Division II "Administration," Section 102.7 "Referenced Codes and Standards" – Amended.
- 15.28.085 Chapter 3 "General Requirements," Section 307 "Open Burning, Recreational Fires and Portable Outdoor Fireplaces, Subsection 307.4.1 "Bonfires" – Amended.
- 15.28.090 Chapter 3 "General Requirements," Section 307 "Open Burning, Recreational Fires and Portable Outdoor Fireplaces," Subsection 307.4.2 "Recreational Fires" – Amended.
- 15.28.100 Chapter 10 "Means of Egress," Section 1013 "Exit Signs," Subsection 1013.6.1 "Graphics" – Amended.
- 15.28.110 Chapter 57 "Flammable and Combustible Liquids," Section 5704 "Storage," Subsection 5704.3.3.9 "Idle Combustible Pallets" – Amended.
- 15.28.120 Chapter 5 "Fire Service Features," Section 503 "Fire Apparatus Access Roads," Subsection 503.2.7 "Grade," and Appendix Section D103.2 "Minimum Specifications," Subsection D103.2 "Grade" – Amended.
- 15.28.130 Chapter 5 "Fire Service Features," Section 503 "Fire Apparatus Access Roads," Subsection 503.6 "Security gates" – Amended.
- 15.28.140 Chapter 1 "Scope and Administration," Division II "Administration," Section 109, "Board of Appeals", Subsection 109.1, "Board of Appeals established" - Amended
- 15.28.150 New materials, processes or occupancies, which may require permits.
- 15.28.160. Chapter 1 "Scope and Administration," Division II "Administration," Section 105 "Permits," Subsection 105.3.1 "Expiration" - Amended
- 15.28.170 Penalties.

15.28.002 Findings and declarations. The City Council of the City of National City, does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geographical and topographical conditions in the City of National City do reasonably necessitate and demand specific changes in and variations from the 2019 California Fire Code, which are noted in and made part of this chapter as authorized by Health and Safety Code Sections 17958.7 and 18941.5. These conditions result from the age and concentration of structures and the increased risk of conflagration spread as a result.

15.28.010 2019 California Fire Code – Adopted and amended. There is adopted by the City Council of the City of National City for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion and establishing a fire prevention bureau, the 2019 California Fire Code, and the appendices thereto, including both Administration Divisions I and II, published by the International Code Council and the California Building Standards Commission, and the National Fire Protection Association Standards (current edition) published by the National Fire Protection Association, save and except such portions as are hereinafter deleted, added, or amended. Within this chapter, those codes may be collectively referred to as the California Fire Code. One copy of this adopted code is on file in the office of the fire marshal of the City of National City. The code is adopted and incorporated as fully as if set out as length herein, and from the date on which this chapter shall take effect, shall be controlling within the limits of the City of National City.

15.28.020 Establishment and duties of fire prevention bureau.

A. The California Fire Code shall be enforced by the fire prevention bureau in the fire department in the City of National City, which is established and shall be operated under the supervision of the chief of the fire department.

B. The battalion chief/fire marshal in charge of the fire prevention bureau shall be appointed by the chief of the fire department of the City of National City.

C. The director of emergency services may detail members of the fire department as inspectors as shall from time to time be necessary. The chief of the fire department shall recommend to the city manager of National City the employment of technical inspectors, who, when such authorization is made, shall be selected through an examination to determine their fitness for the same position.

15.28.030 Definitions.

A. The word “jurisdiction” used in the 2019 California Fire Code means the City of National City.

B. Whenever the words “chief of the bureau of fire prevention” are used in the California Fire Code, they shall be held to mean the fire marshal of the City of National City.

C. Where reference to the Uniform Building Code, or Building Code, or any Nationally Recognized Standard is made, it means the currently adopted edition.

D. Where the word “Administrator” is used in the California Fire Code, it shall be held to mean the city council of the City of National City. Whenever the term “City” is used, it means the City of National City.

E. Where the term “corporation counsel” is used in the California Fire Code, it shall be held to mean the city attorney for the City of National City.

F. “Fire authority having jurisdiction (FAHJ)” means the designated entity providing enforcement of fire regulations as they relate to planning, construction, and development. This entity may also provide fire suppression and other emergency services.

G. Whenever the term “this code” is used, it means the 2019 California Fire Code as modified by the City of National City with the deletions, amendments, and additions contained in this chapter.

H. Whenever the terms “chief”, “fire chief”, “chief of the fire department” are used, they mean the “director of the department of emergency services”.

15.28.035 Chapter 55 "Cryogenic Fluids," Section 5504 "Storage," Subsection 5504.3 "Outdoor storage" – Amended. Subsection 5504.3 of the 2019 California Fire Code is amended to read as follows:

5504.3 The Establishment of Limits for Storage of Flammable Cryogenic Fluids. The storage of flammable cryogenic fluids is prohibited in all areas within the City limits of National City, except within the following zones as established by the National City Land Use Code: MM and IM; Medium Manufacturing; MH and IH; Heavy Manufacturing; MT–Tidelands Manufacturing.

15.28.040 Chapter 57 "Flammable and Combustible Liquids," Section 5704 "Storage," Subsections 5704.2.9.6.1 and 5706.2.4.4 "Locations where above-ground tanks are prohibited" – Amended. Subsections 5704.2.9.6.1 and 5706.2.4.4 of the 2019 California Fire Code are amended to read as follows:

5704.2.9.6.1, 5706.2.4.4 All areas within the city limits of the City of National City except for those areas zoned commercial or manufacturing, as established, defined, and set under the zoning regulations in Title 18 of the National City Municipal Code.

15.28.050 Chapter 61 "Liquefied Petroleum Gases," Section 6104 "Location of LP-Gas Containers," Subsection 6104.2 "Maximum capacity within established limits" – Amended. Subsection 6104.2 of the 2019 California Fire Code is amended to read as follows:

6104.2 All areas within the city limits of the City of National City, except for those areas zoned commercial or manufacturing, as established, defined, and set under zoning regulations in Title 18 of the National City Municipal Code.

15.28.060 Chapter 56 "Explosives and Fireworks," Section 5601 – Amended. Section 5601 of the 2019 California Fire Code is amended to read as follows:

5601 The permanent storage of explosives and/or fireworks shall be strictly prohibited within the city limits of the City of National City. Temporary storage may be allowed, by permit, during setup for excavation, demonstration, or other use, when in the opinion of the fire marshal, there are significant measures in place to ensure public safety.

15.28.070 (Reserved)

15.28.080 Chapter 1 "Scope and Administration," Division II "Administration," Subsection 102.7 "Referenced Codes" and Standards" – Amended. Subsection 102.7 of the 2019 California Fire Code is amended to read as follows:

102.7 The codes, standards, and publications adopted and set forth in this code, including other codes, standards and publications referred to therein are, by title and their most current edition, hereby adopted as standard reference

documents of this code. When this code does not specifically cover any subject related to building design and construction, recognized fire engineering practices shall be employed. The National Fire Codes and the Fire Protection Handbook of the National Fire Protection Association are permitted to be used as authoritative guides in determining recognized fire-prevention engineering practices.

15.28.085 Chapter 3 "General Requirements," Section 307 "Open Burning, Recreational Fires and Portable Outdoor Fireplaces," Subsection 307.4.1 "Bonfires" – Amended. Subsection 307.4.1 of the 2019 California Fire Code is amended to read as follows:

307.4.1 Bonfires. Bonfires are strictly prohibited within the City Limits.

15.28.090 Chapter 3 "General Requirements," Section 307 "Open Burning, Recreational Fires and Portable Outdoor Fireplaces," Subsection 307.4.2 "Recreational Fires" – Amended. Subsection 307.4.2 of the 2019 California Fire Code is amended to read as follows:

307.4.2 Recreational Fires. Recreational Fires are strictly prohibited within the City limits.

15.28.100 Chapter 10 "Means of Egress," Section 1013 "Exit Signs," Subsection 1013.6.1 "Graphics" – Amended. Subsection 1013.6.1 of the 2019 California Fire Code is amended to read as follows:

1013.6.1 Graphics. Every exit sign and directional exit sign shall have plainly legible letters not less than 6 inches (152 mm) high with the principal strokes of the letters not less than 0.75 inch (19.1 mm) wide. The word "EXIT" shall have letters having a width not less than 2 inches (51 mm) wide, except the letter "I," and the minimum spacing between letters shall not be less than 0.375 inch (9.5 mm). Signs larger than the minimum established in this section shall have letter widths, strokes, and spacing in proportion to the height.

The word "EXIT" shall be green in color and in high contrast with the background and shall be clearly discernible when the means of exit sign illumination is or is not energized. If a chevron directional indicator is provided as part of the exit sign, it shall be green in color, the construction shall be such that the direction of the chevron directional indicator cannot be readily changed.

15.28.110 Chapter 57 "Flammable and Combustible Liquids," Section 5704 "Storage," Subsection 5704.3.3.9 "Idle Combustible Pallets" – Amended. Subsection 5704.3.3.9 of the 2019 California Fire Code is amended to read as follows:

5704.3.3.9 Idle Combustible Pallets. The storage of empty wooden or plastic pallets is prohibited, except as follows:

1. Outdoor Storage. Pallets may be stored outside of a building or in a detached building. Pallets shall not be stacked closer than 5 feet from any building.

2. Indoor Storage. Pallets shall not be stored indoors unless the premises are protected with an automatic fire sprinkler system in accordance with NFPA Standard 13, section titled Protection of Idle Pallets, except when both of the following conditions are met:

- a. Pallets are stored no higher than 6 feet.
- b. Each pallet pile of no more than 4 stacks shall be separated from other pallet piles by at least 8 feet of clear space and 25 feet from any commodity.

15.28.120 Chapter 5 "Fire Service Features," Section 503 "Fire Apparatus Access Roads," Subsection 503.2.7 "Grade," and Appendix Section D103.2 "Minimum Specifications," Subsection D103.2 "Grade" – Amended. Subsection 503.2.7 and Appendix Subsection D103.2 of the 2019 California Fire Code are amended to read as follows:

503.2.7 and Appendix Subsection D103.2 Grade. The maximum permitted gradient for a fire apparatus access road shall not exceed 15%.

15.28.130 Chapter 5 "Fire Service Features," Section 503 "Fire Apparatus Access Roads," Subsection 503.6 "Security Gates" – Amended. Subsection 503.6 of the 2019 California Fire Code is amended as follows:

503.6 All gates or other structures or devices which could obstruct fire access roadways or otherwise hinder emergency operations are prohibited unless they meet standards approved by the Chief, and receive Specific Plan Approval.

All automatic gates across fire access roadways and driveways shall be equipped with an approved key-operated switches overriding all command functions and opening the gate(s). Gates accessing more than four residences or residential lots, or gates accessing hazardous institutional, educational or assembly occupancy group structures, shall also be equipped with an approved emergency traffic control-activating strobe light sensor(s), or other devices approved by the Chief, which will activate the gate on the approach of emergency apparatus with a battery back-up or manual mechanical disconnect in case of power failure.

All automatic gates must meet fire department policies deemed necessary by the Chief for rapid, reliable access.

15.28.140 Chapter 1 "Scope and Administration," Division II "Administration," Section 109, "Board of Appeals", Section 109.1, "Board of Appeals established" - Amended. Subsection 109.1 of the 2019 California Fire Code is amended as follows:

109.1 In order to hear and decide appeals of orders, decisions, or determinations made by the Fire Marshal relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals consisting of three (3) members who are qualified by experience and training to pass judgment on matters pertaining to hazards of fire, explosions, hazardous conditions and/or fire protection systems, and are not employees of the City. Board members shall serve at the pleasure

of the City Council. The board shall comply with Rosenberg's Rules of Order in conducting their business, and shall render written decisions and findings to the appellant with a copy to the Fire Marshal. The Fire Marshal shall take immediate action in accordance with the decision of the Board, unless such decision is appealed to the City Council. Decisions of the board may be appealed to the City Council by the appellant or by the Fire Marshal within thirty (30) days of the decision of the Board, by the filing of a written notice of appeal with the Director of Emergency Services stating the reasons for the appeal. The person filing the appeal and the opposing party shall be given at least ten (10) days' written notice of the time and place of the hearing on the appeal.

15.28.150 New materials, processes or occupancies, which may require permits.

The building and safety director, the chief of the fire department and the fire marshal shall act as a committee to determine and specify, after giving effected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits in addition to those now enumerated in said code. The fire marshal shall post such list in a conspicuous place in his/her office and distribute copies thereof to interested parties.

15.28.160 Chapter 1 "Scope and Administration," Division II "Administration," Section 105 "Permits," Subsection 105.3.1 "Expiration" - Amended. Subsection 105.3.1 of the 2019 Fire Code is amended as follows:

105.3.1 Expiration. Every permit issued by the Fire Authority Having Jurisdiction under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Fire Authority Having Jurisdiction within six calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection of work by the Fire Authority Having Jurisdiction within each six-month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first six calendar months from the date of issuance, a renewal permit may be obtained provided that:
 - A. No changes have been made or will be made in the original plans and specifications for such work;
 - B. The expiration has not exceeded three years from the original issuance date;
 - C. The same edition of the California codes is in effect as used is in the initial plan check;

D. A fee equal to one-half the amount required for a new permit is paid;

E. The renewal permit shall expire three calendar years from the date of initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

2. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one-quarter the amount required for a new permit shall be paid; and

D. A renewal permit shall expire three calendar years from the date of initial permit issuance.

3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewal permit may be obtained provided that:

A. Construction in reliance upon the building permit has commenced and has been approved;

B. No changes have been made or will be made in the original plans and specifications for such work; and

C. A fee equal to the full amount required for a new permit is paid except that where the Fire Authority Having Jurisdiction determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.28.160(3) shall be one calendar year from the date of renewal. The permit may be renewed for each calendar year thereafter provided that all requirements of subsections A., B., and C., as stated in subsection 15.28.160(3), are met.

4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of time within which work under that permit may be continued when, for good and satisfactory reasons as determined by the Fire Authority Having Jurisdiction in his or her sole discretion, the permittee is unable to continue work within the time required by section 15.28.160. The Fire Authority Having Jurisdiction may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

5. Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.28.170 Penalties. Any person who shall violate any of the provisions of the 2019 California Fire Code adopted or any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved is guilty of a misdemeanor.

PASSED and ADOPTED this ____ day of _____, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

ORDINANCE NO. 2019 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING VOLUMES I AND II AND APPENDICES B, C, D, F, G, H, I, J, K, L, M, N AND O OF THE 2019 CALIFORNIA BUILDING CODE, AMENDING CERTAIN SECTIONS OF THAT CODE, AND AMENDING CHAPTER 15.08 OF THE NATIONAL CITY MUNICIPAL CODE

Section 1. The City Council of the City of National City hereby adopts Volumes I and II, and Appendices B, C, D, F, G, H, I, J, K, L, M, N AND O of the 2019 California Building Code, except as amended in Chapter 15.08 of the National City Municipal Code.

Section 2. The City Council of the City of National City consistent, with their findings adopted in 2013 under Ordinance No. 2013-2392, which are incorporated herein by reference, hereby deletes, adds, or modifies certain provisions of the 2019 California Building Code based on local climatic, topographic, or geological conditions that justify deviating from that code.

Section 3. The City Council of the City of National City amends Chapter 15.08 of the National City Municipal Code to read as follows:

CHAPTER 15.08

CALIFORNIA BUILDING CODE

Sections:

- 15.08.010 2019 California Building Code – Adopted.
- 15.08.020 Chapter 2, Definitions – Amended.
- 15.08.025 Chapter 1, Division II, Section 104 “Duties and Powers of Building Official”, Subsection 104.6 “Right of entry” – Amended.
- 15.08.030 Chapter 1, Division II, Section 105 “Permits”, Subsection 105.2 “Work exempt from permit – Building” – Amended.
- 15.08.040 Chapter 1, Division II, Section 105 “Permits”, Subsection 105.5 “Expiration” – Amended.
- 15.08.045 Chapter 1, Division II, Section 105 “Permits”, Subsection 105.7 “Placement of permit” – Amended.
- 15.08.050 Chapter 1, Division II, Section 105 “Permits”, Subsection 105.8 “Permit denial” – Added.
- 15.08.055 Chapter 1, Division II, Section 109 “Fees”, Subsection 109.2 “Schedule of permit fees” – Amended.
- 15.08.056 Chapter 1, Division II, Section 109 "Fees," Subsection 109.7 "Plan review fees" - Added.
- 15.08.060 Chapter 1, DIVISION II, Section 109 “Fees”, Subsection 109.4 “Work commencing before permit issuance” – Amended.

- 15.08.065 Chapter 1, DIVISION II, Section 110 “Inspections”, Subsection 110.3.8.1 “Reinspections” – Added.
- 15.08.070 Chapter 1, DIVISION II, Section 111 “Certificate of Occupancy”, Subsection 111.3 “Temporary occupancy” – Amended.
- 15.08.075 Chapter 1, DIVISION II, Section 113 “Board of Appeals”, Subsection 113.1 “General” – Amended.
- 15.08.080 Chapter 1, DIVISION II, Section 114 “Violations”, Subsection 114.1 “Unlawful acts” – Amended.
- 15.08.085 Section 501 “General”, Subsection 501.2 “Address identification” – Amended.
- 15.08.087 Survey required
- 15.08.090 Table 1505.1 “Minimum roof covering classification for types of construction” – Amended.
- 15.08.092 Chapter 18, Division II, Section 1803 “Geotechnical Investigations”, Subsection 1803.1.1.1 – Added.
- 15.08.093 Chapter 31, Division II, Section 3109 Swimming Pool Enclosures and Safety Devices, Subsection 3109.4.4.8 “Construction requirements for building a pool or spa” – Amended.
- 15.08.095 Appendix Chapters B, C, D, F, G, H, I, J, K, L, M, N and O – Adopted.

15.08.010 2019 California Building Code – Adopted. The City Council adopts, for the purpose of prescribing regulations governing the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area, fire resistance and maintenance of all buildings and/or structures, Volumes I and II of the 2019 California Building Code, including both Administration Divisions I and II, published in the California Building Standards Commission 2019 Edition, based on the International Building Code 2018 Edition, California Code of Regulations, Title 24, Part 2, Part 2.5 of Division 13 of the California Health and Safety Code beginning with section 18901, and Appendices B, C, D, F, G, H, I, J, K, L, M, N and O, save and except such portions as are deleted, added, or modified. The City Council does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geographical and topographical conditions in the City of National City, including the age and concentration of structures, and differences in elevation throughout the City, do reasonably necessitate and demand changes in and variations from the 2019 California Building Code. Copies of all the codes are filed in the office of the building official and are adopted and incorporated as fully set out in this chapter, and the provisions thereof shall be controlling within the city limits.

15.08.020 Chapter 2, Definitions – Amended. Section 202 "Building, Existing" of the 2019 California Building Code is amended by amending the following definition:

202 Building, Existing. An “existing building” is a building erected prior to the adoption of the 2019 California Building Code, or one for which a legal building permit has been issued. If more than fifty-percent of a structural roof or more than fifty-percent of all exterior walls are removed as part of a project, the building is not an existing building.

15.08.025 Chapter 1, Division II, Section 104 “Duties and Powers of Building Official”, Subsection 104.6 “Right of entry” – Amended. Subsection 104.6 of the 2019 California Building Code is amended to read as follows:

104.6 *Right of Entry.* When necessary to make an inspection to enforce any of the provisions of this code, or when the Authority Having Jurisdiction has reasonable cause to believe that there exists a condition that makes such building or premises unsafe, dangerous or hazardous, the Authority Having Jurisdiction, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code.

15.08.030 Chapter 1, Division II, Section 105 “Permits,” Subsection 105.2 “Work exempt from permit – Building” – Amended. Subsection 105.2 Building: Item 4 of the 2019 California Building Code is amended to read as follows:

(Items 1 – 3 unchanged)

4. Permits for retaining walls shall be as specified in the National City Municipal Code, Chapter 15.70.

(Items 5 – 13 unchanged)

Subsection 105.2 "Work exempt from permit - Building" of the 2019 California Building Code is amended by adding the following Subsections 14 through 17:

14. Playground, gymnastic and similar equipment and structures used for recreation and athletic activities accessory to Group R Division 3 structures.

15. Repairs to lawfully existing Group R Division 3 structures and Group U occupancy structures accessory to Group R Division 3 structures constructed pursuant to a building permit which involves only the replacement of component parts or existing work completed with similar materials only for the purpose of maintenance and do not affect any structural components or plumbing, mechanical or electrical installations. Repairs exempt from permit requirements shall not include any addition, change, or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements are:

- 1) Painting and decorating including refinishing of exterior stucco finishes.
- 2) Installation of floor covering.

- 3) Cabinet work.
- 4) Outside paving on private property not within the public right-of-way.
- 16. Ground mounted satellite antennas not exceeding ten feet in diameter and roof mounted satellite antennas not exceeding eight feet in diameter.
- 17. Painted wall signs and styrofoam or other foam mounted wall signs.

15.08.040 Chapter 1, Division II, Section 105 "Permits", Subsection 105.5 "Expiration" – Amended. Subsection 105.5 of the 2019 California Building Code is amended to read as follows:

105.5 Expiration. Every permit issued by the Authority Having Jurisdiction under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Authority Having Jurisdiction within six calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Authority Having Jurisdiction within each six-month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or a renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first twelve calendar months from the date of issuance, a renewal permit may be obtained provided that:

- A. No changes have been made or will be made in the original plans and specifications for such work;
- B. The expiration has not exceeded three years from the original issuance date;
- C. The same edition of the California codes is in effect as used in the initial plan check;
- D. A fee equal to one-half the amount required for a new permit is paid; and
- E. The renewal permit shall expire three calendar years from the date of initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check

fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

2. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one quarter the amount required for a new permit shall be paid; and

D. A renewal permit shall expire three calendar years from the date of initial permit issuance.

3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewal permit may be obtained provided that:

A. Construction in reliance upon the building permit has commenced and has been approved;

B. No changes have been made or will be made in the original plans and specifications for such work; and

C. A fee equal to the full amount required for a new permit is paid except that where the Authority Having Jurisdiction determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.08.040(3) shall be one calendar year from the date of renewal. The permit may be renewed for each calendar year thereafter provided that all requirements of Subsections A., B., and C., as stated in subsection 15.08.040(3), are met.

4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of the time within which work under that permit may be continued when, for good and satisfactory reasons as determined by the Authority Having Jurisdiction in his or her sole discretion, the permittee is unable to continue work within the time required by section 15.08.040. The Authority Having Jurisdiction may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

5. Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.08.045 Chapter 1, Division II, Section 105 “Permits”, Subsection 105.7 “Placement of permit” – Amended. Subsection 105.7 of the 2019 California Building Code is amended to read as follows:

105.7 *Placement of permit.* The building permit or a copy, the inspection record, and the approved plans shall all be kept on site until the completion of the project. The inspection record is to be kept on the job unless removed by the building official.

15.08.050 Chapter 1, Division II, Section 105 “Permits”, Subsection 105.8 “Permit denial” – Added. Subsection 105.8 is added to the 2019 California Building Code to read as follows:

105.8 *Permit denial.* The Authority Having Jurisdiction may deny the issuance of a building permit on any property where there exists an unsafe or a substandard building as provided in Chapter 15.10 and 15.16 of the National City Municipal Code, or where there exists unlawful construction, or where there exists a violation of the National City Municipal Code.

15.08.055 Chapter 1, Division II, Section 109 “Fees”, Subsection 109.2 “Schedule of permit fees” – Amended. Subsection 109.2 of the 2019 California Building Code is amended to read as follows:

109.2 *Schedule of permit fees.* Permit fees, including plan review fees, shall be assessed in accordance with the current City of National City Fee Schedule.

15.08.056 Chapter 1, Division II, Section 109 "Fees," Subsection 109.7 "Plan review fees " – Added. Subsection 109.7 is added to the 2019 California Building Code to read as follows:

109.7 *Plan review fees.* When plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged in accordance with the current City of National City Fee Schedule.

15.08.060 Chapter 1, DIVISION II, Section 109 “Fees”, Subsection 109.4 “Work commencing before permit issuance” – Amended. Subsection 109.4 of the 2019 California Building Code is amended to read as follows:

109.4 *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by this code if a permit were to be issued. The administrative penalty is in addition to a permit fee.

When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative

penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.08.065 Chapter 1, DIVISION II, Section 110 “Inspections”, Subsection 110.3.8.1 “Re-inspections” – Added. Subsection 110.3.8.1 is added to the 2019 California Building Code to read as follows:

110.3.8.1 *Re-inspections.* A re-inspection fee may be assessed for each inspection or re-inspection when any of the following occurs:

1. The portion of work for which the inspection was called is not complete or the corrections previously required and called for are not made;
2. Calling for an inspection before the job is ready for such inspection or re-inspection;
3. The inspection record card or the approved plans are not posted or otherwise available to the inspector;
4. Failure to provide access on the date for which the inspection is requested; or
5. Deviating from the approved plans when such deviation or change required approval of the building official.

To obtain a re-inspection, the permittee shall file an application in writing on a form provided for that purpose and pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where a re-inspection fee has been assessed, no further inspections shall be performed until the fees have been paid.

15.08.070 Chapter 1, DIVISION II, Section 111 “Certificate of Occupancy”, Subsection 111.3 “Temporary occupancy” – Amended. Subsection 111.3 of the 2019 California Building Code is amended to read as follows:

111.3 *Temporary Certificate of Occupancy.* Where a project or a major portion thereof is substantially complete and can be safely occupied, but practical difficulties delay completion of work, the building official may issue a Temporary Certificate of Occupancy for the use of a portion or portions of the building or structure prior to the completion of the entire project.

Prior to issuance of a Temporary Certificate of Occupancy, the premises shall be inspected by all affected city departments who shall prepare a list of work required to be completed and shall forward the list along with a recommendation for approval or disapproval of the issuance of a Temporary Certificate of Occupancy to the building official.

Upon receipt of a recommendation for approval from all affected City departments, the building official may prepare a Temporary Certificate of Occupancy granting temporary occupancy that shall include the following:

1. Work yet to be completed;
2. Maximum time allotted for completion of said work;

3. Property owner's signature and the signature of the contractor agreeing to complete the work within the prescribed time or vacate the premises upon order of the building official until such work is completed;

4. Evidence that a faithful performance bond has been posted if required by any affected city department; and

5. A copy of the Temporary Certificate of Occupancy granting temporary occupancy shall be provided to all affected city departments.

15.08.075 Chapter 1, DIVISION II, Section 113 "Board of Appeals", Subsection 113.1 "General" – Amended. Subsection 113.1 of the 2019 California Building Code is amended to read as follows:

113.1 Board of Appeals. In order to hear and decide appeals of orders, decisions, or determinations of the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals comprised of three (3) members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The board shall comply with Rosenberg's Rules of Order in conducting their business, and shall render written decisions and findings to the appellant with a copy to the Building Official. Decisions of the Board may be appealed to the City Council by the appellant or by the Building Official within thirty (30) days of the decision of the Board, by the filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The person filing the appeal and the opposing party shall be given at least ten (10) days' written notice of the time and place of the hearing on the appeal.

15.08.080 Chapter 1, DIVISION II, Section 114 "Violations", Subsection 114.1 "Unlawful acts" – Amended. Subsection 114.1 of the 2019 California Building Code is amended to read as follows:

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

Violation of any provision of this code shall be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.08.085 Section 501 "General", Subsection 501.2 "Address identification" – Amended. Subsection 501.2 of the 2019 California Building Code is amended to read as follows:

501.2 Address identification. Every principal building or structure within the incorporated limits of the City of National City shall be identified by a designated street number as issued by the Engineering Department.

Approved numbers or addresses shall be placed on all new and existing buildings, adjacent to the principal entrance to the premises or at a point that is highly visible and legible from the street. If necessary, directional signs shall be

posted showing proper access to the given address from a point where the Fire Department access roadway leaves the dedicated street, to the entrance of each addressed building. All such numbers shall be Arabic numerals or alphabetical letters and shall be a minimum of 4 inches (102mm) high with a minimum stroke width of 0.5 inches (12.7mm), and shall be placed on a contrasting background.

15.08.087 Survey required.

When any proposed building will be constructed up to the minimum front, side, or rear yard setback, and no monuments exist, a survey from a State of California licensed surveyor shall be required as part of the plan review submittal.

15.08.090 Table 1505.1 “Minimum roof covering classification for types of construction” – Amended. Table 1505.1 of the 2019 California Building Code is amended to read as follows:

Due to climatic and geographical conditions within the City of National City, Table 1505.1 is amended as follows:

Table 1505.1
Minimum Roof Covering Classification
For Types of Construction

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

15.08.092 Chapter 18, Division II, Section 1803 “Geotechnical Investigations”, Subsection 1803.1.1.1 – Added. Subsection 1803.1.1.1 is added to the 2019 California Building Code to read as follows:

1803.1.1.1 A geotechnical investigation shall be submitted with each application for a building permit for a new building or addition 500 square feet and larger. The investigation and report shall comply with the requirements of Section 1803.

15.08.093 Chapter 31, Division II, Section 3109 “Swimming Pools, Spas, and Hot Tubs,” Subsection 3109.1 “Construction requirements for building a pool or spa” – Amended. Subsection 3109.1 of the 2019 California Building Code is amended to read as follows:

3109.1 *Construction requirements for building a pool or spa.* Whenever any building permit is issued and there is an existing swimming pool, toddler pool or spa, the permit shall require that the suction outlet of the existing swimming pool, toddler pool or spa be updated so as to be equipped with an anti-entrapment cover meeting current standards of the American Society for Testing and Materials (ASTM) or the American Society of Mechanical Engineers (ASME).

15.08.095 Appendix Chapters B, C, D, F, G, H, I, J, K, L, M, N and O – Adopted.
Appendix Chapters B, C, D, F, G, H, I, J, K, L, M, N and O of the 2019 California Building Code are adopted.

PASSED and ADOPTED this _____ day of _____, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Angil P. Morris-Jones
City Attorney

ORDINANCE NO. 2019 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE 2019 CALIFORNIA ELECTRICAL CODE, INCLUDING
ANNEX H, AND THE 2017 NATIONAL ELECTRICAL CODE, AND AMENDING
CERTAIN SECTIONS OF THOSE CODES, AND AMENDING
CHAPTER 15.24 OF THE NATIONAL CITY MUNICIPAL CODE

Section 1. The City Council of the City of National City adopts the 2019 California Electrical Code, Annex H of the 2019 California Electric Code, California Code of Regulations, Title 24, Part 3, including all Annexes, and the 2017 National Electrical Code except as amended in Chapter 15.24 of the National City Municipal Code.

Section 2. The City Council of the City of National City deletes, adds, or modifies certain provisions of the 2019 California Electrical Code and Annex H of the 2019 California Building Code, consistent with their findings adopted in 2013 under Ordinance No. 2013-2386, which findings are incorporated herein by reference.

Section 3. The City Council of the City of National City amends Chapter 15.24 of the National City Municipal Code to read as follows:

CHAPTER 15.24
CALIFORNIA ELECTRICAL CODE

Sections:

- 15.24.005 2019 California Electrical Code, Annex H of the 2019 California Electrical Code and the 2017 National Electrical Code – Adopted and amended.
- 15.24.010 Annex H, Administration and enforcement – Adopted and amended.
- 15.24.015 Annex H, Section 80.13 “Authority”, Subsection 80.13(7) “Right of entry” – Amended.
- 15.24.020 Annex H, Section 80.13 “Authority”, Subsection 80.13(17) “Electric Fences Prohibited” – Added.
- 15.24.025 Annex H, Section 80.19 “Permits and Approvals”, Subsection 80.19(D) “Annual permits” – Deleted.
- 15.24.030 Annex H, Section 80.19 “Permits and Approvals”, Subsection 80.19(E) “Fees” – Amended.
- 15.24.035 Annex H, Section 80.23 "Notice of Violations, Penalties," Subsection 80.23(B)(4) "Work commencing before permit issuance" – Added
- 15.24.040 Annex H, Section 80.19 “Permits and Approvals”, Subsection 80.19(F) “Inspection and approvals” – Amended.
- 15.24.045 Annex H, Section 80.19 “Permits and Approvals”, Subsection 80.19(H) “Applications and extensions” – Amended.

- 15.24.050 Annex H, Section 80.19 “Permits and Approvals”, Subsection 80.19(I) “Permit denial” – Added.
- 15.24.055 Annex H, Section 80.23 “Notice of violations, penalties” – Amended.
- 15.24.060 Annex H, Section 80.25 “Connection to electrical supply”, Subsection 80.25(C) “Notification” – Deleted.
- 15.24.065 Annex H, Section 80.27 “Inspector’s qualifications” – Deleted.
- 15.24.070 Annex H, Section 80.29 “Liability for damages” – Deleted.
- 15.24.075 Annex G, "Supervisory Control and Data Acquisition (SCADA)" – Deleted.
- 15.24.080 Article 89 “General Code Provisions”, Subsection 89.108.8 “Appeals Board” – Amended.

15.24.005 2019 California Electrical Code, Annex H of the 2019 California Electrical Code and the 2017 National Electrical Code – Adopted and amended. The City Council adopts 2019 California Electrical Code, Annex H of the 2019 California Electric Code, California Code of Regulations, Title 24, Part 3, including all Annexes, and the 2017 National Electrical Code, for the purpose of prescribing in the City of National City, regulations governing the inspection of installations, investigation of fires caused by electrical installations, the review of construction plans, drawings, and specifications for electrical systems, the design, alteration, modification, construction, maintenance, and testing of electrical systems and equipment, the regulation and control of electrical installations at special events including but not limited to exhibits trade shows, amusement parks, and other similar special occupancies, in or on any building or structure, or outdoors on any premises or property. The City Council amends, deletes, or adds certain sections of the 2019 Electrical Code, Annex H of the 2019 Electrical Code, and the 2017 National Electrical Code, based on local climatic, topographic or geological conditions that justify deviating from said Codes. The City Council does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geological and topographical conditions in the City of National City, including the age and concentration of structures, and the differences in elevation throughout the City, do reasonably necessitate and demand changes in and variations from the 2019 California Electrical Code. Copies of these codes are filed in the office of the building official, and are adopted and incorporated as if fully set out in this chapter, and the provisions thereof shall be controlling within the city limits.

15.24.010 Annex H, Administration and enforcement – Adopted and amended. ANNEX H to the 2019 California Electrical Code entitled “Administration and Enforcement”, is adopted subject to the following additions, amendments and deletions contained in this chapter.

15.24.015 Annex H, Section 80.13 “Authority”, Subsection 80.13(7) “Right of entry” – Amended. Section 80.13(7) of Annex H of the 2019 California Electrical Code is amended to read as follows:

80.13(7) *Right of entry.* When necessary to make inspections to enforce any provision of this code, or when the Building Official has reasonable cause to

believe that there exists in any building or upon any premises a condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code.

15.24.020 Annex H, Section 80.13 "Authority", Subsection 80.13(17) "Electric Fences Prohibited" – Added. Section 80.13 (17) is added to Annex H of the 2019 California Electrical Code as follows:

80.13 (17) *Electric Fences Prohibited.* No electric fence shall be constructed maintained or operated within the City of National City. Electric fences as used herein, include all fences which in any way use electrical energy as an additional deterrent or have wires charged with electricity which are not covered with adequate insulation to protect persons and animals coming in contact therewith.

15.24.025 Annex H, Section 80.19 "Permits and Approvals", Subsection 80.19(D) "Annual permits" – Deleted. Section 80.19(D) of Annex H of the 2019 California Electrical Code is deleted.

15.24.030 Annex H, Section 80.19 "Permits and Approvals", Subsection 80.19(E) "Fees" – Amended. Section 80.19(E) of Annex H of the 2019 California Electrical Code is amended to read as follows:

80.19(E) *Fees.* Fees shall be assessed in accordance with the current City of National City Fee Schedule.

15.24.035 Annex H, Section 80.23 "Notice of Violations, Penalties," Subsection 80.23(B)(4) "Work commencing before permit issuance" – Added. Subsection 80.23(B)(4) is added to Annex H of the 2019 California Electrical Code as follows:

80.23(B)(4) *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by this code if a permit were to be issued. The administrative penalty is in addition to a permit fee.

When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.24.040 Annex H, Section 80.19 "Permits and Approvals", Subsection 80.19(F) "Inspection and approvals" – Amended. Section 80.19(F) of Annex H of the 2019 California Electrical Code is amended to read as follows:

80.19(F) *Inspection and approvals*

(1) All electrical systems and equipment for which a permit is required by this code shall be subject to inspection by the Building Official, and the electrical system shall remain accessible and exposed for inspection purposes until approved by the Building Official.

It shall be the duty of the permittee to cause the electrical system to remain accessible and exposed for inspection purposes. Neither the Building Official, nor the City of National City shall be liable for the expense entailed in the removal or replacement of any material required to permit inspection. When the installation of an electrical system and equipment is complete, an additional and final inspection shall be made. Electrical systems and equipment regulated by this code shall not be connected to the energy source until authorized by the Building Official.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the City of National City. Inspections presuming to give authority to violate or cancel provisions of this code or other ordinances of the City of National City shall not be valid.

(2) Inspection requests. It shall be of the duty of the permittee to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing or by telephone at the option of the Building Official.

It shall be the duty of the permittee to provide access to and means for inspection of such work.

(3) Operation of Electrical Equipment. The requirements of section 15.24.040 shall not be construed to prohibit the operation of any electrical system or equipment installed to replace existing equipment. The request for inspection of such equipment must have been with the Building Official not more than forty-eight hours after such replacement work is completed and before any portion of such electrical system is concealed by any permanent portion of the building.

(4) Re-inspections. A re-inspection fee may be assessed for each inspection or re-inspection when any of the following occurs:

- A. The portion of the work for which the inspection was called is not complete or the corrections previously required are not made;
- B. Calling for an inspection before the job is ready for such inspection or re-inspection;
- C. The inspection record card or the approved plans are not posted or otherwise available to the inspector;
- D. Failure to provide access on the date for which the inspection is requested; or
- E. Deviating from the approved plans when such deviation or change required approval of the Building Official.

To obtain a re-inspection, the permittee shall file an application in writing on a form provided for that purpose and pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where

re-inspection fees have been assessed, no further inspections shall be performed until the fees have been paid.

15.24.045 Annex H, Section 80.19 “Permits and Approvals”, Subsection 80.19(H) “Applications and extensions” – Amended. Section 80.19(H) of Annex H of the 2019 California Electrical Code is amended to read as follows:

80.19(H) *Application and Extensions*. Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Building Official within twelve calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Building Official within each six month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or a renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first twelve calendar months from the date of issuance, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. The same edition of the California codes is in effect as used in the initial plan check;

D. A fee equal to one-half the amount required for a new permit is paid; and

E. The renewal permit shall expire three calendar years from the date of initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

2. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one quarter the amount required for a new permit shall be paid; and

D. A renewal permit shall expire three calendar years from the date of initial permit issuance.

3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewed permit may be obtained provided that:

A. Construction in reliance upon the building permit has commenced and has been approved;

B. No changes have been made or will be made in the original plans and specifications for such work;

C. A fee equal to the full amount required for a new permit is paid except that where the Building Official determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.24.045.3 shall be one calendar year from the date of renewal. The permit may be renewed for each calendar year thereafter provided that all requirements of Subsections A, B and C as stated in subsection 15.24.045.3 are met.

4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of the time within which work under that permit may be continued when for good and satisfactory reasons as determined by the Building Official in his or her sole discretion, the permittee is unable to continue work within the time required by section 15.24.045. The Building Official may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

5. Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.24.050 Annex H, Section 80.19 "Permits and Approvals", Subsection 80.19(I) "Permit denial" – Added. Subsection 80.19(I) is added to Annex H of the 2019 California Electrical Code to read as follows:

80.19(I) *Permit Denial*. The Building Official may deny the issuance of a building permit on any property where there exists an unsafe or substandard

building as provided in Chapter 15.10 and 15.16 of the National City Municipal Code, or where there exists unlawful construction or a violation of the National City Municipal Code.

15.24.055 Annex H, Section 80.23 “Notice of violations, penalties” – Amended. Section 80.23 of Annex H of the 2019 California Electrical Code is amended to read as follows:

80.23 *Violations, Penalties.* It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

Violations of any provisions of this code may be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.24.060 Annex H, Section 80.25 “Connection to electrical supply”, Subsection 80.25(C) “Notification” – Deleted. Subsection 80.25(C) of Annex H of the 2019 California Electrical Code is deleted.

15.24.065 Annex H, Section 80.27 “Inspector’s qualifications” – Deleted. Section 80.27 of Annex H of the 2019 California Electrical Code is deleted.

15.24.070 Annex H, Section 80.29 “Liability for damages” – Deleted. Section 80.29 of Annex H of the 2019 California Electrical Code is deleted.

15.24.075 Annex G, Supervisory Control and Data Acquisition (SCADA) – Deleted. Annex G of the 2019 California Electrical Code is deleted.

15.24.080 Article 89 “General Code Provisions”, Subsection 89.108.8 “Appeals Board” – Amended. Subsection 89.108.8 of Article 89 the 2019 California Electrical Code is amended to read as follows:

Section 107.1. *Board of Appeals.* In order to hear and decide appeals of orders, decisions, or determinations of the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals comprised of three (3) members who are qualified by experience and training to pass upon matters pertaining to building codes, regulations, and ordinances, and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The Board shall comply with Rosenberg’s Rules of Order in conducting their business, and shall render written decisions and findings to the appellant with a copy to the Building Official. Decisions of the Board may be appealed to the City Council by the appellant or by the Building Official within thirty (30) days of the Decision of the Board by filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The person filing the appeals and the opposing party shall be given at least ten days’ written notice of the time and place of the hearing on the appeal.

[Signatures on Next Page]

PASSED and ADOPTED this _____ day of _____, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

ORDINANCE NO. 2019 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE 2019 CALIFORNIA ENERGY CODE, AND AMENDING
SECTION 15.75.010 OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City hereby adopts the 2019 California Energy Code, California Code of Regulations, Title 24, Part 6, establishing regulations for the installation, maintenance, and alteration of energy systems within the city.

Section 2. The City Council of the City of National City amends Section 15.75.010 of the National City Municipal Code to read as follows:

15.75.010 2019 California Energy Code – Adopted. The City Council adopts and incorporates herein, for the purpose of prescribing regulations for the conservation of energy, the, 2019 California Energy Code, California Code of Regulations, Title 24, Part 6. Except as otherwise provided by this chapter, all construction of buildings where energy will be utilized shall be in conformance with the 2019 California Energy Code

PASSED and ADOPTED this ____ day of _____, 2019

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

ORDINANCE NO. 2019 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING APPENDIX J OF THE 2019 CALIFORNIA BUILDING CODE
AMENDING CERTAIN SECTIONS OF THAT CODE, AND AMENDING
CHAPTER 15.70 (GRADING) OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City hereby adopts Appendix J of the 2019 California Building Code, California Code of Regulations, Title 24, Part II, Appendix J.

Section 2. The City Council of the City of National City hereby amends, adds, and deletes certain sections of Appendix J of the 2019 California Building Code.

Section 3. The City Council of the City of National City amends Chapter 15.70 of the National City Municipal Code to read as follows:

CHAPTER 15.70

GRADING

Sections:

- 15.70.005 Adoption of Appendix J of the 2019 California Building Code – Amended.
- 15.70.010 Purpose.
- 15.70.015 Appendix J of the 2019 California Building Code, Section J101 “General”, Subsection J101.1 “Scope” – Amended.
- 15.70.020 Appendix J of the 2019 California Building Code, Section J102 “Definitions” – Amended.
- 15.70.025 Hazards and safety precautions.
- 15.70.030 Appendix J of the 2019 California Building Code, Section J103 “Permits Required”, Subsection 103.2 (1) “Exemptions” – Amended.
- 15.70.035 Appendix J of the 2019 California Building Code, Section J103 “Permits Required”, Subsection J103.2 (2) “Exemptions” – Amended.
- 15.70.040 Appendix J of the 2019 California Building Code, Section J103 “Permits Required”, Subsection J103.2 (5) “Exemptions” – Amended.
- 15.70.045 Appendix J of the 2019 California Building Code, Section J103 “Permits Required”, Subsection J103.2 (6) “Exemptions” – Amended.
- 15.70.055 Appendix J of the 2019 California Building Code, Section J103 “Permits Required”, Subsection J103.2 (8) “Exemptions” – Added.

- 15.70.060 Appendix J of the 2019 California Building Code, Section J104 “Permit Application and Submittals”, Subsection J104.5 “Engineered Grading Requirements” – Added.
- 15.70.065 Appendix J of the 2019 California Building Code, Section J104 “Permit Application and Submittals”, Subsection J104.6 “Regular Grading and Retaining Wall Construction Requirements” – Added.
- 15.70.070 Appendix J of the 2019 California Building Code, Section J104 “Permit Application and Submittals”, Subsection J104.7 “Licenses and Insurance” – Added.
- 15.70.075 Appendix J of the 2019 California Building Code, Section J104 “Permit Application and Submittals”, Subsection J104.8 “Conditions” – Added.
- 15.70.080 Appendix J of the 2019 California Building Code, Section J105 “Inspections”, Subsection J105.3 – Added.
- 15.70.085 Appendix J of the 2019 California Building Code, Section J106 “Excavations”, Subsection J106.1.2 “Exceptions” – Deleted.
- 15.70.090 Appendix J of the 2019 California Building Code, Section J107 “Fills”, Subsection J107.1 “General” – Deleted.
- 15.70.095 Appendix J of the 2019 California Building Code, Section J107 “Fills”, Subsection J107.2 “Surface Preparation” – Amended.
- 15.70.100 Appendix J of the 2019 California Building Code, Section J107 “Fills”, Subsection J107.4 “Fill material” – Amended.
- 15.70.105 Appendix J of the 2019 California Building Code, Section J108 “Setbacks”, Subsection J108.1 “General” – Amended.
- 15.70.110 Appendix J of the 2019 California Building Code, Section J108, “Setbacks”, Subsection J108.2 “Top of Slope” – Amended.
- 15.70.115 Appendix J of the 2019 California Building Code, Section J108 “Setbacks”, Figure J108.1, “Drainage Dimensions” – Amended.
- 15.70.120 Appendix J of the 2019 California Building Code, Section J108 “Setbacks”, Subsection J108.3 “Slope Protection” – Amended.
- 15.70.125 Appendix J of the 2019 California Building Code, Section J109 “Drainage and Terracing”, Subsection J109.4 “Drainage across property lines” – Amended.
- 15.70.130 Appendix J of the 2019 California Building Code, Section J109 “Drainage and Terracing”, Subsection J109.5 “Surface Run-off Interception” – Added.
- 15.70.135 Appendix J of the 2019 California Building Code, Section J109 “Drainage and Terracing”, Subsection J109.6 “Easements and Encumbrances” – Added.

- 15.70.140 Appendix J of the 2019 California Building Code, Section J110 “Erosion Control”, Subsection J110.3 “Storm Water Erosion and Sediment” – Added.
- 15.70.145 Grading fees.
- 15.70.146 Work commencing prior to permit issuance
- 15.70.150 Completion of work.
- 15.70.155 Rough grading permit.
- 15.70.160 Parking lots.
- 15.70.165 Bonds.
- 15.70.170 Violation a misdemeanor.
- 15.70.175 Board of Appeals

15.70.005 Adoption of Appendix J of the 2019 California Building Code – Amended.

There is adopted by the City Council for the purpose of prescribing regulations governing the excavation and grading on private property, and the issuance of permits, and providing for the inspection thereof, Appendix J of the 2019 California Building Code, subject to the amendments, additions and deletions set forth in this chapter based on local climatic, geological, or topographical conditions. The City Council does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geological and topographical conditions in the City of National City, including the age and concentration of structures, and differences in elevation throughout the City, do reasonably necessitate and demand specific changes in and variations from the 2019 California Building Code. A copy of this adopted code is on file in the engineering department.

15.70.010 Purpose. The purpose of this Chapter is to safeguard life, limb, property, and the public welfare by regulating grading and other earthwork activities, or by controlling existing fills and excavations, and the construction of retaining walls, drainage facilities on private property and to ensure that soil erosion, sedimentation, and storm water runoff are regulated to reduce, to the maximum extent practicable, pollutants entering the storm water conveyance system and waters of the state to protect water quality.

15.70.015 Appendix J of the 2019 California Building Code, Section J101 “General”, Subsection J101.1 “Scope”—Amended. Section J101, Subsection J101.1 of the 2016 California Building Code is amended to read as follows:

J101.1 Scope. This Ordinance sets forth rules and regulations to control excavation, grading, drainage, earthwork construction, including fills and embankments, and retaining wall construction; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading and retaining wall construction. Where conflicts occur between the technical requirements of this chapter and the geotechnical report, the geotechnical report shall govern.

15.70.020 Appendix J of the 2019 California Building Code, Section J102 “Definitions – Amended. For the purposes of Chapter 15.70, the following definitions supplement, or modify certain definitions in Appendix J of the 2019 California Building Code, Section J102. All other definitions listed in the 2019 Building Code shall remain applicable.

APPROVAL - The term “approval” does not constitute certification of the project as a whole in terms of completeness, accuracy, design and construction standards, as shown on the plans.

AUTHORITY HAVING JURISDICTION – means the City Engineer of the City of National City, or designee.

BEST MANAGEMENT PRACTICES OR BMPS – means schedules of activities, pollution treatment practices or devices, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants directly or indirectly to Storm Water, Receiving Waters, or the Storm Water Conveyance System. Best Management Practices also include but are not limited to treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. Best Management Practices may include any type of pollution prevention and pollution control measure that can help to achieve compliance with this Chapter. Best Management Practices may include any type of pollution prevention and pollution control measure, which the City Engineer finds, is necessary to reduce pollutants entering the Waters of the State to the Maximum Extent Practicable.

CITY ENGINEER – means the City Engineer or designee.

CIVIL ENGINEER – means a professional engineer registered in the State of California to practice in the field of civil engineering as defined in Section 6731 of the California Business and Professions Code. He or she is the person directly responsible for the project design, plan certification, and construction supervision.

DRAINAGE PLAN – means a plan which shows existing and proposed site drainage within a property that is to be developed or rough graded. The drainage plan shall be prepared by a registered civil engineer, an architect, or other qualified and licensed professionals, and shall comply with the standards and requirements of the City Engineer. If, for a given development, no grading is proposed, or the earthwork quantity involved in the grading is below the established limit of this ordinance, and for which a grading plan is not required, then as a minimum, a drainage plan shall be submitted for the development.

EROSION CONTROL PLAN – means a plan prepared and signed and stamped/sealed by a civil engineer competent in the preparation of such plans and knowledgeable about current erosion control methods. The plan shall provide for protection of exposed soils, prevention of discharge of sediment, and desiltation of runoff at frequent intervals along flowage areas, at entrances to storm drains, at entrances to streets and driveways, and at the exit of the area being graded.

EROSION CONTROL SYSTEM – means any combination of desilting facilities, retarding basins, flow decelerates, and/or erosion protection (including

effective planning and the maintenance thereof) to protect the project site, adjacent private property, watercourses, public facilities, graded improvements, existing natural facilities, archaeological artifacts, and relieve waters of suspended sediments or debris prior to discharge from the site.

GRADE – means the vertical location of the ground surface, in relation to a National City benchmark elevation.

MAXIMUM EXTENT PRACTICABLE or (“MEP”) – means the standard established in Clean Water Act section 402(p)(3)(B)(iii) that municipal dischargers of storm water must meet. MEP is an acceptability standard for Best Management Practices based on a level of pollutant reduction that can be achieved by the most effective set of BMPs that can be implemented and still remain practicable; MEP generally emphasizes pollution prevention and source control BMPs as the first line of defense in combination with treatment methods as a backup.

PERMITTEE – means any person, corporation, partnership, limited liability company, non-profit entity, joint venture, association of any type, public entity or any other legal entity, which submits an application for a permit pursuant to this Chapter.

POLLUTANT – means any agent that may cause or contribute to the degradation of water quality, including, but not limited to, earth materials.

RAINY SEASON – means the period beginning October 1st and ending April 30th in the next calendar year. The remainder of the year is the dry season.

RETAINING WALL PLAN – means a plan prepared by a registered civil engineer, an architect, or other qualified professional, which shows pertinent top and bottom of wall elevations and the wall profile, together with the existing and proposed ground elevations and profile at the wall. The plan shall be prepared in accordance with the requirements set forth by the City Engineer, and shall be subject to approval by the City Engineer. The plan shall be required for walls in excess of 3 feet (3') in height, measured from the top of the footing, to the top of the wall, and for walls less than or equal to 3 feet (3') in height measured from the top of the footing, to the top of the wall, supporting a surcharge or a sloped backfill. The retaining walls shall be in accordance with the Regional Standard Drawings, and the Standard Specifications, or shall be specially engineered.

STORM WATER CONVEYANCE SYSTEM – means private and public drainage facilities within the city by which storm water may be conveyed to waters of the United States, including but not limited to, streets, roads, catch basins, natural and artificial channels, natural and artificial drainage features, aqueducts, canyons, stream beds, gullies, curbs, gutters, ditches, and storm drains. Historic and current development makes use of natural drainage patterns and features as conveyances for urban runoff. Urban streams used in this manner are part of the Storm Water Conveyance System regardless of whether they are natural, man-made, or partially modified features.

WATERS OF THE STATE – means any water, surface or underground, including saline waters within the boundaries of California, including a municipal storm sewer system (MS4).

WATERS OF THE UNITED STATES – has the same meaning as in 40 Code of Federal Regulations section 122.2.

15.70.025 Hazards and safety precautions. If, at any stage of work, the City Engineer determines that authorized grading is likely to endanger any public or private property or result in the deposition of debris on any public way or interfere with any existing drainage course, the City Engineer may specify and require reasonable safety precautions to avoid the danger. The permittee shall be responsible for removing excess soil and debris deposited upon adjacent and downstream public or private property resulting from permittee's grading operations. Soil and debris shall be removed and damage to adjacent and downstream property repaired as directed by the City Engineer. Erosion and siltation control shall require temporary or permanent siltation basins, energy dissipaters, or other measures as field conditions warrant, whether or not such measures are a part of approved plans. The permittee shall incur cost associated with any work outlined in this section.

The City Engineer shall not issue a grading permit in any case where the City Engineer finds that the work, as proposed by the applicant, will damage any private or public property, or interfere with any existing drainage course in a manner which may cause damage to any adjacent property, or result in the depositing of debris on any public way, or create an unreasonable hazard to person or property, or cause or contribute to an exceedance of state water quality objectives, or fail to reduce pollutants from the site to the maximum extent practicable.

15.70.030 Appendix J of the 2019 California Building Code, Section J103 "Permits Required", Subsection J103.2 (1) "Exemptions" – Amended. Subsection J103.2 (1) of the 2016 California Building Code is amended to read as follows:

J103.2 (1) When approved by the City Engineer, grading in an isolated or self-contained area, provided there is no danger to the public, and such grading will not adversely affect adjoining properties.

15.70.035 Appendix J of the 2019 California Building Code, Section J103 "Permits Required", Subsection J103.2 (2) "Exemptions" – Amended. Subsection J103.2 (2) of the 2016 California Building Code is amended to read as follows:

J103.2 (2) An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation or exempt any excavation having an unsupported height greater than 5 feet (1525 mm) after the completion of such structure.

15.70.040 Appendix J of the 2019 California Building Code, Section J103 "Permits Required", Subsection J103.2 (5) "Exemptions" – Amended. Subsection J103.2 (5) of the 2019 California Building Code is amended to read as follows:

J103.2 (5) Excavations for wells or trenches for utilities on private property.

15.70.045 Appendix J of the 2019 California Building Code, Section J103 “Permits Required”, Subsection J103.2 (6) “Exemptions” – Amended. Subsection J103.2 (6) of the 2019 California Building Code is amended to read as follows:

J103.2 (6) Mining, quarrying, excavating, processing or stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property, excepting the dumping and stockpiling of dirt and rubble, which is strictly prohibited in National City.

15.70.055 Appendix J of the 2019 California Building Code, Section J103 “Permits Required”, Subsection J103.2 (8) “Exemptions” – Added. Subsection J103.2 (8) is added to the 2019 California Building Code to read as follows:

J103.2 (8) A fill less than 1 foot (305 mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet (914 mm) in depth, not intended to support structures, that does not exceed 50 cubic yards (38.3 m³) on any one lot and does not obstruct a drainage course.

15.70.060 Appendix J of the 2019 California Building Code, Section J104 “Permit Application and Submittals”, Subsection J104.5 “Engineered Grading Requirements” – Added. Subsection J104.5 is added to the 2019 California Building Code to read as follows:

J104.5 *Engineered Grading Requirements* – Application for a grading permit shall be accompanied by a work schedule including details of the hauling operation, size of trucks, haul route, dust and debris control measures and time and frequency of haul trips; four sets of plans and specifications; and two sets of supporting data consisting of a soils engineering report, engineering geology report (if necessary), drainage study, structural calculations, cost estimate and applicable fees, and other pertinent information as may be required by the City Engineer and all relevant information listed in the plan checklists as developed by the City Engineer.

15.70.065 Appendix J of the 2019 California Building Code, Section J104 “Permit Application and Submittals”, Subsection J104.6 “Regular Grading and Retaining Wall Construction Requirements” – Added. Section J104.6 is added to the 2019 California Building Code to read as follows:

J104.6 *Regular Grading and Retaining Wall Construction Requirements.* Each application for a grading or retaining wall permit shall be accompanied by four sets of plans and specifications, in sufficient clarity, to indicate the nature and extent of the work, as well as supporting data consisting of a soils engineering report, engineering geology report (if necessary), drainage study, structural calculations, cost estimate, and other pertinent information as required by the City Engineer. All grading plans shall be prepared and signed and stamped/sealed by

a registered civil engineer and by a registered soil engineer, or registered civil engineer competent in soils engineering. The plans shall include the following information:

- 1 Location of work;
- 2 Name of the person who prepared the plans;
- 3 General vicinity of the proposed site;
- 4 Limiting dimensions and depth of cut and fill with input and export values;
- 5 Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet (15') of the proposed grading;
- 6 All other relevant information listed in the plan checklists as developed by the City Engineer.

The City Engineer may waive the requirement for a grading permit when the proposed grading is on a single lot or parcel not proposed for further subdivision and in the opinion of the City Engineer, the proposed grading entails no hazard to any adjacent property, does not necessitate construction of extensive drainage structures or erosion control facilities, and does not interfere in any way with existing natural or improved drainage courses or channels.

A retaining wall less than or equal to three feet (3') in height measured from the top of the footing to the top of the wall, when no surcharge is present, the backfill is level, and when not an integral part of a building shall be exempt from a grading permit. However, the construction of said retaining wall shall comply with the Regional Standard Drawings, and is subject to inspection by the City Engineer or his/her designee.

Grading, retaining wall, and improvement permits issued pursuant to the grading and improvement plans will expire six months after their issue. A permit renewal will be issued upon payment of the renewal fee as provided for in the National City fee schedule. Renewed permits will expire six months after their issue.

Requests for extensions shall be made in writing and state the reason for the delay in the completion of work. A permittee may submit an application to the City before, but not earlier than 60 calendar days before, the expiration of the grading, retaining wall, or improvement permit expiration. The City Engineer may extend the grading, retaining wall or improvement permit for a period not to exceed 180 calendar days if the City Engineer determines that circumstances beyond the control of the permittee prevented completion of the work.

15.70.070 Appendix J of the 2019 California Building Code, Section J104 "Permit Application and Submittals", Subsection J104.7 "Licenses and Insurance" – Added. Subsection J104.7 is added to the 2019 California Building Code to read as follows:

J104.7 Licenses and Insurance. Prior to the issuance of a permit, the applicant or the applicant's contractor shall present to the City Engineer evidence of the following:

I. Coverage of general liability insurance and worker's compensation in the amounts required by the City Engineer. Such insurance policy shall name the City of National City and its elected officials, officers, agents, and employees as additional insured. The actual endorsements or policy language regarding automatic additional insureds must be provided.

II. City business license, which may be obtained from the National City Finance Department.

III. Appropriate state contractor license.

15.70.075 Appendix J of the 2019 California Building Code, Section J104 "Permit Application and Submittals", Subsection J104.8 "Conditions" – Added. Subsection J104.8 of the 2019 California Building Code is added to read as follows:

J104.8 Conditions

A. Standards. All grading, drainage, and retaining wall work done under this ordinance shall be in accordance with the approved plans and the conditions of the required permits. The work shall conform to the Standards of the City of National City, the County of San Diego Regional Standard Drawings (latest adopted edition), the Public Works Inspection Manual (latest adopted edition), the Standard Specifications for Public Works Construction (latest adopted edition), and any other conditions as may be determined by the City Engineer to be applicable to the work. Deviations from the requirements of these standards may be permitted by the City Engineer, based upon written reports and recommendations by qualified authorities.

B. Water Quality. It shall be a condition of every permit issued under this Chapter that the Permittee shall comply with all the provisions of the City of National City Watercourse Protection, Storm Water Management and Discharge Control Ordinance in Chapter 14.22 of this Code.

C. Minimum BMPs. The BMPs required by the City of National City Storm Water Best Management Practices Manual adopted in this Municipal Code shall be the minimum BMPs required for issuance of a grading permit and additional BMPs may be required by the City Engineer as a condition of issuance of the grading permit.

D. Grading Plan Requirements. All grading plans, regardless of the date of submittal, shall include an erosion control plan designed to limit erosion of all disturbed portions of the property and to eliminate the transport of soil onto adjacent properties or into streets, storm drains, or drainage ways.

E. Standard Urban Storm Water Mitigation Plan (SUSMP) Checklist. A SUSMP checklist as created by the City Engineer shall be submitted with plans.

15.70.080 Appendix J of the 2019 California Building Code, Section J105 "Inspections", Subsection J105.3 – Added. Subsection J105.3 is added to the 2019 California Building Code to read as follows:

J105.3 The Permittee or his agent shall notify the City Engineer:

A. Initial inspection (pre-construction conference) - when he is ready to begin grading and not less than forty-eight (48) hours before any grading is to be commenced. The pre-construction meeting shall be attended by the owner of the property, the soils engineer and the engineering geologist (when necessary) the design engineer, the grading contractor, and the building and engineer inspectors.

B. Toe of fill inspection. After the natural ground is exposed and prepared to receive fill, but before any fill is placed.

C. Excavation Inspection - After excavation is started, but before the vertical depth of the excavation exceeds 10 feet.

D. Fill Inspection. After fill and placement is started, but before the vertical height of the lifts exceeds 10 feet.

E. Drainage Device Inspection - Before and after forms and reinforcement are in place, but before any concrete is placed.

F. Rough Grading. Upon completion of all rough grading, including installation of all drainage structures and other protective devices, at least twenty-four hours before inspection is to be made.

G. Final Inspection. Upon completion and approval by the project Civil Engineer and Soils Engineer of all work shown on the plans and the permit including the installation of all drainage or other structures.

H. In addition to the above, inspections for retaining walls shall be per the San Diego County Regional Standard Drawings or special Engineering.

I. Modification of approved plans, if changes are to be made in the approved plans during construction, the applicant, or his agent, shall submit an engineering change order to the inspector or to the City Engineer, for review and approval.

15.70.085 Appendix J of the 2019 California Building Code, Section J106 "Excavations", Subsection J106.1 (2) "Exceptions" – Deleted. Appendix J of the 2019 California Building Code, Subsection J106.1 (2) "Exceptions" is deleted.

15.70.090 Appendix J of the 2019 California Building Code, Section J107 "Fills", Subsection 1 "General" – Deleted. Appendix J of the 2019 California Building Code, Section J107 "Fills", Subsection J107.1 "General" is deleted.

15.70.095 Appendix J of the 2019 California Building Code, Section J107 "Fills", Subsection 2 "Surface Preparation" – Amended. Subsection J107.2 of the 2019 California Building Code is amended to read as follows:

J107.2 Surface Preparation. Fill slopes shall not be constructed on natural slopes steeper than 1 unit vertical in 2 units horizontal (50% slope). The ground surface shall be prepared to receive fill by removing vegetation, non-complying fill, topsoil and other unsuitable materials scarifying to provide a bond with the new fill and, where slopes are steeper than 1 unit vertical in 5 units horizontal (20% slope) and the height is greater than 5 feet (1524 mm), by benching into sound bedrock or other competent material as determined by the soils engineer. The bench under the toe of fill shall be at least 10 feet (3048 mm) wide. The area beyond the toe of

fill shall be at least 10 ft (3048 mm) wide but the cut shall be made before placing the fill and acceptance by the soils engineer or engineering geologist or both, as a suitable foundation for fill.

15.70.100 Appendix J of the 2019 California Building Code, Section J107 “Fills”, Subsection J107.4 “Fill material” – Amended. Subsection J107.4 of the 2019 California Building Code is amended to read as follows:

J107.4 *Fill material.* Organic material shall not be permitted in fills. Except as permitted by the City Engineer, no rock or similar irreducible material with a maximum dimension greater than 12 inches (305 mm) shall be buried or placed in fills.

Exception: The City Engineer may permit placement of larger rock when the soils engineer properly devises a method of placement, and continuously inspects its placement and approved the fill stability. The following conditions shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
2. Rock sizes greater than 12 inches (305 mm) in maximum dimension shall be 10 feet (3048 mm) or more below grade, measured vertically.
3. Rocks shall be placed so as to assure filling of all voids with well-graded soil.

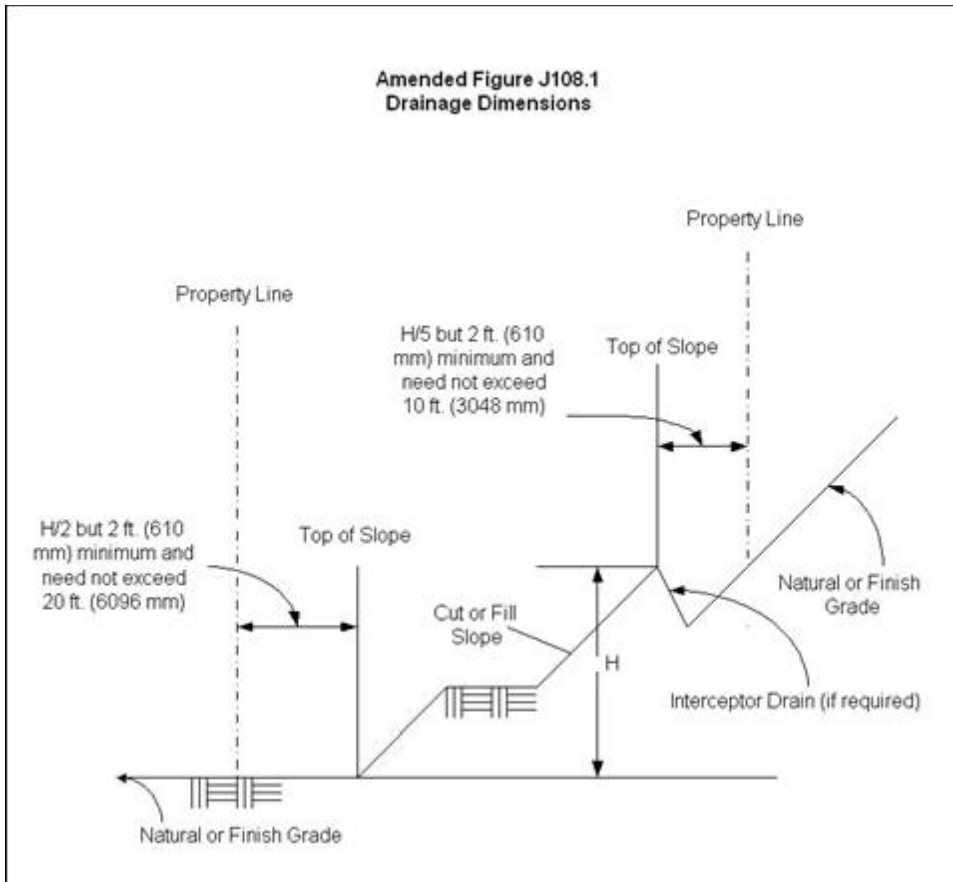
15.70.105 Appendix J of the 2019 California Building Code, Section J108 “Setbacks”, Subsection J108.1 “General” – Amended. Subsection J108.1 of the 2019 California Building Code is amended to read as follows:

J108.1 *General.* Cut and fill slopes shall be set back from the property lines in accordance with this section. Setback dimensions shall be measured perpendicular to the property line and shall be as shown in amended FIGURE J108.1 as shown in this Chapter.

15.70.110 Appendix J of the 2019 California Building Code, Section J108, “Setbacks”, Subsection J108.2 “Top of Slope” – Amended. Subsection J108.2 of the 2019 California Building Code is amended to read as follows:

J108.2 *Top of slope.* The setback at the top of a cut slope shall not be less than that shown in amended Figure J108.1 as shown in this chapter, or than is required to accommodate any required interceptor drains, whichever is greater.

15.70.115 Appendix J of the 2019 California Building Code, Section J108 “Setbacks”, Figure J108.1, “Drainage Dimensions” – Amended. Figure J108.1 of the 2019 California Building Code is amended to read as follows:



15.70.120 Appendix J of the 2019 California Building Code, Section J108 “Setbacks”, Subsection J108.3 “Slope Protection” – Amended. Subsection J108.3 of the 2019 Building Code is amended to read as follows:

J108.3 *Slope Protection.* The toe of fill slope shall be made not nearer to the site boundary line than one half the height of the slope with a minimum of 2 feet (610 mm) and a maximum of 20 feet (6096 mm). Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the City Engineer deems necessary to protect the adjoining property from damage as a result of such grading. These precautions may include but are not limited to:

1. Additional setbacks.
2. Provision for retaining or slough walls.
3. Mechanical or chemical treatment of the fill slope surface to minimize erosion.
4. Provisions for the control of surface waters.

15.70.125 Appendix J of the 2019 California Building Code, Section J109 “Drainage and Terracing”, Subsection J109.4 “Drainage across property lines” – Amended. Subsection J109.4 of the 2019 California Building Code is amended to read as follows:

J109.4 *Drainage Across property lines*. Surface runoff shall not be permitted to flow from one lot to another, unless proper drainage agreements between affected property owners are executed and submitted to the City Engineer. Such agreements shall be subject to approval by the City Engineer, and recorded prior to issuance of the grading permit.

15.70.130 Appendix J of the 2019 California Building Code, Section J109 “Drainage and Terracing”, Subsection J109.5 “Surface Run-off Interception” – Added. Subsection J109.5 is added to the 2019 California Building Code to read as follows:

J109.5 *Surface Run-off Interception* Surface run-off from new landscaping areas shall be intercepted by and directed to approved drainage facilities.

15.70.135 Appendix J of the 2019 California Building Code, Section J109 “Drainage and Terracing”, Subsection J109.6 “Easements and Encumbrances” – Added. Subsection J109.6 is added to the 2019 California Building Code is added to read as follows:

J109.6 *Easements and Encumbrances*. For all private water courses where the continuous functioning of the drainageway is essential to the protection and use of multiple properties, a covenant, a maintenance agreement, and/or deed restriction shall be recorded by the applicant, placing the responsibility for the maintenance of the drainageway(s) on the owners of record of each respective lot affected. Permanent off-site drainage easements, as required by the City Engineer, shall be acquired by the applicant. Such easements shall be subject to approval by the City Engineer and recorded prior to issuance of the grading permit.

15.70.140 Appendix J of the 2019 California Building Code, Section J110 “Erosion Control”, Subsection J110.3 “Storm Water Erosion and Sediment” – Added. Subsection J110.3 is added to the 2019 California Building Code to read as follows:

J110.3 *Stormwater Erosion and Sediment*.

A. Plans for an erosion control system shall be prepared and submitted for the review and approval of the City Engineer as a part of any application for a grading permit. The erosion control system shall comply with the requirements of the latest National Pollutant Discharge Elimination System permit and Chapter 14.22 of this Code to satisfy the requirements for erosion control and eliminate the discharge of sediment and pollutants. The erosion control plan shall include, but not be limited to, the following information:

1. Name, address, and a twenty-four-hour phone number of the owner or responsible party, and the person or contractor responsible for installing and maintaining the erosion control system and performing emergency erosion control work;
2. The name, address, and signature of the Civil Engineer or person who prepared the plan;
3. All desilting basins, debris basins, silt traps, and other desilting, velocity retarding and protection facilities necessary to adequately

protect the site and downstream properties from erosion and its effects, preserve natural hydrologic features, and preserve riparian buffers and corridors;

4. The streets, easements, drains, and other improvements;
5. The location and placement of gravel bags, diverters, check dams, slope planting, drains, and other erosion controlling devices and measures;
6. Access routes to all such erosion control facilities and how access shall be maintained during inclement weather.

B. Erosion control system standards shall be as follows:

1. The faces of cut-and-fill slopes and the project site shall be prepared and maintained to control against erosion. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted upon approval of the City Engineer.

2. Where necessary, temporary and/or permanent erosion control devices such as desilting basins, check dams, cribbing, riprap, or other devices or methods as approved by the City Engineer, shall be employed to control erosion, prevent discharge of sediment, and provide safety.

3. Temporary desilting basins constructed of compacted earth shall be compacted to a relative compaction of ninety percent of maximum density. A gravel bag or plastic spillway must be installed for overflow, as designed by the engineer of work, to avoid failure of the earthen dam. A soils engineering report prepared by the Soils Engineer, including the type of field-testing performed, location and results of testing shall be submitted to the City Engineer for approval upon completion of the desilting basins.

4. Desilting facilities shall be provided at drainage outlets from the graded site, and shall be designed to provide a desilting capacity capable of containing the anticipated runoff for a period of time adequate to allow reasonable settlement of suspended particles.

5. Desilting basins shall be constructed around the perimeter of projects, whenever feasible, and shall provide improved maintenance access from paved roads during wet weather. Grading cost estimates must include maintenance and ultimate removal costs for temporary desilting basins.

6. The erosion control provisions shall take into account drainage patterns during the current and future phases of grading.

7. All removable protective devices shown shall be in place at the end of each working day when there is a fifty percent chance of rain within a forty-eight hour period. If the Permittee does not provide the required installation or maintenance of erosion control structures within two hours of notification at the twenty-four hour number on the plans, the City Engineer may order City crews to do the work or may issue contracts for such work and charge the cost of this work along with reasonable overhead charges to the cash deposits or other instruments implemented for this work without further notification to the owner. No additional work on the project except erosion control work may be performed until the Permittee restores the full amount drawn from the deposit.

8. At any time of year, an inactive site shall be fully protected from erosion and discharges of sediment. Flat areas with less than five percent grade shall be fully covered unless sediment control is provided through desiltation

basins at all project discharge points. A site is considered inactive if construction activities have ceased for a period of ten or more consecutive days.

9. Permittee shall implement the following minimum erosion prevention methods to minimize the erosion potential:

- a. If feasible, Permittee shall grade only during the dry season, especially in areas at high risk for erosion.
- b. Permittee shall minimize the length of time that soils are left exposed to elements of wind and water.
- c. If grading must occur during the rainy season, the total area of exposed soil shall be reduced during the rainy season.
- d. Critical areas, such as drainage channels, streams, and natural watercourses shall be properly protected.
- e. Exposed areas shall be stabilized as quickly as feasible.
- f. Sufficient waste disposal facilities shall be provided for all proposed activities.
- g. Sufficient storage facilities shall be provided for all materials and equipment.
- h. Permittee shall ensure that materials used for erosion and sediment control are on site at all times during the rainy season.
- i. All slopes shall be protected against erosion and any unstable slopes shall be stabilized.
- j. Erosion prevention shall be considered the most important erosion control measure with sediment controls as a backup.

10. During Dry Season (May 1 through September 30), Permittee shall implement the following minimum erosion prevention methods to minimize the erosion potential:

- a. Adequate perimeter protection BMPs must be installed and maintained.
- b. Adequate sediment control BMPs must be installed and maintained.
- c. Adequate BMPs designed to control off-site sediment tracking must be installed and maintained.
- d. At a minimum, 125% of the materials needed to install standby BMPs necessary to completely protect exposed portions of the site from erosion and prevent sediment discharges must be stored on the site.
- e. An approved "weather triggered" response plan is mandated for implementation in the event that a predicted storm event has a 50% chance of rain. The proponent must have the capacity to deploy the standby BMPs within 48 hours of the predicted storm event.
- f. All slopes must be equipped with erosion prevention BMPs as soon as slopes are completed for any portion of the site.
- g. Cleared or graded areas left exposed at any given time are limited to the amount of acreage that the project proponent can adequately protect prior to a predicted storm event.

11. During Wet Season (October 1 through April 30), Permittee shall implement the following BMPs, in addition to the Dry Season Requirements:

a. Perimeter protection and sediment control BMPs must be upgraded if necessary to provide sufficient protection for storms.

b. Adequate erosion prevention BMPs must be installed and established for all completed slopes prior to October 1 and maintained throughout the wet season. If a BMP fails, it must be repaired, improved, or replaced with an acceptable alternate as soon as it is safe to do so.

c. The amount of exposed soil allowed at one time shall not exceed standby erosion and sediment control BMP capacity.

d. An incomplete disturbed area that is not being actively graded must be fully protected from erosion if left for 10 days or more.

12. BMP Maintenance. All BMPs for erosion prevention and sediment control shall be functional at all times. Prior to the rainy season and after each major storm, all source control and structural treatment BMPs shall be inspected by the Permittee to assure the functionality and effectiveness. Proper BMP maintenance shall be conducted throughout the life of the project.

13. No grading shall be allowed from October 1st thru the following April 30th on any site if the City Engineer determines that erosion, mudflow or sediment of silt discharge may adversely affect water quality, downstream properties, drainage courses, storm drains, streets, easements, or public or private facilities or improvements unless an approved erosion control system has been implemented on the site. If the City determines that it is necessary for the City to cause erosion control measures to be installed or cleanup to be done, the Permittee shall pay all of the City's direct and indirect costs including extra inspection, supervision, and reasonable overhead charges.

14. Preservation of Natural Hydrologic Features, Riparian Buffers and Corridors. All natural hydrologic features and riparian buffer zones and corridors must be preserved to eliminate or minimize runoff from construction sites.

15. Phased Grading. Grading shall be phased whenever the City Engineer finds that phasing is feasible and necessary to protect the Waters of the State. Areas that are cleared and graded shall be minimized to only portions of the site that are necessary for construction, and the exposure time of disturbed soil areas shall be minimized.

16. Cleared or graded areas left exposed at any given time are limited to the amount of acreage that the project proponent can adequately protect prior to a predicted storm event or 17 acres, whichever is smaller, unless the disturbance of a larger area is approved in writing by the City engineer. In the event that a project proponent requests approval to disturb an area greater than 17 acres, the project proponent shall first submit to the City Engineer, written documentation describing how it will ensure that discharges of pollutants are reduced to the Maximum Extent Practicable (MEP) and prevents discharges of pollutants that would cause or contribute to a violation of water quality standards despite the larger disturbed area.

17. Advanced Treatment.

a. Treatment for sediment is required. For the purpose of this requirement, exceptional threat to water quality shall be defined as a site, which meets all of the following, except as provided in number 16 above:

1. A portion of the site is located within or directly adjacent to receiving waters listed on the CWA Section 303(d) list of Water Quality Limited Segments as impaired for sedimentation or turbidity;

2. Disturbance is greater than five acres, including all phases of the development;

3. Disturbed slopes are steeper than 4:1 (horizontal: vertical), higher than 10 feet, and drain to the 303(d) listed receiving water;

4. Contains a predominance of soils with USDA-NRCS Erosion factors if greater than or equal to 0.4.

Alternatively, applicants may perform a RUSLE or MUSLE analysis to prove to the City Engineer's satisfaction that advanced treatment is not required.

b. Even if based on the criteria in number 16, above, advanced treatment would not ordinarily be required, advanced treatment may be required at the discretion of the City Engineer based on a record of noncompliance.

c. Treatment effluent water quality shall meet or exceed the water quality objectives for turbidity, pH, toxicity, and any other parameter deemed necessary by the City Engineer, as listed in the Water Quality Control Plan for the San Diego Basin for inland surface waters and lagoons and estuaries for the appropriate hydrologic unit.

d. Applicant shall provide design, operations and maintenance schedule, monitoring plan, certification of training of staff to the satisfaction of the City Engineer.

18. Establishment of Permanent Vegetation.

a. General. The face of all cut and fill slopes, in excess of 3 feet in vertical height, but only final slopes of any borrow pit, shall be planted and maintained with a ground cover or other planting to protect the slopes against erosion and instability. Planting shall commence as soon as slopes are completed on any portion of the site and shall be established upon all slopes prior to the final approval of the grading. In order to minimize the period during which a cut or filled surface remains exposed, such planting shall provide for rapid short-term coverage of the slope as well as long-term permanent coverage. Planting materials and procedures shall conform to regulations adopted by the City Engineer. The City Engineer may approve other plant materials as specified by a landscape architect. The Permittee shall maintain such planting until it is well established as determined by the City Engineer.

b. Minimum Requirements. In addition to planting with ground cover, slopes in excess of fifteen (15) feet in vertical height shall be planted with shrubs in 2 1/4 inch pots or trees having a one (1) gallon minimum size at ten (10) feet on center in both directions on the slope. The City Engineer may vary the plant and planting pattern, but not the quantity, upon the recommendation of landscape architect and approval.

c. Where cut slopes are not subject to erosion due to their rocky character or where the slopes are protected with pneumatically applied concrete mortar or otherwise treated to protect against erosion and instability to the satisfaction of the City Engineer, the requirement of this subsection may be waived by the City Engineer.

d. The City Engineer may require the applicant to temporarily stabilize and reseed disturbed soil areas to protect the Waters of the State. If grass or ground cover is not established by the beginning of the wet season, temporary erosion control measures such as erosion control mats or blankets shall be installed on the slopes. If grass or ground cover is not established by the beginning of the wet season, temporary erosion control measures such as erosion control mats or blankets shall be installed on the slopes.

19. Irrigation System Requirements.

a. General. Except for agricultural grading permits, all slopes to be constructed, but only final slopes of any borrow pit, shall be provided with an irrigation system which shall be used by the Permittee to promote the growth of plants to protect the slopes against erosion. The Permittee shall be responsible for installation and maintenance of the irrigation system until the City Engineer determines that the system has been properly installed and meets the minimum requirements of this section. When the City Engineer finds that a slope less than fifteen (15) feet in height is located in an area as to make hand watering possible, conveniently located hose bibs may be accepted in lieu of the required irrigation system when a hose no longer than fifty (50) feet would be required.

b. Minimum Requirements (1) Plans for the irrigation system shall be in accordance with San Diego Regional Standard Specifications for Sprinkler Irrigation Systems and shall be approved by the National City. City Engineer prior to installation. (2) The irrigation system shall be located relative to existing and proposed property lines to insure that the irrigation system and the slopes sprinkled thereby will both be within the same property boundaries. The irrigation system shall be supplied or be readily converted so as to be supplied through the metered water service line serving each individual property. (3) The irrigation system shall provide uniform coverage for the slope area at a rate of not less than 0.03 inches per hour, nor greater than 0.30 inches per hour. A functional test of the irrigation systems shall be performed to the satisfaction of the City Engineer prior to final approval of the grading. (4) A check valve and balance cock shall be installed in the system where drainage from sprinkler heads will create an erosion problem. (5) Adequate back flow protection devices shall be installed in each irrigation system. Such devices shall be protected against physical damage during construction operations.

20. Waiver Of Planting And Irrigation Requirements. The City Engineer may modify or waive the requirements for planting and/or irrigation systems if he/she finds that said requirements would be unreasonable or unnecessary for any of the following reasons: (a) the area is subject to periodic inundation, or (b) water is unavailable to the area such that irrigation would be impractical or impossible, or (c) the area is naturally devoid of vegetation.

21. General Construction Permit Requirements.

a. Notice of Intent. Permittees required to comply with the State Construction General Storm Water Permit shall maintain on site and make available for inspection on request by the City any state-issued Waste Discharge Identification Number (WDID) for the site, and a copy of the Notice of Intent (NOI) filed with the State Water Resources Control Board (SWRCB) pursuant to that permit.

b. Storm Water Pollution Prevention Plan. Permittees required to prepare a SWPPP under the State General Construction Storm Water Permit must prepare the Plan, implement the Plan and maintain it at the site, readily available for review. Failure to comply with an applicable state-required SWPPP is a violation of this Chapter.

c. Facility Monitoring. Permittees required to conduct monitoring under the State Construction General Storm Water Permit must conduct such monitoring in conformance with requirements specified by the State, retain records of such monitoring on site, and make such records available for inspection by the City Engineer.

15.70.145 Grading fees. The plan review and permit fees shall be assessed in accordance with the current City of National City Fee Schedule.

15.70.146 Work commencing prior to permit issuance – Added. Any person who commences any work where an engineering permit is required prior to obtaining the necessary permits shall be subject to an administrative penalty fee equal to the amount of the permit fee that would be required by this code if a permit were to be issued. The administrative penalty fee is in addition to a permit fee. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.70.150 Completion of work. Final approval shall not be given, grading securities shall not be released, and a notice of completion or certificate of use and occupancy shall not be issued, until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures have been completed in accordance with the final approved grading plan, and the required reports and the as-built plans have been submitted.

15.70.155 Rough grading permit. When grading is to be performed on a property for which no prior site development plans have been approved, and on which no other construction is proposed, the applicant shall obtain special approval of the City Engineer, as well as the principal planner for such grading. The rough-grading permit thus issued shall be subject to the special requirements of both the city engineer and the principal planner.

15.70.160 Parking lots. Existing or new parking lots, which are exempted from the requirements of a grading permit, shall be paved or resurfaced in accordance with an approved drainage plan.

15.70.165 Bonds. The city engineer shall require a surety bond in the amount of one hundred percent (100%) of the engineers' cost estimate to ensure that the work, if not

completed in accordance with the approved plans and specifications, will be corrected to eliminate any potentially hazardous conditions.

In lieu of a surety bond the applicant may file a cash deposit or instrument of credit with the city engineer in an amount equal to that which would be required in the surety bond.

15.70.170 Violation a misdemeanor. Any person who commences or does any grading in violation of this chapter is guilty of a misdemeanor. Every day that a violation of this chapter is committed, continued or permitted to exist is a separate violation, punishable as provided in this code.

15.70.175 Board of Appeals. In order to hear and decide appeals of orders, decisions, or determinations of the City Engineer relative to the application and interpretation of this code, the City Council shall appoint an ad hoc board of appeals comprised of three (3) members who are qualified by experience and training to pass judgment upon matters pertaining to building codes, regulations, and ordinances, and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The Board shall comply with Rosenberg's Rules of Order in conducting their business, and shall render written decisions and findings to the appellant with a copy to the City Engineer. Decisions of the board may be appealed to the City Council by the appellant or by the City Engineer within thirty (30) days of the decision of the board, by the filing of a written notice of appeal with the City Engineer stating the reasons for the appeal. The person filing the appeal and the opposing party shall be given at least ten (10) days' notice of the time and place of the hearing on the appeal.

PASSED and ADOPTED this ____ day of _____, 2019

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

ORDINANCE NO. 2019 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND
AMENDING SECTION 15.78.010 OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City hereby adopts the 2019 California Green Building Standards Code, California Code of Regulations Title 24, Part 11, establishing regulations to enhance building design and construction within the city.

Section 2. The City Council of the City of National City amends Section 15.78.010 of the National City Municipal Code to read as follows:

15.78.010 2019 California Green Building Standards Code – Adopted. The City Council adopts and incorporates herein for the purpose of prescribing regulations for the reduction of negative impacts or increasing positive environmental impacts and encouraging sustainable construction practices, the 2019 California Green Building Standards Code, California Code of Regulations Title 24, Part 11. All construction of buildings shall be in conformance with the 2019 California Green Building Standards Code, except as otherwise provided by this chapter.

PASSED and ADOPTED this ____ day of _____, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

ORDINANCE NO. 2019 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE 2019 CALIFORNIA MECHANICAL CODE, INCLUDING APPENDIX
CHAPTERS A, B, C, D, E, F AND G, AMENDING CERTAIN SECTIONS OF THAT CODE,
AND AMENDING CHAPTER 15.14 OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City adopts the 2016 California Mechanical Code, including Appendix Chapters A, B, C, D, E, F and G, except as amended in Chapter 15.14 of the National City Municipal Code.

Section 2. The City Council of the City of National City deletes, adds, or modifies certain provisions of the 2019 California Mechanical Code.

Section 3. The City Council of the City of National City amends Chapter 15.14 of the National City Municipal Code to read as follows:

CHAPTER 15.14

CALIFORNIA MECHANICAL CODE

Sections:

- 15.14.005 2019 California Mechanical Code – Adopted.
- 15.14.015 Chapter 1, Division II, "Administration" – Adopted and amended.
- 15.14.020 Chapter 1, Division II, Section 103 "Powers and Duties of the Authority Having Jurisdiction," Subsection 103.4 "Right of entry" – Amended.
- 15.14.025 Chapter 1, Division II, Section 107 "Board of Appeals," Subsection 107.1 "General" – Amended.
- 15.14.030 Chapter 1, Division II, Section 106 "Violations and Penalties," Subsection 106.1 "General" – Amended.
- 15.14.035 Chapter 1, Division II, Section 104 "Permits," Subsection 104.4.3 "Expiration" – Amended.
- 15.14.040 Chapter 1, Division II, Section 104 "Permits," Subsection 104.4.7 "Permit denial" – Added.
- 15.14.045 Chapter 1, Division II, Section 104.5 "Fees" – Amended.
- 15.14.050 Chapter 1, Division II, Table 104.5 "Mechanical permit fees" – Deleted.
- 15.14.060 Chapter 1, Division II, Section 104 "Permits," Subsection 104.3.2 "Plan review fees" – Amended.

- 15.14.065 Chapter 1, Division II, Section 104.5 "Fees," Subsection 104.5.2 "Investigation Fees" – Amended
- 15.14.070 Chapter 1, Division II, Section 105 "Inspections and Testing," Subsection 105.2.6 "Reinspections" – Amended.
- 15.14.075 Appendix Chapters A, B, C, D, E, F and G – Adopted.

15.14.005 2019 California Mechanical Code – Adopted. The City Council adopts and incorporates herein as the National City Mechanical Code, for the purpose of prescribing in the City of National City, regulations governing the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any heating, ventilating, cooling, refrigeration system, incineration or other miscellaneous heat producing appliance, in or on any building or structure or outdoors on any premises or property, the 2019 California Mechanical Code, including Appendix Chapters A, B, C, and D, California Code of Regulations Title 24, Part 4, except such portions as are deleted, added, or amended by this chapter. The City Council does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geographical and topographical conditions in the City of National City, including the age and concentration of structures, and differences in elevation throughout the City, do reasonably necessitate and demand specific changes in and variations from the 2019 California Mechanical Code. Copies of all codes are filed in the office of the building official and are adopted and incorporated as if fully set out in this chapter, and the provisions thereof shall be controlling within the city limits.

15.14.015 Chapter 1, Division II, "Administration" – Adopted and amended. Chapter 1, Division II "Administration," of the 2019 California Mechanical Code is adopted subject to the additions, amendments and deletions provided in this Chapter.

15.14.020 Chapter 1, Division II, Section 103 "Powers and Duties of the Authority Having Jurisdiction," Subsection 103.4 "Right of entry" – Amended. Section 103.4 of the 2019 California Mechanical Code is amended to read as follows:

103.4 *Right of entry.* When necessary to make inspections to enforce any provision of this code, or when the Building Official has reasonable cause to believe that there exists in any building or upon any premises a condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code.

15.14.025 Chapter 1, Division II, Section 107 "Board of Appeals," Subsection 107.1 "General" – Amended. Section 107.1 of the 2019 California Mechanical Code is amended to read as follows:

107.1 *General.* In order to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals consisting of three (3) members who are qualified by experience and training to pass upon matters pertaining to

mechanical system design, construction, and maintenance and the public health aspects of mechanical systems and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The Board shall comply with Rosenberg's Rules of Order in conducting their business, and shall render written decisions and findings to the appellant with a copy to the Building Official. The Building Official shall take immediate action in accordance with the decision of the Board, unless such decision is appealed to the City Council. Decisions of the Board may be appealed to the City Council by the appellant or by the Building Official within thirty (30) days of the decision of the Board, by the filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The appellant and the opposing party shall be given at least ten (10) days' notice of the time and place of the hearing on the appeal.

15.14.030 Chapter 1, Division II, Section 106 "Violations and Penalties," Subsection 106.1 "Violations" – Amended. Section 106.1 of the 2019 California Mechanical Code is amended to read as follows:

106.1 *General.* Violations of any provision of this code shall be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.14.035 Chapter 1, Division II, Section 104 "Permits," Subsection 104.3 "Expiration" – Amended. Section 104.3 of the 2019 California Mechanical Code is amended to read as follows:

104.4.3 *Expiration.* Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after work has commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Building Official within twelve calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Building Official within each six month period upon commencement of work authorized by such permit.

Before such work can be recommenced, a new permit or renewal permit is obtained, as specified below, shall first be obtained.

1. Permits where work was not commenced. For permits for which work has not commenced in the first twelve calendar months from the date of issuance, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. The same edition of the adopted codes is in effect as used in the initial plan check;

D. A fee equal to one-half the amount required for a new permit is paid, and

E. The renewal permit shall expire three calendar years from the date of the initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of the new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

2. Permit where work was commenced. For permits where work was commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed to the point of requiring only a final inspection, a fee equal to one-quarter of the amount required for new permit shall be paid; and

D. A renewal permit shall expire three calendar years from the date of the initial permit issuance.

3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewed permit may be obtained, provided that:

A. Construction in reliance upon the building permit has been commenced and has been approved;

B. No changes have been made or will be made in the original plans and specifications for such work; and

C. A fee equal to the full amount required for a new permit is paid, except that where the Building Official determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with sub-section 15.14.035.3 shall be one calendar year from the date of renewal. The permit may be renewed each calendar year thereafter provided that all requirements of Subsection A, B and C as stated in sub-section 15.14.035.3 are met.

4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of time within which work under that permit may be continued when for good and satisfactory reasons, as determined by the Building Official in his or her sole discretion, the permittee is

unable to continue work within the time required by section 15.14.035. The Building Official may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action being taken.

5. Permits issued where the permittee has been deployed to a foreign country may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.14.040 Chapter 1, Division II, Section 104 "Permits," Subsection 104.4.7 "Permit denial" – Added. Section 104.4.7 of the 2019 California Mechanical Code is added to read as follows:

104.4.7 *Permit denial.* The Building Official may deny the issuance of a building permit on any property where there exists an unsafe or a substandard building as provided in Chapter 15.10 and 15.16 of the National City Municipal Code, or where there exists unlawful construction, or where there exists a violation of the National City Municipal Code.

15.14.045 Chapter 1, Division II, Section 104.5 "Fees" – Amended. Section 104.5 of the 2019 California Mechanical Code is amended as follows:

104.5 *Fees.* Fees shall be assessed in accordance with the current City of National City Fee Schedule.

15.14.050 Chapter 1, Division II, Table 104.5 "Mechanical permit fees" – Deleted. Table 104.5 of the 2019 California Mechanical Code, "Mechanical Permit Fees," is deleted.

15.14.060 Chapter 1, Division II, Section 104.0 "Permits," Subsection 104.3.2 "Plan review fees" – Amended. Section 104.3.2, of the 2019 California Mechanical Code is amended as follows:

Section 104.3.2 *Plan review fees.* When plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged in accordance with the current City of National City Fee Schedule.

15.14.065 Chapter 1, Division II, Section 104.5 "Fees," Subsection 104.5.2 "Investigation Fees" – Amended. Section 104.5.2 of the 2019 California Mechanical Code is amended to read as follows:

Section 104.5.2 *Investigation Fees.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by

this code if a permit were to be issued. The administrative penalty is in addition to a permit fee.

When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.14.070 Chapter 1, Division II, Section 105 "Inspections and Testing," Subsection 105.2.6 "Reinspections" – Amended. Subsection 105.2.6 of the 2019 California Mechanical Code is amended to read as follows:

105.2.6 *Re-inspections.* To obtain a re-inspection, the permittee shall pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where a re-inspection fee has been assessed, no further inspections shall be performed until the fees have been paid.

15.14.075 Appendix Chapters A, B, C, D, E, F and G – Adopted. Appendix Chapters A, B, C, D, E, F and G of the 2019 California Mechanical Code are adopted.

PASSED and ADOPTED this ____ day of _____, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

ORDINANCE NO. 2019 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE 2019 CALIFORNIA PLUMBING CODE AND TABLE 2902.1 OF
THE 2019 CALIFORNIA BUILDING CODE, AMENDING CERTAIN SECTIONS OF THOSE
CODES, AND AMENDING CHAPTER 15.20 OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City adopts the 2019 California Plumbing Code and Table 2902.1 of the 2019 California Building Code, except as amended in Chapter 15.20 of the National City Municipal Code.

Section 2. The City Council of the City of National City deletes, adds, or modifies certain provisions of the 2019 California Plumbing Code and Table 2902.1 of the 2019 California Building Code.

Section 3. The City Council of the City of National City amends Chapter 15.20 of the National City Municipal Code to read as follows:

CHAPTER 15.20

CALIFORNIA PLUMBING CODE

Sections:

- 15.20.005 2019 California Plumbing Code – Adopted.
- 15.20.015 Chapter 1, Divisions I and II – Adopted and amended.
- 15.20.020 Chapter 1, Division II, Section 103 "Duties and Powers of the Authority Having Jurisdiction", Subsection 103.4 "Right of Entry" – Amended.
- 15.20.024 Chapter 1, Division II, Section 107 "Board of Appeals", Subsection 107.1 "General" – Amended.
- 15.20.025 Chapter 1, Division II, Section 102 "Organization and Enforcement", Subsection 102.5 "Penalties" – Amended.
- 15.20.027 Chapter 1, Division II, Section 104.5 "Fees", Subsection 104.5.1 "Work Commencing Before Permit Issuance" – Amended.
- 15.20.030 Chapter 1, Division II, Section 104 "Permits", Subsection 104.4.3 "Expiration" – Amended.
- 15.20.035 Chapter 1, Division II, Section 104 "Permits," Subsection 103.3.4 "Permit denial" – Added.
- 15.20.040 Chapter 1, Division II, Section 104 "Permits," Subsection 103.5 "Fees" – Amended.
- 15.20.042 Chapter 1, Division II, Section 104 "Permits," Subsection 104.6 "Placement of Permit" – Added.

- 15.20.045 Chapter 1, Division II, Section 104 "Permits," Subsection 104.3.2 "Plan review fees" – Amended.
- 15.20.050 Chapter 1, Division II, Section 105 "Inspections and Testing," Subsection 105.2.6 "Reinspections" – Amended.
- 15.20.060 Chapter 1, Division II, Table 104.5 "Plumbing permits fees" – Deleted.
- 15.20.065 Chapter 1, Division II, Table 422.1 "Minimum plumbing facilities" – Deleted.
- 15.20.070 Table 2902.1 "Minimum number of required plumbing fixtures of the 2016 California Building Code" – Adopted.

15.20.005 2019 California Plumbing Code – Adopted. The City Council adopts, and incorporates herein as the city plumbing code, except as amended, deleted, or added by this chapter, for the purpose of prescribing in the City of National City, regulations governing the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of any plumbing, gas, or drainage piping and systems or water heating or treating equipment in or on any building or structure or outdoors on any premises or property, the 2019 California Plumbing Code, including Administration Divisions I and II, California Code of Regulations Title 24, Part 5, and Table 2902.1 of the 2019 California Building Code. The City Council does specifically find and declare that the nature and uniqueness of the dry Southern California climate, and the geographical and topographical conditions in the City of National City, including the age and concentration of structures, and differences in elevation throughout the City, do reasonably necessitate and demand specific changes in and variations from the 2019 California Plumbing Code. Copy of all codes are filed in the office of the building official and are adopted and incorporated as if fully set forth in this chapter, and the provisions shall be controlling within the city limits.

15.20.015 Chapter 1, Divisions I and II – Adopted and Amended. Chapter 1, Division I, "Administration" is adopted. Chapter 1, Division II, "Administration" is adopted, subject to the additions, amendments, and deletions contained in this chapter.

15.20.020 Chapter 1, Division II, Section 103 "Duties and Powers of the Authority Having Jurisdiction" Subsection 103.4 "Right of Entry" – Amended. Subsection 103.4 of the 2019 California Plumbing Code is amended to read as follows:

103.4 *Right of Entry.* When necessary to make an inspection to enforce any of the provisions of this code, or when the Building Official has reasonable cause to believe that there exists in any building or upon any premises a condition or code violation which make such building or premises unsafe, dangerous or hazardous, the Building Official, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code.

15.20.024 Chapter 1, Division II, Section 107 "Board of Appeals, Subsection 107.1 "General" – Amended. Subsection 107.1 of the 2019 California Plumbing Code is amended to read as follows:

107.1 General. In order to hear and decide appeals of orders, decisions, or determinations of the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals comprised of three (3) of members who are qualified by experience and training to pass upon matters pertaining to plumbing design, construction, and maintenance, and the public health aspects of plumbing systems and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The Board shall comply with Rosenberg's Rules of Order in conducting their business, and shall render written decisions and findings to the appellant with a copy to the Building Official. Decisions of the Board may be appealable to the City Council by the appellant or by the Building Official within thirty (30) days of the decision of the Board, by the filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The person filing the appeal and the opposing party shall be given at least ten (10) days' written (?) notice of the time and place of the hearing on the appeal.

15.20.025 Chapter 1, Division II, Section 106 "Violations and Penalties" Subsection 106.3 "Penalties" – Amended. Subsection 106.3 of the 2019 California Plumbing Code is amended to read as follows:

106.3 *Penalties.* Violation of any provision of this code shall be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.20.027 Chapter 1, Division II, Section 104.5 "Fees", Subsection 104.5.1 "Work Commencing Before Permit Issuance – Amended. Subsection 104.5.1 of the 2019 California Plumbing Code is amended to read as follows:

104.5.1 *Work Commencing Before Permit Issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by this code if a permit were to be issued. The administrative penalty is in addition to a permit fee. When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.20.030 Chapter 1, Division II, Section 104 "Permits", Subsection 104.4.3 "Expiration" – Amended. Subsection 104.4.3 of the 2019 California Plumbing Code is amended to read as follows:

104.4.3 *Expiration.* Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve

calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Building Official within twelve calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Building Official within each six-month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or a renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first six calendar months from the date of issuance, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. The same edition of the California codes is in effect as used in the initial plan check;

D. A fee equal to one-half the amount required for a new permit is paid; and

E. The renewal permit shall expire three calendar years from the date of initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

2. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:

A. No changes have been made or will be made in the original plans and specifications for such work;

B. The expiration has not exceeded three years from the original issuance date;

C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one quarter the amount required for a new permit shall be paid; and

D. A renewal permit shall expire three calendar years from the date of initial permit issuance.

3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewed permit may be obtained provided that:

A. Construction in reliance upon the building permit has commenced and has been approved;

B. No changes have been made or will be made in the original plans and specifications for such work;

C. A fee equal to the full amount required for a new permit is paid except that where the Building Official determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.20.030.3 shall be one calendar year from the date of renewal. The permit may be renewed for each calendar year thereafter provided that all requirements of Subsections A, B, and C as stated in subsection 15.20.030.3 are met.

4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of the time within which work under that permit may be continued when for good and satisfactory reasons, as determined by the Building Official in his or her sole discretion, the permittee is unable to continue work within the time required by section 15.20.030. The Building Official may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

5. Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.20.035 Chapter 1, Division II, Section 104 "Permits", Subsection 104.3.4 "Permit denial" – Added. Subsection 104.3.4 is added to the 2019 California Plumbing Code is to read as follows:

104.3.4 *Permit Denial.* The Building Official may deny the issuance of a plumbing permit on any property where there exists an unsafe or a substandard building as provided in the Chapters 15.10 and 15.16 of the National City Municipal Code, or where there exists unlawful construction, or where there exists a violation of the National City Municipal Code.

15.20.040 Chapter 1, Division II, Section 104 "Permits", Subsection 104.5 "Fees" – Amended. Subsection 104.5 of the 2019 California Plumbing Code is amended to read as follows:

Section 104.5 *Fees*. Fees shall be assessed in accordance with the current City of National City Fee Schedule.

15.20.042 Chapter 1, Division II, Section 104 "Permits," Subsection 104.6 "Placement of Permit" – Added. Subsection 104.6 is added to the 2019 California Plumbing Code to read as follows:

The building permit or a copy, the inspection record, and the approved plans shall all be kept on site until the completion of the project. The inspection record is to be kept on the job unless removed by the building official.

15.20.045 Chapter 1, Division II, Section 104 "Permits", Subsection 104.3.2 "Plan review fees" – Amended. Subsection 104.3.2 of the 2019 California Plumbing Code is amended to read as follows:

104.3.2 *Plan Review Fees*. When a plan or other data are required to be submitted by 104.3.1, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees for plumbing work shall be assessed in accordance with the current City of National City Fee Schedule. When plans are incomplete or changed so as to require an additional plan review fee, the fee shall be assessed in accordance with the current City of National City Fee Schedule.

15.20.050 Chapter 1, Division II, Section 105 "Inspections and Testing", Subsection 105.2.6 "Reinspections" – Amended. Subsection 105.2.6 of the 2019 California Plumbing Code is amended to read as follows:

105.2.6 *Re-inspections*. A re-inspection fee may be assessed for each inspection or re-inspection when any of the following occurs:

1. The portion of work for which the inspection was called is not complete or the corrections previously required and called for are not made;
2. Calling for an inspection before the job is ready for such inspection or re-inspection;
3. The inspection record card or the approved plans are not posted or otherwise available to the inspector;
4. Failure to provide access on the date for which the inspection is requested; or,
5. Deviating from the approved plans when such deviation or change required approval of the building official.

To obtain a re-inspection, the permittee shall file an application in writing on a form provided for that purpose and pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where a re-inspection fee has been assessed, no further inspections shall be performed until the fees have been paid.

15.20.060 Chapter 1, Division II, Table 104.5 "Plumbing permits fees" – Deleted. Table 104.5 of Chapter 1, Division II of the 2019 California Plumbing Code, entitled "Plumbing Permit Fees", is deleted.

15.20.065 Table 422.1 "Minimum plumbing facilities" – Deleted. Table 422.1 of Chapter 4, of the 2019 California Plumbing Code, entitled "Minimum Plumbing Facilities", is deleted.

15.20.070 Table 2902.1 "Minimum number of required plumbing fixtures of the 2019 California Building Code" – Adopted. Table 2902.1 of the 2019 California Building Code is adopted. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number shown in Table 2902.1. Types of occupancies not shown in Table 2902.1 shall be considered individually by the Building Official. The number of occupants shall be determined by this code. Occupancy classification shall be determined in accordance with Chapter 3 of the 2019 California Building Code.

PASSED and ADOPTED this ____ day of _____, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

ORDINANCE NO. 2019 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE 2019 CALIFORNIA RESIDENTIAL CODE, AMENDING
CERTAIN SECTIONS OF THAT CODE, AND AMENDING CHAPTER 15.79
OF THE NATIONAL CITY MUNICIPAL CODE

The City Council of the City of National City does ordain as follows:

Section 1. The City Council of the City of National City hereby adopts the 2019 California Residential Code, California Code of Regulations, Title 24, Part 2.5, except as amended in Chapter 15.79 of the National City Municipal Code.

Section 2. The City Council of the City of National City hereby amends, adds, and deletes certain sections of the 2019 California Residential Code consistent with their findings in 2013, under Ordinance No. 2013-2393.

Section 3. The City Council of the City of National City amends Chapter 15.79 of the National City Municipal Code to read as follows:

CHAPTER 15.79

CALIFORNIA RESIDENTIAL CODE

Sections:

- 15.79.010 2019 California Residential Code adopted.
- 15.79.025 Chapter 1, Division II, Section R104 “Duties and Powers of the Building Official”, Subsection R104.6 “Right of entry” – Amended.
- 15.79.030 Chapter 1, Division II, Section R105 “Permits”, Subsection R105.2 “Work exempt from permit – Building” – Amended.
- 15.79.040 Chapter 1, Division II, Section R105 “Permits”, Subsection R105.5 “Expiration” – Amended.
- 15.79.045 Chapter 1, Division II, Section R105 “Permits”, Subsection R105.7 “Placement of permit” – Amended.
- 15.79.050 Chapter 1, Division II, Section R105 “Permits”, Subsection R105.8.1 “Permit denial” – Added.
- 15.79.055 Chapter 1, Division II, Section R108 “Fees”, Subsection R108.2 “Schedule of permit fees” – Amended.
- 15.79.060 Chapter 1, Division II, Section R108 “Fees”, Subsection R108.6 “Work commencing before permit issuance” – Amended.
- 15.79.065 Chapter 1, Division II, Section R109 “Inspections”, Subsection 109.3.1 “Reinspections” – Added.
- 15.79.070 Chapter 1, Division II, Section R110 “Certificate of Occupancy”, Subsection R110.4 “Temporary occupancy” – Amended.

- 15.79.075 Chapter 1, Division II, Section R112 “Board of Appeals”, Subsection R112.1 “General” – Amended.
- 15.79.076 Chapter 1, Division II, Section 112 "Board of Appeals," Subsection 112.4 "Administration" - Added
- 15.79.080 Chapter 1, Division II, Section R113 “Violations”, Subsection R113.1 “Unlawful acts” – Amended.
- 15.79.082 Section 202 Definitions “Building Existing” – Amended.
- 15.79.085 Chapter 1, Division II, Section R319 “Site Addresses”, Subsection R319.1 “Address identification” – Amended.
- 15.72.090 Chapter 1, Division II, Section R902 “Fire Classification”, Subsection R902.1.3 “Roofing coverings in all other areas” – Amended.
- 15.79.095 Plan review fees.

15.79.010 California Residential Code adopted. The City Council adopts, for the purpose of prescribing regulations governing the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area, fire resistance and maintenance of one- and two-family dwellings and townhouses not more than three stories above grade, the 2019 California Residential Code, published by the California Building Standards Commission based on the International Residential Code 2018 Edition, including specified Appendices, including Administration Divisions I and II, California Code of Regulations Title 24, and Part 2.5 of the California Health and Safety Code beginning with Section 18901, and save and except such portions as are deleted, added, or modified based on the climatic, topographic, or geologic conditions. The City Council does specifically and expressly find and declare that the nature and uniqueness of the dry Southern California climate, and the geological and topographical conditions in the City of National City, including the age and concentration of structures, and differences in elevation throughout the City, do necessitate and demand specific changes in and variations from the 2019 California Residential Code. Copies of the codes are filed in the office of the building official, and are adopted and incorporated as fully set out in this chapter, and the provisions thereof shall be controlling within the city limits.

15.79.025 Chapter 1, DIVISION II, Section R-104 “Duties and powers of the Building Official”, Subsection R104.6 “Right of entry” – Amended. Subsection R104.6 of the 2019 California Residential Code is amended to read as follows:

R104.6 *Right of Entry.* When necessary to make an inspection to enforce any of the provision of this code, or when the Authority Having Jurisdiction has reasonable cause to believe that there exists in any building or upon any premises a condition or code violation which make such building or premises unsafe, dangerous or hazardous, the Authority Having Jurisdiction, or designee, may request entry as specified in Chapter 1.12 of the National City Municipal Code.

15.79.030 Chapter 1, DIVISION II, Section R105 “Permits”, Subsection R105.2 “Work exempt from permit - Building” – Amended. Chapter 1, DIVISION II, Subsection R105.2

of the 2019 California Residential Code is amended by adding the following Subsections 11 through 14:

11. Playground, gymnastic and similar equipment and structures used for recreation and athletic activities accessory to Group R Division 3 structures.

12. Repairs to lawfully existing Group R Division 3 structures and Group U occupancy structures accessory to Group R Division 3 structures constructed pursuant to a building permit which involves only the replacement of component parts or existing work completed with similar materials only for the purpose of maintenance and do not affect any structural components or plumbing, mechanical or electrical installations. Repairs exempt from permit requirements shall not include any addition, change, or modification in construction, exit facilities or permanent fixtures or equipment. Specifically exempt from permit requirements are:

- A. Painting and decorating including refinishing of exterior stucco finishes.
- B. Installation of floor covering.
- C. Cabinet work.
- D. Outside paving on private property not within the public right-of-way.
- E. Replacement of existing windows with no structural modification of the existing window opening.

13. Ground mounted satellite antennas not exceeding ten feet in diameter and roof mounted satellite antennas not exceeding eight feet in diameter.

14. Painted wall signs and styrofoam or other foam mounted wall signs.

15.79.040 Chapter 1, DIVISION II, Section R105 "Permits", Subsection R105.5 "Expiration" – Amended. Subsection R105.5 of the 2019 California Residential Code is amended to read as follows:

R105.5 *Expiration.* Every permit issued by the Authority Having Jurisdiction under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within twelve calendar months from the date of such permit, or if the building or work authorized by such permit is stopped at any time after the work is commenced for a period of six calendar months, or if the building or work authorized by such permit exceeds three calendar years from the issuance date of the permit. Work shall be presumed to have commenced if the permittee has obtained a required inspection approval of work authorized by the permit by the Authority Having Jurisdiction within twelve calendar months of the date of permit issuance.

Work shall be presumed to be stopped if the permittee has not obtained a required inspection approval of work by the Authority Having Jurisdiction within each six-month period upon the initial commencement of work authorized by such permit.

Before such work can be recommenced, a new permit, or a renewal permit as specified below, shall be first obtained.

1. Permits where work has not commenced. For permits for which work has not commenced in the first twelve calendar months from the date of issuance, a renewal permit may be obtained provided that:

- A. No changes have been made or will be made in the original plans and specifications for such work;
- B. The expiration has not exceeded three years from the original issuance date;
- C. The same edition of the California codes is in effect as used in the initial plan check;
- D. A fee equal to one-half the amount required for a new permit is paid; and
- E. The renewal permit shall expire three calendar years from the date of initial permit issuance.

Where later editions of the California codes have been adopted than used in the initial plan check, such applications for renewal shall be considered as a new plan check submittal. Accordingly, plans shall reflect the requirements of the current codes in effect, a full new plan check is required, and a full new plan check fee shall be paid. Upon completion of a new plan check, the permit may be renewed upon payment of a permit fee equal to one-half the amount required for a new permit.

2. Permits where work has commenced. For permits where work has commenced and was subsequently stopped as defined herein, a renewal permit may be obtained provided that:

- A. No changes have been made or will be made in the original plans and specifications for such work;
- B. The expiration has not exceeded three years from the original issuance date;
- C. A fee equal to one-half the amount required for a new permit is paid, except that where construction has progressed and has been approved to the point of requiring only a final inspection, a fee equal to one quarter the amount required for a new permit shall be paid;
- D. A renewal permit shall expire three calendar years from the date of initial permit issuance.

3. Permits that have exceeded three years. For permits that have exceeded three years beyond the issuance date, a renewed permit may be obtained provided that:

- A. Construction in reliance upon the building permit has commenced and has been approved;
- B. No changes have been made or will be made in the original plans and specifications for such work;
- C. A fee equal to the full amount required for a new permit is paid except that where the Authority Having Jurisdiction determines that construction has progressed to the point that a lesser fee is warranted, such lesser fee shall be paid.

The maximum life of a permit renewal in accordance with subsection 15.70.040.3 shall be one calendar year from the date of renewal. The

permit may be renewed for each calendar year thereafter provided that all requirements of A, B, and C as stated in subsection 15.70.040.3 are met.

4. Extension of an unexpired permit. For an extension of an unexpired permit, the permittee may apply for an extension of the time within which work under that permit may be continued when for good and satisfactory reasons, as determined by the Authority Having Jurisdiction, in his or her sole discretion, the permittee is unable to continue work within the time required by section 15.79.040. The Authority Having Jurisdiction may extend the time for action by the permittee for a period not exceeding six calendar months beyond the expiration date in effect at the time of the extension application, upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

5. Permits issued where the permittee has been deployed to a foreign country, may be held in abeyance until six months after the return of the permittee from his/her deployment if necessary, upon application for such relief by the permittee.

15.79.045 Chapter 1, DIVISION II, Section R105 “Permits”, Subsection R105.7 “Placement of permit” – Amended. Subsection R105.7 of the 2019 California Residential Code is amended to read as follows:

R105.7 *Placement of permit.* The building permit or a copy, the inspection record, and the approved plans shall all be kept on site until the completion of the project. The inspection record is to be kept on the job unless removed by the building official.

15.79.050 Chapter 1, DIVISION II, Section R105 “Permits”, Subsection R105.8.1 “Permit denial” – Added. Subsection R105.8.1 is added to the 2019 California Residential Code to read as follows:

R105.8.1 *Permit denial.* The Authority Having Jurisdiction may deny the issuance of a building permit on any property where there exists an unsafe or a substandard building as provided in the Chapters 15.10 and 15.16 of the National City Municipal Code, or where there exists unlawful construction, or where there exists a violation of the National City Municipal Code.

15.79.055 Chapter 1, DIVISION II, Section R108 “Fees”, Subsection R108.2 – “Schedule of permit fees” – Amended. Subsection R108.2 of the 2019 California Residential Code is amended to read as follows:

R108.2 *Schedule of permit fees.* Permit fees, including plan review fees, shall be assessed in accordance with the current City of National City Fee Schedule.

15.79.060 Chapter 1, DIVISION II, Section R108 “Fees”, Subsection R108.6 “Work commencing before permit issuance” – Amended. Subsection R108.6 of the 2019 California Residential Code is amended to read as follows:

R108.6 *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an administrative penalty equal to the inspection fee portion the permit fee that would be required by this code if a permit were to be issued. The administrative penalty is in addition to a permit fee. When a plan review is required for issuance of such permit, the plan review fee portion will not be subject to said penalty. The payment of such administrative penalty shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law.

15.79.065 Chapter 1, DIVISION II, Section R109 “Inspections”, Subsection 109.3.1 “Re-inspections” – Added. Subsection R109.3.1 is added to the 2019 California Residential Code to read as follows:

R109.3.1 *Reinspections.* A reinspection fee may be assessed for each inspection or re-inspection when any of the following occurs:

1. The portion of work for which the inspection was called is not complete or the corrections previously required and called for are not made;
2. Calling for an inspection before the job is ready for such inspection or re-inspection;
3. The inspection record card or the approved plans are not posted or otherwise available to the inspector;
4. Failure to provide access on the date for which the inspection is requested; or,
5. Deviating from the approved plans when such deviation or change required approval of the building official.

To obtain a re-inspection, the permittee shall file an application in writing on a form provided for that purpose and pay the re-inspection fee in accordance with the current City of National City Fee Schedule. In instances where a re-inspection fee has been assessed, no further inspections shall be performed until the fees have been paid.

15.79.070 Chapter 1, DIVISION II, Section R110 “Certificate of Occupancy”, Subsection R110.4 “Temporary occupancy” – Amended. Subsection R110.4 of the 2019 California Residential Code is amended to read as follows:

R110.4. *Temporary Certificate of Occupancy.* Where a project or a major portion thereof is substantially complete and can be safely occupied, but practical difficulties delay completion of work, the building official may issue a Temporary Certificate of Occupancy for the use of a portion or portions of the building or structure prior to the completion of the entire project.

Prior to issuance of a Temporary Certificate of Occupancy, the premises shall be inspected by all affected city departments who shall prepare a list of work required to be completed and shall forward the list along with a recommendation for approval or disapproval of the issuance of a Temporary Certificate of Occupancy to the building official.

Upon receipt of a recommendation for approval from all affected city departments. The building official may prepare a Temporary Certificate of Occupancy granting temporary occupancy that shall include the following:

1. Work yet to be completed;
2. Maximum time allotted for completion of said work;
3. Property owner's signature and the signature of the contractor agreeing to complete the work within the prescribed time or vacate the premises upon order of the building official until such work is completed;
4. Evidence that a faithful performance bond has been posted if required by any affected city department; and
5. A copy of the Temporary Certificate of Occupancy granting temporary occupancy shall be provided to all affected city departments.

15.79.075 Chapter 1, DIVISION II, Section R112 "Board of Appeals", Subsection R112.1 "General" – Amended. Subsection R112.1 of the 2019 California Residential Code is amended to read as follows:

R112.1 *Board of Appeals.* In order to hear and decide appeals of orders, decisions, or determinations of the Building Official relative to the application and interpretation of this code, the City Council shall appoint an ad hoc Board of Appeals comprised of three (3) members who are qualified by experience and training to pass judgment on matters pertaining to construction, and who are not employees of the City. Board members shall serve at the pleasure of the City Council. The Board shall comply with Rosenberg's Rules of Order in conducting their business, and shall render written decisions and findings to the appellant, with a copy to the Building Official. Decisions of the Board may be appealed to the City Council by the appellant or by the Building Official within thirty (30) days of the decision of the Board by the filing of a written notice of appeal with the Director of Community Development stating the reasons for the appeal. The person filing the appeal and the opposing party shall be given at least ten (10) days' written notice of the time and place of the hearing on the appeal.

15.79.076 Chapter 1, Division II, Section 112 "Board of Appeals," Subsection R112.4 "Administration" – Added. Subsection R112.4 of the 2019 California Residential Code is added to read as follows:

R112.4 *Administration.* The Building Official shall take immediate action in accordance with the decision of the board, unless such decision is appealed to the City Council.

15.79.080 Chapter 1, DIVISION II, Section R113 “Violations”, Subsection R113.1 “Unlawful acts” – Amended. Subsection R113.1 of the 2019 California Residential Code is amended to read as follows:

R113.1 *Unlawful acts.* It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

Violation of any provision of this code shall be punishable as a misdemeanor and shall carry the penalties as prescribed in Chapter 1.20 of the National City Municipal Code.

15.79.082 Section R202 "Definitions," “Building Existing” – Amended. Section R202 Definitions “Building, Existing” of the 2016 California Residential Code is amended to read:

R202 *Building, Existing.* An “existing building” is a building erected prior to the adoption of the 2019 California Residential Code, or one for which a legal building permit has been issued. If more than fifty-percent of a structural roof or more than fifty-percent of all exterior walls are removed as part of a project, the building is not an existing building.

15.79.085 Chapter 1, DIVISION II, Section R319 “Site Addresses”, Subsection R319.1 “Address Identification “ – Amended. Subsection R319.1 of the 2019 California Residential Code is amended to read as follows:

R319.1 *Address Identification.* Every principal building or structure within the incorporated limits of the City of National City shall be identified by a designated street number as issued by the National City Fire Department.

Approved numbers or addresses shall be placed on all new and existing buildings, adjacent to the principal entrance to the premises or at a point that is highly visible and legible from the street. If necessary, directional signs shall be posted showing proper access to the given address from a point where the Fire Department access roadway leaves the dedicated street, to the entrance of each addressed building. All such numbers shall be Arabic numerals or alphabetical letters and shall be a minimum of 4 inches (102mm) high with a minimum stroke width of 0.5 inches (12.7mm), and shall be placed on a contrasting background.

15.72.090 Chapter 1, DIVISION II, Section R902 “Fire Classification”, Subsection R902.1.3 “Roof Coverings in all other areas” – Amended. Subsection R902.1.3 of the 2019 California Residential Code is amended to read as follows:

R902.1.3 *Roof Coverings in all other areas.* The entire roof covering of every existing structure where more than fifty percent (50%) of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of

the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

15.79.095 Plan review fees. When plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged in accordance with the current City of National City Fee Schedule.

PASSED and ADOPTED this ____ day of _____, 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: [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending Section 16.06.060 \(Functions and authority - Planning Commission to function as Committee on Housing and Community Development - Ex Officio members\) of Title 16 \(City Boards, Commissions, and Committees\) of the National City Municipal Code. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 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 16.06.060 (Functions and authority- Planning Commission to function as committee on housing and community development- Ex Officio members) of Title 16 (City Boards, Commissions, and Committees) of the National City Municipal Code.

PREPARED BY: Carlos Aguirre, Director

PHONE: 619-336-4391

DEPARTMENT: Housing Authority

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

Not applicable.

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

The introduction of the ordinance is not a project pursuant to the California Environmental Quality Act of 1970.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Staff recommends adoption of the proposed changes to ordinances.

BOARD / COMMISSION RECOMMENDATION:

The proposed changes were presented to the National City Planning Commission on November 18, 2019. Planning Commission recommendations will be provided during introductory comments.

ATTACHMENTS:

1. Explanation
2. Proposed Changes to Ordinance (Redline)
3. Ordinance

City of National City
November 19, 2019
Staff Report Explanation

Agenda Item:

Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending Section 16.06.060 (Functions and authority- Planning Commission to function as committee on housing and community development- Ex Officio members) of Title 16 (City Boards, Commissions, and Committees) of the National City Municipal Code.

Background:

The Community Development Commission-Housing Authority of the City of National City (“Housing Authority”) has served as a catalyst for housing development and programs for the City since its inception by City Ordinance No. 1484 adopted on October 14, 1975. Section 16.060.060 of the National City Municipal Code established the functions of the Planning Commission as the committee on housing and community development (“Committee”) with a total of nine members: seven members of the Planning Commission by virtue of the office (ex-officio) as well as two members who were tenants of the development commission, one being over the age of sixty two.

The purpose of the Committee has been to encourage communications from persons, organizations, and institutions in the City of National City, and give advice and make recommendations to the Community Development Commission or to the projects, programs, and policies including: housing improvements, housing assistance, neighborhood improvements, and federal and state housing law implementation.

On July 18, 2019, Housing Authority staff made a presentation to the Housing Authority highlighting recent housing projects and programs and providing additional information on the historic purpose of the Committee. Staff identified the opportunity to reactivate the Committee to call attention to current housing priorities, projects, and programs of the Housing Authority as they are further developed. After the presentation to the Housing Authority, staff received direction from the City Council to bring back a revised Ordinance that would make recommended updates to the Committee that would make it responsive to the Housing and Community Development Goals being considered through the City’s and Housing Authority’s strategic planning process.

Proposed changes:

The proposed updated Ordinance specifically identifies the Housing Committee to specifically serve an advisory role on housing and housing-related matters to the Housing Authority. The additional two ex-officio members that would sit on the Housing Committee should have subject matter expertise in housing-related matters. Examples of subject matter experts include housing policy specialists, for- and non-profit developers, housing and land use attorneys, or other housing professionals in housing-related matters. Although the Housing Committee can meet during any Planning Commission meeting it is the intent to convene the Housing Committee on Planning Commission meetings held on the third Monday of every month. The ordinance already provides that the two Housing Committee members shall not receive compensation for their service.

The purpose of the Housing Committee would also be updated to parallel the City’s strategic goals on Housing and Community Development. Language is replaced to make note that the Housing Committee will provide advice and make recommendations to the Housing Authority or to the projects, programs and policies that seek to, for example: (1) pursue new housing options at all income levels; (2) ensure preservation of existing affordable housing; (3) streamline permitting and improve code compliance; and, (4) enhance the City’s role in reducing homelessness.

Proposed Changes to Ordinance Section 16.06.060 of the National City Municipal Code:

16.06.060 ~~Functions and authority–Planning commission to function as an advisory housing committee on housing and community development–Ex officio members.~~

A. In addition to the functions conferred upon it by the municipal code and by state law, the planning commission shall also act in the capacity and carry out the functions of an advisory housing committee to the board of ~~the commissionersttee ofn the Community Development Commission-Housing Authority of the City of National Cityhousing and community development~~ (the “housing committee”).

B. The housing committee shall be comprised of the seven members of the planning commission, who shall sit as the board of the housing committee when the commission is acting in the capacity and carrying out the functions of the housing committee. In addition, the city council shall appoint two ex officio members to four-year terms, for a total of nine members. These two appointed members who shall have subject matter expertise in housing-related matters. Examples of subject matter experts include housing policy specialists, for and non-profit developers, housing and land use attorneys, or other housing professionals in housing-related matters ~~be tenants of the community development commission of the City of National City (the “CDC”), and one of whom shall be over sixty two years of age.~~ Said ex officio members shall sit with the seven members of the commission on such occasions as the commission is acting in the capacity and carrying out the functions of the housing committee. Said ex officio members shall serve at the pleasure of the city council.

C. The commission, when acting in the capacity of and carrying out the functions of the housing committee, shall utilize a housing committee agenda, which shall be separate and distinct from the commission agenda. Except for special meetings of either body, meetings of the commission and the housing committee shall be scheduled for the same date and time, unless it is impracticable to do so, with the meeting of one body to be held consecutively after the other.

D. The chair and vice-chair of the planning commission shall also be the chair and vice-chair of the housing committee. The two ex officio members shall not receive compensation, but shall be eligible for reimbursement of expenses incurred in the performance of official duties. The two ex officio members shall disclose reportable financial interests as members of the housing and community development committee pursuant to the city’s conflict of interest code.

E. The purpose of the housing committee shall be to encourage communication from persons, organizations and institutions in the City of National City, and to give advice and make recommendations to the CDChousing authority or to the projects, programs and policies that seek to, for example, including the following: (1) pursue new housing options at all income levels; (2) ensure preservation of existing affordable housing; (3) streamline permitting and improve code compliance; and (4) enhance the city’s role in reducing homelessness.

~~The Housing and Urban Development Section 8 Housing Assistant Payments Program for existing housing and for new construction-~~

~~Housing improvement, housing assistance and neighborhood improvement projects, programs and policies in connection with federal and state laws relating to housing and neighborhood improvements.~~

F. The housing committee shall, after its establishment, limit its review and recommendations to those matters set forth in ~~this~~ subsection E through its by-laws.

F.G. For purposes of this Chapter 16.03, “ex officio” means by virtue or because of an office; by virtue of the authority implied by office.

ORDINANCE NO. 2019 –

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING SECTION 16.06.060 OF THE NATIONAL CITY MUNICIPAL CODE
PERTAINING TO THE ADVISORY HOUSING COMMITTEE**

BE IT ORDAINED by the City Council of the City of National City as follows:

Section 1. That Section 16.06.060 of the National City Municipal Code is amended as follows:

16.06.060 Functions and authority–Planning Commission to function as an advisory housing committee –Ex officio members.

A. In addition to the functions conferred upon it by the municipal code and by state law, the Planning Commission shall also act in the capacity and carry out the functions of an advisory Housing Committee to the Board of Commissioners of the Community Development Commission-Housing Authority of the City of National City (the “housing committee”).

B. The Housing Committee shall be comprised of the seven members of the Planning Commission, who shall sit as the board of the Housing Committee when the commission is acting in the capacity and carrying out the functions of the Housing Committee. In addition, the City Council shall appoint two ex officio members to four-year terms, for a total of nine members. These two appointed members shall have subject matter expertise in housing-related matters. Examples of subject matter experts include housing policy specialists, for and non-profit developers, housing and land use attorneys, or other housing professionals in housing-related matters. Said ex officio members shall sit with the seven members of the commission on such occasions as the commission is acting in the capacity and carrying out the functions of the Housing Committee. Said ex officio members shall serve at the pleasure of the City Council.

C. The commission, when acting in the capacity of and carrying out the functions of the housing committee, shall utilize a housing committee agenda, which shall be separate and distinct from the commission agenda. Except for Special Meetings of either body, meetings of the commission and the Housing Committee shall be scheduled for the same date and time, unless it is impracticable to do so, with the meeting of one body to be held consecutively after the other.

D. The Chair and Vice-Chair of the Planning Commission shall also be the chair and vice-chair of the housing committee. The two ex officio members shall not receive compensation, but shall be eligible for reimbursement of expenses incurred in the performance of official duties. The two ex officio members shall disclose reportable financial interests as members of the Housing and Community Development Committee pursuant to the City’s Conflict of Interest Code.

E. The purpose of the Housing Committee shall be to encourage communication from persons, organizations and institutions in the City of National City, and to give advice and make recommendations to the Housing Authority or to the projects, programs and policies that seek to, for example: (1) pursue new housing options at all income levels; (2) ensure preservation of existing affordable housing; (3) streamline permitting and improve code compliance; and (4) enhance the city’s role in reducing homelessness.

F. The Housing Committee shall, after its establishment, limit its review and recommendations to those matters set forth in subsection E through its by-laws.

G. For purposes of this Chapter 16.03, “ex officio” means by virtue or because of an office; by virtue of the authority implied by office.

Section 2. The City Council declares that the judicial invalidity of any provision of this ordinance shall not affect the validity of any other remaining provisions, and that the City Council would have adopted each of those remaining provisions, notwithstanding any later declared invalidity. If any provision of this ordinance determined to be invalid can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this ordinance.

Section 3. This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of Fifteen (15) days after its passage a summary of the ordinance in its entirety shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the City of National City, State of California.

PASSED and ADOPTED this 3rd day of December, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Chen Ryan Associates, Inc. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | November 19, 2019 |

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

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

DEPARTMENT: | Engineering/Public Works |

PHONE: | 619-336-4312 |

APPROVED BY: _____

EXPLANATION:

| See attached. |



FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

Funds are appropriated in various CIP accounts for FY 2020; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

| Adopt Resolution executing an Agreement with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

1. | Explanation
2. | Agreement
3. | Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
CHEN RYAN ASSOCIATES, INC.**

THIS AGREEMENT is entered into on this 19th day of November, 2019, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and CHEN RYAN ASSOCIATES, INC., a California corporation (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is an engineering and planning firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call CIP project support services for the CITY, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on November 5, 2019. The duration of this Agreement is for the period of November 19, 2019 through November 18, 2022. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to: project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning for all disciplines described in Exhibit "A"; grants management; and, community outreach and communications.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables, and a "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

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

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, City Engineer/Director of Public Works, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Matt Capuzzi, P.E., Project Manager, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT 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 \$2,000,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

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

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

In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

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

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

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

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

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 CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

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

CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

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

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

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

12. **STANDARD OF CARE.**

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

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

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

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

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

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

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

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

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

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

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

17. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or

recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

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

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

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

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

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

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

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

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

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

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

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

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

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

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

19. **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.

20. **TERMINATION.**

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

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

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

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

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

21. **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: Stephen Manganiello
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Matt Capuzzi, P.E.
Project Manager
3900 Fifth Avenue, Suite 310
San Diego, CA 92103

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.

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

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

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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

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

CITY OF NATIONAL CITY

CHEN RYAN ASSOCIATES, INC., A CALIFORNIA CORPORATION

(Corporation – signatures of two corporate officers required)

By: _____
Alejandra Sotelo Solis, Mayor

By: 
(Name)

MONIQUE CHEN, PE
(Print)

Principal
(Title)

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

By: 
(Name)

Matthew Capuzzi, P.E.
(Print)

Principal
(Title)

By: _____
Roberto M. Contreras
Deputy City Attorney

1 / Cover Letter

June 10, 2019

Roberto Yano, PE, Deputy City Engineer
City of National City
Engineering & Public Works Department
1243 National City Boulevard
National City, CA 91950



Re: On-Call Project Support Services for National City's Capital Improvement Program

Dear Roberto Yano:

We applaud the City of National City for your forward-thinking vision that has, and continues to, strengthen transportation choices, improve and revitalize public facilities, and enhance the quality of life for National City residents. Being selected as an awardee for multiple grants over the past decade is evidence of the City's effective and innovative planning efforts, and is something to be celebrated. From our past and current work for the City, we know first hand that in order to successfully complete the projects envisioned over the life of this contract a comprehensive consulting team with the experience, expertise, and immediate availability will be needed. Chen Ryan Associates has assembled this team. Our local complete/green streets knowledge and experience is unmatched. Chen Ryan staff have delivered an extensive list of award-winning active transportation projects and we are excited for the opportunity to continue partnering with you to implement your vision. Therefore, we are pleased to submit our proposal to the City of National City. The Chen Ryan team offers the following benefits:

LOCAL AND EFFECTIVE

Chen Ryan Associates is based in San Diego and will perform all project work from our San Diego location. We have strengthened our in-house team with highly qualified subconsultant partners. In developing our team, we focused on depth and flexibility in order to provide you expertise in the wide variety of services we know will be required on your complex, multi-disciplinary projects. Additional detailed descriptions of these firms and their qualifications are included in the proposal.

We have an unparalleled and in-depth understanding of the City's ambition to implement mobility enhancements as our team members have assisted the City in recently delivering an extensive list of professional services. We are currently working on a number of task orders through our As-Needed Engineering contract with your Public Works department, some of which includes: the Sweetwater Road Protected Bikeway Project, the 24th Transit-Oriented Development Street Overlay, and the City's SSARP Safety Analysis.

PROVEN AND RESPONSIVE CONTRACT MANAGER

Multi-modal complete/green streets and park projects are my passion. Over the last decade I have worked almost exclusively as a project manager providing preliminary design, environmental, final design, and construction period services for active lifestyle and green streets projects in San Diego County. As contract manager, I will be your point of contact during the delivery of this On-Call, ensuring the overall quality and timeliness of all project deliverables. I pride myself on my responsiveness to client needs and encourage you to contact our references to learn firsthand about the attention and quality you will receive working with our team.

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Furthermore, our team offers the following benefits:

<p>1 Unified Integration The members of our team were selected for their experience with similar on-call contracts and their availability to serve you on this contract.</p>	<p>2 Flexibility We will propose a task delivery team for each given task and partner with your respective project manager to ensure they agree with the proposed team prior to beginning work.</p>
<p>3 Proven Approach Our team of veteran task order managers and technical discipline leads will be assigned to direct each given task based on the project type and size. This allows our contract manager to be involved in all assignments, while the respective task order managers provide day-to-day management for each individual task order. This approach puts our resources to work for you proficiently and cost-efficiently, while balancing the demands of rigorous schedules on concurrent task orders.</p>	<p>3 Value Engineering and Quality Our team will provide the various professional services that will be required throughout this contract. This means effective peer review, quality control, depth of experience, and value engineering that will allow our team to identify and execute the most effective approach for you.</p>

We have assembled a comprehensive team that can support the City under the following disciplines as defined in the RFQ:

Civil Engineering	Structural Engineering	Mechanical Engineering	Electrical Engineering	Traffic Engineering	Traffic Signal Communications	Transportation Planning
Architecture	Landscape Architecture	Environmental Planning	Graphic Design	Planning & Design	Engineering / Project Management	Grant Management

Chen Ryan is dedicated to innovative and cost-effective service, keeping projects within budget and on schedule. As contract manager, I will be your main point of contact during the delivery of this contract, ensuring the overall quality and timeliness of all deliverables while maintaining responsive to all client needs.

Sincerely,



Matt Capuzzi, PE / Contract Manager
3900 Fifth Avenue, Suite 310 • San Diego, CA 92103
619.795.6086 / mcapuzzi@chenryanmobility.com



Monique Chen, PE / Principal
3900 Fifth Avenue, Suite 310 • San Diego, CA 92103
619.318.4664 / mchen@chenryanmobility.com

2 / Executive Summary

Since our establishment in 2011, Chen Ryan Associates, Inc. has presented a fresh vision for transportation planning and engineering in Southern California. Our approach is built upon the multi-dimensional experiences of our staff. We understand the quality-of-life and health benefits of integrated transportation/land use planning, smart growth, accessibility, and active transportation. Chen Ryan is committed to developing transportation systems and creating mobility improvements that enhance and support vibrant and sustainable communities. We offer specialized expertise in the areas of transit and complete streets design, ADA accessibility, bicycle/pedestrian planning and design, civil and traffic engineering, multi-modal design and analysis, transportation planning/land use & smart growth planning, traffic operations and simulation, and safe routes to school and transit design. Our experience and capabilities in these areas allow us to take on a wide range of municipal projects, bringing strong technical expertise combined with practical experience in a variety of environments and applications.

CHEN RYAN ASSOCIATES, INC.

BUSINESS TYPE: California S Corporation

PRINCIPAL OWNERS:

Monique Chen, President
Matthew Capuzzi, Principal

Our proposed Contract Manager, Matt Capuzzi, PE, has spent the vast majority of his career designing and leading, multimodal, municipal development, and complete street projects in San Diego County. His experience spans all phases of project delivery including conceptual design, preliminary engineering, and final design. Matt has led many projects through the critical early stages of environmental analysis and the crucial implementation stages of bid and construction. Matt also has first-hand knowledge of what it takes to carry out a federally funded projects.

1 PROFESSIONALS YOU KNOW AND TRUST

Our team includes local professionals that have worked collaboratively with the City for many years. We understand the most recent innovative design guidelines available to implement complete streets projects, have an intimate understanding of the latest storm water design standards, and **we are dedicated to the goal of helping you transform your community into a more livable city that provides safe transportation choices for all.**

When you select a consultant for this contract, you are really selecting the people that will provide the right combination of relevant experience, technical competence, passion for the project, and skill in successful delivery with quality and detail. Our assembled team includes experienced engineers, planners, and architects with highly successful track records of completing projects for public agencies.

2 WHY SELECT THE CHEN RYAN TEAM?

Our local team is excited about the opportunity to grow our relationship with National City. Our team provides:

- **A hands-on contract manager.** You can rest assured that Matt Capuzzi will be readily available, reliable, and accountable throughout all phases of each task order assigned to our team.
- **Responsiveness, Local Knowledge, Relationships.** The Chen Ryan team can serve as an extension of your staff, as we have done for you in the past. We understand the local, technical, and political challenges that impact your constituents.
- **Team of local experts.** Our local team features proven specialty subconsultants who have worked with us on numerous previous projects.
- **Experienced grant writers.** Our team has successfully helped the City acquire and manage millions of dollars of transportation grant funding and look forward to continuing this partnership with you.



On-Call Project Support Services for National City's Capital Improvement Program (CIP)

Rate Schedule

Effective through December 31, 2022

<u>Classification</u>	<u>Billing Rate per Hour</u>
Principal	\$260.00
Senior Professional II	\$225.00
Senior Professional I	\$205.00
Professional II	\$185.00
Professional I	\$162.00
Analyst	\$130.00
Support Staff	\$90.00

Direct expenses such as but not limited to printing and reproductions, travel expenses, deliveries, materials, shipping, postage, etc. will be invoiced at cost.

RESOLUTION NO. 2019 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH CHEN RYAN ASSOCIATES, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; CIVIL ENGINEERING; TRAFFIC ENGINEERING; TRANSPORTATION PLANNING; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; LONG-RANGE PLANNING; GRANTS MANAGEMENT; COMMUNITY OUTREACH AND COMMUNICATIONS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS

WHEREAS, National City's Capital Improvement Program (CIP) estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on an interview, qualifications, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications; and

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**Resolution No. 2019 –
Page Two**

WHEREAS, in addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a three-year Agreement (with the option to extend for two, one year extensions) with Chen Ryan Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s CIP, including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications. Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental agreements as may be required for grant funded projects.

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

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with STC Traffic, Inc. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | November 19, 2019 |

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with STC Traffic, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

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



DEPARTMENT: | Engineering/Public Works |

PHONE: | 619-336-4312 |

APPROVED BY: _____



EXPLANATION:

| See attached. |

FINANCIAL STATEMENT:

APPROVED: Mark Patacs Finance

ACCOUNT NO. |

APPROVED: _____ MIS

Funds are appropriated in various CIP accounts for FY 2020; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with STC Traffic, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

1. | Explanation
2. | Agreement
3. | Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with STC Traffic, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
STC TRAFFIC, INC.**

THIS AGREEMENT is entered into on this 19th day of November, 2019, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and STC TRAFFIC, INC., a California corporation (the "CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is an engineering firm;
and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call CIP project support services for the CITY, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on November 19, 2019. The duration of this Agreement is for the period of November 19, 2019 through November 18, 2022. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to: project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables, and a "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

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

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, City Engineer/Director of Public Works, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Jason Stack, President, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT 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 \$2,000,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

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

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

In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

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

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

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

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

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 CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

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

CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

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

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

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

12. **STANDARD OF CARE.**

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

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

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

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

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

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

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

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

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

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

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

17. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or

recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

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

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

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

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

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

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

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

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

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

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

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

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

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

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

19. **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.

20. **TERMINATION.**

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

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

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

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

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

21. **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: Stephen Manganiello
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Jason Stack
President
5865 Avenida Encinas, Ste. 142-B
Carlsbad, CA 92008

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.

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

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

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

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

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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

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

CITY OF NATIONAL CITY

STC TRAFFIC, INC., A CALIFORNIA CORPORATION

(Corporation – signatures of two corporate officers required)

By: _____
Alejandra Sotelo Solis, Mayor

By: Jason Stack
(Name)

JASON STACK
(Print)

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

PRESIDENT/CEO
(Title)

By: _____
Roberto M. Contreras
Deputy City Attorney

By: Nick Minicilli
(Name)

Nick Minicilli
(Print)

Vice President
(Title)

June 10, 2019



City of National City
Engineering & Public Works Department
Attn: Roberto Yano, P.E., Deputy City Engineer
1243 National City Boulevard
National City, CA 91950

Subject: Statement of Qualifications for On-Call Project Support Services for National City's Capital Improvement Program (CIP) – 2019

Dear Mr. Yano,

STC Traffic, Inc., is pleased to submit this statement of qualifications for **On-Call Project Support Services for National City's CIP**. We propose to continue to offer the range of disciplines and services we've provided the City for the past several years.

I started STC over 12 years ago with a vision for delivering specialized engineering consulting expertise to public agencies in San Diego County. National City was one of our founding clients, and in the early years, engaged our firm to service traffic systems, operations, and engineering tasks. Success on these tasks became a springboard to many more essential and diverse projects in support of the City's CIP.

Today, STC Traffic is a recognized leader in on-call municipal engineering consulting services, contracting as a prime with nearly every municipality in the region. Since we began working in National City with only a few key staff, we have grown to 24 staff members and National City has been crucial to that growth. We know how valuable National City has been to our firm and understand its continued importance. We are committed to bring the same clear ethos and professional philosophy on which I founded this firm. That professional philosophy is as follows:

Character comes first. We are successful because we are trusted with the City's work. This trust has developed through demonstrating honesty and exercising our expertise with responsibility both individually and as an organization. We choose to do the right thing rather than be expedient and we enjoy the hard work engendered. We're building more than great projects. We're also seeking to create organizations that promote our professionals to reach their fullest potential and build tomorrow's leaders on a foundation of trust that resonates with the community.

We know National City. Consultants are an integral part of National City's CIP delivery and the City depends on consultants to meet the demand of its significant program. This on-call consultant procurement will provide the expert resources and capacity necessary to meet CIP obligations over the next 3 to 5 years. STC supplements National City staff resources, provides special technical capabilities, and guides challenging projects. We've gained the confidence of both staff and management, and this has in-turn built the public's confidence in the City's ability to deliver high-quality customer service.

Institutional knowledge. STC has unique insight into agency infrastructure and procedures spanning over ten years of practice in National City. Our local knowledge, combined with agency staff familiarity and confidence, enables STC to reduce risk and waste and provide more effective project alternatives. Thanks to these advantages and experience, STC delivers high value at a lower cost which extends the purchase power of precious funds.



Project management continuity. STC provides substantial project management continuity—an essential component for a successful CIP—by offering Jason Stack as principal manager, Nick Minicilli as project manager, and Henry Trang as deputy project manager. This group has been intact and managing and producing work for National City continuously over the past 5 years. Our management team is intimately familiar with City expectations and goals. Our managers lead by example, as working managers, staying connected to projects on every level in order to sustain our well-known brand of project management.

The team. The team we've gathered for National City has grown and been refined through years of previous work together. Our subconsultants are the best in the region at what they do. We've assembled a team of talented, highly qualified local firms who share our vision, many already well known to the City. The STC team will continue to promote efficiency and performance, and our subconsultants are a key part of that objective. The team is comprised as follows:

- ✓ Aark Engineering
- ✓ Blue Violet Networks
- ✓ C&S Companies
- ✓ Ferguson Pape Baldwin Architects
- ✓ Vic Salazar Communications
- ✓ Innovative Construction Consulting Services
- ✓ National Data & Surveying Services
- ✓ Ninyo and Moore
- ✓ Rincon Consultants, Inc.
- ✓ Sampo Engineering
- ✓ Schmidt Design Group
- ✓ DHS Consulting

National City's CIP is highly recognized, and we have the distinct standing to be an important part of the success for more than twelve years. I've watched as the City's Engineering and Public Works Department has reorganized to become more efficient and continue to deliver stand-out projects and services year over year. This is a source of pride in the City and new staff have become leaders following the model of promoting public service within the organization. We have confidence in, and a strong working relationship with, both staff and management and we take great pride in the work we perform for the City.

I am the contact person for this statement of qualifications and available to discuss this with you should you have any questions about the information provided. We look forward to the opportunity to continue to build our combined track record of success for National City.

Sincerely,

A handwritten signature in blue ink that reads "Jason Stack". The signature is written over a horizontal line.

Jason Stack, TE, PTOE
President/ Principle-in-Charge
STC Traffic, Inc.

Contact: Jason Stack
Address: 5865 Avenida Encinas, Suite 142-B
Carlsbad, CA 92008
Phone: (760) 585-4212
Email: Jason.stack@stctrffic.com



1 EXECUTIVE SUMMARY

This proposal presents the advantages and abilities STC and its team of subconsultants possesses, along with the services it proposes to offer the City of National City. STC Traffic, Inc., understands that the purpose of the City's request for qualifications (RFQ) is to provide the City with the best-qualified consultants — in the areas of Engineering and Public Works — in support of the various projects required for the capital improvement program (CIP). This statement of qualifications details our team's significant experience, project approach, and expert staff, which meets many of the needs of the City's CIP.

This Statement of Qualifications (SOQ) is prepared based on the requirements provided in the Request for Qualifications (RFQ) and follows the RFQ contents organization and order. This section is a primer for what follows in the submittal: our familiarity in National City, experience and technical competence, grants management, and financial management and accounting systems.

Familiarity with Local Environment. Consultants are critical to National City's CIP development and delivery process. National City staff are fully engaged in management of multiple disciplines, project delivery, and engineering and public works management and operations. This on-call CIP consultant procurement will provide National City the expert resources and capacity to meet demand for professional services necessary to implement the CIP over the next 3–5 years. STC offers a comprehensive team of subconsultants to National City to meet this demand. STC has selected the following disciplines and general services in support of the On-Call Project Support Services contract:

- ✓ Civil Engineering
- ✓ Structural Engineering
- ✓ Mechanical Engineering
- ✓ Electrical Engineering
- ✓ Traffic Engineering
- ✓ Traffic Signal Communications
- ✓ Infrastructure & Systems Integration
- ✓ Traffic Data Collection
- ✓ Transportation Planning
- ✓ Architecture
- ✓ Landscape Architecture
- ✓ ADA Compliance and Universal Design
- ✓ Intelligent Transportation Systems Planning
- ✓ Geographic Information Systems (GIS)
- ✓ Utility Design & Coordination
- ✓ Land Surveying
- ✓ Geotechnical
- ✓ Environmental Planning, Design & Engineering
- ✓ Environmental Compliance
- ✓ Construction Management & Inspections
- ✓ Planning and Design
- ✓ Community Outreach
- ✓ Engineering and Project Management
- ✓ Grants Management
- ✓ Capital Needs Assessments & Asset Management
- ✓ Building Department Support Services

STC has provided this depth of services to the City for the past several years and the City recognizes the strength of our project managers and our subconsultants. The City appreciates the option to access our subs as part of a larger multi-discipline prime project for STC to manage, or to access our subs for discipline specific projects directly. We are happy to act as a pass through to access the best experts in the specialized disciplines.

The STC Team is well organized and there is no ambiguity about roles. We are not a large prime, rather we are a specialty transportation and traffic engineering firm with a large team that can move at a highly



efficient pace. We recognize that larger teams, just as with a larger company, does not in and of itself lead to effectiveness on a task. As a small size firm with strong leadership we are responsive and flexible with open lines of communication to meet the City's needs, in ways that large size consultants struggle to deliver. The STC Team gets to the task at hand quickly and promotes efficiency and performance.

Experience and Technical Competence. The STC Team has the skillset to deliver the scope of services and has a proven track record of executing this exact work for the City. Our business model is built around providing professionals that deliver exceeding experience, diverse expertise, and quality. We understand the critical nature of municipal engineering. Projects have risks and we minimize the risks by providing experts that know how to get the job done right the first time. Poor engineering can expose limited budgets to change orders and related issues. We have stepped into the gap on projects in National City and resolved potential issues through innovative alternatives that work within the budget and get the project delivered. We leverage our expertise to maximize budgets and avoid potential pitfalls. This allows the City to precisely appropriate funds and achieve the most "bang for the buck" over the course of the CIP. Our on-call engineering services business model is proven by our success in National City and around the county.

STC provides the continuity necessary to manage the team with Jason Stack as principal manager, Nick Minicilli as project manager, and Henry Trang as deputy project manager. This management structure is important as Mr. Stack has over 15 years of experience in National City and brings unparalleled expertise and historical perspective. Mr. Minicilli is intimately familiar with the City's CIP procedures and policies and will be the primary interface with the City's project manager. Henry Trang is assigned as deputy project manager, is well known to City staff, and will be plugged into STC team daily progress and activities.

Grants Management. STC is a regional leader in competitive grant planning, preparation, and reporting. We have successfully assisted the City in pursuing grant funding through regional and statewide funding programs with awards in excess of \$7.5 million. Our acumen was demonstrated on cycle 1 of the statewide Active Transportation Program when an STC authored grant scored first out of over 700 applications. Our management staff is expert on the Local Assistance Procedure Manual (LAPM) and reporting requirements.

Financial Management and Accounting System. STC understands how essential it is to have a strong, sound, and secured financial management and accounting system; especially for Federal-Aid projects. We follow regulations dictated in the Code of Federal Regulations (CFR) and LAPM and exercise measures internally to provide the City security, that all records are kept in accordance to specified guidelines. This understanding will ensure National City receives funding promptly, and significantly reduces the burden of audit. STC is also keen on National City's preferences for billing procedure, and continuously analyzes costs to scope and track budgets.



EXHIBIT B

National City On-Call Project Support Services for National City’s Capital Improvement Program (CIP)

- Disciplines: * Traffic Engineering
- * Traffic Signal Communications Infrastructure & Systems Integration
- * Transportation Planning (includes Active Transportation and Safe Routes to School)

PRIME Consultant Name: STC Traffic, Inc.

FEE SCHEDULE LABOR COSTS

Labor Classification/ Title	Hourly Rate (Range) \$/HR
Principal-In-Charge	\$ 210.00
Principal Manager	\$ 195.00
Senior Project Manager	\$ 175.00
Senior Project Technical Specialist	\$ 170.00
Project Manager	\$ 160.00
Construction Manager	\$ 150.00
Project Technical Specialist	\$ 150.00
Senior Project Engineer	\$ 145.00
Senior Project Planner	\$ 135.00
Construction Engineer/Inspector	\$ 135.00
Project Engineer	\$ 130.00
Project Planner	\$ 120.00
Associate Engineer	\$ 115.00
Associate Planner	\$ 105.00
Assistant Engineer	\$ 100.00
Assistant Planner	\$ 90.00
Intern	\$ 60.00

**PLEASE NOTE: The above rates are our Standard Hourly Rates inclusive of Overhead cost and Profit fee. STC Traffic, Inc. confirms these rates are fixed for the duration of the project.

INDIRECT LABOR COSTS

- b) Fringe Benefits (Rate: ___ %) c) Total Fringe Benefits [(a) x (b)] \$ _____
- d) Overhead (Rate: ___ %) e) Overhead [(a) x (d)] _____
- f) General and Administrative (Rate ___%) g) Gen & Admin [(a) x (f)] \$ _____
- (h) TOTAL INDIRECT COSTS [(c) + (e) + (g)] \$ _____

REIMBURSEABLE EXPENSES

- a) Mileage/Parking *STC Traffic is a local business and there are no direct costs for mileage.
- b) Printing/Copies *Outsourced reimbursable expenses such as printing/reproduction, deliveries, computerized plotting, materials, etc., will be charged to the client at the consultant’s cost without mark-up.
- c) Equipment & Material

Certification of Costs:

I, the undersigned, certify to the best of my knowledge and belief that all costs identified in our Schedule of Fees are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and conditions. Furthermore, I acknowledge that “mark-ups” for sub-consultant services will not be accepted.

Morna Stack
 Name _____
 Signature Morna Stack

CFO
 Title _____
 Date 10/14/19

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH STC TRAFFIC, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY’S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; TRAFFIC ENGINEERING; TRANSPORTATION PLANNING; TRAFFIC SIGNAL COMMUNICATIONS INFRASTRUCTURE AND SYSTEMS INTEGRATION; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; CONSTRUCTION SUPPORT; GRANTS MANAGEMENT; COMMUNITY OUTREACH AND COMMUNICATIONS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS

WHEREAS, National City’s Capital Improvement Program (CIP) estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City’s website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on an interview, qualifications, and past performance, staff recommends a three-year Agreement (with the option to extend for two, one year extensions) with STC Traffic, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s CIP, including, but not limited to, project management; traffic engineering; transportation planning; traffic signal communications infrastructure and systems integration; plan reviews; constructability reviews; construction support; grants management; community outreach and communications; and

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**Resolution No. 2019 –
Page Two**

WHEREAS, in addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a three-year Agreement (with the option to extend for two, one year extensions) with STC Traffic, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s CIP, including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications. Said Agreement is on file in the Office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental agreements as may be required for grant funded projects.

PASSED and ADOPTED this 19th day of November, 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 calling and giving notice of the holding of a Special Municipal Election to be held on Tuesday, March 3, 2020 for the purpose of submission of a Ballot Measure to the voters as required by the provisions of the laws of the State of California relating to General Law Cities. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City calling and giving notice of the holding of a Special Municipal Election to be held on Tuesday, March 3, 2020 for the purpose of submission of a ballot measure to the voters as required by the provisions of the laws of the State of California relating to general law cities.

PREPARED BY: Angil Morris-Jones

DEPARTMENT: City Attorney's Office

PHONE: 619 336-4222

APPROVED BY: 

EXPLANATION:

Per City Council direction at the October 15, 2019 City Council Meeting, the City Attorney was directed to draft a Resolution to place one measure to make the Office of City Clerk and City Treasurer Appointed Offices on the March 2020 Primary Ballot wherein the voters shall decide whether or not to make the City Clerk and City Treasurer Appointed.

One of the four Resolutions required to carry out the Council's direction is this Resolution calling for and giving notice of a special Municipal Election to be held on Tuesday, March 3, 2020.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NATIONAL CITY CALLING AND GIVING NOTICE
OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, MARCH 3, 2020 FOR THE PURPOSE
OF SUBMISSION OF A BALLOT MEASURE TO THE VOTERS AS
REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE
OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a Special Municipal Election shall be held on March 3, 2020 for the purpose of submission of a ballot measure to the voters.

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

Section 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of National City, California, on Tuesday, March 3, 2020, a Special Municipal Election for the purpose of submission of the following ballot measure to the voters:

Shall the offices of City Clerk and City Treasurer be appointive?	Yes	
	No	

Section 2. The election hereby called for March 3, 2020 is hereby ordered consolidated with any other election to be held within the City on said date. The election shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvasses, results declared, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of Section 10418 of the Elections Code and as specified herein. The Board of Supervisors of San Diego County and the San Diego County Registrar of Voters, are hereby requested to order the consolidation of the municipal election hereby called with any other election to be held within the City on said date and that said election be held in all respects as if there were only one election.

Section 3. That the ballots to be used at the election shall be in form and content as required by law.

Section 4. That the City Clerk is authorized to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct this election.

**Resolution No. 2019 -
Page Two**

Section 5. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

Section 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 7. That notice of the time and place of holding the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 8. That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions of the City.

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

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael 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 ordering the submission of a Measure to the qualified voters of the City of National City at the Special Municipal Election to be held on March 3, 2020, to make the Offices of City Clerk and City Treasurer Appointive. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City ordering the submission of a Measure to the qualified voters of the City of National City at the Special Municipal Election to be held on March 3, 2020, to make the Offices of City Clerk and City Treasurer appointive.

PREPARED BY: Angil Morris-Jones

DEPARTMENT: City Attorney's Office

PHONE: 619 336-4222

APPROVED BY: 

EXPLANATION:

Per City Council direction at the October 15, 2019 City Council Meeting, the City Attorney was directed to draft a Resolution to place one measure to make the Office of City Clerk and City Treasurer Appointed Offices on the March 2020 Primary Ballot wherein the voters shall decide whether or not to make the Clerk and Treasurer Appointed.

One of the four Resolutions required to carry out the Council's direction is this Resolution ordering the submission of a Measure to the qualified voters of the City of National City at the Special Municipal Election to be held on March 3, 2020, to make the Offices of City Clerk and City Treasurer Appointive.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

RESOLUTION NO. 2019 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ORDERING THE SUBMISSION OF A MEASURE TO THE QUALIFIED
VOTERS OF THE CITY OF NATIONAL CITY AT THE SPECIAL MUNICIPAL
ELECTION TO BE HELD ON MARCH 3, 2020, TO MAKE THE OFFICES
OF CITY CLERK AND CITY TREASURER APPOINTIVE**

WHEREAS, the City Council of the City of National City desires to submit to the qualified voters of the City at the Special Municipal Election to be held on March 3, 2020 a measure to make the offices of City Clek and City Treasurer appointive; and

WHEREAS, the City Council is thereupon authorized and directed by statute to submit the proposed measure to the qualified voters.

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

Section 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, the following question shall be submitted to the qualified voters of the city at the Special Municipal Election to be held on March 3, 2020:

Shall the Offices of City Clerk and City Treasurer be appointive?	Yes	
	No	

Section 2. That the ballots to be used at the election shall be in the form and content as required by law.

Section 3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct said election.

Section 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the elections and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**Resolution No. 2019 -
Page Two**

Section 6. That notice of the time and place of holding said election is given and the City Clerk is authorized, instructed and directed to give such further or additional notice of the election in time, form and manner as required by law.

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

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael 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 the Board of Supervisors of the County of San Diego to consolidate a Special Municipal Election to be held on March 3, 2020 with the Statewide Presidential Primary Election to be held on that date pursuant to Section 10403 of the Elections Code. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City requesting the Board of Supervisors of the County of San Diego to consolidate a Special Municipal Election to be held on March 3, 2020 with the Statewide Presidential Primary Election to be held on that date pursuant to section 10403 of the Elections Code.

PREPARED BY: Angil Morris-Jones

DEPARTMENT: City Attorney's Office

PHONE: 619 336-4222

APPROVED BY: 

EXPLANATION:

Per City Council direction at the October 15, 2019 City Council Meeting, the City Attorney was directed to draft a Resolution to place one measure to make the Office of City Clerk and City Treasurer Appointed Offices on the March 2020 Primary Ballot wherein the voters shall decide whether or not to make the Clerk and Treasurer Appointed.

One of the four Resolutions required to carry out the Council's direction is this Resolution requesting the Board of Supervisors of the County of San Diego to consolidate a Special Municipal Election to be held on March 3, 2020 with the Statewide Presidential Primary Election to be held on that date pursuant to section 10403 of the Elections Code.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

RESOLUTION NO. 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NATIONAL CITY REQUESTING THE BOARD
OF SUPERVISORS OF THE COUNTY OF SAN DIEGO
TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION
TO BE HELD ON MARCH 3, 2020 WITH THE STATEWIDE
PRESIDENTIAL PRIMARY ELECTION TO BE HELD ON THAT
DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE**

WHEREAS, the City Council of the City of National City called a Special Municipal Election to be held on March 3, 2020 for the purpose of submission of a ballot measure to the voters; and

WHEREAS, it is desirable that the Special Municipal Election be consolidated with the statewide Presidential Primary Election to be held on the same date and that within the City the precincts, polling places and election officers for the two elections be the same, and that the Registrar of Voters of the County of San Diego canvass the returns of the Special Municipal Election, and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Diego is hereby requested to consent and agree to the consolidation of a Special Municipal Election with the statewide Presidential Primary Election on Tuesday, March 3, 2020 for the purpose of submission of the following ballot measure to the voters:

Shall the Offices of City Clerk and City Treasurer be appointive?	Yes	
	No	

Section 2. That the election hereby called for March 3, 2020 shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, results declared, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of Section 10403 of the Elections Code and as specified herein. The Board of Supervisors of San Diego County and the San Diego County Registrar of Voters are hereby requested to order the consolidation of the municipal election hereby called with any other election to be held within the City on said date, and that said election be held in all respects as if there were only one election.

**Resolution No. 2019 -
Page Two**

Section 3. That the Registrar of Voters is authorized to canvass the returns of the Special Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 4. That pursuant to Section 10002 of the Elections Code, the Board of Supervisors is requested to issue instructions to the Registrar of Voters to take any and all steps necessary for the holding of the consolidated election, including preparation and furnishing of the following:

- a) A listing of County precincts with the number of registered voters in each, so the City may consolidate election precincts into City voting precincts, and maps of the voting precincts;
- b) A list of polling places and poll workers the County uses for its elections;
- c) The voter record of the names and addresses of all eligible registered voters in the City in order that the City may (i) produce labels for vote-by-mail voters; (ii) produce labels for sample ballot pamphlets; (iii) print rosters of voters and street indexes;
- d) Voter signature verification services as needed;
- e) Make available to the City election equipment and assistance as needed according to state law.

Section 5. That the City of National City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 6. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of San Diego, and enter it into the book of original resolutions of the City.

Section 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions of the City.

PASSED and ADOPTED this 19^h day of November, 2019.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael 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 filing of an impartial analysis and written arguments, and directing the City Attorney to prepare an ordinance vesting the appointing authority in the City Manager, relating to a Measure to make the Offices of City Clerk and City Treasurer Appointive. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the filing of an impartial analysis and written arguments, and directing the City Attorney to prepare an ordinance vesting the appointing authority in the City Manager, relating to a measure to make the Offices of City Clerk and City Treasurer Appointive.

PREPARED BY: Angil Morris-Jones

DEPARTMENT: City Attorney's Office

PHONE: 619 336-4222

APPROVED BY: 

EXPLANATION:

Per City Council direction at the October 15, 2019 City Council Meeting, the City Attorney was directed to draft a Resolution to place one measure to make the Office of City Clerk and City Treasurer Appointed Offices on the March 2020 Primary Ballot wherein the voters shall decide whether or not to make the Clerk and Treasurer Appointed.

One of the four Resolutions required to carry out the Council's direction is this Resolution authorizing the filing of an impartial analysis and written arguments, and directing the City Attorney to prepare an ordinance vesting the appointing authority in the City Manager, relating to a measure to make the Offices of City Clerk and City Treasurer Appointive.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

RESOLUTION 2019 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE FILING OF AN IMPARTIAL ANALYSIS AND WRITTEN
ARGUMENTS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN
ORDINANCE VESTING THE APPOINTING AUTHORITY IN THE CITY
MANAGER, RELATING TO A MEASURE TO MAKE THE OFFICES OF
CITY CLERK AND CITY TREASURER APPOINTIVE**

WHEREAS, the City Council has passed a Resolution entitled "Resolution of the City Council of the City of National City Ordering the Submission of a Measure to the Qualified Voters of the City of National City at the Special Municipal Election to be held on March 3, 2020, to Make the Offices of City Clerk and City Treasurer Appointive, (the "Resolution"); and

WHEREAS, Government Code Sections 36508-36509 provide that the Offices of City Clerk and City Treasurer shall be made appointive upon approval of the voters, and Government Code Section 34856 provides that when the Offices of City Clerk and City Treasurer are appointive, the City Council shall make such appointments unless the City Council vests the appointive power in the City Manager; and

WHEREAS, the City Council desires that the election called under the Resolution be consolidated with any other election to occur on March 3, 2020 in the territory of the City and that said measure be included on the ballot for said election; and

WHEREAS, Section 9280 of the California Elections Code authorizes the filing of an impartial analysis and Sections 9281-9283 of said Code authorize the filing of written arguments for or against any ballot proposition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, AS FOLLOWS:

Section 1. Request to County to Conduct Election. The Board of Supervisors of the County of San Diego and the San Diego County Registrar of Voters, are hereby requested and authorized to properly and lawfully hold and conduct a municipal election in the City on March 3, 2020 pursuant to the Resolution, including but not restricted to the providing and printing of ballots and polling place cards, election supplies, voting booths, flags, registration lists and any other materials and services required to lawfully conduct the election.

Section 2. Authorization to file Written Argument. The Mayor and the City Council, or their designee, are hereby authorized to prepare and file a written argument for or against the proposition to be submitted at said municipal election. All written arguments for or against the proposition shall not exceed 300 words in length and shall otherwise conform to and comply with all applicable provisions of the Ca opposition, shall be as required by the City Clerk under Section 9286 of the California Elections Code. The deadline date for the submittal of arguments, in favor or in opposition, shall be as required by the City Clerk under Section 9286 of the California Election Code.

**Resolution No. 2019 -
Page Two**

Section 3. City Attorney's Impartial Analysis. The City Clerk is hereby directed to submit to the City Attorney a certified copy of the Resolution. The City Attorney is hereby authorized and directed to prepare an impartial analysis of the proposition specified in the Resolution showing the effect of the measure on the existing law and the operation of the measure, said analysis to be submitted by the City Attorney to the City Clerk for printing before the arguments for and against the measure. The analysis shall not exceed 500 words in length and shall otherwise comply in all respects with the applicable provisions of the California Elections Code. The deadline date for submittal of the analysis shall be as required by the City Clerk.

Section 4. Appointive Power to be Vested in City Manager. In the event the measure making the offices of City Clerk and City Treasurer appointive is approved by the voters, the City Attorney is hereby directed to prepare an ordinance, to be introduced at the meeting of the City Council occurring between the date of the declaration of the election results and the date of certification of the election results by the City Council, vesting the appointive power in the City Manager.

Section 5. Consolidation; Manner of Conducting Election. The election hereby called for March 3, 2020 is hereby ordered consolidated with any other election to be held within the City on said date. The election shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted, and returned, returns canvasses, results declared, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of Section 10418 of the Elections Code and as specified herein. The Board of Supervisors of San Diego County and the San Diego County Registrar of Voters, are hereby requested to order the consolidation of the municipal election hereby called with any other election to be held within the City on said date and that said election be held in all respects as if there were only one election.

Section 6. Consolidation; Cost. The City of National City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such cost.

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

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Notice of Decision - Planning Commission approval of a Conditional Use Permit \(CUP\) for the on-site sale of beer and wine at a new restaurant \(Funky Fries and Burgers\) located at 3030 Plaza Bonita Road, Suite 1108. \(Applicant: Sebastian Hallak\) \(Case File No. 2019-25 CUP\) \(Planning\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: | November 19, 2019 |

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for the on-site sale of beer and wine at a new restaurant (Funky Fries and Burgers) located at 3030 Plaza Bonita Rd. Ste. 1108. (Applicant: Sebastian Hallak) (Case File No. 2019-25 CUP)

PREPARED BY: Chris Stanley

DEPARTMENT: Planning Division

PHONE: 619-336-4381

APPROVED BY: 

EXPLANATION:

The applicant is applying for a CUP for on-site sales of beer and wine at a new 1,739 square-foot restaurant with a 1,766 square foot covered patio. The proposed hours of alcohol sales are from 10 a.m. to 10 p.m. Sunday through Thursday and 10 a.m. to 12 a.m. Friday and Saturday. A Type 41 (On-Site Sale of Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control.

The Planning Commission conducted a public hearing on November 4, 2019. Commissioners asked questions regarding operations, sensitive uses, and hours of operation. The Commission voted to approve the CUP based on required findings and subject to Conditions of Approval.

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

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per the California Environmental Quality Act as defined in Section 15378.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

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

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use Permit.
Ayes: Natividad, Baca, Flores, Yamane, DelaPaz, Garcia, Sendt

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2019-22 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2019-25 CUP – 3030 Plaza Bonita Rd. Ste. #1108 – Overhead



ATTACHMENT 1



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

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR THE ON-SITE SALE OF BEER AND WINE AT A NEW RESTAURANT (FUNKY FRIES AND BURGERS) LOCATED AT 3030 PLAZA BONITA RD. STE. 1108

Case File No.: 2019-25 CUP

Location: Westfield Plaza Bonita Mall

Assessor's Parcel Nos.: 564-471-07

Staff report by: Chris Stanley, Assistant Planner

Applicant: Sebastian Hallak

Zoning designation: MXD-2 (Major Mixed-Use District)

Adjacent use and zoning:

- North: Single-Family Residential across Sweetwater Rd. / RS-2 (Small Lot Res.)
- East: Bonita Creek development / RS-3 (Medium-Low Den. Multi-Unit Res.)
- South: Sweetwater River Park / OS (Open Space)
- West: Interstate 805 Freeway / OS

Environmental review: Not a project per California Environmental Quality Act (CEQA) as defined in Section 15378

Staff recommendation: Approve

Staff Recommendation

Staff recommends approval of the on-site sale of beer and wine at a new restaurant, “Funky Fries and Burgers”, subject to the attached recommended conditions. The sale of alcohol is conditionally-allowed in the Major Mixed-Use District zone and would be accessory to the restaurant.

Executive Summary

The business has applied for a Conditional Use Permit (CUP) to sell beer and wine at a new restaurant (Funky Fries and Burgers). The hours for the sale of beer and wine, as proposed by the applicant, are 10 a.m. to 10 p.m. Sunday through Thursday and 10 a.m. to 12 a.m. Friday and Saturday. A Type 41 (On-Site Sale of Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

Site Characteristics

The project location is an existing 1,739 square-foot retail space with a 1,766 square-foot covered patio located at 3030 Plaza Bonita Road Suite 1108, otherwise known as the Westfield Plaza Bonita Mall. The restaurant is located on the east side of the lower level of the mall across from The Broken Yolk restaurant. The suite has entrances from the exterior and interior of the mall. The mall continues north, west, and south of the restaurant; further west is the Interstate 805 Freeway, further south is Sweetwater River Park, further east is multifamily residential, and further north is single-family residential across Sweetwater Road.

Proposed Use

The applicant is proposing to sell beer and wine at the new restaurant. The floor plan provided with this application shows eight tables with 32 chairs as well as a covered patio with 34 tables and 128 chairs. Beer and wine would be delivered to the table upon request and would only be available with the sale of food. Proposed alcohol sales hours are from 10 a.m. to 10 p.m. Sunday through Thursday and 10 a.m. to 12 a.m. Friday and Saturday. No live entertainment is proposed.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 225 occupants and owners.

Community Meeting - Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held Tuesday, October 8, 2019 at 9:00 a.m. at the subject restaurant. The meeting advertisement is attached (Attachment 7). There were nine attendees, all of who were affiliated with either the business (employees) or the mall. According to the applicant, there were no inquiries in regards to the plans or the business. The applicant also stated that the same 225 occupants and owners that were notified of the Planning Commission were notified of the community meeting.

Distance Requirements - Chapter 18.030.050 (D) of the National City Zoning Code requires a 660-foot distance from any public school; there are no schools within 660 of the site, in addition, restaurants with greater than 30% of their area devoted to seating are exempt from this distance requirement. The property in question has over 65% of its floor area devoted to seating.

Alcohol Sales Concentration/Location

Per ABC, there are currently nine on-site sale licenses in this census tract (32.04) where a maximum of four are recommended. Therefore, this census tract is considered by ABC to be over-saturated with regard to alcohol sales outlets. For reference, the on-site alcohol outlets in the census tract are:

Name	Address	License Type*	CUP	Closing Hours
Outback Steakhouse	2980 Plaza Bonita Rd.	47	Y	12:00 a.m.
Applebee's	3030 Plaza Bonita Rd. #1298	47	Y	12:00 a.m.
Red Robin	3030 Plaza Bonita Rd. #2520	47	Y	11:00 p.m.
John's Incredible Pizza	3030 Plaza Bonita Rd. #1025	41	Y	10:30 p.m.
Hooters	3030 Plaza Bonita Rd. #1430	47	Y	1:00 a.m.
Broken Yolk	3030 Plaza Bonita Rd. #1106	41	Y	10:00 p.m.
Gerry's Grill	3030 Plaza Bonita Rd. #2510	47	Y	11:00 p.m.
El Pollo Grill	3041 Bonita Rd. #105	41	-	-
N.Y. Pizzeria	3041 Bonita Rd. #107	41	-	-

* Type 41 - On-Sale of Beer and Wine

* Type 47 - On-Sale of Beer, Wine, and Liquor

Census tract 32.04 includes the area south of the Interstate 54, north of Bonita Road, west of Sweetwater Road, and east of the Interstate 805. The attached census tract map shows the location of the subject tract (Attachment 6).

Hours of Operation

The hours of operation for the existing license holders range from 6:00 a.m. to 1:00 a.m. for the varying properties. The Institute for Public Strategies (IPS) recommends that the serving of alcohol not be permitted after 10:00 p.m. The Police Department rates the sale of alcohol after 11:00 p.m. as a “three” on their rating system, which usually indicates a high risk.

Institute for Public Strategies

IPS provided comments recommending that owners, management, and staff be required to attend Responsible Beverage Sales and Service (RBSS) training as well as the sale of beer and wine ceasing by 10 p.m. The RBSS training is a standard condition of City Council Policy 707 and is included as a condition of approval.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 14 points, which places it in the Medium Risk category. Medium risk is considered 13 to 18 points (see Attachment 9).

Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Major Mixed-Use District zone pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent with the Major

Mixed-Use District land use designation contained in the Land Use and Community Character element of the General Plan. In addition, the property is not within a specific plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The building is existing and not proposed to be expanded. The proposal involves an accessory use for an existing suite. Potential development in this zone (MXD-2) was analyzed for traffic impacts during the most recent Land Use Update. Because the sale of alcohol would be accessory to the sale of food, no measurable increase in traffic is expected.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed alcohol sales would be accessory to an existing restaurant use where no expansion of the premises is proposed. The addition of alcohol sales is not expected to increase the demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available; no beer or wine will be sold after 12 a.m. and will only be available with the sale of food. In addition, all business staff is required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

Per Section 15378, the project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted by right in the mixed-use zones. Given that there is no calculable increase in traffic and no other impacts

are anticipated, staff is of the opinion that the project would not result in any physical changes to the environment.

The following two conditions are also included with alcohol CUPs:

7. The proposed use is deemed essential and desirable to the public convenience or necessity.

In this case, alcohol sales would contribute to the viability of the restaurant, an allowed use in the Major Mixed-Use District zone.

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

Findings for Denial

Due to there being other on-sale sites in the area, there are also findings for denial as follows:

1. The census tract is currently over-concentrated with seven on-sale licenses, where a maximum of four are recommended.
2. The proposed use is not deemed essential to the public necessity, as there are seven restaurants in census tract 32.04 that already serve alcohol.
3. Based on the above findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions specific to on-sale alcohol sales per City Council Policy 707 (alcohol incidental to food, hours of operation, RBSS training, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in the Major Mixed-Use District zone. The proposed use would be accessory to the existing restaurant use in a commercial area. The addition of alcohol sales is not expected to increase the

demand for parking, other services on the property, or have any significant effects on the area. Although the census tract in which the restaurant is located is over-concentrated with regard to on-sale alcohol licenses, alcohol will only be available with the sale of food. The proposed use may not be considered essential and desirable to the public convenience and necessity because seven other on-sale alcohol outlets are located at Westfield Plaza Bonita.

Options

1. Approve 2019-25 CUP subject to the conditions listed within, based on the attached findings, or findings to be determined by the Planning Commission; or
2. Deny 2019-25 CUP based on the attached finding or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Recommended Findings
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2019-25 CUP, dated 9/23/2019)
5. Public Hearing Notice (Sent to 225 property owners & occupants)
6. Census Tract & Police Beat Maps
7. Community Meeting Minutes
8. City Council Policy 707
9. Police Department Comments
10. Resolutions



CHRIS STANLEY
Assistant Planner



ARMANDO VERGARA
Director of Community Development

RECOMMENDED FINDINGS FOR APPROVAL

2019-25 CUP – 3030 Plaza Bonita Rd. Ste. 1108

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Major Mixed-Use District zone pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent with the Major Mixed-Use District land use designation contained in the Land Use and Community Character element of the General Plan. In addition, the property is not within a specific plan area.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the building is existing and not proposed to be expanded. The proposal involves an accessory use for an existing suite. Potential development in this zone (MXD-2) was analyzed for traffic impacts during the most recent Land Use Update. Because the sale of alcohol would be accessory to the sale of food, no measurable increase in traffic is expected.
4. The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints because the proposed alcohol sales would be accessory to an existing restaurant use where no expansion of the premises is proposed. The addition of alcohol sales is not expected to increase the demand for parking on the property.
5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available; no beer or wine will be sold after 12 1.m. and will only be available with the sale of food. In addition, all business staff is required to receive RBSS training.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act because per Section 15378, the project is not

considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted by right in the mixed-use zones. Given that there is no calculable increase in traffic and no other impacts are anticipated, staff is of the opinion that the project would not result in any physical changes to the environment.

7. The proposed use is deemed essential and desirable to the public convenience or necessity because alcohol sales would contribute to the viability of the restaurant, an allowed use in the Major mixed-Use District zone.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

RECOMMENDED FINDINGS FOR DENIAL

2019-25 CUP – 3030 Plaza Bonita Rd. Ste. 1108

1. The census tract is currently over-concentrated with seven on-sale licenses, where a maximum of four are recommended.
2. The proposed use is not deemed essential to the public necessity, as there are seven restaurants in census tract 32.04 that already serve alcohol.
3. Based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED CONDITIONS OF APPROVAL

2019-25 CUP – 3030 Plaza Bonita Rd. Ste. 1108

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a new restaurant located at 3030 Plaza Bonita Rd. Ste. 1108. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2019-25 CUP, dated 9/23/2019.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

6. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

7. The sale of alcoholic beverages shall be permitted only between the hours of 10 a.m. to 10 p.m. Sunday through Thursday and 10 a.m. to 12 a.m. Friday and Saturday
8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
9. Alcohol shall be available only in conjunction with the purchase of food.
10. Permittee shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages shall be consumed inside the restaurant or patio area and shall not be taken off-premises.
11. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.



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

NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT FOR THE ON-SITE SALE OF BEER AND WINE AT
A NEW RESTAURANT (FUNKY FRIES AND BURGER) LOCATED AT
3030 PLAZA BONITA RD. STE. 1108
CASE FILE NO.: 2019-25 CUP
APN: 564-471-07

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, November 4, 2019**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Sebastian Hallak)

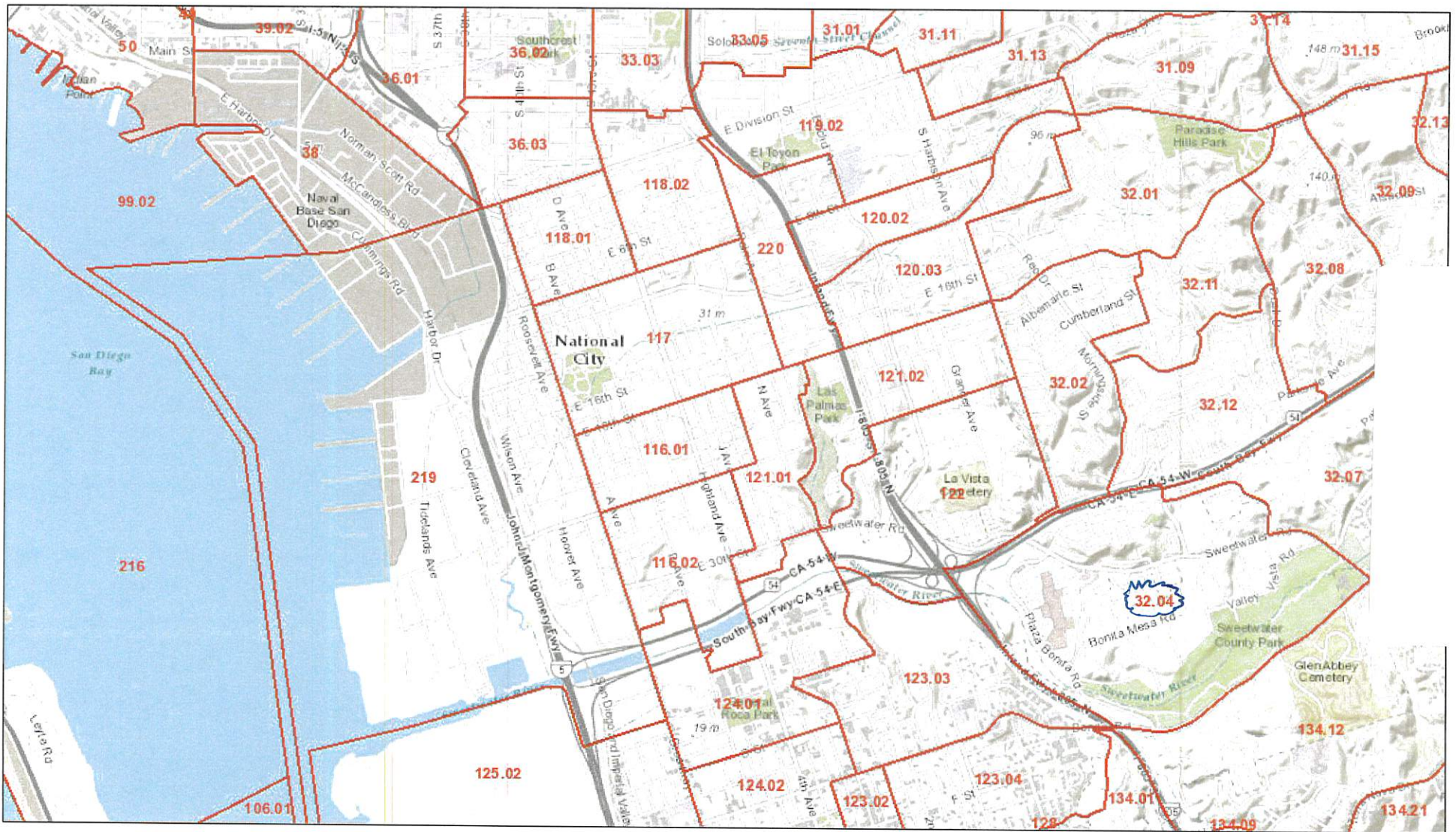
This application has been submitted for Planning Commission consideration. The project site is a new restaurant in the Major Mixed-Use District (MXD-2) zone. The applicant is proposing to sell beer and wine for on-site consumption (Type 41 License) in the 1,750 square-foot commercial space. The proposed alcohol sales hours are 10:00 a.m. to 10:00 p.m. Sunday through Thursday and 10:00 a.m. to 12:00 a.m. Friday and Saturday.

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received on or before 12:00 p.m., **November 4, 2019** by the Planning Division, who can be contacted at 619-336-4310 or planning@nationalcityca.gov.


If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION

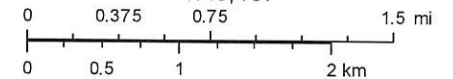
ARMANDO VERGARA
Director of Community Development



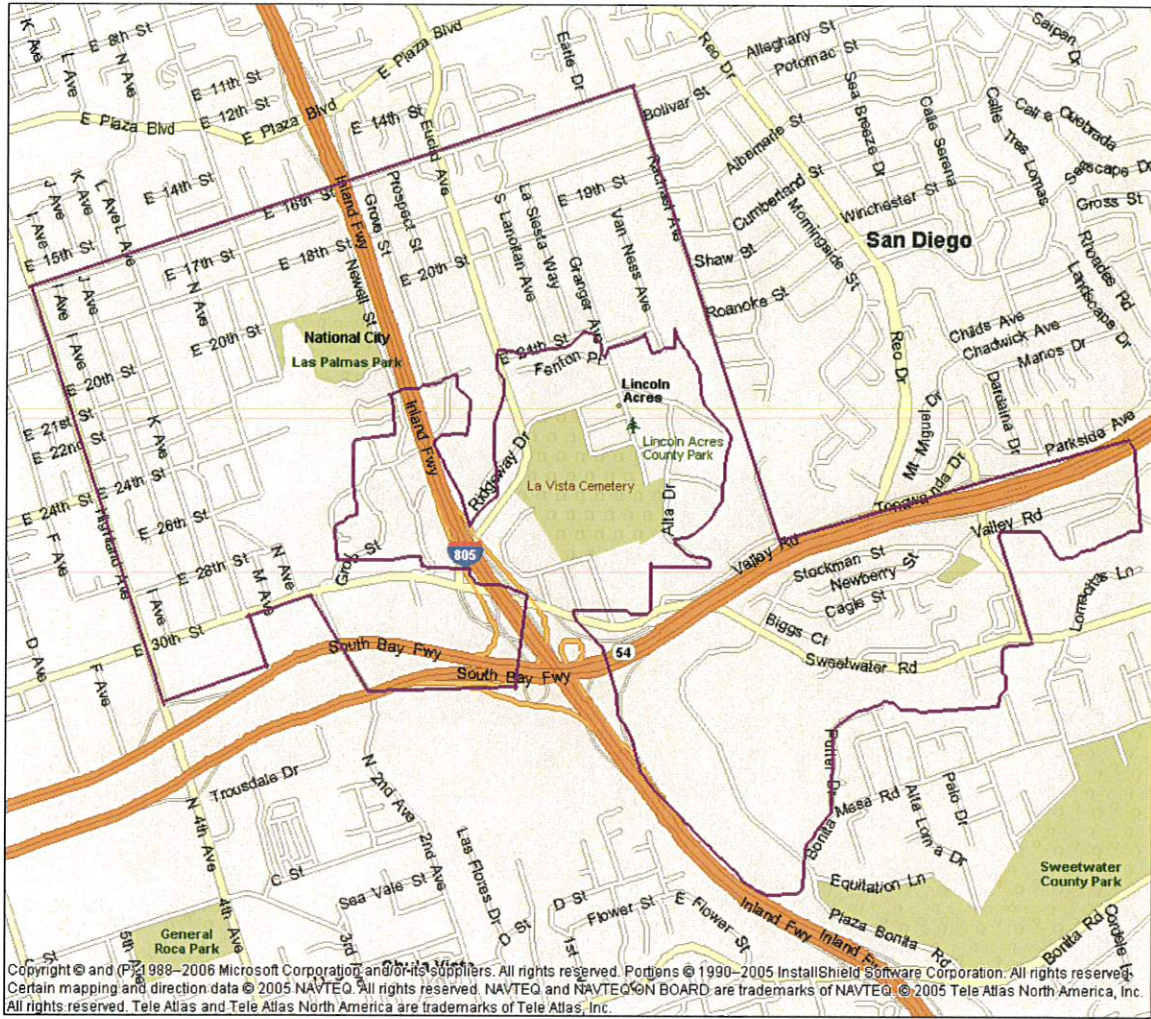
August 25, 2014

 CensusTracts 2010

1:45,467



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



City of National City Beat 23

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

FUNKY FRIES & BURGERS CUP APPLICATION FOR ALCOHOL USE

OCTOBER 8, 2019

COMMUNITY MEETING MINUTES

- The Community Meeting for Funky Fries & Burgers CUP Application was held on October 8, 2019.
- The meeting began at 9:00 am and ended at 10:30am. The CUP plans were available for viewing, and both the architect, Katherine Baker, and the business owner, Sebastian Hallak, were present.
- Family members showed up to support the CUP application. Employees and other mall employees were also there in support.
- There were no inquiries regarding the plans or the operations of the business.
- No one showed up to the meeting in opposition of the CUP application.
- The sign-in sheet has the names of all people who came to the meeting.

This concludes the meeting minutes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katherine Baker', with a long horizontal flourish extending to the right.

Katherine Baker

Baker Architecture

CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process
and Alcohol Conditional Use Permit Standards

POLICY
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR
REVISED: July 17, 2018

Page 1 of 5

PURPOSE/BACKGROUND:

To streamline the process of alcohol license application review to ensure timely staff responses and/or protests to the Department of Alcoholic Beverage Control regarding these applications.

The City Municipal Code requires Conditional Use Permits for the sale of alcohol. Such land use regulation is designed to ensure that the health, safety and welfare of the community does not become negatively impacted. In order to minimize any potential adverse effects of alcohol sales for both on and off-site consumption, including public drunkenness, disorderly conduct, illegal sales or domestic violence, the City adopts conditions of approvals and enact policies designed to protect the public from such effects. The following sets forth the City Council's policy on the applicable alcohol standards for Conditional Use Permit applications for both on and off-sale alcohol sales, as well as the Department of Alcoholic Beverage Control application notification requirements.

POLICY:

The Department of Alcoholic Beverage Control (ABC) sends copies of all alcoholic beverage license applications to the Police Department. The City has thirty days from the date of the ABC mailing to provide comments to the ABC. If no protests are received within that time period, the ABC issues the license.

The Police Department is responsible for ensuring that an appropriate Conditional Use Permit (CUP) exists for the applicant business. If such a CUP exists, the copy of the application is simply filed by the Police Department in the existing file with the notation that there were no objections to the issuance of the license. If it is a new (in the case of an "original" license application) or expanding business or one seeking a license to effect a premises transfer, and no CUP exists, the Police Department is responsible for sending a letter to the ABC protesting the issuance of the license until a CUP is issued by the City.

Whenever such a protest letter is sent to the ABC, that agency notifies the applicant that they must begin the process of obtaining a CUP with the City's Planning Division and that the issuance of the alcoholic beverage license will be delayed until such time as the protest is withdrawn.

CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process
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ADOPTED: November 12, 1991

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REVISED: July 17, 2018

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Once a CUP has been issued, the Planning Division notifies the Police Department of that issuance and it is then the responsibility of the Police Department to notify the ABC that the protest is withdrawn.

The CUP application, approval and issuance process is such that it provides all the checks, balances and controls necessary to ensure that businesses seeking alcoholic beverage licenses are in compliance with local standards.

These conditions of approval shall apply to all new Conditional Use Permits (CUPs) for the sale of alcohol for on and/or off-site consumption and modifications of existing CUPs for such sales as specified by the preceding parenthetical references with each condition. These references specify to which type of alcohol CUP being applied for the conditions would apply to – on-sale (restaurant, bar, etc) or off-sale (market, grocery store, etc). Regulation of these conditions and allowances shall be enforced through the Conditional Use Permit process, specifically conditions of approval to read as follows:

1. **(off-sale alcohol)** The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
2. **(off-sale alcohol)** No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
3. **(off-sale alcohol)** No sale of wine shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
4. **(off-sale alcohol)** Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
5. **(off-sale alcohol)** The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
6. **(off-sale alcohol)** All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.

CITY COUNCIL POLICY

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ADOPTED: November 12, 1991

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

CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process
and Alcohol Conditional Use Permit Standards

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ADOPTED: November 12, 1991

AMENDED OR
REVISED: July 17, 2018

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- of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

14. **(on-sale alcohol)** The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
15. **(on-sale alcohol)** Alcohol shall be available only in conjunction with the purchase of food.
16. **(on-sale alcohol with patio)** Permittee shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages must be consumed inside the restaurant or patio area and may not be taken off-premises.
17. **(tasting rooms)** The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to tasting rooms.
18. **(tasting rooms)** Sales of sealed bottles or containers (commonly known as growlers) for off-site consumption of the product manufactured by the master licensee may be sold and/or consumed at this location.
19. **(tasting rooms)** Hours of operation of tasting rooms shall be limited to between 10:00 a.m. to 10:00 p.m. with last call being at 9:00 p.m.
20. **(tasting rooms)** With the submittal of a business license for a tasting room, the Police Department shall provide an ABC Risk Assessment for each business applicant that indicates whether the business is considered a low, medium, or high risk. In the event that a risk assessment for the business allocates or more than 15 points, no business license shall be issued without the issuance of a Conditional Use Permit.

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The sale of three-packs of 24-oz cans of beer shall apply retroactively to all existing off-sale CUPs where a condition exists limiting sales to no less than six-pack quantities. However, business wishing to avail themselves of this modification must conform with all regulations of the Department of Alcoholic Beverage Control (ABC).

The Council may, at its sole discretion, choose to waive or modify any of the above conditions.



NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 10/01/2019

BUSINESS NAME: Funky Fries & Burgers

ADDRESS: 3030 Plaza Bonita Road, Suite 1108

OWNER NAME: Sebastian Hallak DOB: 05/20/1987

OWNER ADDRESS: 10476 Magical Waters Ct, Spring Valley

(add additional owners on page 2)

I. Type of Business

- Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation

- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment

- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate

- Low (1 pt)
- Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

Notes:

II. Applicant will close business after
11 on Friday and Saturday.

V. Tract 32.04 allows for 4 on sale licenses.
There are currently 9 active.

VI. Calls for Service at Location (for previous 6 months)

- Below (1 pt)
- Average (2 pts)
- ✓ Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- ✓ Mostly commercial businesses (1 pt)
- Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk (12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts) Total Points <u>14</u>
--

VIII. Owner(s) records check

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

OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

Recommendation:

Completed by: W. Walters Badge ID: 398

RESOLUTION NO. 2019-22

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
APPROVING A CONDITIONAL USE PERMIT FOR ON-SITE ALCOHOL SALES AT
A NEW RESTAURANT LOCATED AT 3030 PLAZA BONITA ROAD SUITE 1108
CASE FILE NO. 2019-25 CUP
APN: 564-471-07

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the on-site sale of beer and wine at a new restaurant for a property located at 3030 Plaza Bonita Road Ste. 1108 at a duly advertised public hearing held on November 4, 2019, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2019-25 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

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

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Major Mixed-Use District zone pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent with the Major Mixed-Use District land use designation contained in the Land Use and Community Character element of the General Plan. In addition, the property is not within a specific plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the building is existing and not proposed to be expanded. The proposal involves an accessory use for an existing suite. Potential development in this zone (MXD-2) was analyzed for traffic impacts during the most recent Land Use Update. Because the sale of alcohol would be accessory to the sale of food, no measurable increase in traffic is expected.
4. The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints because the proposed alcohol sales would be accessory to an existing restaurant use where no expansion of the premises is proposed. The addition of alcohol sales is not expected to increase the demand for parking on the property.
5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available; no beer or wine will be sold after 12 a.m. and will only be available with the sale of food. In addition, all business staff is required to receive RBSS training.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act because per Section 15378, the project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted by right in the mixed-use zones. Given that there is no calculable increase in traffic and no other impacts are anticipated, staff is of the opinion that the project would not result in any physical changes to the environment.
7. The proposed use is deemed essential and desirable to the public convenience or necessity because alcohol sales would contribute to the viability of the restaurant, an allowed use in the Major mixed-Use District zone.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

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

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a new restaurant located at 3030 Plaza Bonita Rd. Ste. 1108. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2019-25 CUP, dated 9/23/2019.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

6. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
7. The sale of alcoholic beverages shall be permitted only between the hours of 10 a.m. to 10 p.m. Sunday through Thursday and 10 a.m. to 12 a.m. Friday and Saturday

8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
9. Alcohol shall be available only in conjunction with the purchase of food.
10. Permittee shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages shall be consumed inside the restaurant or patio area and shall not be taken off-premises.
11. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.

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

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

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

AYES: Natividad, Baca, Flores, Sendt, Yamane, Garcia, Dela Paz

NAYS: None.

ABSENT: None.

ABSTAIN: None.



CHAIRPERSON



City of National City
Engineering

completion of forms I-1 and I-2

Construction Storm Water BMP Notes

- All applicable construction BMPs and non-storm water discharge BMPs shall be implemented in accordance with the City of National City minimum BMP requirements included in the National City Municipal Code and the City of National City Jurisdictional Runoff Management Program (JRMP). All storm water BMPs shall be maintained for the duration of the project.
- Erosion control BMPs shall be implemented for all portions of the project area in which no work has been done or is planned to be done over a period of 14 or more days. All onsite drainage pathways that convey concentrated flows shall be stabilized to prevent erosion.
- Run-on from areas outside the project area shall be diverted around work areas to the extent feasible. Run-on that cannot be diverted shall be managed using appropriate erosion and sediment control BMPs.
- Sediment control BMPs shall be implemented, including providing fiber rolls, gravel bags, or other equally effective BMPs around the perimeter of the project to prevent transport of soil and sediment offsite. Any sediment tracked onto offsite paved areas shall be removed via sweeping at least daily. All BMPs shall be installed and maintained in accordance with the applicable CASQA fact sheets.
- Trash and other construction wastes shall be placed in a designated area at least daily and shall be disposed of in accordance with applicable requirements.
- Materials shall be stored to avoid being transported in storm water runoff and non-storm water discharges. Concrete washout shall be directed to a washout area designed in accordance with CASQA standards; concrete shall not be washed out to the ground.
- Stockpiles and other sources of pollutants shall be covered when the chance of rain within the next 48 hours is at least 50%.

The following post-construction (permanent) BMP notes listed shall be added to the site plan for all Standard Projects, except where not applicable and feasible as determined by the City of National City.

Permanent Storm Water BMP Notes

- Landscaped areas shall be designed in accordance with Water Efficient Landscape Ordinance requirements.
- Roof drainage shall be directed to landscaped areas or rain barrels.
- Walkways shall be designed to drain to adjacent landscaped or natural areas or constructed using permeable materials.
- Streets, sidewalks, and parking lot aisles shall be constructed to the minimum width necessary, provided public safety is not compromised.
- Existing trees and natural areas, including but not limited to natural water bodies and natural storage reservoirs or drainage corridors (e.g., topographic depressions, natural swales, and areas of naturally permeable soils), shall be conserved or otherwise protected to the extent feasible.

For additional information please visit:
<http://www.nationalcity.gov/index.aspx?page=568>

2

February 2016



City of National City
Engineering

- The impervious footprint, including roofed areas and paved areas, of the project shall be minimized to the extent applicable and feasible.
- Dumpsters, other trash receptacles, and waste cooking oil containers shall be stored inside buildings or in four-sided enclosures with a structural overhead canopy designed to prevent precipitation from contacting materials stored in the enclosure.
- Onsite storm drains shall be stenciled or otherwise permanently labeled with "No Dumping, Drains to Ocean" or other equivalent language approved by the City.
- Outdoor material storage areas and outdoor work areas shall be protected from rainfall, run-on, and wind dispersal.

For additional information please visit:
<http://www.nationalcity.gov/index.aspx?page=568>

3

February 2016

CONDITIONAL USE PERMIT FOR:

FUNKY'S FRIES & BURGERS

WESTFIELD PLAZA BONITA SPACE #1108

PROJECT INFORMATION

EXISTING MAIL BUILDING DATA:
CONSTRUCTION TYPE: TYPE V-B, FULLY SPRINKLERED
TWO STORIES
YEAR OF CONSTRUCTION: 1981
PROJECT ADDRESS:
WESTFIELD PLAZA BONITA
3030 PLAZA BONITA RD. SPACE #1108
NATIONAL CITY, CA 91950

PROJECT DATA:
EXISTING RESTAURANT LEASE SPACE
EXISTING OCCUPANCY GROUP: A-2, RESTAURANT
EXISTING LEASABLE FLOOR AREA: 1,739 S.F.
EXISTING NET INTERIOR FLOOR AREA: 1,613 S.F.
EXISTING COVERED DINING PATIO AREA: 1,766 S.F.

PROJECT DESCRIPTION:
CONDITIONAL USE PERMIT FOR ALCOHOLIC BEVERAGE SALES ON THE PREMISES.

OCCUPANT LOAD: 62 OCC. INTERIOR
129 OCC. EXTERIOR PATIO
(SEE SHEET EX FOR CALCULATION)

APPLICABLE CODES:
2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA FIRE CODE
2016 CALIFORNIA GREEN CODE

CONTACTS

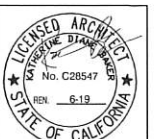
TENANT:
FUNKY'S FRIES & BURGERS
101 W. WASHINGTON AVE
EL CAJON, CA 92020
CONTACT: SEBASTIAN HALLAK
PHONE: (619) 727-0496
sebastianhallak@gmail.com

ARCHITECT & MEP:
BAKER ARCHITECTURE
4080 CENTRE STREET #203
SAN DIEGO, CA 92103
CONTACT: TONY KERLESHI
PHONE: (619) 358-9225
tony@bakerarchitecture.com

LANDLORD:
WESTFIELD PLAZA BONITA MALL
3030 PLAZA BONITA ROAD
NATIONAL CITY, CA 91950
CONTACT:
PHONE: (619) 544-8100

DRAWING INDEX

ARCHITECTURAL
T1 COVER SHEET
A0 SITE PLAN
A1 FLOOR PLAN,
A2 EXTERIOR PATIO ELEVATIONS



BAKER [B] [a]
architecture

4080 CENTRE ST, STE #203
SAN DIEGO, CA 92103
TEL: (619) 281-5937
www.bakerarchitecture.com

REV	DATE	BY	DESCRIPTION
1			
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REVISION SCHEDULE

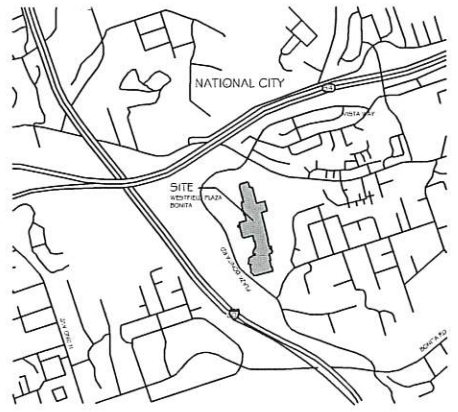
CONDITIONAL USE PERMIT
FUNKY'S FRIES & BURGERS
WESTFIELD PLAZA BONITA
3030 PLAZA BONITA RD. #1108- NATIONAL CITY, CA

EXHIBIT: A
CASE FILE NO.: 2019-25 CUP
DATE: 9-23-19

FIRE DEPARTMENT NOTES

- EXIT SIGNS MUST BE INTERNALLY ILLUMINATED. (2016 CFC & CBC SEC. 1013.3)
- PROVIDE TWO SEPARATE SOURCES OF POWER FOR EXIT SIGNS CONFORMING TO 2016 CFC & CBC 1013.6.3
- THE MEANS OF EGRESS INCLUDING THE EXIT DISCHARGE SHALL BE ILLUMINATED AT ALL TIMES. THE EGRESS ILLUMINATION LEVEL SHALL BE 1 FOOTCANDLE (MIN.) & THE MEANS OF ILLUMINATION SHALL BE PROVIDED WITH A 90 MINUTE EMERGENCY BACK-UP POWER SUPPLY SOURCE. (CBC 1008)
- EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. DOORS SHALL NOT BE PROVIDED WITH THUMB-TURN LOCKS OR DEADBOLTS THAT DO NOT UNLATCH IN TANDEM WITH THE NORMAL OPERATING LEVER. RATED DOORS SHALL BE SELF-CLOSING AND LATCHING; SUCH DOORS SHALL NOT BE EQUIPPED WITH DOOR STOPS OR OTHERWISE PROPPED OPEN.
- HVAC UNITS EXCEEDING A 2,000 CFM CAPACITY SHALL BE PROVIDED WITH A DUCT SMOKE DETECTOR. THIS DETECTOR SHALL SHUT DOWN ONLY THE AFFECTED INDIVIDUAL HVAC UNIT UPON SMOKE DETECTION. THIS DETECTOR MUST ALSO BE INTERFACED TO AN EXISTING FIRE ALARM SYSTEM. THE DETECTOR SHALL ONLY PROVIDE A SUPERVISORY SIGNAL AT THE FIRE ALARM PANEL UPON SMOKE DETECTION.
- PROVIDE A MINIMUM OF ONE 2A10BC CLASSIFICATION FIRE EXTINGUISHER WITHIN 75 FEET TRAVEL DISTANCE FOR EACH 3,000 SQUARE FEET, OR PORTION THEREOF, ON EACH FLOOR. (CFC 906)
- COMPLETE PLANS & SPECIFICATIONS FOR FIRE EXTINGUISHING SYSTEMS, INCLUDING AUTOMATIC SPRINKLERS & WET & DRY STANDPIPES, HALON SYSTEMS & OTHER SPECIAL TYPES OF AUTOMATIC FIRE EXTINGUISHING SYSTEMS, BASEMENT PIPE INLETS & OTHER FIRE PROTECTION SYSTEMS & APPURTENANCES THEREOF SHALL BE SUBMITTED TO THE BUILDING DEPT. FOR REVIEW & APPROVAL PRIOR TO INSTALLATION. (CFC 901.2)
- BUILDINGS UNDERGOING CONSTRUCTION, ALTERATION OR DEMOLITION SHALL BE IN ACCORDANCE WITH 2016 CFC CHAPTER 33 (FIRE SAFETY DURING CONSTRUCTION & DEMOLITION) & CHAPTER 35 (WELDING & OTHER HOT WORK)
- DURING CONSTRUCTION, AT LEAST ONE FIRE EXTINGUISHER SHALL BE PROVIDED ON EACH FLOOR LEVEL AT EACH STAIRWAY, IN ALL STORAGE & CONSTRUCTION SHEDS, IN LOCATIONS WHERE FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED OR USED, AND WHERE OTHER SPECIAL HAZARDS ARE PRESENT PER CFC SECTION 3315.1
- DECORATIVE MATERIALS SHALL BE MAINTAINED IN A FLAME RETARDANT CONDITION. (TITLE 19, SECTION 3.05, 3.21, CFC 804, 806, 807)
- FIRE EXTINGUISHING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CFC 903 AND COMPLY WITH STANDARDS OF 903.3.
- ALL VALVES CONTROLLING THE WATER SUPPLY FOR AUTOMATIC SPRINKLER SYSTEMS AND WATER FLOW SWITCHES ON ALL SPRINKLER SYSTEMS SHALL BE ELECTRICALLY MONITORED WHERE THE NUMBER OF SPRINKLER IS 20 OR MORE. (CFC 903.4)
- INSTALLATION OF FIRE ALARM SYSTEMS SHALL BE IN ACCORDANCE WITH CFC 907.
- COMPLETE PLANS & SPECIFICATIONS FOR FIRE ALARM SYSTEMS SHALL BE SUBMITTED TO THE BUILDING DEPT. FOR REVIEW & APPROVAL PRIOR TO INSTALLATION. (CFC 907.1)

VICINITY MAP





BAKER [B] [a]
architecture

4080 CENTRE ST., STE #203
SAN DIEGO, CA 92103
TEL: (619) 281-5897
www.bakerarchitecture.com

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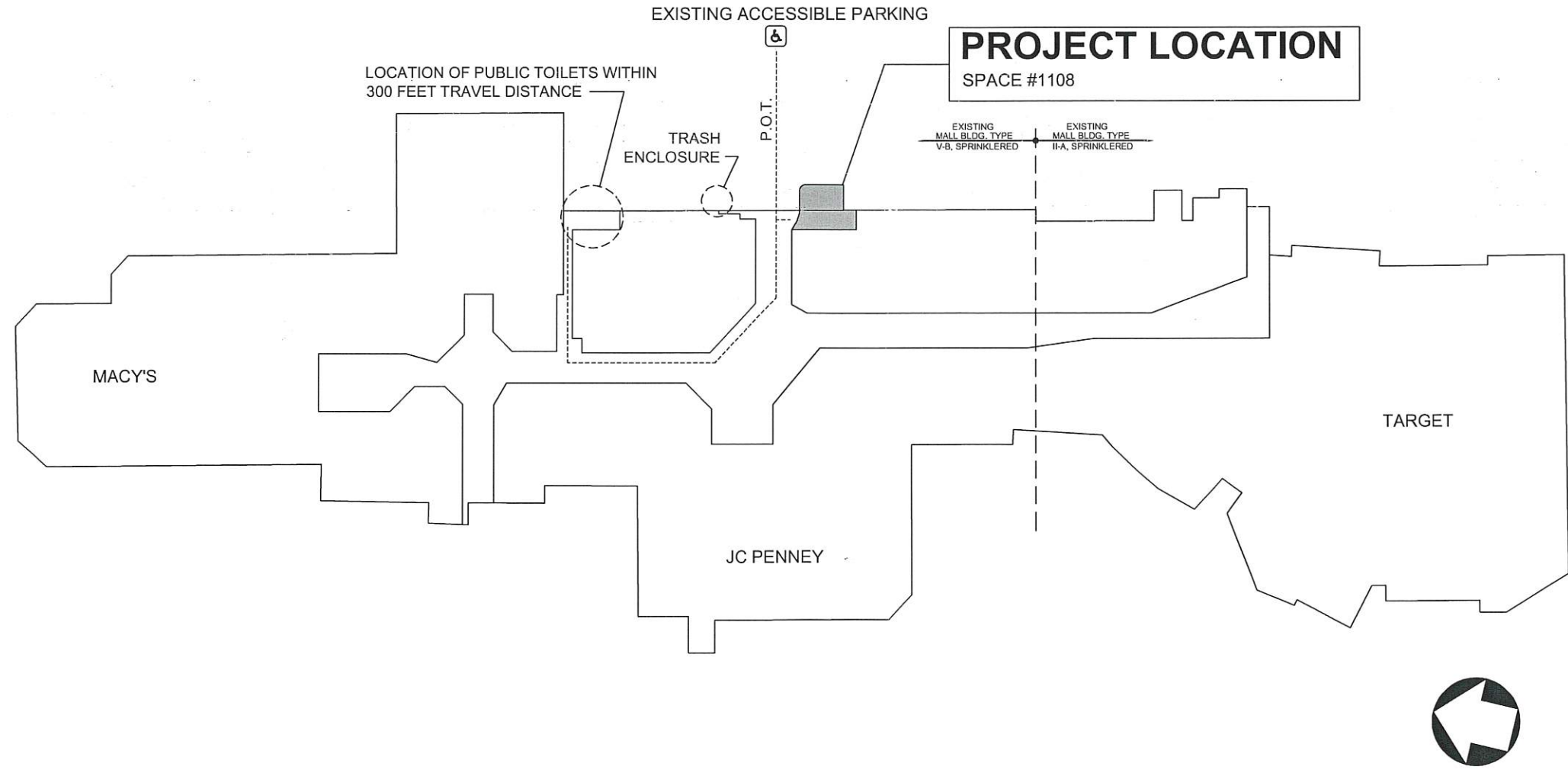
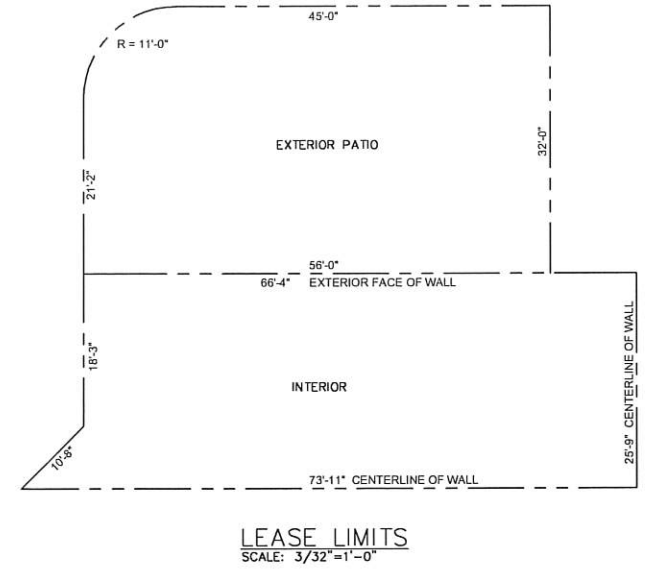
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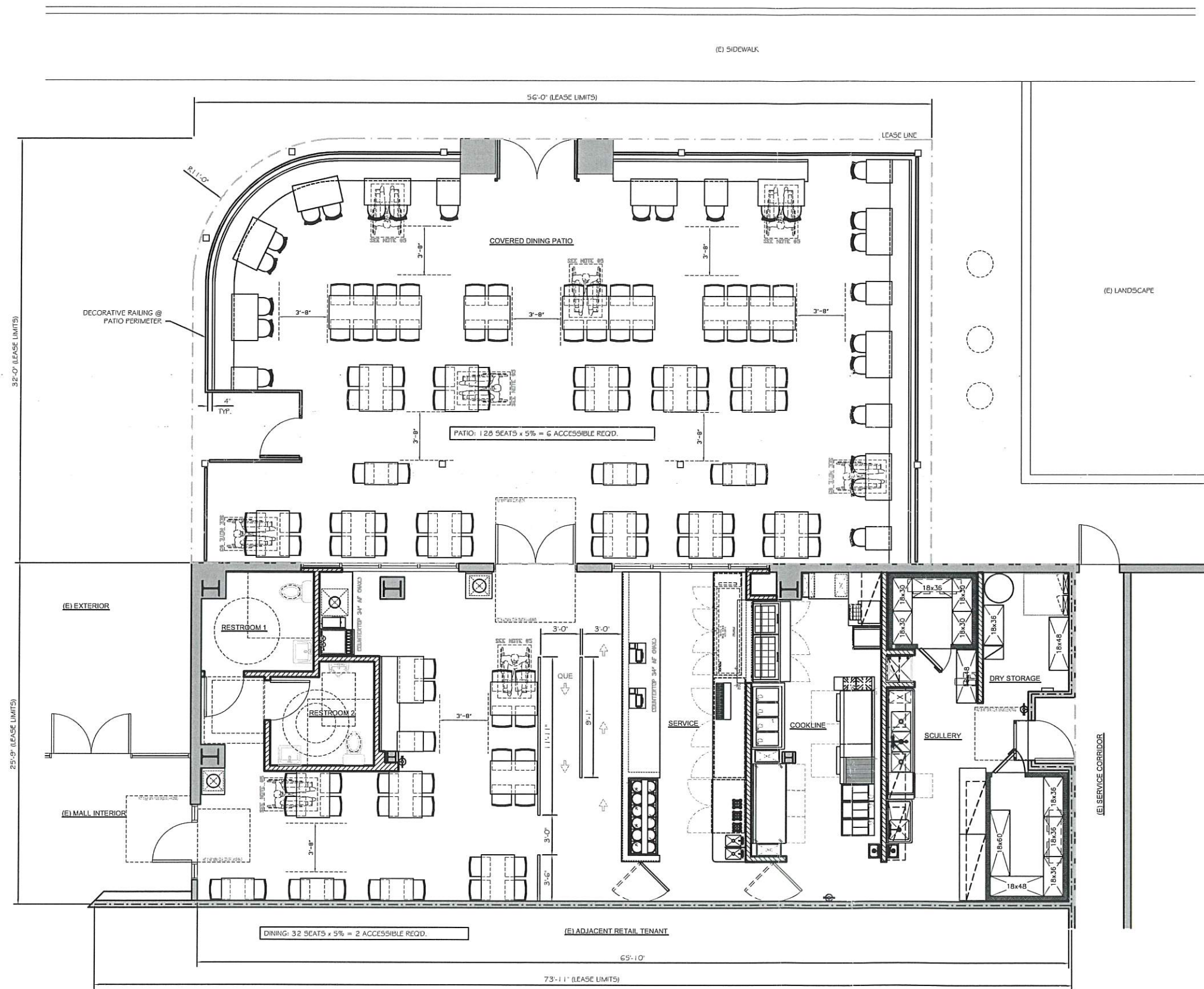
PROJECT # 19068

CONDITIONAL USE PERMIT
FUNKY'S FRIES & BURGERS
 WESTFIELD PLAZA BONITA
 3030 PLAZA BONITA RD. #1108- NATIONAL CITY, CA

DATE: 8/30/19

AD





(E) SIDEWALK

56'-0" (LEASE LIMITS)

LEASE LINE

DECORATIVE RAILING @ PATIO PERIMETER

COVERED DINING PATIO

PATIO: 125 SEATS x 5% = 6 ACCESSIBLE REQD.

(E) LANDSCAPE

RESTROOM 1

RESTROOM 2

SERVICE

COOKLINE

SCULLERY

DRY STORAGE

(E) SERVICE CORRIDOR

DINING: 32 SEATS x 5% = 2 ACCESSIBLE REQD.

(E) ADJACENT RETAIL TENANT

73'-1 1/2" (LEASE LIMITS)

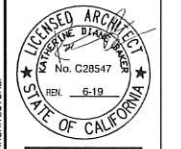
65'-10"

32'-0" (LEASE LIMITS)

25'-5" (LEASE LIMITS)

(E) EXTERIOR

(E) MALL INTERIOR



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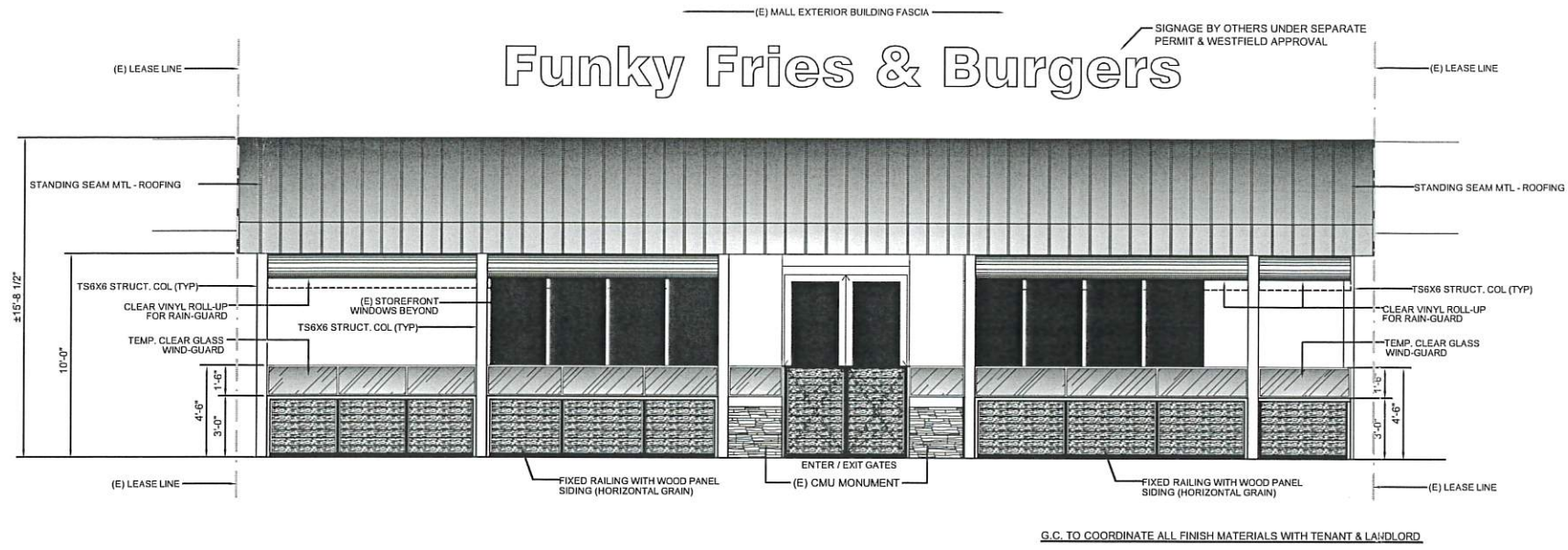
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PROJECT # 19068

CONDITIONAL USE PERMIT
FUNKY'S FRIES & BURGERS
 WESTFIELD PLAZA BONITA
 3030 PLAZA BONITA RD. #1108- NATIONAL CITY, CA

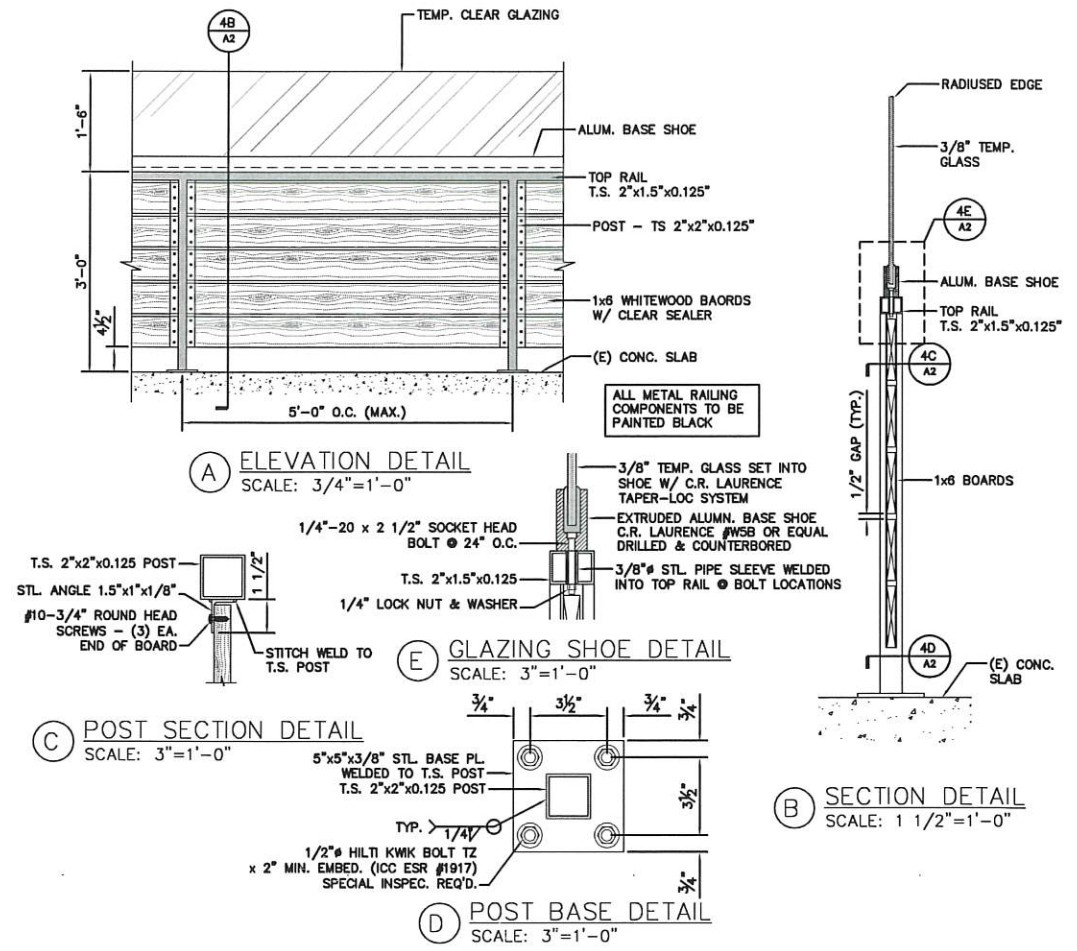
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A1



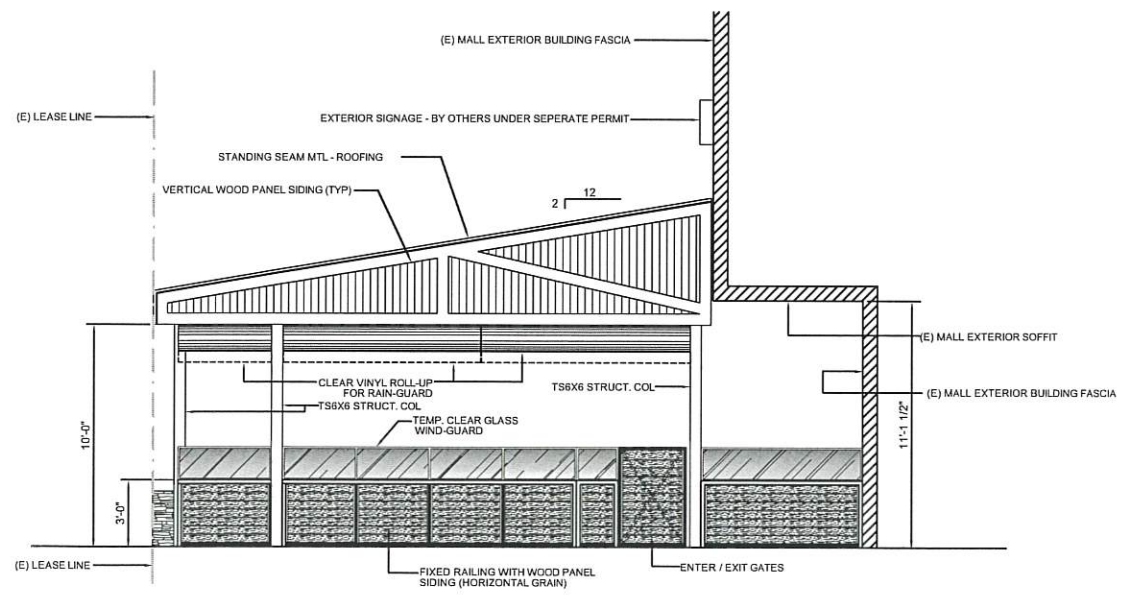
1 PROPOSED PATIO ELEVATION

SCALE: 1/4"=1'-0"



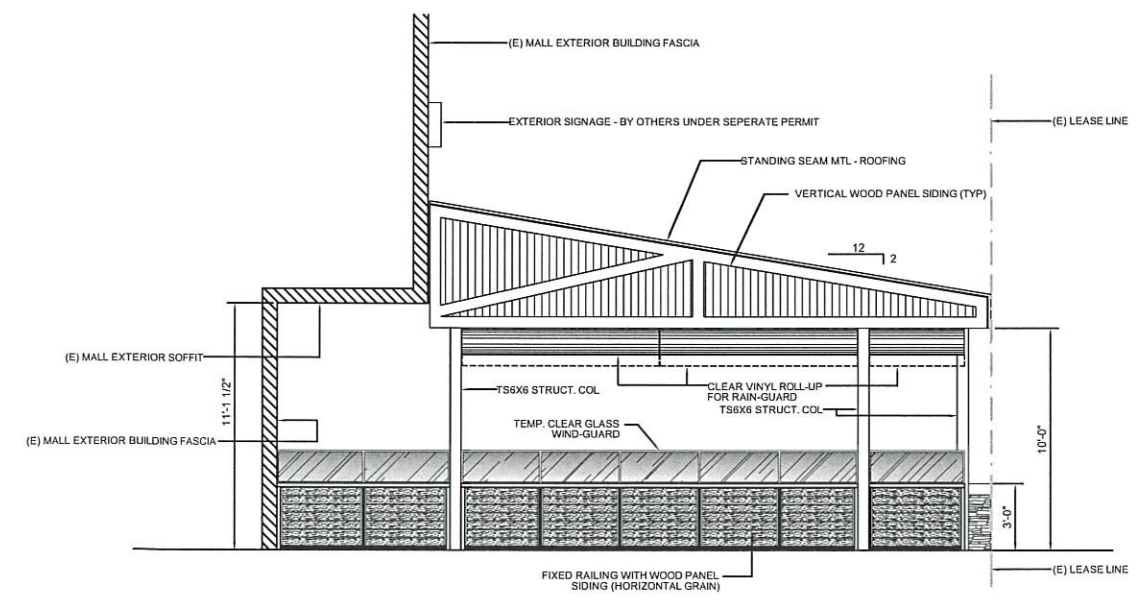
4 PATIO RAILING DETAILS

SCALE:



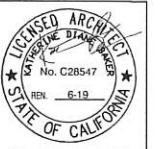
2 PROPOSED PATIO ELEVATION

SCALE: 1/4"=1'-0"



3 PROPOSED PATIO ELEVATION

SCALE: 1/4"=1'-0"



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REVISION	SCHEDULE	REV	DATE	DESCRIPTION
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2				
3				
4				

PROJECT # 19068

CONDITIONAL USE PERMIT
FUNKY'S FRIES & BURGERS
 WESTFIELD PLAZA BONITA
 3030 PLAZA BONITA RD. #1108- NATIONAL CITY, CA

DATE: 8/30/19

A2

The following page(s) contain the backup material for Agenda Item: [Report to the City Council on the Certification of Sufficiency of Signatures on a Voter Referendum to repeal Ordinance No. 2019-2463. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Report to the City Council on the Certification of the Sufficiency of Signatures on a Voter Referendum to repeal Ordinance No. 2019-2463. (City Clerk)

PREPARED BY: Michael R. Dalla |

DEPARTMENT: City Clerk

PHONE: (619) 336-4226 |

APPROVED BY:  _____

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Direct the City Attorney to prepare all Resolutions necessary to place the Referendum on the March 3rd, 2020 Ballot for City Council action at their next meeting.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Explanation.

EXPLANATION

A voter Referendum Petition regarding Ordinance No. 2019-2463 (the retail sale of dogs, cats, and rabbits) was turned in to the City Clerk’s Office on October 2, 2019.

The Registrar of Voters (ROV) undertook the verification of signatures on behalf of the City and has certified that the Referendum Petition **did contain sufficient valid signatures**.

Registrar of Voters Certification of Results

Number of signatures submitted	3450
Number of signatures verified	3429
Number of signatures found to be valid	2507
Number of signatures found not to be valid	922
Number of signatures required for qualification	2507

ACTION TO BE TAKEN

When a Referendum Petition contains sufficient valid signatures, the Elections Code provides that the City Council either:

- (a) Repeal the Ordinance; or
- (b) Submit the Ordinance, without alteration, to the voters at the next regular municipal election. National City’s next regular municipal election will be on March 3, 2020.

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 Executive Director to execute an Exclusive Negotiation Agreement by and between the Community Development Commission-Housing Authority of the City of National City, Community HousingWorks, and Centro De La Salud De La Comunidad de San Ysidro, Inc. \(San Ysidro Health\) for the development of the Kimball Highland Master Plan that includes up to 90 affordable housing units and a new Kimball Senior Center on a Housing Authority parcel located at 1221 "D" Avenue; up to 115 affordable housing units and a Program of All-Inclusive Care for the Elderly \(PACE\) Center on a privately owned parcel located at 1320 Highland Avenue; and other public improvements. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 19, 2019

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute an Exclusive Negotiating Agreement by and between the Community Development Commission-Housing Authority of the City of National City, Community HousingWorks, and Centro De La Salud De La Comunidad de San Ysidro, Inc. (San Ysidro Health) for the development of the Kimball Highland Master Plan that includes up to 90 affordable housing units and a new Kimball Senior Center on a Housing Authority parcel located at 1221 D Avenue; up to 115 affordable housing units and a Program of All-Inclusive Care for the Elderly (PACE) Center on a privately owned parcel located at 1320 Highland Avenue; and other public improvements.

PREPARED BY: Carlos Aguirre, Director

DEPARTMENT: Housing Authority

PHONE: 619-336-4391

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Pursuant to the ENA, each party will be responsible for their own costs. The Housing Authority has budgeted \$15,000.00 for consultant services needed during the negotiation period in the Low & Mod Income Housing Asset Fund account 532-419-462-213-0000 Professional Services.

ENVIRONMENTAL REVIEW:

Certain state and local requirements (including but without limitation, the California Environmental Quality Act of 1970) may be applicable to the proposed Project. Pursuant to such requirements, certain environmental documents may be required to be prepared and certified for the Project.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Explanation
2. Project Presentation
3. Exclusive Negotiating Agreement
4. Resolution

Kimball Highland Master Plan **Consideration of Proposed ENA**

Background

Proposed is consideration of an agreement for the Community Development Commission-Housing Authority of the City of National City (“Housing Authority”) to work with a nonprofit affordable housing developer and a nonprofit health provider in development of a master plan concept, called the Kimball Highland Master Plan. The proposed master plan site implements and supports the urban village concept of creating resilient, age-friendly cities that include the social and physical infrastructure for healthy aging, including affordable housing, amenities including parks, libraries, and senior centers, plus access to full service health facilities and transit.

Located across from Kimball Park, adjacent to the Kimball Tower and Morgan Tower senior affordable housing recently sold to a partnership led by Community HousingWorks, the conceptual master plan includes several sites for a phased master development, including: 1) the approximate 1.73 acre Housing Authority owned site of the current Senior Center at the corner of East 12th Street and D Avenue; 2) Approximately 1.51 acres adjacent to Kimball Way, immediately adjacent to Kimball Tower, which Community HousingWorks has under site control through a Purchase Agreement with the private owner; and 3) public infrastructure including a portion of Kimball Way.

Exclusive Negotiation Agreement (ENA)

For consideration is an Exclusive Negotiation Agreement (“ENA”) between the following parties:

- The Community Development Commission-Housing Authority of the City of National City (“Housing Authority”);
- Community HousingWorks (“CHW”) in the role of Developer/Owner, as well as the current owner of adjacent Kimball Tower and Morgan Tower affordable housing, plus future owner, through a Purchase and Sale Agreement, of an adjacent parcel bordering Kimball Way; and,
- San Ysidro Health (“SYH”) as the Health Services provider. SYH owns a property across the street from the proposed master plan sites; CHW and San Ysidro Health have executed a Memorandum of Understanding (“MOU”) to work cooperatively to formulate health related services

The agreement requires that during a 365-day term, the Housing Authority would exclusively negotiate with the parties regarding development of the master plan, with intent that such would include negotiation of a Disposition and Development Agreement (“DDA”). The DDA, including a Ground Lease of the parcel currently owned by the Housing Authority, would require future review and approval by the Housing Authority. During the first 180 days of the ENA, the Developer’s responsibilities include conducting due diligence, creation of a conceptual development and financing plan, and submittal to the city. During the last 180 days, the parties would negotiate a DDA.

Description of Proposed Master Plan

Conceived on the vision that National City be an age-friendly city in the village concept, the Kimball Highland Master Plan proposes to revitalize the delineated sites, and create new housing that is supported by access to health care, specialized senior services, and amenities. Under a

village concept, older adults are connected to educational and social programming and services, reducing barriers to mobility and health services that cause senior isolation and reduced quality of life.

The concept builds on existing city center amenities, including Kimball Park, the city library, access to retail businesses on Highland Avenue including Walmart and the 99 Cents Store, the George Waters Nutrition Center located in Morgan Tower, and senior affordable housing. New amenities proposed by the Developer in the master plan include a 10,000 sf Senior Center replacing the current, and a new major 40,000 sf San Ysidro Health Center to include a federally qualified health center (“FQHC”) and expanded senior Program of All-Inclusive Care for the Elderly (PACE) program. Additionally, the development would provide approximately 250 parking spaces to accommodate the employees of the health center in this new employment hub.

The proposed Kimball Highland Master Plan anticipates at least two development phases. The eastern phase, located on land that CHW has under Purchase contract with a private landowner, would maximize density as practical, and include approximately 92-115 affordable housing apartments in addition to a new San Ysidro Health Center, noted above. The Health Center would serve residents of the new housing, existing Kimball Tower and Morgan Tower, neighbors, as well as other National City residents, thus creating comprehensive community benefit. Further, there may be other phases associated with improvement of the public infrastructure to better serve the village residents. The western phase of the master plan, located on City-owned land that is proposed to have a long-term ground lease with the Developer, would include a new Senior Center plus approximately 79-90 affordable housing apartments serving working families and seniors on fixed incomes. The Senior Center would serve all city seniors, including the residents of Kimball Tower and Morgan Tower and new senior residents of both development phases, just as the George Waters Nutrition Center serves both the immediate and community residents. Together, both phases would add over 170 units of intergenerational homes.

The infill location, existing and proposed amenities would promote pedestrian access and walkability for recreation, access to public transit, health services, and commerce. Connection to Kimball Park, a new Senior Center, housing, and improved access to retail on Highland Avenue via new pedestrian paths would promote healthy lifestyles and intergenerational living, where residents in a village concept can age in place with resources to promote health and well-being.

Conceptual site plan and elevations are included in the Developer’s Power Point presentation attached.

Parties to ENA

Both Community HousingWorks and San Ysidro Health are landowners adjacent to the proposed master plan site. Community HousingWorks is a 31-year-old nonprofit owner and developer of affordable housing across California. CHW was the co-general partner with Related California for Paradise Creek I-II, is the owner of Kimball Tower and Morgan Tower (both of which are currently undergoing extensive renovations), and has extensive experience in development including mixed-use developments, master plans. CHW owns 42 apartment communities including over 3,700 units, with 1,120 additional apartments in the development pipeline; they have been nationally recognized as a pioneer in sustainable development and for innovative financing.

San Ysidro Health is a 50 year old non-profit provider of health services and specifically services to seniors, with three existing health facilities in National City and many others throughout the San Diego region. The mission of San Ysidro Health is to improve the health and well-being of the communities it serves with access for all. SYH proposes to expand their presence and services in National City with an expanded full-service PACE center and full-service, federally-qualified health clinic (FQHC).

Proposed team members include M.W. Steele Group as the conceptual architect and design lead, Excel Engineering as the civil engineer, and CHPC as the financial consultant to the Developer.



Kimball Highland Master Plan

Presentation
to the
Community Development Commission-Housing Authority
of the City of National City



November 19, 2019



chworks.org



Kimball Highland Master Plan Team


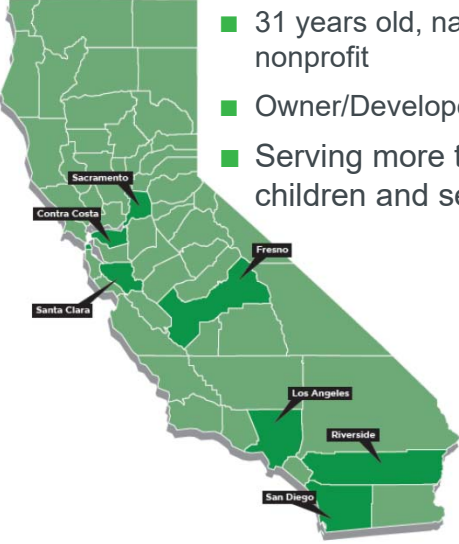


- Developer/Owner: Community HousingWorks (CHW)
- Health Service Provider: San Ysidro Health (SYH)
- Design and Finance Team
 - Conceptual Plan Architect: M.W. Steele Group
 - Civil Engineer: Excel Engineering
 - Financial Consultant: California Housing Partnership

chworks.org




Community HousingWorks (CHW)

- 31 years old, nationally recognized 501(c)(3) nonprofit
- Owner/Developer across California
- Serving more than 9,000 working families, children and seniors

42 Communities
3,670
Apartments
1,120 Apartments
in Development

chworks.org



Recent CHW Master Plans




North Park Seniors | San Diego

- Master Plan
- Mixed-income, 194 total apartments
 - 76 affordable apartments developed/owned by CHW
 - 118 market-rate apartments
- Innovative Entitlements – pioneered density bonus transfer (now San Diego code)

CHW Commercial Experience

- Solara, Poway – 2,000 SF
- Paseo Artist Village, Vista – 2,000 SF
- Parks at Fig, Fresno – 6,400 SF
- Senior Staff with extensive commercial development experience



Mission Cove Seniors | Oceanside

- Master Plan on 14.5 acres
- 138 senior apartments



Paradise Creek

- Mixed-use, 201 apartments
- 1,160 SF commercial space



Kimball Tower & Morgan Tower

- 303 apartments
- 6,560 SF Nutrition Center

chworks.org



San Ysidro Health (SYH)



- 50 years old, nationally recognized 501(c)(3) nonprofit
- Federally Qualified Health Center (FQHC)
- Provides high quality, accessible and affordable health care services
- Serve more than 97,000 persons
- 34 program sites across San Diego County
 - Including Program for All Inclusive Care for the Elderly (PACE)
- Adjacent land owner

chworks.org

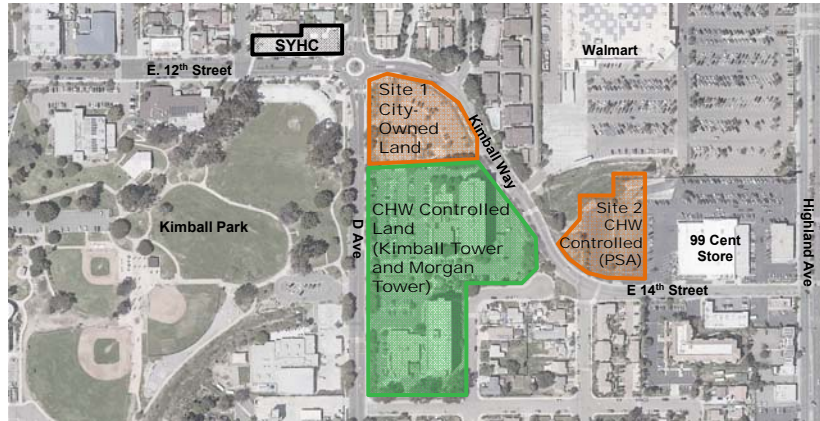


Kimball Highland Master Plan

chworks.org



Kimball Highland Master Plan



- Area surrounding CHW-controlled properties
- Village concept – age-friendly city, adults age in place with amenities and resources to promote health and well-being

chworks.org



UNIDUS
APPLIANS



Kimball Highland Master Plan Conceptual Site Plan



← Pedestrian Access

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UNIDUS
APPLIANS



Kimball Highland Master Plan Conceptual Phases



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UNIDOS US APPLICANTS



Kimball Highland Master Plan Concept: Site 1 (City-Owned Land)



- 10,000 SF Senior Center
- 79-90 affordable apartments, 1,600 SF amenity space
- Plaza and garden
- Assumed ground lease from City

chworks.org



UNIDOS US APPLICANTS



Kimball Highland Master Plan

Concept: Site 2 (CHW-Controlled Land)



Pace Entry at Kimball Way

- 40,000 SF San Ysidro Health Center with PACE program
- 92-112 affordable apartments, 4,000 SF amenity space
- Health Center is new employment base with well-paying health care jobs



Ground Floor



Second Floor



Residential on Floors 3, 4, 5

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Exclusive Negotiating Agreement (ENA)



chworks.org



Kimball Highland Master Plan Exclusive Negotiating Agreement (ENA)



- Parties:
 - **CHW:** Site due diligence, submit conceptual plan to city, financial plan and cost estimates
 - **SYH:** Work with CHW on conceptual plan and health space, conceptual business plan, identify funding sources for health programs
- Term: 365 days
- First Negotiation Period: 180 days
 - CHW and Housing Authority to develop proposal for Conceptual Development Plan, financing plan
 - Includes due diligence period
- DDA: Negotiate starting at 180 days
- Assumed ground Lease of City-owned land (Site 1)

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APPLIANTS



Thank You!

Questions



chworks.org



APPLIANTS



**EXCLUSIVE NEGOTIATION AGREEMENT
(D Avenue: Mixed-Use Master Plan)
BY AND AMONG
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE
CITY OF NATIONAL CITY,
COMMUNITY HOUSINGWORKS, AND
CENTRO DE SALUD DE LA COMUNIDAD DE SAN YSIDRO, INC.**

This Exclusive Negotiation Agreement (“Agreement”) is dated as of the 18th day of November, 2019 (“Effective Date”), by and among the Community Development Commission - Housing Authority of the City of National City (“Housing Authority”), Community HousingWorks, a California nonprofit public benefit corporation (“Developer”), and Centro De Salud De La Comunidad De San Ysidro, Inc. (“Health Service Provider”).

RECITALS

WHEREAS, Housing Authority is the owner of certain real property and improvements located on the real property identified as APN 560-410-06 as shown on the Parcel Map attached hereto as Exhibit A (the “Parcel Map”) (“the Housing Authority Site”);

WHEREAS, Developer (through its affiliates) is the owner of two affordable housing projects, commonly known as Kimball Tower and Morgan Tower, located on the real property identified as APN 560-410-05 on the Parcel Map, which real property is located adjacent to the Housing Authority Site (collectively, the “Kimball Residence Tower”);

WHEREAS, Developer has also executed a Purchase and Sale Agreement for the purchase of certain real property and improvements located on the real properties identified as APN 560-410-03, APN 560,050-06, APN 560-050-12, and APN 505-050-10 on the Parcel Map (the “Highland Avenue Site”);

WHEREAS, Developer shall be the sole Developer;

WHEREAS, Developer desires to acquire the Housing Authority Site through a ground lease from Housing Authority and work cooperatively with Housing Authority to develop a master plan for the Housing Authority Site and the Highland Avenue Site (the “Master Plan Sites”), which master plan may include 79 to 90 affordable units at the Housing Authority Site and 92 to 115 affordable units at the Highland Avenue Site (the “Affordable Project”), approximately [40,000] square feet of health related space to be located on the Highland Avenue Site (the “Health Space”), approximately 10,000 square feet of a new senior center to be located on the Housing Authority Site (the “New Senior Center”) and certain other public improvements to be agreed to between Developer and Housing Authority on the Master Plan Sites (collectively, the “Kimball Highland Master Plan”);

WHEREAS, the Developer intends to lease the Health Space to the Health Service Provider and the New Senior Center to Housing Authority;

WHEREAS, the Developer and Health Service Provider have entered into a Memorandum of Understanding dated effective as of October 2, 2019 pursuant to which Developer and Health Service Provider will work cooperatively to formulate health related services utilizing the Health Space that can uniquely meet the needs of low income seniors, persons with disabilities, families and individuals and secure federal or state funding to fund such services;

WHEREAS, the Developer through its ownership of the Kimball Residence Tower is familiar with the Master Plan Sites and the City of National City (the “City”) and has substantial prior experiences in developing projects similar to the Kimball Highland Master Plan;

WHEREAS, the Kimball Highland Master Plan would further the goals of the Housing Authority and the City with regard to revitalizing the Master Plan Sites and surrounding areas by providing affordable housing, creating connectivity with the existing Kimball Residence Tower, and Kimball Park, and providing Health Space and the New Senior Center to the senior and low income tenants (some of which may be special needs tenants) on the Master Plan Sites;

WHEREAS, Housing Authority, the Developer and Service Provider desire to enter into this Agreement to initiate exclusive negotiations for up to three hundred sixty-five (365) days (hereinafter referred to as the “Exclusive Negotiation Period”) to allow the Developer to (i) undertake its due diligence activities as defined within Section II.C. of this agreement; (ii) develop the Conceptual Development Plan as defined in Section II.D. of this agreement; (iii) establish the responsibilities, schedule, and financial parameters for designing and developing the Kimball Highland Master Plan; (iv) negotiate the terms for the Housing Authority site; (v) negotiate a Disposition and Development Agreement between Housing Authority and the Developer for the Housing Authority Site (hereinafter referred to as “DDA”), and (vi) assure that the Kimball Highland Master Plan includes the community space facilities needed to effectively accommodate the goals of the City and Housing Authority in providing senior recreation to the seniors and low income and special needs residents of the City.

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained herein, the parties hereto agree as follows:

I. HOUSING AUTHORITY SITE

The Developer desires to acquire the Housing Authority Site from Housing Authority through a ground lease for a term of 99 years for the purpose of developing the Affordable Project and the New Senior Center. The Housing Authority and Developer will work towards establishing the exact number of affordable residential units and square footage of the New Senior Center Housing Authority in cooperation with each other during the Developer’s due diligence process and set forth in the Conceptual Development Program as outlined below.

II. EXCLUSIVE NEGOTIATION PERIOD

A. Exclusive Negotiation Period

The Exclusive Negotiation Period shall begin when Housing Authority executes this Agreement (hereinafter referred to as “Commencement Date”) and shall last for three hundred and sixty five (365) days thereafter, unless extended in accordance with Sections II.E. or II.F.

During the Exclusive Negotiation Period, the Housing Authority, Developer and Health Service Provider agree to negotiate exclusively with one another with respect to the Housing Authority Site, New Senior Center, Affordable Project, Kimball Highland Master Plan and Health Space. If at the end of the Exclusive Negotiation Period, the Housing Authority and Developer have not agreed upon mutually acceptable DDA, then this Agreement shall terminate.

B. FIRST NEGOTIATION PERIOD

During the first one hundred eighty (180) days of the Exclusive Negotiation Period (hereinafter referred to as the “First Negotiation Period”), the Developer and Housing Authority shall meet regularly, in good faith, and jointly formulate a proposal to develop the Kimball Highland Master Plan (hereinafter referred to as “Conceptual Development Program”).

The Conceptual Development Program is anticipated to include and delineate the following elements:

1. The type and scope of the Kimball Highland Master Plan, New Senior Center, Affordable Project and Health Space;
2. The interface of a phased development with the complete build out of the Housing Authority Site and Highland Avenue Site;
3. Required on and off-site infrastructure improvements;
4. Kimball Highland Master Plan, infrastructure, and state and local regulatory requirement costs;
5. Proposed funding responsibilities and sources for the Kimball Highland Master Plan;
6. The parties/entities responsible for the various Kimball Highland Master Plan development activities; and,
7. A detailed development schedule for the Kimball Highland Master Plan.

C. DUE DILIGENCE

During the First Negotiation Period, Housing Authority and Developer, as applicable, shall conduct their respective due diligence activities, including but not limited to:

1. Developer’s timely delivery and submission to the Housing Authority of sufficient evidence that the Developer is financially viable with proposed sources of equity and financing required to complete the development of Kimball Highland Master Plan;
2. Developer’s timely review of preliminary title report information prepared for the Housing Authority Site and Housing Authority’s

timely review of preliminary title report information for the Highland Avenue Site;

3. Developer and its agents, representatives, consultants and contractors may enter upon the Housing Authority Site, upon not less than forty-eight (48) hours advance notice to the Housing Authority, solely for the purpose of conducting visual, non-invasive inspections of the Housing Authority Site. If the Developer desires to do any invasive testing at the Housing Authority Site, the Developer may do so only after obtaining the Housing Authority's prior written consent to the same, which consent may be withheld or granted on conditions in the Housing Authority's sole and absolute discretion. The Developer shall provide the Housing Authority with a complete set of plans, drawings and specifications ("Invasive Testing Plans") that define to the sole satisfaction of the Housing Authority the invasive testing to be performed on the Housing Authority Site and the names of all environmental and other consultants, contractors and subcontractors who will be performing such invasive testing (collectively "Developer's Consultants"). The Developer shall deliver the names of the Developer's Consultants and the Invasive Testing Plans to the Housing Authority concurrently with its request to the Housing Authority that the Developer desires to perform invasive testing. The Developer shall promptly restore the Housing Authority Site to the condition the Housing Authority Site was in immediately prior to any such tests, at the Developer's sole cost and expense. The Developer's Consultants, the Developer and each of their agents, representatives, consultants and contractors entering the Housing Authority Site shall maintain commercial general liability insurance covering such entry, in the amounts of Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million Dollars (\$4,000,000.00) general aggregate for bodily injury, personal injury and property damage including contractual liability. Prior to entering upon the Housing Authority Site, the Developer and any of its agents, representatives, consultants and contractors entering upon the Housing Authority Site shall provide, additional insured endorsements naming the Housing Authority and the City of National City as additional insureds. The Developer shall indemnify and defend the Housing Authority, the City of National City and their agents and employees and the Housing Authority Site from and against, and shall hold the Housing Authority, the City of National City and their agents and employees and the Housing Authority Site harmless from, any actions, losses, costs, damages, claims and/or liabilities, including but not limited to, mechanics' and materialmen's liens and attorney fees, proximately caused by the actions of Developer and/or its agents, representatives, consultants and contractors upon the Housing Authority Site. The Developer

shall repair any damage caused to the Housing Authority Site by the Developer or its agents, representatives, consultants and contractors. The Developer shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work done by the Developer or its agents, representatives, consultants and contractors pursuant to this Agreement to stand against the Housing Authority Site. If any such lien shall be filed against the Housing Authority Site, the Developer shall cause the same to be discharged or bonded within ten (10) days after actual notice of such filing, by payment, deposit, bond or otherwise. The Developer's obligations under this Section shall survive the termination or expiration of this Agreement; and,

4. Developer's effort in securing funding for the Kimball Highland Master Plan; and
5. Developer's timely submission of its proposed Conceptual Development Program to Housing Authority for review and comment.

D. CONCEPTUAL DEVELOPMENT PROGRAM

By the end of the First Negotiation Period, Developer shall submit its proposed Conceptual Development Program for the Kimball Highland Master Plan, which shall include a conceptual site plan, representative floor plans, representative exterior elevations and project description and phased project schedule for review by the Housing Authority. Thereafter, the Developer shall prepare and process with the City any necessary land use entitlements, environmental studies and reports. The Kimball Highland Master Plan shall include the following documents, reports and information prior to the expiration of this Agreement:

(1) The proposed square footage and terms of operation of the Health Space, proposed square footage and terms of operation of the New Senior Center, all proposed public improvements, the unit mix by number of bedrooms, proposed income targeting for the Affordable Project, the preliminary cost estimates of the Kimball Highland Master Plan and each of its phases, a description of all site amenities and a schedule for implementation.

(2) A proposed schedule for development of the Kimball Highland Master Plan and each of its phases.

(3) Financial pro formas for the Kimball Highland Master Plan and each of its phases which contain: (i) the projected development budgets for the Kimball Highland Master Plan and each of its phases, (ii) projected sources and uses analysis for the Kimball Highland Master Plan and each of its phases, (iii) a 55-year cash flow analysis for the Kimball Highland Master Plan and each of its phases, (iv) a proposed rent schedule and utility allowance schedule for the Affordable Project, the New Senior Center and the Health Space, (v) projected operating budgets for the Kimball Highland Master Plan and each of its phases, and (vi) a phasing plan.

(4) Preliminary evidence of conventional construction and permanent financing options.

(5) The names and qualifications of the architect which Developer proposes to use. The Housing Authority will approve the proposed architect in its discretion, such approval shall not be unreasonably withheld.

(6) The name and qualifications of the management agents that Developer proposes to use. The Housing Authority will approve the proposed management agents in its discretion, such approval shall not be unreasonably withheld.

E. DDA

Following Conceptual Development Program if approved by the Housing Authority, and the close of the First Negotiation Period, the Housing Authority, Health Service Provider and Developer shall seek in good faith to negotiate and draft the DDA and any and all other mutually acceptable agreements reasonably necessary for the Kimball Highland Master Plan and each of its phases. However, by entering into this Agreement, the parties hereto are not contractually bound to enter into any further agreements. However, the intent of this Agreement is that upon its termination, this Agreement be replaced by a negotiated DDA. Thus, the Housing Authority agrees to negotiate exclusively with the Developer for the remaining one hundred eighty (180) days of the Exclusive Negotiation Period (hereinafter referred to as (“Second Negotiation Period”)) in order to negotiate and attempt to finalize the DDA. During the Exclusive Negotiation Period, Housing Authority and the Developer shall negotiate diligently and in good faith to attempt to finalize the DDA.

If, at the close of the Second Negotiation Period, Housing Authority and Developer have not agreed to the terms of the DDA, then this Agreement shall terminate. Notwithstanding the above, Housing Authority’s Executive Director, or designee, in his or her sole discretion, may extend the Exclusive Negotiation Period for up to an additional three hundred and sixty five (365) days to complete DDA negotiations.

Housing Authority, Health Service Provider and Developer agrees that during the Exclusive Negotiation Period, and during all of its extensions, none of them shall negotiate or enter into an agreement with any other person or entity regarding any portion of the Housing Authority Site, Kimball Highland Master Plan, Highland Avenue Site, Kimball Residence Tower, New Senior Center, Affordable Project and Health Space, unless it is with the expressed prior written consent of the other parties hereto. The obligation to negotiate in good faith requires the respective parties to communicate with each other with respect to those issues for which agreement has not been reached, and such communication to follow reasonable negotiation procedures, including meetings, telephone conversations, and correspondence. The parties understand that final accord on all issues may not be reached. It is also understood that: (1) no party is under any obligation to reach an agreement on the Housing Authority Site, Kimball Highland Master Plan, New Senior Center, Affordable Project, Health Space, purchase price and/or DDA; and, (2) the Housing Authority reserves the right to approve or reject a DDA, the Conceptual Development Program, funding, or any disposition of the Housing Authority Site, in its sole discretion.

F. HOUSING AUTHORITY, DEVELOPER AND HEALTH SERVICE PROVIDER OBLIGATIONS

During the Exclusive Negotiation Period, each of Housing Authority's, Developer's and Health Service Provider's obligations shall include, but not be limited to, the following:

1. Housing Authority Obligations

a. Upon request of the Developer, provide the Developer with requested documents in the Housing Authority's possession that would assist the Developer with the due diligence activities described in this Agreement;

b. Upon acceptance of the Conceptual Development Program and verification of Kimball Highland Master Plan's proposed financial sources of financing, prepare a first draft of a DDA; and

c. Assist Developer in outreach efforts by helping to coordinate with other City departments and leaders;

2. Developer Obligations

a. Developer shall perform any due diligence the Developer deems necessary with respect to the Kimball Highland Master Plan;

b. Submit conceptual development plan for the Housing Authority Site and Highland Avenue Site, and plans, elevations, conceptual drawings, detailed Project development cost estimates, pro formas for improvements as well as a pro forma summarizing the total project and respective returns and other documents necessary for Housing Authority and City review;

c. Submit viable financial plan with proposed sources of funding or funding commitments for the Kimball Highland Master Plan;

d. Develop conceptual phasing of site plans for submission, providing financial analysis of each of the proposed phases of the Kimball Highland Master Plan, identifying other possible sources of financing for the Kimball Highland Master Plan, and coordinating and reaching out to the community and stakeholders;

3. Health Service Provider

- a. Work concurrently with the Developer relating to the Health Space in the Conceptual Development Program;
- b. Assure that the Kimball Highland Master Plan includes Health Space needed to effectively accommodate health related goals mutually agreed by Developer and Housing Authority; and
- c. Prepare a conceptual business plan that will identify sources of funding for health program components of the Kimball Highland Master Plan.

G. RETENTION OF DISCRETION TO APPROVE THE KIMBALL HIGHLAND MASTER PLAN AND DDA; NO PRE-COMMITMENT.

It is anticipated that the Kimball Highland Master Plan and the DDA providing for its implementation will be presented to the Housing Authority Board for approval. The parties understand that the Housing Authority is reserving the right to exercise its sole and absolute discretion as to all matters which shall include, but not be limited to the following:

1. The Housing Authority has the complete and unfettered discretion to reject the Kimball Highland Master Plan or DDA without explanation or cause.
2. The Housing Authority shall not have any duty to ground lease the Housing Authority Site without at minimum making all necessary findings and conclusions which the Housing Authority may be required to make, including all necessary findings and determinations required under CEQA, state and local land use provisions, and the California Housing Authorities Law. As to any matter which the Housing Authority may be required to exercise its unfettered discretion in advancing the Kimball Highland Master Plan to completion, neither anything contained herein, nor to be contained in the DDA shall obligate the Housing Authority to exercise its discretion in any particular manner, and any exercise of discretion reserved hereunder or required by law, shall not be deemed to constitute a breach of Housing Authority duties under this Agreement.
3. By its execution of this Agreement, Housing Authority is not committing itself to, or agreeing to undertake, any activity requiring the subsequent exercise of discretion by the Housing Authority, or any department thereof including, but not limited to, the approval and execution of a DDA; the proposal, amendment, or approval of any land use regulation governing the Housing Authority Site; the provision of any financial assistance for the development of any public or private interest in real property; the acquisition of real property; or any other such activity.

This Agreement does not constitute a disposition of property or exercise of control over property by the Housing Authority. Housing Authority's execution of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Housing Authority as to any proposed Kimball Highland Master Plan, DDA and all proceedings and decisions in connection therewith.

III. THE DEVELOPER

A. Developer's Experience.

As a condition precedent to Housing Authority's execution of this Agreement, Developer shall have submitted to Housing Authority a description of the development experience of the Developer, Health Service Provider and each of their principals, associates, employees, partners, and joint ventures.

B. Offices of the Developer

The principal office of the Developer is located at:

3111 Camino del Rio North, Suite 800
San Diego, CA 92108

Other employees, consultants, or representatives of Developer who are proposed to be directly involved in the Kimball Highland Master Plan will be identified by Developer and submitted to Housing Authority.

C. Full Disclosure

The Developer and Health Service Provider shall each maintain full disclosure to the Housing Authority of each of their principals, officers, stockholders, partners, joint ventures, and all other pertinent information concerning the Developer and Health Service Provider.

D. Assignment

Neither the Developer, nor the Health Service Provider, shall assign this Agreement without prior written approval of Housing Authority, which approval may be withheld in the Housing Authority's sole and absolute discretion. Housing Authority agrees that, notwithstanding the foregoing, the Developer may assign their rights under this Agreement to a corporation, trust, limited liability company or partnership of which the Developer (or affiliates thereof) owns the majority beneficial interest and/or operational control.

E. Progress Reports

The Developer agrees to provide, upon request, written reports advising the Housing Authority on progress and/or problems with the proposed development every sixty (60) days during the term of the Agreement.

F. Environmental Requirements

Certain state and local environmental requirements (including, but without limitation, the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et seq.) may be applicable to the proposed Project. Pursuant to such requirements, certain environmental documents may be required to be prepared and certified for the proposed Project.

IV. COSTS AND EXPENSES.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement.

V. REAL ESTATE COMMISSIONS

A. Housing Authority has not engaged a broker, agent, or finder in connection with this transaction. As such, Housing Authority will not be responsible for any claims by a broker, agent or finder, and the Developer agrees to defend, indemnify, protect and hold the Housing Authority harmless from any claim by any broker, agent, or finder retained by the Developer. In the event that any claim, demand or cause of action for any such commission or finder's fee is asserted against the Housing Authority, the Developer shall indemnify, defend (with an attorney of the Housing Authority's choice) and hold harmless the Housing Authority from and against any and all such claims, demands and causes of action and expenses related thereto, including (without limitation) attorneys' fees and costs

VI. GENERAL PROVISIONS

A. Legal Actions

1. Institution of Legal Actions

All legal actions must be instituted and maintained in the Superior Court of the County of San Diego, State of California, or in any other appropriate court in that county.

2. Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process

In the event that the Developer commences any legal action, service of process on Housing Authority shall be made by personal service upon the Executive Director or Secretary of Housing Authority, or in such other manner as may be provided by law. In the event that any legal action is commenced by the Housing Authority against the Developer or Health Service Provider, service of process on the Developer or Health Service Provider shall be made by personal service upon the Developer or in such other manner as may be provided by law, and shall be valid whether made within or without the State of California.

B. Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

C. Specific Performance as Developer's Exclusive Remedy

Subject to the Developer's right to terminate this Agreement in accordance with the terms of Subsection E of this Section VI, and notwithstanding anything to the contrary set forth in this Agreement, the Developer's exclusive remedy for an uncured Housing Authority default under this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall the Developer have the right, and the Developer expressly waives the right, to seek damages of any kind, including but not limited to actual damages, economic damages, consequential damages, or lost profits, from the Housing Authority in the event of a default by the Housing Authority under this Agreement or any action related to this Agreement.

D. Attorney's Fees

In the event of a dispute between the parties arising out of or in connection with this Agreement, whether or not such dispute results in arbitration or litigation, the prevailing party (whether resulting from settlement before or after arbitration or litigation is commenced) shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit incurred by the prevailing party.

E. Termination Rights

Notwithstanding the Exclusive Negotiation Period hereinabove set forth, any party may terminate this Agreement if another party has materially defaulted in its obligations herein set forth, and the terminating party has provided the defaulting party with written notification of such determination, and the defaulting party has refused to cure same. The written notification shall set forth the nature of the actions required to cure such default if curable. The defaulting party shall have thirty (30) days from the date of the written notification to cure such default; provided, however, if such default cannot reasonably be cured within such thirty (30) day period, the non-defaulting party shall not terminate this Agreement or pursue any other remedies for default hereunder if the defaulting party commences cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion within the next thirty (30) days. If such default is not cured within the thirty (30) days, or within the subsequent thirty (30) days if commencement of a cure has occurred, the termination shall be deemed effective. For purposes of this subsection, the parties hereby acknowledge that time is of the essence.

Each party shall also have the right to terminate this Agreement in the event that Housing Authority or the Developer determines that (a) the Kimball Highland Master Plan is infeasible, based on financial or environmental impact considerations, or not in the public interest; or (b) the parties reach an impasse in their negotiation of the DDA which cannot be resolved after good faith efforts.

F. Notices Demand and Communications Between the Parties

Formal notices, demands, and communications between Housing Authority and Developer shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) or by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To Housing Authority: Community Development Commission-
Housing Authority of the City of National
City 1243 National City Boulevard
National City, CA 91950
Attn: Brad Raulston, Executive Director

With copy to: City Attorney
1243 National City Boulevard
National City, CA 91950

To Developer: Community HousingWorks
3111 Camino del Rio North, Suite 800
San Diego CA 92108
Attn: Susan M. Reynolds
President and CEO

With a copy to: Developer’s Counsel:
Irene Kuei, Esq.
Downs Pham,& Kuei
235 Montgomery Street, 30th Floor
San Francisco, CA 94104

To Health Service Provider: San Ysidro Health
1601 Precision Park Lane
San Diego, CA 92173
Attn: Kevin Mattson

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed in the manner provided above shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either party may from time to time designate by mail.

G. No liability of City and Housing Authority Officials and Employees

No member, official, employee, or contractor of the City or the Housing Authority shall be personally liable to the Developer or Health Service Provider in the event of any default or breach by the Housing Authority or for any amount, which may become due to the Developer or Health Service Provider or on any obligations under the terms of the Agreement.

No member, official, employee, or contractor of the Developer shall be personally liable to the City or the Housing Authority in the event of any default or breach by Developer or for any amount, which may become due to the City or the Housing Authority or on any obligations under the terms of the Agreement.

H. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Part and Paragraph headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

I. Entire Agreement, Waivers, and Amendments

This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Housing Authority, Health Service Provider and Developer.

J. Counterparts

This Agreement may be executed in counterparts, each of which, after all the parties hereto have signed this Agreement, shall be deemed original and such counterparts shall constitute the same instrument.

K. Successors

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the parties hereto.

L. Further Assurances

The parties hereto each agree, without further consideration, to execute such other and further documents, and to perform such other and further acts, as may be necessary or proper in order to consummate the transaction set forth in and contemplated by this Agreement.

M. Severability

In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the parties as to all provisions set forth in this Agreement.

N. Time is of the Essence

Time is of the essence for each of the Developer's and Health Service Provider's obligations under this Agreement.

O. Confidentiality

The Developer acknowledges and agrees that the Housing Authority is a public entity with a responsibility and, in many cases, legal obligation to conduct its business in a manner open and available to the public. Accordingly, any information provided by the Developer to the Housing Authority with respect to the Housing Authority Site, the Kimball Highland Master Plan, the Developer may be disclosed to the public either purposely, inadvertently, or as a result of a public demand or order.

P. Signature Authority.

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


[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Housing Authority, the Developer, and the Health Service Provider have signed this Agreement on the respective dates set forth below.

**COMMUNITY DEVELOPMENT
COMMISSION-HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**

By: _____
Brad Raulston, Executive Director

DEVELOPER;
Community HousingWorks,
a California non-profit public
benefit corporation.

By: 

Mary Jane Jagodzinski
Senior Vice President, Housing and
Real Estate Department

APPROVED AS TO FORM:

By: _____
Angil P Morris-Jones, Housing Authority
General Counsel

**HEALTH SERVICE
PROVIDER**

Centro De Salud De La Comunidad
De San Ysidro, Inc.

By: _____
Kevin Mattson
President & CEO

Dated: November 18, 2019

IN WITNESS WHEREOF, the Housing Authority, the Developer, and the Health Service Provider have signed this Agreement on the respective dates set forth below.

**COMMUNITY DEVELOPMENT
COMMISSION-HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**

By: _____
Brad Raulston, Executive Director

DEVELOPER;
Community HousingWorks,
a California non-profit public
benefit corporation.

By: _____
Mary Jane Jagodzinski
Senior Vice President, Housing and
Real Estate Department

APPROVED AS TO FORM:

By: _____
Angil P Morris-Jones, Housing Authority
General Counsel

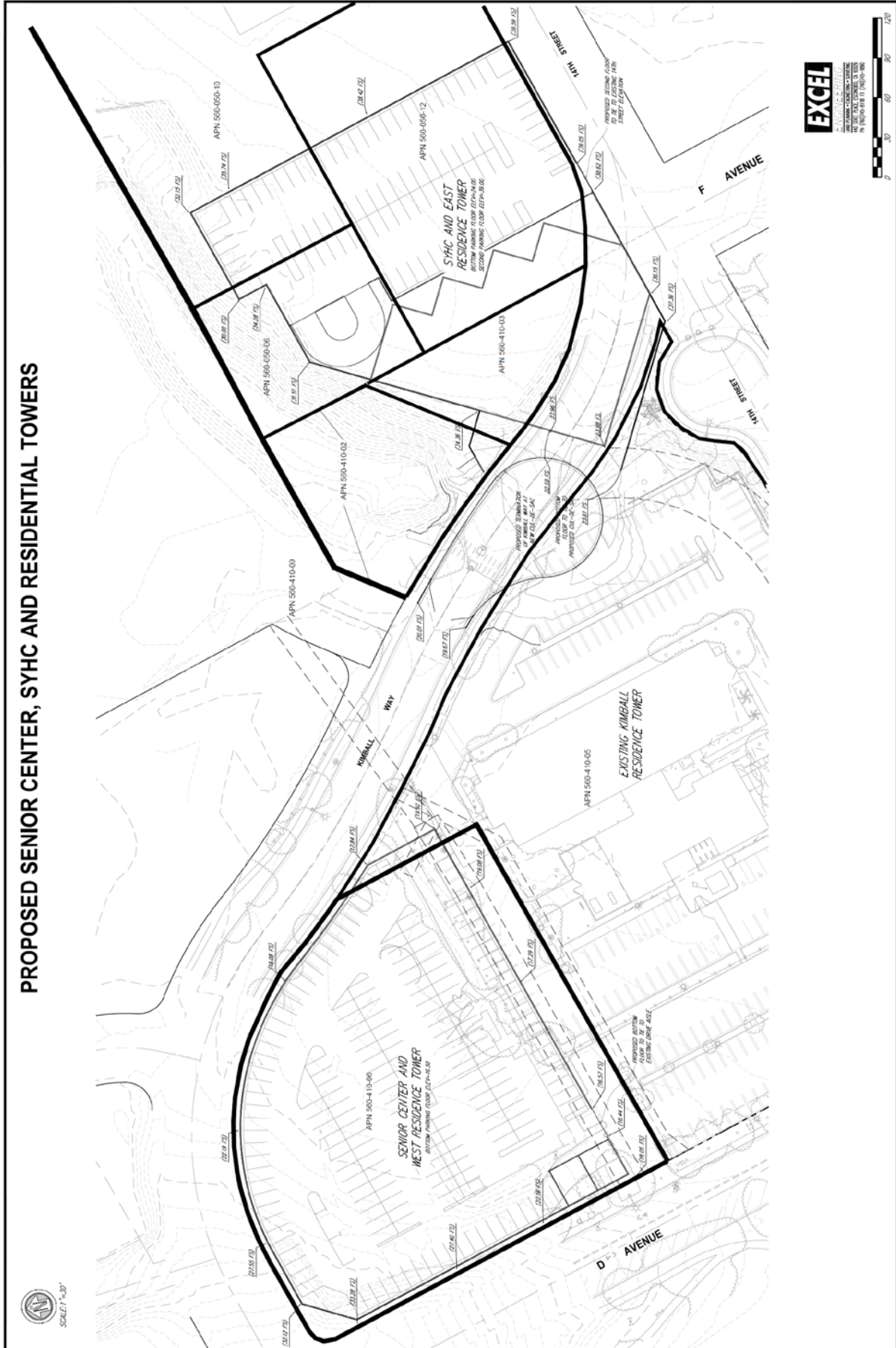
**HEALTH SERVICE
PROVIDER**

Centro De Salud De La Comunidad
De San Ysidro, Inc.

By:  _____
Kevin Mattson
President & CEO

Dated: November 18, 2019

Exhibit "A"
Parcel Map



RESOLUTION NO. 2019 –

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN EXCLUSIVE NEGOTIATION AGREEMENT BY AND BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, COMMUNITY HOUSINGWORKS, AND CENTRO DE LA SALUD DE LA COMUNIDAD DE SAN YSIDRO, INC., FOR THE DEVELOPMENT OF THE KIMBALL HIGHLAND MASTER PLAN THAT INCLUDES UP TO 90 AFFORDABLE HOUSING UNITS AND A NEW KIMBALL SENIOR CENTER ON A HOUSING AUTHORITY PARCEL LOCATED AT 1221 D AVENUE; UP TO 115 AFFORDABLE HOUSING UNITS AND A PROGRAM OF ALL-INCLUSIVE CARE FOR THE ELDERLY (PACE) CENTER ON A PRIVATELY OWNED PARCEL LOCATED AT 1320 HIGHLAND AVENUE; AND OTHER PUBLIC IMPROVEMENTS

WHEREAS, Community Development Commission-Housing Authority of the City of National City (“Housing Authority”) is the owner of certain real property and improvements located on the real property identified as APN 560-410-06 (1221 D Avenue, National City) (“the Housing Authority Site”); and

WHEREAS, Community HousingWorks (“Developer”), through its affiliates, is the owner of two affordable housing projects, commonly known as Kimball Tower and Morgan Tower, located on the real property identified as APN 560-410-05 (1317 D Ave, National City) which real property is located adjacent to the Housing Authority Site (collectively, the “Kimball Residence Tower”); and

WHEREAS, the Developer has also executed a Purchase and Sale Agreement for the purchase of certain real property and improvements located on the real properties identified as APN 560-410-03, APN 560,050-06, APN 560-050-12, and APN 505-050-10 (a western portion of 1320 Highland Avenue, National City) (the “Highland Avenue Site”); and

WHEREAS, the Developer is the sole Developer; and

WHEREAS, Developer desires to acquire the Housing Authority Site through a ground lease from Housing Authority and work cooperatively with Housing Authority to develop a master plan for the Housing Authority Site and the Highland Avenue Site (the “Master Plan Sites”), which master plan may include 79 to 90 affordable units at the Housing Authority Site and 92 to 115 affordable units at the Highland Avenue Site (the “Affordable Project”), approximately [40,000] square feet of health related space to be located on the Highland Avenue Site (the “Health Space”), approximately 10,000 square feet of a new senior center to be located on the Housing Authority Site (the “New Senior Center”) and certain other public improvements to be agreed to between Developer and Housing Authority on the Master Plan Sites (collectively, the “Kimball Highland Master Plan”); and

WHEREAS, the Developer intends to lease the Health Space to the Health Service Provider and the New Senior Center to the Housing Authority; and

**Resolution No. 2019 –
Page Two**

WHEREAS, the Developer and Centro de la Salud De La Comunidad de San Ysidro, Inc. (“Health Service Provider”) have entered into a Memorandum of Understanding with an effective date of October 2, 2019 pursuant to which Developer and Health Service Provider will work cooperatively to formulate health related services utilizing the Health Space that can uniquely meet the needs of low income seniors, persons with disabilities, families and individuals and secure federal or state funding to fund such services; and

WHEREAS, the Developer through its ownership of the Kimball Residence Tower is familiar with the Master Plan Sites and the City of National City (the “City”) and has substantial prior experiences in developing projects similar to the Kimball Highland Master Plan; and

WHEREAS, the Kimball Highland Master Plan would further the goals of the Housing Authority and the City with regard to revitalizing the Master Plan Sites and surrounding areas by providing affordable housing, creating connectivity with the existing Kimball Residence Tower, and Kimball Park, and providing Health Space and the New Senior Center to the senior and low income tenants (some of which may be special needs tenants) on the Master Plan Sites; and

WHEREAS, Section T. titled Leasing to Non-Profit Organizations of City Council Policy No. 901 allows for direct negotiations with nonprofit organizations for the use of City-owned lands for the purpose of providing the community with cultural, recreational, educational enrichment, and other public services to the citizens and visitors of National City; and

WHEREAS, Housing Authority, the Developer and Service Provider desire to enter into this Agreement to initiate exclusive negotiations for up to three hundred sixty-five (365) days (hereinafter referred to as the “Exclusive Negotiation Period”) to allow the Developer to (i) undertake its due diligence; (ii) develop the Conceptual Development Plan; (iii) establish the responsibilities, schedule, and financial parameters for designing and developing the Kimball Highland Master Plan; (iv) negotiate the terms for the Housing Authority site; (v) negotiate a Disposition and Development Agreement between Housing Authority and the Developer for the Housing Authority Site and (vi) assure that the Kimball Highland Master Plan includes the community space facilities needed to effectively accommodate the goals of the City and Housing Authority in providing senior recreation to the seniors and low income and special needs residents of the City.

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**Resolution No. 2019 –
Page Three**

NOW, THEREFORE, BE IT RESOLVED that the Community Development Commission-Housing Authority of the City of National City authorizes the Executive Director or authorized designee to execute an Exclusive Negotiation Agreement by and between the Community Development Commission-Housing Authority of the City of National City, Community HousingWorks, and Centro De La Salud De La Comunidad de San Ysidro, Inc., for the development of the Kimball Highland Master Plan that includes up to 90 affordable housing units and a new Kimball Senior Center on a Housing Authority parcel located at 1221 D Avenue; up to 115 affordable housing units and a Program of All-Inclusive Care for the Elderly (PACE) Center on a privately owned parcel located at 1320 Highland Avenue; and other public improvements. Said Exclusive Negotiation Agreement is on file in the Office of the City Clerk of the City of National City.

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

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris Jones
City Attorney

AGENDA OF A REGULAR MEETING – SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY
REDEVELOPMENT AGENCY



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

ALEJANDRA SOTELO-SOLIS
Chairwoman

RON MORRISON
Boardmember

JERRY CANO
Boardmember

GONZALO QUINTERO
Boardmember

MONA RIOS
Boardmember

*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 Successor Agency to the Community Development Commission as the National City Redevelopment Agency 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. Special 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.

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

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Board will receive public comments regarding any matters within the jurisdiction of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency. Members of the public may also address any item on the agenda at the time the item is considered by the Board. Persons who wish to address the Board 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 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 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 Board 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 AGENDA: 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 Board 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.

THE BOARD REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING BOARD MEETINGS.

OPEN TO THE PUBLIC

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

CONSENT CALENDAR

1. [Approval of the Minutes of the Regular Meeting of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency of November 5, 2019. \(City Clerk\)](#)
2. [Successor Agency Warrant Register #14 for the period of 9/25/19 through 10/1/19 in the amount of \\$1,032.39. \(Finance\)](#)
3. [Successor Agency Warrant Register #15 for the period of 10/2/19 through 10/8/19 in the amount of \\$1,350.00. \(Finance\)](#)
4. [Successor Agency Warrant Register #16 for the period of 10/9/19 through 10/15/19 in the amount of \\$6,502.00. \(Finance\)](#)

PUBLIC HEARINGS

NON CONSENT RESOLUTIONS

NEW BUSINESS

STAFF REPORTS

MEMBER REPORTS

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency - Tuesday - December 3, 2019 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Regular Meeting of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency of November 5, 2019. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item #____
11/19/19

**APPROVAL OF THE MINUTES OF THE REGULAR
MEETING OF THE SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION AS THE
NATIONAL CITY REDEVELOPMENT AGENCY
OF NOVEMBER 5, 2019.**

(City Clerk)

DRAFT DRAFT DRAFT
**MINUTES OF THE REGULAR MEETING OF THE
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS
THE NATIONAL CITY REDEVELOPMENT AGENCY**

November 5, 2019

The Regular Meeting of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency was called to order at 8:47 p.m. by Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Board members present: Morrison, Quintero, Rios, Sotelo-Solis.

Board members absent: Cano.

Administrative Officials present: Aguirre, Dalla, Duong, Manganiello, Meteau, Morris-Jones, Parra, Raulston, Roberts, Tellez, Vergara, Ybarra.

PUBLIC COMMENTS – None.

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 1 (Minutes), Item Nos. 2 and 3 (Warrant Registers). Motion by Morrison, seconded by Rios, to approve the Consent Calendar. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

SUCCESSOR AGENCY 2019 (406-10-17)

1. Approval of the Minutes of the Regular Meeting of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency of October 15, 2019. (City Clerk)

ACTION: Approved. See above.

SUCCESSOR AGENCY 2019 (406-10-17)

2. Investment transactions for the month ended August 31, 2019. (Finance)

ACTION: Approved. See above.

SUCCESSOR AGENCY 2019 (406-10-17)

3. Successor Agency Warrant Register #12 for the period of 9/11/19 through 9/17/19 in the amount of \$0.00. (Finance)

ACTION: Approved. See above.

SUCCESSOR AGENCY 2019 (406-10-17)

4. Successor Agency Warrant Register #13 for the period of 9/18/19 through 9/24/19 in the amount of \$0.00. (Finance)

ACTION: Approved. See above.

ADJOURNMENT

Motion by Morrison, seconded by Rios, to adjourn the meeting to the Regular Meeting of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency - Tuesday – November 19, 2019 - 6:00 p.m. – Council Chambers - National City, California. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

The meeting closed at 8:48 p.m.

Secretary

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

Chairwoman

The following page(s) contain the backup material for Agenda Item: [Successor Agency Warrant Register #14 for the period of 9/25/19 through 10/1/19 in the amount of \\$1,032.39. \(Finance\)](#)

Please scroll down to view the backup material.

**SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AGENDA STATEMENT**

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Successor Agency Warrant Register #14 for the period of 9/25/19 through 10/1/19 in the amount of \$1,032.39. (Finance)

PREPARED BY: K. Apalategui
PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Pursuant to ABX1 26, all redevelopment agencies in the State of California were dissolved as of February 1, 2012. Upon dissolution of the City of National City's Redevelopment Agency, the City assumed the role of Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency").

In order to streamline the payment process, all check-paid expenses of the Successor Agency are paid by the City. The Successor Agency then reimburses the City. Successor Agency wires are paid directly from the Successor Agency account.

Attached is a detailed listing of all Successor Agency expenses for the period, which total \$1,032.39. Staff requests approval of payments of Successor Agency expenses.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Reimbursement total \$1,032.39

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Ratification of reimbursement in the amount of \$1,032.39

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Successor Agency Warrant Register # 14



**SUCCESSOR AGENCY
WARRANT REGISTER #14
10/1/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GEOSYNTEC CONSULTANTS INC	NEPA ENVIRONMENTAL REVIEW PROJECT SW0312	344355	10/1/19	1,032.39

A/P Total \$ 1,032.39

GRAND TOTAL \$ 1,032.39

The following page(s) contain the backup material for Agenda Item: [Successor Agency Warrant Register #15 for the period of 10/2/19 through 10/8/19 in the amount of \\$1,350.00. \(Finance\)](#)

Please scroll down to view the backup material.

**SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AGENDA STATEMENT**

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Successor Agency Warrant Register #15 for the period of 10/2/19 through 10/8/19 in the amount of \$1,350.00. (Finance)

PREPARED BY: K. Apalategui
PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Pursuant to ABX1 26, all redevelopment agencies in the State of California were dissolved as of February 1, 2012. Upon dissolution of the City of National City's Redevelopment Agency, the City assumed the role of Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency").

In order to streamline the payment process, the City pays all expenses of the Successor Agency. The Successor Agency then reimburses the City.

Attached is a detailed listing of all Successor Agency expenses for the period, which total \$1,350.00. Staff requests approval of payments of Successor Agency expenses.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

No reimbursements.

ENVIRONMENTAL REVIEW:

Reimbursement total \$1,350.00

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

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

BOARD / COMMISSION RECOMMENDATION:

Ratification of reimbursement in the amount of \$1,350.00

ATTACHMENTS:

Successor Agency Warrant Register # 15



**SUCCESSOR AGENCY
WARRANT REGISTER #15
10/8/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE BANK OF NEW YORK MELLON	TRUSTEE & NOTICE FEE 9/27/19 TO 9/26/2020	344519	10/8/19	1,350.00

A/P Total \$ 1,350.00

GRAND TOTAL \$ 1,350.00

The following page(s) contain the backup material for Agenda Item: [Successor Agency Warrant Register #16 for the period of 10/9/19 through 10/15/19 in the amount of \\$6,502.00. \(Finance\)](#)

Please scroll down to view the backup material.

**SUCCESSOR AGENCY TO
THE COMMUNITY DEVELOPMENT COMMISSION
AS THE NATIONAL CITY REDEVELOPMENT AGENCY
AGENDA STATEMENT**

MEETING DATE: November 19, 2019

AGENDA ITEM NO. |

ITEM TITLE:

Successor Agency Warrant Register # 16 for the period of 10/9/19 through 10/15/19 in the amount of \$6,502.00. (Finance)

PREPARED BY: K. Apalategui
PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Pursuant to ABX1 26, all redevelopment agencies in the State of California were dissolved as of February 1, 2012. Upon dissolution of the City of National City's Redevelopment Agency, the City assumed the role of Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency").

In order to streamline the payment process, the City pays all expenses of the Successor Agency. The Successor Agency then reimburses the City.

Attached is a detailed listing of all Successor Agency expenses for the period, which total \$6,502.00. Staff requests approval of payments of Successor Agency expenses.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

No reimbursements.

ENVIRONMENTAL REVIEW:

Reimbursement total \$6,502.00

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

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

BOARD / COMMISSION RECOMMENDATION:

Ratification of reimbursement in the amount of \$6,502.00

ATTACHMENTS:

Successor Agency Warrant Register # 16



**SUCCESSOR AGENCY
WARRANT REGISTER #16
10/15/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DEPARTMENT OF TOXIC SUBSTANCES	PUBLIC WORKS YARD	344555	10/15/19	6,502.00

A/P Total \$ 6,502.00

GRAND TOTAL \$ 6,502.00