

**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, DECEMBER 3, 2019 – 6:00 PM**

**ALEJANDRA SOTELO-SOLIS**  
*Mayor*

**RON MORRISON**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**GONZALO QUINTERO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

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

*Meeting agendas and  
minutes available on web*

**WWW.NATIONALCITYCA.GOV**

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

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

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

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

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

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

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

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

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

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

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

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

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

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

**PROCLAMATIONS AND CERTIFICATES**

**AWARDS AND RECOGNITIONS**

1. [Introduction of New Employee - Paul Valadez, Budget Manager. \(Finance\)](#)

**PRESENTATIONS**

2. [Quarterly Report by A Reason to Survive \(ARTS\). \(Community Services\)](#)

**INTERVIEWS / APPOINTMENTS**

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

**CONSENT CALENDAR**

3. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
4. [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute Program Supplement Agreement \(PSA\) No. F21 with the State of California Department of Transportation \(Caltrans\) for the Citywide Protected Left-Turn Enhancements Project to allow for reimbursement of up to \\$189,000 in eligible project expenditures through the Highway Safety Improvements Program \(HSIP\); and 2\) authorizing the establishment of an Engineering Grants Fund appropriation of \\$189,000 and corresponding revenue budget. \(Engineering/Public Works\)](#)
5. [Resolution of the City Council of the City of National City ordering the submission of Ordinance No. 2019-2463, "An Ordinance of the City](#)

- Council of the City of National City adding Chapter 8.38 to the National City Municipal Code prohibiting the retail sale of dogs, cats and rabbits" to the qualified voters of the City of National City at the Special Municipal Election to be held on Tuesday, March 3, 2020. (City Attorney)
6. 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)
  7. 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 Tuesday, 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)
  8. Resolution of the City Council of the City of National City authorizing the filing of an impartial analysis and written arguments, relating to a measure to repeal Ordinance No. 2019-2463, "An Ordinance of the City Council of the City of National City adding Chapter 8.38 to the National City Municipal Code prohibiting the retail sale of dogs, cats and rabbits". (City Attorney)
  9. Investment Report for the quarter ended September 30, 2019. (Finance)
  10. Warrant Register #17 for the period of 10/16/19 through 10/22/19 in the amount of \$1,705,094.38. (Finance)
  11. Warrant Register #18 for the period of 10/23/19 through 10/29/19 in the amount of \$1,318,833.17. (Finance)

**PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

12. Public Hearing and Adoption 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)

13. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, approving a General Plan Amendment for the rezoning of property located at 2443 “N” Avenue from Large Lot Residential \(RS-1\) to Institutional \(I\). \(Applicant: International Community Foundation\) \(Case File No. 2019-04 GPA\) \(Planning\)](#)
14. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, approving a Zone Change for property located at 2443 “N” Avenue changing the zone from Large Lot Residential \(RS-1\) to Institutional \(I\). \(Applicant: International Community Foundation\) \(Case File No. 2019-04 GPA\) \(Planning\)](#)
15. [Public Hearing and Adoption 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**

16. [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with HDR, 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; construction support; 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. \(Engineering/Public Works\)](#)
17. [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with KTU&A 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; landscape architectural and urban design; geographic information systems; 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. \(Engineering/Public Works\)](#)
18. [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with NV5, 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; construction management; inspections and certified payroll; transportation planning; land surveying; environmental assessment; geotechnical; construction support; 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)

19. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with WSP USA, 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)
20. Resolution of the City Council of the City of National City adopting the 2020-2025 Strategic Plan. (City Manager)

## **NEW BUSINESS**

21. Seeking City Council direction on restructuring the Neighborhood Council Program as part of the Work Plan associated with 2020-2025 Strategic Focus Area on Communication and Outreach. (City Manager)
22. Approval of Fiscal Year 2020-2021 Budget Workshop dates. (Finance)

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

### **CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **NEW BUSINESS - HOUSING AUTHORITY**

## **C. REPORTS**

### **STAFF REPORTS**

23. [Legal Opinion Memo explaining the difference between a Standing Committee and an Ad Hoc Committee of the National City Council. \(City Attorney\)](#)
24. [Support for bone marrow donor registration. \(Chief Parra\)](#)

## **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 17, 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: [Introduction of New Employee - Paul Valadez, Budget Manager. \(Finance\)](#)  
Please scroll down to view the backup material.



**Item # \_\_\_\_**  
**12/03/2019**

**Introduction of New Employee  
Paul Valadez, Budget Manager**

**(Finance Department)**

The following page(s) contain the backup material for Agenda Item: [Quarterly Report by A Reason to Survive \(ARTS\). \(Community Services\)](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
12/03/19

## Quarterly Report by A Reason to Survive (ARTS)

### Community Services

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

Please scroll down to view the backup material.

Item # \_\_\_\_  
12/03/19

**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: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute Program Supplement Agreement \(PSA\) No. F21 with the State of California Department of Transportation \(Caltrans\) for the Citywide Protected Left-Turn Enhancements Project to allow for reimbursement of up to \\$189,000 in eligible project expenditures through the Highway Safety Improvements Program \(HSIP\); and 2\) authorizing the establishment of an Engineering Grants Fund appropriation of \\$189,000 and corresponding revenue budget. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement (PSA) No. F21 with the State of California Department of Transportation (Caltrans) for the Citywide Protected Left-Turn Enhancements Project to allow for reimbursement of up to \$189,000 in eligible project expenditures through the Highway Safety Improvements Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$189,000 and corresponding revenue budget.

**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

HSIP Grant - \$189,000

Revenue Account No. 296-06607-3498

Expenditure Account No. 296-409-500-598-6607 (Citywide Protected Left-Turn Enhancements)

Required Local Match - \$21,000 (appropriated through FY 2020 CIP Budget)

Expenditure Account No. 307-409-500-598-6558 (Traffic Signal Upgrades)

**ENVIRONMENTAL REVIEW:**

Environmental clearance will be obtained at the completion of the preliminary engineering phase.

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the Mayor to execute PSA No. F21 with Caltrans for the Citywide Protected Left-Turn Enhancements Project to allow for reimbursement of up to \$189,000 in HSIP grant funds.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

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

## Explanation

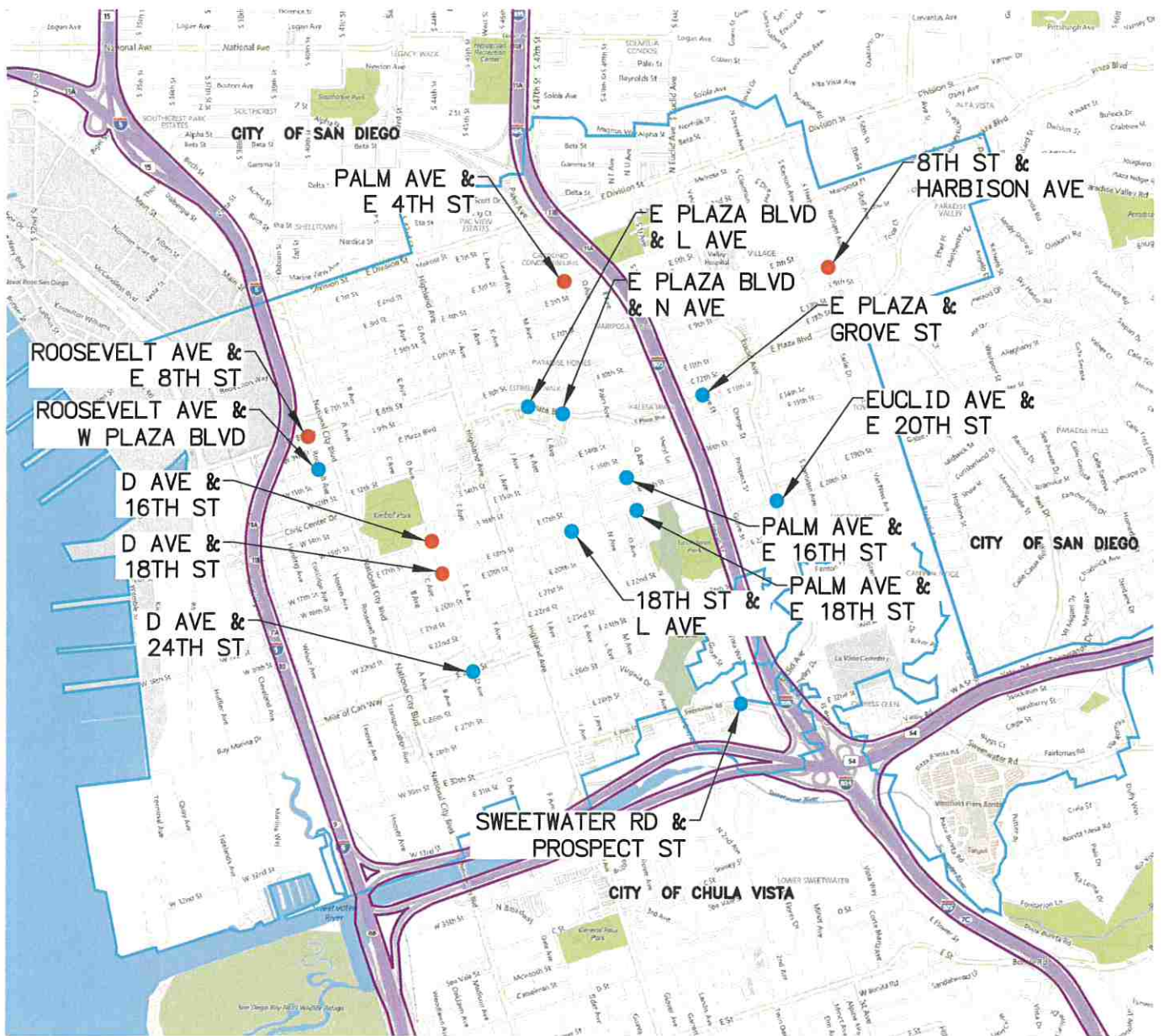
On December 19, 2018, the California Department of Transportation (Caltrans) awarded a \$1,390,590 Highway Safety Improvement Program (HSIP) grant for the Citywide Protected Left-Turn Enhancements Project. The awarded amount consists of \$189,000 for preliminary engineering (PE), and \$1,201,590 for construction.

On October 23, 2019, Caltrans authorized the City to proceed with the PE phase in the amount of \$189,000. There is a \$21,000 local match requirement, which is available through prior City Council local *TransNet* appropriations for FY 2020 Traffic Signal Upgrades CIP. Upon completion of the PE phase, staff will submit a request to Caltrans to authorize the construction funds. Once authorized, staff will return to City Council to appropriate the construction funds.

The project will upgrade existing permissive left-turn phases and signal heads with protected left-turn phases on existing and/or new traffic signal poles and mast arms along the following corridors: 8<sup>th</sup> Street, 18<sup>th</sup> Street, "D" Avenue, Euclid Avenue, Plaza Boulevard, Palm Avenue, Sweetwater Road, Roosevelt Avenue, and Mile of Cars Way (see attached exhibit). The project also includes restriping to include protected left-turn lanes at several of these intersections.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. F21 to Administering Agency-State Master Agreement No. 5066F15 is required to allow for reimbursement of eligible project expenditures through the HSIP grant.



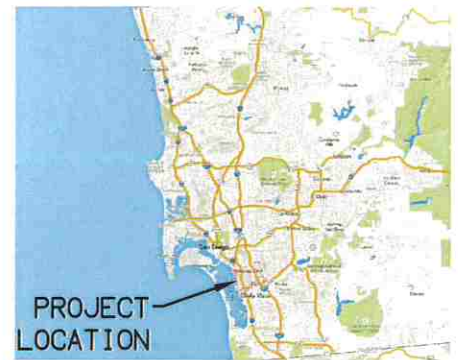
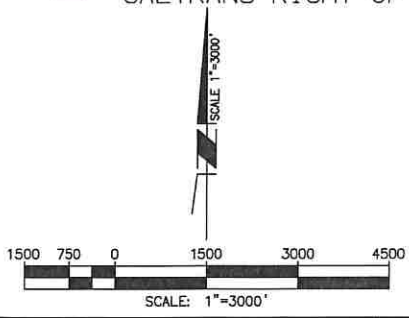


**LEGEND**

- S6 SIGNALIZED PROJECT LOCATION
- S17 SIGNALIZED PROJECT LOCATION
- CITY LIMITS
- CALTRANS RIGHT OF WAY

**LOCATION MAP**

**VICINITY MAP**



**VICINITY/LOCATION MAP**  
 CITY OF NATIONAL CITY  
 COUNTERMEASURES: S6 AND S17  
 2018 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

**ATTACHMENT**  
 2

PROGRAM SUPPLEMENT NO. F021  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR FEDERAL-AID PROJECTS NO 11-5066F15.

Adv Project ID            Date: November 15, 2019  
1120000021            Location: 11-SD-0-NATC  
Project Number: HSIPL-5066(041)  
E.A. Number:  
Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_  
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:** Signalized Intersections at the following corridors: 8th Street, 18th Street, D Avenue, Euclid Avenue, Plaza Blvd, Palm Avenue, Sweetwater Road, and Roosevelt Avenue.

**TYPE OF WORK:** Upgrade existing permissive left-turn phases & signal heads w        **LENGTH: 0.0(MILES)**  
protective left-turn phases on existin

Estimated Cost	Federal Funds		Matching Funds	
	ZS30		LOCAL	OTHER
\$210,000.00	\$189,000.00		\$21,000.00	\$0.00

CITY OF NATIONAL CITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee

Date 11/15/19            \$189,000.00

**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be

**SPECIAL COVENANTS OR REMARKS**

used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be

**SPECIAL COVENANTS OR REMARKS**

examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

RESOLUTION NO. 2019 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT (PSA) NO. F21 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE PROTECTED LEFT-TURN ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$189,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE HIGHWAY SAFETY IMPROVEMENTS PROGRAM (HSIP); AND 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$189,000 AND CORRESPONDING REVENUE BUDGET**

**WHEREAS**, on December 19, 2018, the California Department of Transportation (Caltrans) awarded a \$1,390,590 Highway Safety Improvement Program (HSIP) grant for the Citywide Protected Left-Turn Enhancements Project; and

**WHEREAS**, the awarded amount consists of \$189,000 for preliminary engineering (PE), and \$1,201,590 for construction; and

**WHEREAS**, on October 23, 2019, Caltrans authorized the City of National City to proceed with the PE phase in the amount of \$189,000 with a local match requirement of \$21,000, which is available through prior City Council local *TransNet* appropriations for Fiscal Year 2020 Traffic Signal Upgrades CIP; and

**WHEREAS**, the project will upgrade existing permissive left-turn phases and signal heads with protected left-turn phases on existing and/or new traffic signal poles and mast arms along the following corridors: 8<sup>th</sup> Street, 18<sup>th</sup> Street, “D” Avenue, Euclid Avenue, Plaza Boulevard, Palm Avenue, Sweetwater Road, Roosevelt Avenue, and Mile of Cars Way; and

**WHEREAS**, the project also includes restriping to include protected left-turn lanes at several of these intersections.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of National City hereby authorizes the Mayor to execute Program Supplement Agreement (PSA) No. F21 to Administering Agency-State Master Agreement No. 5066F15 with the State of California Department of Transportation (Caltrans) for the Citywide Protected Left-Turn Enhancements Project to allow for reimbursement of up to \$189,000 in eligible project expenditures through the Highway Safety Improvements Program (HSIP).

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the establishment of an Engineering Grants Fund appropriation of \$189,000 and corresponding revenue budget.

**PASSED and ADOPTED this 3rd day of December, 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 ordering the submission of Ordinance No. 2019-2463, "An Ordinance of the City Council of the City of National City adding Chapter 8.38 to the National City Municipal Code prohibiting the retail sale of dogs, cats and rabbits" to the qualified voters of the City of National City at the Special Municipal Election to be held on Tuesday, March 3, 2020. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City ordering the submission of Ordinance No. 2019-2463, "An Ordinance of the City Council of the City of National City adding Chapter 8.38 to the National City Municipal Code prohibiting the retail sale of dogs, cats and rabbits" to the qualified voters of the City of National City at the Special Municipal Election to be held on March 3, 2020. (City Attorney)

**PREPARED BY:** Angil Morris-Jones, City Attorney

**DEPARTMENT:** City Attorney

**PHONE:** 619-336-4222

**APPROVED BY:** 

**EXPLANATION:**

Per City Council direction at the November 19, 2019 City Council Meeting, the City Attorney was directed to draft a Resolution to place a measure to repeal Ordinance No. 2019-2463 on the March 3, 2020 Primary Ballot wherein the voters shall decide whether or not to repeal Ordinance No. 2019-2463.

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 Tuesday, March 3, 2020, to repeal Ordinance No. 2019-2463.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

**ENVIRONMENTAL REVIEW:**

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

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2019 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ORDERING THE SUBMISSION OF ORDINANCE NO. 2019 - 2463, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADDING CHAPTER 8.38 TO THE NATIONAL CITY MUNICIPAL CODE PROHIBITING THE RETAIL SALE OF DOGS, CATS AND RABBITS" TO THE QUALIFIED VOTERS OF THE CITY OF VOTERS OF THE CITY OF NATIONAL CITY AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON MARCH 3, 2020**

**WHEREAS**, on September 3, 2019, the City Council of the City of National City adopted Ordinance No. 2019 - 2463, "An Ordinance of the City Council of the City of National City Adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits;" and

**WHEREAS**, on October 2, 2019, David Salinas and Fernando Anaya presented for filing a referendum petition against Ordinance No. 2019 - 2463, so as to repeal Ordinance No. 2019 - 2463 or submit it to the qualified voters of the City of National City; and

**WHEREAS**, on November 13, 2019, pursuant to Section 9237 of the California Elections Code, the petition was examined by the City's Elections Official and it was determined that the referendum petition contained 2,507 valid signatures, which is a sufficient number of signatures under Sections 9235 - 9247 of the Elections Code, and the City's Elections Official accepted the petition for filing; and

**WHEREAS**, in accordance with Section 9240 of the Elections Code, the City's Elections Official certified the results of the examination to the City Council at its next regular meeting held on November 19, 2019; and

**WHEREAS**, Section 9237 of the Elections Code provides that when a referendum petition against an ordinance qualifies, the effective date of the ordinance shall be suspended and the legislative body shall reconsider the ordinance; and

**WHEREAS**, Section 9241 of the Elections Code provides in part that when a city council is presented with a qualified referendum petition, if the city council does not entirely repeal the ordinance against which the petition is filed, the city council shall submit the ordinance to the voters, either at the next regular municipal election occurring not less than 88 days after the order of the city council, or at a special election called for that purpose, not less than 88 days after the order of the city council , and the ordinance shall not become effective until a majority of the voters voting on the ordinance vote in favor of it; and

**WHEREAS**, the City Council has not voted in favor of the repeal of Ordinance No. 2019 - 2463; and

**Resolution No. 2019 -  
Page Two**

**WHEREAS**, because the City Council has not voted in favor of the repeal of Ordinance No. 2019 - 2463, the City Council is authorized and directed by state statute to submit the ordinance to the voters; and

**WHEREAS**, the City Council 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 adopt Ordinance No. 2019 - 2463, "An Ordinance of the City Council of the City of National City Adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits"

**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 Ordinance No. 2019 - 2463, "An Ordinance of the City Council of the City of National City Adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits," be adopted?	Yes	
	No	

**Section 2.** That the text of Ordinance No. 2019 - 2463 to be submitted to the voters is attached to this Resolution as Exhibit "A."

**Section 3.** That the ordinance shall not take effect unless and until the ordinance receives approval of a majority of the votes cast by the qualified voters of the City voting upon the ballot measure on the proposed ordinance at the March 3, 2020 Special Municipal Election.

**Section 4.** That the ballots to be used at the election shall be in the form and content as required by law.

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**Resolution No. 2019 -  
Page Three**

**Section 4.** That the ballots to be used at the election shall be in the form and content as required by law.

**Section 5.** 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 6.** 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 7.** 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 8.** 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 3rd day of December, 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 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:** December 3, 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. (City Attorney)

**PREPARED BY:** Angil Morris-Jones, City Attorney

**DEPARTMENT:** City Attorney

**PHONE:** 619-336-4222

**APPROVED BY:** 

**EXPLANATION:**

Per City Council direction at the November 19, 2019 City Council Meeting, the City Attorney was directed to draft a Resolution to place a measure to repeal Ordinance No. 2019-2463 on the March 3, 2020 Primary Ballot wherein the voters shall decide whether or not to repeal Ordinance No. 2019-2463.

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 the 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**, on September 3, 2019, the City Council of the City of National City adopted Ordinance No. 2019 - 2463, "An Ordinance of the City Council of the City of National City Adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats, and Rabbits;" and

**WHEREAS**, on October 2, 2019, Davis Salinas and Fernando Anaya presented for filing a referendum petition against Ordinance No. 2019 - 2463, so as to repeal Ordinance No. 2019 - 2463 or submit it to the qualified voters of the City of National City; and

**WHEREAS**, on November 13, 2019, pursuant to Section 9237 of the California Elections Code, the petition was examined by the City's Elections Official and it was determined that the referendum petition contained 2,507 valid signatures, which is a sufficient number of signatures under Sections 9235 - 9247 of the Elections Code, and the City's Elections Official accepted the petition for filing; and

**WHEREAS**, in accordance with Section 9240 of the Elections Code, the City's Elections Official certified the results of the examination to the City Council at its next regular meeting held on November 19, 2019; and

**WHEREAS**, Section 9237 of the Elections Code provides that when a referendum petition against an ordinance qualifies, the effective date of the ordinance shall be suspended and the legislative body shall reconsider the ordinance; and

**WHEREAS**, Section 9241 of the Elections Code provides in part that when a city council is presented with a qualified referendum petition, if the city council does not entirely repeal the ordinance against which the petition is filed, the city council shall submit the ordinance to the voters, either at the next regular municipal election occurring not less than 88 days after the order of the city council, or at a special election called for that purpose, not less than 88 days after the order of the city council, and the ordinance shall not become effective until a majority of the voters voting on the ordinance vote in favor of it; and

**WHEREAS**, the City Council has not voted in favor of the repeal of Ordinance No. 2019 - 2463; and

**WHEREAS**, because the City Council has not voted in favor of the repeal of Ordinance No. 2019 - 2463, the City Council is authorized and directed by state statute to submit the ordinance to the voters; and



**Resolution No. 2019 -  
Page Two**

**WHEREAS**, the City Council 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 adopt Ordinance No. 2019 - 2463, "An Ordinance of the City Council of the City of National City Adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits;" and

**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 Ordinance No. 2019 - 2463, "An Ordinance of the City Council of the City of National City Adding Chapter 8.38 of the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits," be adopted?	Yes	
	No	

**Section 2.** That the text of Ordinance No. 2019 - 2463 to be submitted to the voters as a proposed measure is attached to this Resolution as Exhibit "A."

**Section 3.** That the ordinance shall not take effect unless and until the ordinance receives the approval of a majority of the votes cast by the qualified voters of the City voting upon the ballot measure on the proposed ordinance at the March 3, 2020 Special Municipal Election.

**Section 4.** 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

**Resolution No. 2019 -  
Page Three**

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 5.** That the ballots to be used at the election shall be in form and content as required by law.

**Section 6.** 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.

**Section 7.** 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 8.** 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 9.** 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 10.** 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 3rd day of December, 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 Tuesday, 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:** December 3, 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 Tuesday, 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)

**PREPARED BY:** Angil Morris-Jones, City Attorney

**DEPARTMENT:** City Attorney

**PHONE:** 619-336-4222

**APPROVED BY:** 

**EXPLANATION:**

Per City Council direction at the November 19, 2019 City Council Meeting, the City Attorney was directed to draft a Resolution to place a measure to repeal Ordinance No. 2019-2463 on the March 3, 2020 Primary Ballot wherein the voters shall decide whether or not to repeal Ordinance No. 2019-2463.

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 Tuesday, March 3, 2020 with the Statewide 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 the 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 Ordinance No. 2019 - 2463, "An Ordinance of the City Council of the City of National City Adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits," be adopted?	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, returned 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) Voter signature verification services as needed;
- d) 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 3rd day of December, 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, relating to a measure to repeal Ordinance No. 2019-2463, “An Ordinance of the City Council of the City of National City adding Chapter 8.38 to the National City Municipal Code prohibiting the retail sale of dogs, cats and rabbits”. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 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, relating to a measure to repeal Ordinance No. 2019-2463, "An Ordinance of the City Council of the City of National City adding Chapter 8.38 to the National City Municipal Code prohibiting the retail sale of dogs, cats and rabbits". (City Attorney)

**PREPARED BY:** Angil Morris-Jones, City Attorney

**DEPARTMENT:** City Attorney

**PHONE:** 619-336-4222

**APPROVED BY:** 

**EXPLANATION:**

Per City Council direction at the November 19, 2019 City Council Meeting, the City Attorney was directed to draft a Resolution to place a measure to repeal Ordinance No. 2019-2463 on the March 3, 2020 Primary Ballot wherein the voters shall decide whether or not to repeal Ordinance No. 2019-2463.

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, relating to a measure to repeal Ordinance No. 2019-2463.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the 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, RELATING TO A MEASURE TO REPEAL ORDINANCE NO.  
2019 - 2463, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY ADDING CHAPTER 8.38 TO THE NATIONAL CITY MUNICIPAL  
CODE PROHIBITING THE RETAIL SALE OF DOGS, CATS AND RABBITS"**

**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 Repeal Ordinance No. 2019 - 2463, "An Ordinance of the City Council of the City of National City Adding Chapter 8.38 to the National City Municipal Code Prohibiting the Retail Sale of Dogs, Cats and Rabbits" (the "Resolution"); 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 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 Elections 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. 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 5. 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 3rd day of December, 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: [Investment Report for the quarter ended September 30, 2019. \(Finance\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Investment Report for the quarter ended September 30, 2019.

**PREPARED BY:** *Ronald Gutlay*

**PHONE:** 619-336-4346

**DEPARTMENT:** Finance

**APPROVED BY:** *Mark Ralvito*

**EXPLANATION:**

See attached staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

See attached staff report.

**APPROVED:** *Mark Ralvito* **FINANCE**

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

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Accept and File the Investment Report for the Quarter ended September 30, 2019.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Staff Report
2. Investment Listings



## City Council Staff Report

December 3, 2019

### ITEM

Staff Report: Investment Report for the quarter ended September 30, 2019.

### BACKGROUND

The California Government Code (§53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency’s investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- type of investment;
- issuer (bank or institution);
- date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, the Government Code (§53646(b)(2)) requires that the report state the City’s compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool’s ability to meet its expenditure requirements Code (§53646(b)(3)).

### OVERVIEW OF CITY INVESTMENTS

The City’s pooled investment portfolio balance as of September 30, 2019 is summarized below and compared to the balance as of September 30, 2018.

**Table 1**

	9/30/2019	9/30/2018
Book Value <sup>1</sup>	\$ 79,458,718	\$ 56,042,949
Market Value <sup>2</sup>	\$ 80,310,479	\$ 55,785,574

(1) actual cost of investments

(2) amount at which the investments could be sold

The County of San Diego Pooled Money Fund and Chandler Asset Management comprise 89.49% of the City of National City’s total investment portfolio (50.57% and 38.92%, respectively). These are liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a withdrawal request with no

penalty. The remainder of the City’s portfolio is composed of investments that may be liquidated at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation/withdrawal of these investments is at the risk of loss and/or penalty to the City.

Summaries of the City’s investment portfolio are illustrated below.

**INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER**

**As of September 30, 2019**

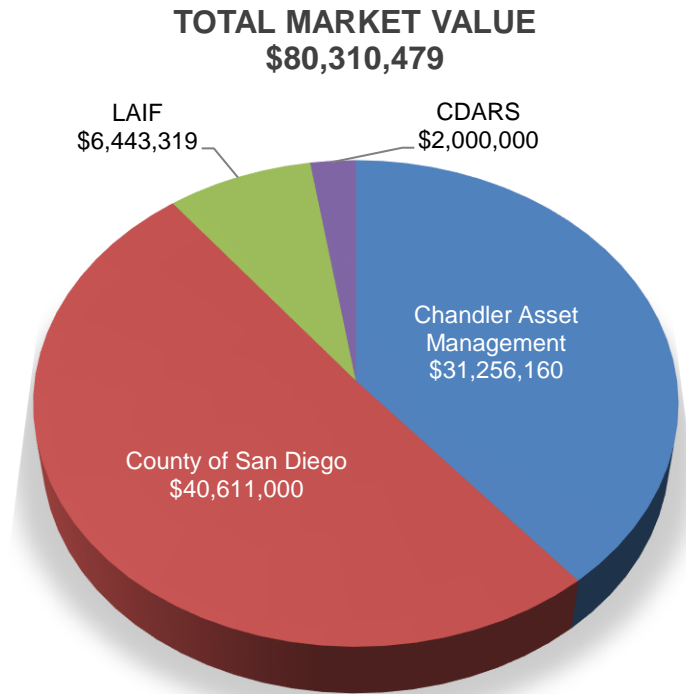
**Table 2**

Issuer/Manager	Book Value	Total Market Value <sup>1</sup>	Market YTM	% of Portfolio
Local Agency Investment Fund	\$6,272,094 <sup>2</sup>	\$6,443,319	2.43% <sup>3</sup>	8.02%
Chandler Asset Management	30,734,876	31,256,160	2.00%	38.92%
County of San Diego	40,451,748	40,611,000	2.39%	50.57%
Certificate of Deposit Account Registry Service (CDARS)	2,000,000	2,000,000	1.49%	2.49%
Totals for September 30, 2019	\$79,458,718	\$80,310,479		100.00%

<sup>1</sup> includes accrued interest

<sup>2</sup> includes LAIF participation factor of 1.001642817

<sup>3</sup> calculated on 30/360 basis



**INVESTMENT PERFORMANCE BY ISSUER/MANAGER**  
**For the Quarter Ended September 30, 2019**

**Table 3** **Total Market Value** <sup>1</sup>

Issuer/Manager	9/30/19	6/30/19	Change	Period Return	Yield (Net) <sup>3</sup>
Chandler Asset Management	\$31,256,160	\$31,036,585	\$219,575	0.73%	NA
County of San Diego	40,611,000	8,354,000	32,257,000	0.25%	1.01%
Local Agency Investment Fund	6,443,319	53,362,810	(46,919,492)	0.62%	2.49%
Neighborhood National Bank (CDARS)	2,000,000	2,000,000	0	0.001%	0.00%
Totals for September 30, 2019	\$78,310,479	\$92,753,395	(\$14,442,917) <sup>2</sup>	0.93% <sup>4</sup>	

<sup>1</sup> includes accrued interest

<sup>2</sup> total include withdrawal(s) of: \$1,000,000 (9/17/19); \$37,000,000 (8/13/19); \$12,500,000 (7/23/19); deposit(s) \$2,000,000 (8/28/19); \$32,000,000 (8/16/19); \$1,500,000 (7/1/19); plus gains or losses

<sup>3</sup> annualized

<sup>4</sup> weighted

### COMPLIANCE STATEMENT

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§53601 et seq).

### FINANCIAL STATEMENT

Realized and unrealized gains for the period, reflected below, were \$293,569. These changes include changes in security market values, gain or loss from the sale of assets, accrued interest, and reinvested interest/earnings.

**Table 4**

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	\$ 54,765
County of San Diego	74,926
Neighborhood National Bank (CDARS)	2,957
LAIF	160,921
Totals for September 30, 2019	\$ 293,569

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

### STAFF CERTIFICATION

Staff certifies that there are sufficient funds to meet the pool's expenditure requirements.

### RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended September 30, 2019.

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
 P.O. Box 942809  
 Sacramento, CA 94209-0001  
 (916) 653-3001

October 02, 2019

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

CITY OF NATIONAL CITY

FINANCE DIRECTOR  
 1243 NATIONAL CITY BLVD  
 NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

**Account Number:** 98-37-576

September 2019 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
9/17/2019	9/17/2019	RW	1617457	KARIM GALEANA	-1,000,000.00

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	7,272,094.15
Total Withdrawal:	-1,000,000.00	Ending Balance:	6,272,094.15



California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
 P.O. Box 942809  
 Sacramento, CA 94209-0001  
 (916) 653-3001

October 02, 2019

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

CITY OF NATIONAL CITY

FINANCE DIRECTOR  
 1243 NATIONAL CITY BLVD  
 NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

**Account Number:** 98-37-576

August 2019 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
8/13/2019	8/13/2019	RW	1615140	KARIM GALEANA	-37,000,000.00
8/28/2019	8/27/2019	RD	1616183	KARIM GALEANA	2,000,000.00

**Account Summary**

Total Deposit:	2,000,000.00	Beginning Balance:	42,272,094.15
Total Withdrawal:	-37,000,000.00	Ending Balance:	7,272,094.15

**Local Agency Investment Fund**  
**P.O. Box 942809**  
**Sacramento, CA 94209-0001**  
**(916) 653-3001**

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)

August 12, 2019

CITY OF NATIONAL CITY

FINANCE DIRECTOR  
 1243 NATIONAL CITY BLVD  
 NATIONAL CITY, CA 91950-4397

PMIA Average Monthly Yields

**Account Number:**  
 98-37-576

Tran Type Definitions

July 2019 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/1/2019	7/1/2019	RD	1609777	KARIM GALEANA	1,500,000.00
7/15/2019	7/12/2019	QRD	1612695	SYSTEM	277,093.30
7/23/2019	7/23/2019	RW	1613700	KARIM GALEANA	-12,500,000.00

Account Summary

Total Deposit:	1,777,093.30	Beginning Balance:	52,995,000.85
Total Withdrawal:	-12,500,000.00	Ending Balance:	42,272,094.15



BETTY T. YEE  
California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name NATIONAL CITY  
Account Number 98-37-576

As of 10/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2019.

Earnings Ratio		.00006701807521016
Interest Rate		2.45%
Dollar Day Total	\$	2,401,153,355.60
Quarter End Principal Balance	\$	6,272,094.15
Quarterly Interest Earned	\$	160,920.68



## State of California Pooled Money Investment Account Market Valuation 9/30/2019

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
1* United States Treasury:				
Bills	\$ 19,962,799,548.19	\$ 20,149,631,218.46	\$ 20,170,090,000.00	NA
Notes	\$ 29,230,407,269.94	\$ 29,224,407,968.98	\$ 29,342,840,500.00	\$ 124,119,915.50
1* Federal Agency:				
SBA	\$ 620,381,235.24	\$ 620,381,235.24	\$ 617,521,687.16	\$ 1,426,589.91
MBS-REMICs	\$ 20,423,873.00	\$ 20,423,873.00	\$ 21,069,725.56	\$ 95,454.83
Debentures	\$ 2,293,822,254.52	\$ 2,293,719,546.19	\$ 2,306,791,550.00	\$ 9,880,630.25
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 450,000,000.00	\$ 450,000,000.00	\$ 450,819,500.00	\$ 1,309,916.50
Discount Notes	\$ 13,081,447,402.81	\$ 13,155,472,340.33	\$ 13,157,427,000.00	NA
1* Supranational Debentures	\$ 539,155,502.87	\$ 539,155,502.87	\$ 543,537,100.00	\$ 2,598,084.50
1* Supranational Debentures FR	\$ 200,220,716.29	\$ 200,220,716.29	\$ 200,322,832.09	\$ 789,345.53
2* CDs and YCDs FR	\$ 400,000,000.00	\$ 400,000,000.00	\$ 400,000,000.00	\$ 965,740.06
2* Bank Notes	\$ 650,000,000.00	\$ 650,000,000.00	\$ 649,844,510.98	\$ 4,031,486.11
2* CDs and YCDs	\$ 16,975,000,000.00	\$ 16,975,000,000.00	\$ 16,978,243,253.92	\$ 122,495,097.25
2* Commercial Paper	\$ 7,386,012,069.47	\$ 7,418,124,113.81	\$ 7,418,575,176.70	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,833,740,000.00	\$ 4,833,740,000.00	\$ 4,833,740,000.00	NA
AB 55 & GF Loans	\$ 795,980,000.00	\$ 795,980,000.00	\$ 795,980,000.00	NA
<b>TOTAL</b>	<b>\$ 97,439,389,872.33</b>	<b>\$ 97,726,256,515.17</b>	<b>\$ 97,886,802,836.41</b>	<b>\$ 267,712,260.44</b>

Fair Value Including Accrued Interest

\$ 98,154,515,096.85

\* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.001642817). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,032,856.33 or \$20,000,000.00 x 1.001642817.



# City of National City - Account #10162

## MONTHLY ACCOUNT STATEMENT

SEPTEMBER 1, 2019 THROUGH SEPTEMBER 30, 2019

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Bank of New York Mellon  
Lauren Dehner  
(904) 645-1918

**CHANDLER ASSET MANAGEMENT**  
chandlerasset.com

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



**PORTFOLIO CHARACTERISTICS**

Average Modified Duration	1.77
Average Coupon	2.10%
Average Purchase YTM	2.18%
Average Market YTM	1.83%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	1.97 yrs
Average Life	1.83 yrs

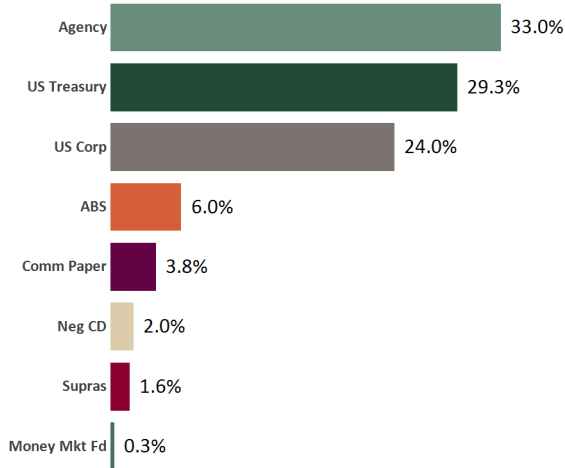
**ACCOUNT SUMMARY**

	Beg. Values as of 8/31/19	End Values as of 9/30/19
Market Value	31,135,007	31,106,634
Accrued Interest	142,821	149,526
<b>Total Market Value</b>	<b>31,277,828</b>	<b>31,256,160</b>
Income Earned	53,267	54,765
Cont/WD		-2,244
Par	30,784,640	30,816,457
Book Value	30,685,873	30,734,876
Cost Value	30,685,873	30,734,876

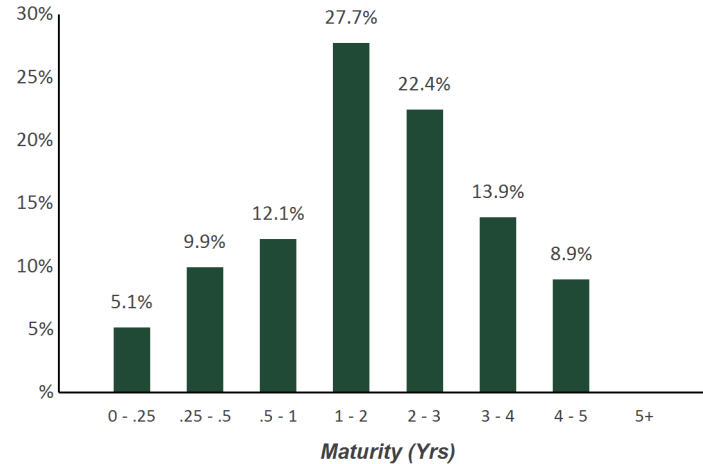
**TOP ISSUERS**

Government of United States	29.3%
Federal Home Loan Bank	13.0%
Federal Home Loan Mortgage Corp	12.2%
Federal National Mortgage Assoc	7.8%
Toyota Motor Corp	3.3%
Honda ABS	2.1%
Toronto Dominion Holdings	2.0%
MUFG Bank Ltd/NY	1.9%
<b>Total</b>	<b>71.6%</b>

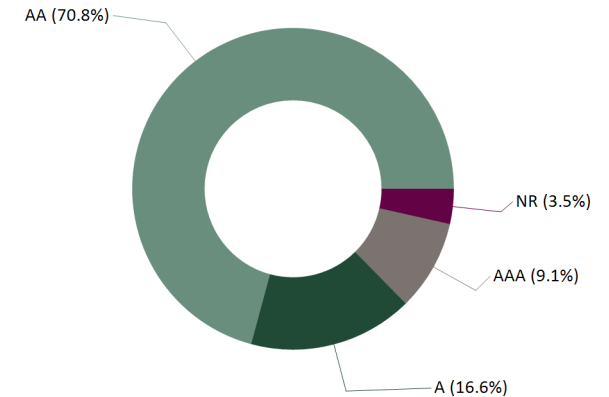
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**



**PERFORMANCE REVIEW**

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/29/2012
City of National City	-0.06%	0.73%	3.35%	4.53%	2.47%	1.81%	1.53%	N/A	1.19%
ICE BAML 1-3 Yr US Treasury/Agency Index	-0.11%	0.58%	3.02%	4.35%	2.18%	1.54%	1.33%	N/A	1.05%
ICE BAML 1-3 Yr US Corp/Govt Rated AAA-A Index	-0.08%	0.65%	3.25%	4.52%	2.34%	1.72%	1.50%	N/A	1.25%

# Statement of Compliance

As of September 30, 2019



## City of National City

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
Municipal Securities	BBB rated equivalent by a NRSRO or 4th highest general classification by a NRSRO; 30% maximum	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	"AA" rated or higher by a NRSRO; 30% maximum; U.S. dollar denominated; Issued by: IBRD, IFC, IADB	Complies
Banker's Acceptances	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 40% maximum; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 25% maximum; 270 days max maturity	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Amount per institution limited to the max covered under FDIC; 30% maximum combined certificates of deposit including CDARS	Complies
Negotiable Certificates of Deposit	"A" rated or higher by at least two NRSROs; and/or have short term debt rated "A1" or higher by at least two NRSROs; 30% maximum	Complies
Corporate Medium Term Notes	"A" rated or better by at least two NRSROs; 30% maximum; Issued by corporations organized and operating within the U.S.	Complies
Money Market Mutual Funds	AAA rated or equivalent by at least two NRSROs; 20% maximum; SEC registered with assets under management in excess of \$500 million	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	"AA" rated or better by two NRSROs; "A" rated or higher for the issuer's debt by two NRSROs; 20% maximum	Complies
Local Agency Investment Fund - LAIF	maximum LAIF program; Currently not used by investment adviser	Complies
Prohibited Securities	Inverse floaters; Ranges notes; Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements; Foreign currency denominated sec	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Maximum Issuer	5% max (except US Government, its agencies and enterprises)	Complies
Maximum maturity	5 years	Complies

# Reconciliation Summary

As of September 30, 2019



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$30,685,873.08</b>
<b>Acquisition</b>		
+ Security Purchases	\$1,213,999.75	
+ Money Market Fund Purchases	\$635,821.12	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$1,849,820.87</b>
<b>Dispositions</b>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$1,217,753.22	
- MMF Withdrawals	\$2,243.52	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$540,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$44,007.67	
<b>Total Dispositions</b>		<b>\$1,804,004.41</b>
<b>Amortization/Accretion</b>		
+/- Net Accretion	\$0.00	
		\$0.00
<b>Gain/Loss on Dispositions</b>		
+/- Realized Gain/Loss	\$3,186.22	
		\$3,186.22
<b>ENDING BOOK VALUE</b>		<b>\$30,734,875.76</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$680,997.06</b>
<b>Acquisition</b>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$50,257.20	
Dividend Received	\$1,556.25	
Principal on Maturities	\$540,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$44,007.67	
<b>Total Acquisitions</b>	<b>\$635,821.12</b>	
<b>Dispositions</b>		
Withdrawals	\$2,243.52	
Security Purchase	\$1,213,999.75	
Accrued Interest Paid	\$3,753.47	
<b>Total Dispositions</b>	<b>\$1,219,996.74</b>	
<b>ENDING BOOK VALUE</b>		<b>\$96,821.44</b>



Income Earned

As of September 30, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
02582JHE3	American Express Credit 2017-3 A 1.77% Due 11/15/2022	07/03/2018 07/06/2018 190,000.00	186,318.75 0.00 0.00 186,318.75	149.47 280.25 149.47 280.25	0.00 0.00 0.00 280.25	280.25
02587AAJ3	American Express Credit 2017-1 1.93% Due 09/15/2022	07/16/2018 07/18/2018 300,000.00	295,464.84 0.00 0.00 295,464.84	257.33 482.50 257.33 482.50	0.00 0.00 0.00 482.50	482.50
02665WAZ4	American Honda Finance Note 2.45% Due 09/24/2020	07/11/2017 07/14/2017 400,000.00	405,848.00 0.00 0.00 405,848.00	4,273.89 4,900.00 190.56 816.67	0.00 0.00 0.00 816.67	816.67
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	04/11/2019 04/15/2019 400,000.00	395,528.00 0.00 0.00 395,528.00	3,146.67 0.00 3,946.67 800.00	0.00 0.00 0.00 800.00	800.00
06051GEU9	Bank of America Corp Note 3.3% Due 01/11/2023	12/27/2018 12/31/2018 400,000.00	393,500.00 0.00 0.00 393,500.00	1,833.33 0.00 2,933.33 1,100.00	0.00 0.00 0.00 1,100.00	1,100.00
06406RAA5	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.6% Due 02/07/2022	08/14/2018 08/16/2018 400,000.00	392,152.00 0.00 0.00 392,152.00	693.33 0.00 1,560.00 866.67	0.00 0.00 0.00 866.67	866.67
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	08/26/2019 08/28/2019 400,000.00	412,068.00 0.00 0.00 412,068.00	5,072.22 5,500.00 488.89 916.67	0.00 0.00 0.00 916.67	916.67
166764AR1	Chevron Corp Callable Note Cont 2/3/2020 1.961% Due 03/03/2020	12/13/2017 12/15/2017 400,000.00	399,064.00 0.00 0.00 399,064.00	3,878.42 3,922.00 610.09 653.67	0.00 0.00 0.00 653.67	653.67
22160KAJ4	Costco Wholesale Corp Callable Note Cont 4/18/2021 2.15% Due 05/18/2021	07/25/2017 07/28/2017 400,000.00	401,208.00 0.00 0.00 401,208.00	2,460.56 0.00 3,177.22 716.66	0.00 0.00 0.00 716.66	716.66

Income Earned

As of September 30, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
24422EUR8	John Deere Capital Corp Note 3.45% Due 01/10/2024	03/14/2019 03/18/2019 400,000.00	408,860.00 0.00 0.00 408,860.00	1,955.00 0.00 3,105.00 1,150.00	0.00 0.00 0.00 1,150.00	1,150.00
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/30/2019 01/31/2019 525,000.00	540,734.25 0.00 0.00 540,734.25	4,085.16 0.00 5,561.72 1,476.56	0.00 0.00 0.00 1,476.56	1,476.56
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 580,000.00	605,009.60 0.00 0.00 605,009.60	3,566.60 0.00 4,956.18 1,389.58	0.00 0.00 0.00 1,389.58	1,389.58
3130A3KM5	FHLB Note 2.5% Due 12/09/2022	09/10/2019 09/13/2019 575,000.00	0.00 591,174.75 0.00 591,174.75	0.00 (3,753.47) 4,472.22 718.75	0.00 0.00 0.00 718.75	718.75
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	10/13/2016 10/14/2016 490,000.00	490,960.40 0.00 0.00 490,960.40	243.30 0.00 804.76 561.46	0.00 0.00 0.00 561.46	561.46
3130AABG2	FHLB Note 1.875% Due 11/29/2021	03/08/2017 03/09/2017 565,000.00	559,044.90 0.00 0.00 559,044.90	2,707.29 0.00 3,590.10 882.81	0.00 0.00 0.00 882.81	882.81
313378WG2	FHLB Note 2.5% Due 03/11/2022	03/13/2018 03/14/2018 600,000.00	596,646.00 0.00 0.00 596,646.00	7,083.33 7,500.00 833.33 1,250.00	0.00 0.00 0.00 1,250.00	1,250.00
313379Q69	FHLB Note 2.125% Due 06/10/2022	06/20/2017 06/21/2017 600,000.00	607,110.00 0.00 0.00 607,110.00	2,868.75 0.00 3,931.25 1,062.50	0.00 0.00 0.00 1,062.50	1,062.50
313380FB8	FHLB Note Due 09/13/2019	Various Various 0.00	536,816.60 0.00 536,816.60 0.00	3,465.00 3,712.50 0.00 247.50	0.00 0.00 0.00 247.50	247.50

## Income Earned

As of September 30, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G0D75	FNMA Note 1.5% Due 06/22/2020	12/17/2015 12/21/2015 575,000.00	568,778.50 0.00 0.00 568,778.50	1,653.13 0.00 2,371.88 718.75	0.00 0.00 0.00 718.75	718.75
3135G0N82	FNMA Note 1.25% Due 08/17/2021	01/26/2017 01/31/2017 440,000.00	425,444.80 0.00 0.00 425,444.80	213.89 0.00 672.22 458.33	0.00 0.00 0.00 458.33	458.33
3135G0T78	FNMA Note 2% Due 10/05/2022	12/12/2017 12/13/2017 500,000.00	494,215.00 0.00 0.00 494,215.00	4,055.56 0.00 4,888.89 833.33	0.00 0.00 0.00 833.33	833.33
3135G0U27	FNMA Note 2.5% Due 04/13/2021	07/23/2018 07/24/2018 300,000.00	297,771.00 0.00 0.00 297,771.00	2,875.00 0.00 3,500.00 625.00	0.00 0.00 0.00 625.00	625.00
3135G0W33	FNMA Note 1.375% Due 09/06/2022	09/05/2019 09/06/2019 625,000.00	0.00 622,825.00 0.00 622,825.00	0.00 0.00 596.79 596.79	0.00 0.00 0.00 596.79	596.79
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	Various Various 575,000.00	585,310.00 0.00 0.00 585,310.00	1,820.83 0.00 2,958.86 1,138.03	0.00 0.00 0.00 1,138.03	1,138.03
3137EADM8	FHLMC Note 1.25% Due 10/02/2019	05/05/2015 05/06/2015 450,000.00	444,822.75 0.00 0.00 444,822.75	2,328.13 0.00 2,796.88 468.75	0.00 0.00 0.00 468.75	468.75
3137EADR7	FHLMC Note 1.375% Due 05/01/2020	08/24/2016 08/25/2016 455,000.00	460,332.60 0.00 0.00 460,332.60	2,085.42 0.00 2,606.77 521.35	0.00 0.00 0.00 521.35	521.35
3137EAEF2	FHLMC Note 1.375% Due 04/20/2020	04/27/2017 04/28/2017 460,000.00	457,741.40 0.00 0.00 457,741.40	2,301.60 0.00 2,828.68 527.08	0.00 0.00 0.00 527.08	527.08

Income Earned

As of September 30, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	01/18/2018 01/19/2018 600,000.00	594,780.00 0.00 0.00 594,780.00	3,250.00 0.00 4,187.50 937.50	0.00 0.00 0.00 937.50	937.50
3137EAEI9	FHLMC Note 2.375% Due 02/16/2021	03/13/2018 03/14/2018 600,000.00	598,068.00 0.00 0.00 598,068.00	593.75 0.00 1,781.25 1,187.50	0.00 0.00 0.00 1,187.50	1,187.50
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	11/26/2018 11/27/2018 600,000.00	593,214.00 0.00 0.00 593,214.00	3,300.00 0.00 4,675.00 1,375.00	0.00 0.00 0.00 1,375.00	1,375.00
369550BE7	General Dynamics Corp Note 3% Due 05/11/2021	Various Various 400,000.00	397,216.30 0.00 0.00 397,216.30	3,666.66 0.00 4,666.66 1,000.00	0.00 0.00 0.00 1,000.00	1,000.00
40428HPV8	HSBC USA Inc Note 2.75% Due 08/07/2020	11/16/2017 11/20/2017 290,000.00	293,569.90 0.00 0.00 293,569.90	531.67 0.00 1,196.25 664.58	0.00 0.00 0.00 664.58	664.58
43814UAG4	Honda Auto Receivables 2018-2 A3 3.01% Due 05/18/2022	05/22/2018 05/30/2018 175,000.00	174,996.19 0.00 0.00 174,996.19	190.22 438.96 190.22 438.96	0.00 0.00 0.00 438.96	438.96
43814WAB1	HAROT 2019-1 A2 2.75% Due 09/20/2021	02/19/2019 02/27/2019 135,000.00	134,991.31 0.00 0.00 134,991.31	134.06 309.38 134.06 309.38	0.00 0.00 0.00 309.38	309.38
43815HAC1	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 08/22/2022	08/21/2018 08/28/2018 255,000.00	254,965.01 0.00 0.00 254,965.01	208.96 626.87 208.96 626.87	0.00 0.00 0.00 626.87	626.87
43815NAC8	HAROT 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 100,000.00	99,999.17 0.00 0.00 99,999.17	19.78 89.00 79.11 148.33	0.00 0.00 0.00 148.33	148.33

## Income Earned

As of September 30, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
459200HM6	IBM Corp Note 1.625% Due 05/15/2020	02/07/2018 02/09/2018 400,000.00	392,596.00 0.00 0.00 392,596.00	1,913.89 0.00 2,455.56 541.67	0.00 0.00 0.00 541.67	541.67
45950KCM0	International Finance Corp Note 2.25% Due 01/25/2021	01/24/2018 01/26/2018 500,000.00	498,580.00 0.00 0.00 498,580.00	1,125.00 0.00 2,062.50 937.50	0.00 0.00 0.00 937.50	937.50
46625HKA7	JP Morgan Chase Callable Note Cont 12/23/2019 2.25% Due 01/23/2020	08/23/2017 08/28/2017 400,000.00	403,336.00 0.00 0.00 403,336.00	950.00 0.00 1,700.00 750.00	0.00 0.00 0.00 750.00	750.00
477870AC3	JDOT 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 115,000.00	114,975.59 0.00 0.00 114,975.59	261.21 360.05 112.96 211.80	0.00 0.00 0.00 211.80	211.80
47788EAB4	John Deere Owner Trust 2018-B A2 2.83% Due 04/15/2021	07/18/2018 07/25/2018 224,593.93	249,914.83 0.00 25,330.10 224,584.73	314.35 589.41 282.49 557.55	0.00 0.00 0.00 557.55	557.55
47789JAB2	John Deere Owner Trust 2019-A A2 2.85% Due 12/15/2021	03/05/2019 03/13/2019 200,000.00	199,990.88 0.00 0.00 199,990.88	253.33 475.00 253.33 475.00	0.00 0.00 0.00 475.00	475.00
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/03/2020	07/11/2017 07/14/2017 270,000.00	270,999.00 0.00 0.00 270,999.00	1,770.00 0.00 2,220.00 450.00	0.00 0.00 0.00 450.00	450.00
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 09/15/2021	10/26/2017 10/31/2017 400,000.00	395,816.00 0.00 0.00 395,816.00	3,504.44 3,800.00 337.78 633.34	0.00 0.00 0.00 633.34	633.34
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	04/24/2018 04/26/2018 400,000.00	385,792.00 0.00 0.00 385,792.00	898.33 0.00 1,715.00 816.67	0.00 0.00 0.00 816.67	816.67

Income Earned

As of September 30, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	07/12/2017 07/17/2017 400,000.00	396,056.00 0.00 0.00 396,056.00	2,210.00 0.00 2,860.00 650.00	0.00 0.00 0.00 650.00	650.00
89236TFS9	Toyota Motor Credit Corp Note 3.35% Due 01/08/2024	05/20/2019 05/22/2019 400,000.00	411,444.00 0.00 0.00 411,444.00	1,972.78 0.00 3,089.44 1,116.66	0.00 0.00 0.00 1,116.66	1,116.66
89237RAB4	Toyota Auto Receivable 2017-C A2A Due 07/15/2020	07/25/2017 08/02/2017 0.00	1,335.14 0.00 1,335.14 0.00	0.94 1.78 0.00 0.84	0.00 0.00 0.00 0.84	0.84
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	01/23/2018 01/31/2018 35,041.50	52,377.52 0.00 17,339.61 35,037.91	48.89 91.67 32.71 75.49	0.00 0.00 0.00 75.49	75.49
89238KAD4	Toyota Auto Receivables Owner 2017-D A3 1.93% Due 01/18/2022	04/16/2019 04/18/2019 130,000.00	129,004.69 0.00 0.00 129,004.69	90.60 209.08 90.60 209.08	0.00 0.00 0.00 209.08	209.08
91159HHL7	US Bancorp Callable Note 1X 12/29/2020 2.35% Due 01/29/2021	07/19/2017 07/24/2017 400,000.00	404,036.00 0.00 0.00 404,036.00	835.56 0.00 1,618.89 783.33	0.00 0.00 0.00 783.33	783.33
9128284D9	US Treasury Note 2.5% Due 03/31/2023	12/27/2018 12/28/2018 450,000.00	448,505.86 0.00 0.00 448,505.86	4,733.61 5,625.00 30.74 922.13	0.00 0.00 0.00 922.13	922.13
912828G53	US Treasury Note 1.875% Due 11/30/2021	08/28/2017 08/29/2017 600,000.00	604,994.20 0.00 0.00 604,994.20	2,858.61 0.00 3,780.74 922.13	0.00 0.00 0.00 922.13	922.13
912828J50	US Treasury Note 1.375% Due 02/29/2020	07/25/2017 07/26/2017 600,000.00	598,408.26 0.00 0.00 598,408.26	22.66 0.00 702.61 679.95	0.00 0.00 0.00 679.95	679.95

Income Earned

As of September 30, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828L24	US Treasury Note 1.875% Due 08/31/2022	09/06/2018 09/07/2018 450,000.00	435,445.31 0.00 0.00 435,445.31	23.18 0.00 718.58 695.40	0.00 0.00 0.00 695.40	695.40
912828L32	US Treasury Note 1.375% Due 08/31/2020	Various Various 600,000.00	600,184.82 0.00 0.00 600,184.82	22.67 0.00 702.61 679.94	0.00 0.00 0.00 679.94	679.94
912828M80	US Treasury Note 2% Due 11/30/2022	04/11/2019 04/15/2019 600,000.00	593,554.69 0.00 0.00 593,554.69	3,049.18 0.00 4,032.79 983.61	0.00 0.00 0.00 983.61	983.61
912828M98	US Treasury Note 1.625% Due 11/30/2020	11/29/2016 11/30/2016 570,000.00	568,331.99 0.00 0.00 568,331.99	2,353.59 0.00 3,112.81 759.22	0.00 0.00 0.00 759.22	759.22
912828Q37	US Treasury Note 1.25% Due 03/31/2021	04/27/2017 04/28/2017 375,000.00	369,024.69 0.00 0.00 369,024.69	1,972.34 2,343.75 12.81 384.22	0.00 0.00 0.00 384.22	384.22
912828Q78	US Treasury Note 1.375% Due 04/30/2021	05/25/2017 05/31/2017 500,000.00	494,650.11 0.00 0.00 494,650.11	2,316.58 0.00 2,877.04 560.46	0.00 0.00 0.00 560.46	560.46
912828S76	US Treasury Note 1.125% Due 07/31/2021	08/28/2018 08/29/2018 600,000.00	573,375.00 0.00 0.00 573,375.00	586.96 0.00 1,137.23 550.27	0.00 0.00 0.00 550.27	550.27
912828UB4	US Treasury Note 1% Due 11/30/2019	10/29/2015 11/02/2015 450,000.00	443,181.20 0.00 0.00 443,181.20	1,143.44 0.00 1,512.30 368.86	0.00 0.00 0.00 368.86	368.86
912828UL2	US Treasury Note 1.375% Due 01/31/2020	12/08/2016 12/09/2016 490,000.00	489,312.58 0.00 0.00 489,312.58	585.87 0.00 1,135.12 549.25	0.00 0.00 0.00 549.25	549.25

**Income Earned**

As of September 30, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828UV0	US Treasury Note 1.125% Due 03/31/2020	Various Various 600,000.00	596,517.64 0.00 0.00 596,517.64	2,840.16 3,375.00 18.45 553.29	0.00 0.00 0.00 553.29	553.29
912828V72	US Treasury Note 1.875% Due 01/31/2022	09/17/2018 09/18/2018 450,000.00	435,744.14 0.00 0.00 435,744.14	733.70 0.00 1,421.54 687.84	0.00 0.00 0.00 687.84	687.84
912828W89	US Treasury Note 1.875% Due 03/31/2022	04/26/2018 04/30/2018 600,000.00	580,593.75 0.00 0.00 580,593.75	4,733.61 5,625.00 30.74 922.13	0.00 0.00 0.00 922.13	922.13
912828WE6	US Treasury Note 2.75% Due 11/15/2023	07/22/2019 07/23/2019 600,000.00	624,000.00 0.00 0.00 624,000.00	4,887.23 0.00 6,232.34 1,345.11	0.00 0.00 0.00 1,345.11	1,345.11
912828WN6	US Treasury Note 2% Due 05/31/2021	04/29/2019 04/30/2019 550,000.00	546,755.86 0.00 0.00 546,755.86	2,795.08 0.00 3,696.72 901.64	0.00 0.00 0.00 901.64	901.64
931142EJ8	Wal-Mart Stores Note 3.125% Due 06/23/2021	07/02/2018 07/05/2018 400,000.00	402,052.00 0.00 0.00 402,052.00	2,361.11 0.00 3,402.78 1,041.67	0.00 0.00 0.00 1,041.67	1,041.67
			<b>28,213,435.02</b>	<b>131,137.21</b>	<b>0.00</b>	
			<b>1,213,999.75</b>	<b>46,503.73</b>	<b>0.00</b>	
			<b>580,821.45</b>	<b>134,297.31</b>	<b>0.00</b>	
<b>Total Fixed Income</b>		<b>28,919,635.43</b>	<b>28,846,613.32</b>	<b>49,663.83</b>	<b>49,663.83</b>	<b>49,663.83</b>

<b>CASH &amp; EQUIVALENT</b>						
60934N807	Federated Investors Govt Oblig Fund Inst.	07/15/2019 07/15/2019 96,821.44	680,997.06 40,892.90 625,068.52 96,821.44	0.00 1,556.25 0.00 1,556.25	0.00 0.00 0.00 1,556.25	1,556.25



Income Earned

As of September 30, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
62479MXN8	MUFG Bank Ltd/NY Discount CP 2.27% Due 10/22/2019	06/20/2019 06/20/2019 600,000.00	595,308.67 0.00 0.00 595,308.67	2,761.83 0.00 3,896.83 1,135.00	0.00 0.00 0.00 1,135.00	1,135.00
89114MXX0	Toronto Dominion Bank Yankee CD 2.68% Due 03/16/2020	08/12/2019 08/13/2019 600,000.00	602,160.00 0.00 0.00 602,160.00	7,459.33 0.00 8,799.33 1,340.00	0.00 0.00 0.00 1,340.00	1,340.00
89233GA71	Toyota Motor Credit Discount CP 2.14% Due 01/07/2020	07/22/2019 07/22/2019 600,000.00	593,972.33 0.00 0.00 593,972.33	1,462.33 0.00 2,532.33 1,070.00	0.00 0.00 0.00 1,070.00	1,070.00
<b>Total Cash &amp; Equivalent</b>			<b>1,896,821.44</b>	<b>5,101.25</b>	<b>5,101.25</b>	<b>5,101.25</b>
			<b>2,472,438.06</b>	<b>11,683.49</b>	<b>0.00</b>	
			<b>40,892.90</b>	<b>1,556.25</b>	<b>0.00</b>	
			<b>625,068.52</b>	<b>15,228.49</b>	<b>0.00</b>	
			<b>1,888,262.44</b>	<b>5,101.25</b>	<b>5,101.25</b>	<b>5,101.25</b>
			<b>30,685,873.08</b>	<b>142,820.70</b>	<b>0.00</b>	
			<b>1,254,892.65</b>	<b>48,059.98</b>	<b>0.00</b>	
			<b>1,205,889.97</b>	<b>149,525.80</b>	<b>0.00</b>	
<b>TOTAL PORTFOLIO</b>		<b>30,816,456.87</b>	<b>30,734,875.76</b>	<b>54,765.08</b>	<b>54,765.08</b>	<b>54,765.08</b>



**COUNTY OF SAN DIEGO INVESTMENT POOL**  
**TREASURY INVESTMENT RESULTS**

**SEPT**  
**2019**

# PARTICIPANT CASH BALANCES

## County of San Diego Pooled Money Fund

As of September 30, 2019

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PARTICIPANT	FMV 07/31/19	FMV 08/31/19	FMV 09/30/19	% of Total	PARTICIPANT	FMV 07/31/19	FMV 08/31/19	FMV 09/30/19	% of Total
<b>COUNTY</b>	\$ 708,611	\$ 746,653	\$ 855,390	<b>10.05%</b>	Lake Cuyamaca Rec & Park District	196	218	218	
<b>COUNTY - SPECIAL TRUST FUNDS</b>	2,400,961	2,210,826	2,179,192	<b>25.59%</b>	Lakeside FPD	8,785	7,627	7,151	
<b>NON-COUNTY INVESTMENT FUNDS</b>	109,881	108,117	113,850	<b>1.34%</b>	Leucadia Wastewater District	4,860	4,877	4,890	
<b>SCHOOLS - (K THRU 12)</b>	4,504,594	4,126,128	3,884,960	<b>45.62%</b>	Lower Sweetwater FPD	721	728	616	
					Metropolitan Transit System	39,390	36,816	39,454	
<b>COMMUNITY COLLEGES</b>					Mission Resource Conservation District	209	186	187	
San Diego	195,342	139,365	134,436	1.59%	North County Cemetery District	5,526	5,804	5,781	
Grossmont-Cuyamaca	193,178	161,628	166,490	1.96%	North County Dispatch	3,235	2,996	4,709	
MiraCosta	134,231	109,838	102,110	1.20%	North County FPD	3,341	2,837	2,168	
Palomar	255,924	236,344	228,628	2.68%	Otay Water District	283	284	285	
Southwestern	196,043	155,235	158,198	1.86%	Pomerado Cemetery District	1,948	1,930	1,886	
<b>Total Community Colleges</b>	<b>974,718</b>	<b>802,410</b>	<b>789,863</b>	<b>9.28%</b>	Public Agencies Self-Insurance System	3,525	3,537	3,547	
					Ramona Cemetery District	992	963	938	
<b>FIRST 5 COMMISSION</b>	37,122	29,177	36,846		Rancho Santa Fe FPD	14,074	13,030	12,099	
<b>SANCAL</b>	15,427	15,479	3,950		Rincon del Diablo Municipal Water District	4,684	4,700	4,710	
<b>SDCERA</b>	604	605	619		SANDAG	100,521	103,582	101,080	
					SD County Regional Airport Authority	201,568	207,452	213,368	
<b>CITIES</b>					San Diego Housing Commission	21,521	21,594	21,654	
Chula Vista	56,898	57,091	53,262		San Diego Geographic Information Source	501	424	418	
Coronado	42,098	37,214	37,374		San Diego Law Library	3,866	3,697	4,021	
Del Mar	2,693	2,702	2,710		San Diego Local Agency Formation Comm	1,878	1,937	1,922	
El Cajon	5,039	5,056	5,070		San Diego Regional Training Center	518	470	810	
Encinitas	4,084	4,098	4,109		San Dieguito River Park	1,494	1,848	1,732	
National City	8,433	40,637	40,611		San Marcos FPD	1	1	1	
Oceanside	10,031	10,065	10,076		San Miguel Consolidated FPD	10,650	8,603	8,920	
					Santa Fe Irrigation District	4,381	4,396	4,408	
<b>INDEPENDENT AGENCIES</b>					Serra Cooperative Library System	2	2	2	
Alpine FPD	1,890	1,625	1,033		Upper San Luis Rey Resource Conserv Dist	60	61	61	
Bonita-Sunnyside FPD	5,569	5,181	5,217		Vallecitos Water District	5,382	5,400	5,415	
Borrego Springs FPD	1,167	1,053	1,013		Valley Center FPD	2,041	1,834	1,737	
Canebrake County Water District	53	53	53		Valley Center Cemetery District	440	442	443	
Deer Springs FPD	11,257	11,404	11,439		Valley Center Water District	22,141	21,506	21,026	
Fallbrook Public Utility District	15	15	15		Vista FPD	3,074	3,085	3,001	
Grossmont Healthcare District	2	2	2		<b>Total Voluntary Participants</b>	<b>674,370</b>	<b>694,505</b>	<b>692,241</b>	<b>8.13%</b>
Julian-Cuyamaca FPD	177	181	183						
					<b>Pooled Money Fund Total</b>	<b>\$ 9,373,134</b>	<b>\$ 8,688,638</b>	<b>\$ 8,515,496</b>	<b>100.00%</b>

Here is the report you requested for July:

<b>National City</b>		<b>Pool YTM: 2.308</b>				
<b>Conversion of Oracle Cash Balance to COSD Pool Market Price</b>						
<b>Month Ended July 31, 2019</b>						
		<b>Current Month</b>	<b>Prior Month</b>	<b>Prior Quarter</b>	<b>Prior Year</b>	
		<b>7/31/2019</b>	<b>6/30/2019</b>	<b>4/30/2019</b>	<b>7/31/2018</b>	
<b>COSD Pool Market Price</b>		<b>100.152%</b>	<b>100.194%</b>	<b>99.708%</b>	<b>99.181%</b>	
<b>COSD Pool Market Value</b>		<b>9,373,134,575</b>	<b>10,135,946,100</b>	<b>11,199,667,684</b>	<b>9,058,146,770</b>	
<b>National City percentage of MV share in COSD Pool</b>		<b>0.0900%</b>	<b>0.0824%</b>	<b>0.0746%</b>	<b>0.0902%</b>	
<b>Fund</b>	<b>Description</b>	<b>Oracle Cash Balance</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>
44077	NATIONAL CITY INVESTMENT FUND	8,415,543	8,435,821	8,353,913	8,360,414	8,170,448
<b>Total for National City</b>		<b>8,415,543</b>	<b>8,435,821</b>	<b>8,353,913</b>	<b>8,360,414</b>	<b>8,170,448</b>

Best,  
Cameron

<http://www.sdtreastax.com/> style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-top:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page;mso-height-relative:page' o:button="t"> **Cameron Urquhart, CFA**  
Investment Officer  
**San Diego County Treasurer-Tax Collector's Office**  
Phone: 619.685.2547 | Fax: 619.557.4093 | [www.sdttc.com](http://www.sdttc.com)

Here is National City's Market Price for August, let me know if you need anything else.

<b>National City</b>		Pool YTM: 2.246			
<b>Conversion of Oracle Cash Balance to COSD Pool Market Price</b>					
<b>Month Ended August 31, 2019</b>					
		Current Month	Prior Month	Prior Quarter	Prior Year
		8/31/2019	7/31/2019	5/31/2019	8/31/2018
COSD Pool Market Price		100.616%	100.152%	99.967%	99.134%
COSD Pool Market Value		8,641,685,919	9,373,134,575	10,645,176,991	8,288,955,691
National City percentage of MV share in COSD Pool		0.4677%	0.0900%	0.0787%	0.0986%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	40,415,543	40,417,165	8,435,821	8,377,754	8,172,910
<b>Total for National City</b>	<b>40,415,543</b>	<b>40,417,165</b>	<b>8,435,821</b>	<b>8,377,754</b>	<b>8,172,910</b>

*\* Please note that the National City Market Value reported above is a prorate share of National City in the COSD Investment Pool and based on National City Cash Balance.*

Thank you,

<http://www.sdtreastax.com/> style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-top:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page;mso-height-relative:page' o:button="t"> **Tommy Trinh**  
 Student Worker  
**San Diego County Treasurer-Tax Collector's Office**  
 1600 Pacific Highway Rm. 152 | San Diego, CA 92101

<b>National City</b>		<b>Pool YTM: 2.178</b>			
<b>Conversion of Oracle Cash Balance to COSD Pool Market Price</b>					
<b>Month Ended September 30th, 2019</b>					
		<b>Current Month</b>	<b>Prior Month</b>	<b>Prior Quarter</b>	<b>Prior Year</b>
		<b>9/30/2019</b>	<b>8/31/2019</b>	<b>6/30/2019</b>	<b>9/30/2018</b>
<b>COSD Pool Market Price</b>		<b>100.471%</b>	<b>100.616%</b>	<b>99.920%</b>	<b>98.985%</b>
<b>COSD Pool Market Value</b>		<b>8,515,496,046</b>	<b>8,641,685,919</b>	<b>10,135,946,100</b>	<b>8,288,955,691</b>
<b>National City percentage of MV share in COSD Pool</b>		<b>0.4769%</b>	<b>0.4677%</b>	<b>0.0787%</b>	<b>0.0986%</b>
<b>Fund Description</b>	<b>Oracle Cash Balance</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>
44077 NATIONAL CITY INVESTMENT FUND	40,451,748	40,610,401	40,417,165	7,976,990	8,172,910
<b>Total for National City</b>	<b>40,451,748</b>	<b>40,610,401</b>	<b>40,417,165</b>	<b>7,976,990</b>	<b>8,172,910</b>

*\* Please note that the National City Market Value reported above is a prorata share of National City in the COSD Investment Pool and based on National City Cash Balance.*

Thank you,

<http://www.sdtreastax.com/> style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-top:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page;mso-height-relative:page' o:button="t"> **Tommy Trinh**

Student Worker

**San Diego County Treasurer-Tax Collector's Office**

1600 Pacific Highway Rm. 152 | San Diego, CA 92101

Phone: 619.531.5275 | Fax: 619.446.8222 | [www.sdttc.com](http://www.sdttc.com)

<b>National City</b>		<b>Pool YTM: 2.136</b>			
<b>Conversion of Oracle Cash Balance to COSD Pool Market Price</b>					
<b>Month Ended October 31st, 2019</b>					
		<b>Current Month</b>	<b>Prior Month</b>	<b>Prior Quarter</b>	<b>Prior Year</b>
		<b>10/31/2019</b>	<b>9/30/2019</b>	<b>7/31/2019</b>	<b>10/31/2018</b>
COSD Pool Market Price		100.529%	100.471%	100.152%	98.943%
COSD Pool Market Value		9,054,664,921	8,515,496,046	9,373,134,575	8,217,317,656
National City percentage of MV share in COSD Pool		0.4475%	0.4769%	0.0900%	0.0995%
<b>Fund Description</b>	<b>Oracle Cash Balance</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>	<b>Market Value</b>
44077 NATIONAL CITY INVESTMENT FUND	40,490,469	40,519,626	40,610,401	8,435,821	8,174,889
<b>Total for National City</b>	<b>40,490,469</b>	<b>40,519,626</b>	<b>40,610,401</b>	<b>8,435,821</b>	<b>8,174,889</b>

*\* Please note that the National City Market Value reported above is a prorata share of National City in the COSD Investment Pool and based on National City Cash Balance.*

Thank you,

<http://www.sdtreastax.com/> style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-top:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page;mso-height-relative:page' o:button="t"> **Tommy Trinh**

Student Worker

**San Diego County Treasurer-Tax Collector's Office**

1600 Pacific Highway Rm. 152 | San Diego, CA 92101

Phone: 619.531.5275 | Fax: 619.446.8222 | [www.sdttc.com](http://www.sdttc.com)

Neighborhood National Bank  
780 Bay Blvd  
Suite 205  
Chula Vista, CA 91910

Date 10/31/19  
Page 1 of 3

CITY OF NATIONAL CITY  
1243 NATIONAL CITY BLVD.  
NATIONAL CITY, CA 91950

Subject: CDARS® Customer Statement

Legal Account Title: CITY OF NATIONAL CITY

Below is a summary of your certificate(s) of deposit, which we are holding for you as your custodian. These certificate(s) of deposit have been issued through CDARS by one or more FDIC-insured depository institutions. Should you have any questions, please contact us at 619-789-4422 or send an email to [dwarren@mynnb.com](mailto:dwarren@mynnb.com).

**Summary of Accounts Reflecting Placements Through CDARS**

<b>Account ID</b>	<b>Effective Date</b>	<b>Maturity Date</b>	<b>Interest Rate</b>	<b>Opening Balance</b>	<b>Ending Balance</b>
1022941778	08/22/19	08/20/20	1.47904%	\$2,000,000.00	\$2,000,000.00
<b>TOTAL</b>				<b>\$2,000,000.00</b>	<b>\$2,000,000.00</b>



**ACCOUNT OVERVIEW**

Account ID: 1022941778  
Product Name: 52-WEEK PUBLIC FUND CD  
Interest Rate: 1.47904%  
Account Balance: \$2,000,000.00

Effective Date: 08/22/19  
Maturity Date: 08/20/20  
YTD Interest Paid: \$0.00  
Interest Accrued: \$5,762.23  
Int Earned Since Last Stmt: \$2,517.93

The Annual Percentage Yield Earned is 1.49%.

**CD Issued by Amalgamated Bank**

YTD Interest Paid:	\$0.00	10/01/19	OPENING BALANCE	\$241,000.00
Interest Accrued:	\$694.35	10/31/19	ENDING BALANCE	\$241,000.00
Int Earned Since Last Stmt:	\$303.41			

**CD Issued by Bank of China**

YTD Interest Paid:	\$0.00	10/01/19	OPENING BALANCE	\$241,000.00
Interest Accrued:	\$694.35	10/31/19	ENDING BALANCE	\$241,000.00
Int Earned Since Last Stmt:	\$303.41			

**CD Issued by Bank Hapoalim B.M.**

YTD Interest Paid:	\$0.00	10/01/19	OPENING BALANCE	\$241,000.00
Interest Accrued:	\$694.35	10/31/19	ENDING BALANCE	\$241,000.00
Int Earned Since Last Stmt:	\$303.41			

**CD Issued by Bank OZK**

YTD Interest Paid:	\$0.00	10/01/19	OPENING BALANCE	\$241,000.00
Interest Accrued:	\$694.35	10/31/19	ENDING BALANCE	\$241,000.00
Int Earned Since Last Stmt:	\$303.41			

**CD Issued by BOKF, National Association**

YTD Interest Paid:	\$0.00	10/01/19	OPENING BALANCE	\$241,000.00
Interest Accrued:	\$694.35	10/31/19	ENDING BALANCE	\$241,000.00
Int Earned Since Last Stmt:	\$303.41			

**CD Issued by Cadence Bank, N.A.**

YTD Interest Paid:	\$0.00	10/01/19	OPENING BALANCE	\$241,000.00
Interest Accrued:	\$694.35	10/31/19	ENDING BALANCE	\$241,000.00
Int Earned Since Last Stmt:	\$303.41			

**CD Issued by Franklin Synergy Bank**

YTD Interest Paid:	\$0.00	10/01/19	OPENING BALANCE	\$62,779.43
Interest Accrued:	\$180.87	10/31/19	ENDING BALANCE	\$62,779.43
Int Earned Since Last Stmt:	\$79.04			

**CD Issued by Simmons Bank**

YTD Interest Paid:	\$0.00	10/01/19	OPENING BALANCE	\$241,000.00
Interest Accrued:	\$694.35	10/31/19	ENDING BALANCE	\$241,000.00
Int Earned Since Last Stmt:	\$303.41			

**CD Issued by Southern States Bank**

YTD Interest Paid:	\$0.00	10/01/19	OPENING BALANCE	\$9,220.57
Interest Accrued:	\$26.56	10/31/19	ENDING BALANCE	\$9,220.57
Int Earned Since Last Stmt:	\$11.61			

**CD Issued by TowneBank**

<b>YTD Interest Paid:</b>	\$0.00	<b>10/01/19</b>	<b>OPENING BALANCE</b>	<b>\$241,000.00</b>
<b>Interest Accrued:</b>	\$694.35	<b>10/31/19</b>	<b>ENDING BALANCE</b>	<b>\$241,000.00</b>
<b>Int Earned Since Last Stmt:</b>	\$303.41			

Thank you for your business.

The following page(s) contain the backup material for Agenda Item: [Warrant Register #17 for the period of 10/16/19 through 10/22/19 in the amount of \\$1,705,094.38.](#)  
[\(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #17 for the period of 10/16/19 through 10/22/19 in the amount of \$1,705,094.38.  
(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 10/16/19 - 10/22/19. 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>
Kaiser Foundation HP	344682	181,740.84	Group 104220-0002 September 19
Public Emp Ret System	10172019	247,699.88	Service Period 9/24/19 – 10/7/19

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

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

Warrant total \$1,705,094.38.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,705,094.38

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 17



**WARRANT REGISTER # 17  
10/22/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACTION TARGET INC	SERVICE VISIT / PD	344646	10/21/19	1,950.00
COUNTY OF SAN DIEGO	CO OF SD SHARE OF PARKING CITATION / JULY 2019	344647	10/21/19	6,221.00
DELGADO, E	A KIMBALL HOLIDAY SNOW HILL SUPPLIES	344648	10/21/19	129.24
DENHAM, A	REIMB / VOLUNTEER APPRECIATION DINNER	344649	10/21/19	441.93
DOCUFLOW SOLUTIONS INC	ANNUAL TYPEWRITER MAINTENANCE IBM SELECT	344650	10/21/19	65.00
OFFICE SOLUTIONS BUSINESS	MOP 83778. OFFICE SUPPLIES / FINANCE	344651	10/21/19	552.20
ACME SAFETY & SUPPLY CORP	SAFETY VESTS / PW'S	344652	10/22/19	140.07
ADMINSURE INC	MONTHLY SERVICES NOVEMBER 2019	344653	10/22/19	7,631.25
ALDEMCO	FOOD / NUTRITION	344654	10/22/19	2,324.83
ALL FRESH PRODUCTS	FOOD / NUTRITION	344655	10/22/19	841.38
AMERICAN PLANNING ASSOCIATION	PLANNING MEMBERSHIP / SAINZ	344656	10/22/19	95.00
BOOT WORLD	MOP 64096 BOOTS FOR STAFF/ NSD	344657	10/22/19	125.00
C A P F	OCTOBER 2019 - FIRE LTD	344658	10/22/19	1,091.00
CALIFORNIA LAW ENFORCEMENT	OCTOBER 2019 - PD LTD	344659	10/22/19	2,033.50
CAMACHO, J	TRAINING FTO REIM / CAMACHO	344660	10/22/19	31.35
CHHOKAR, NARINDER	DMV PENALTY FEE REVERSAL	344661	10/22/19	10.00
CHILDREN'S HOSPITAL	SR2S	344662	10/22/19	28,200.65
CLEAR WATER TECHNOLOGIES LLC	WATER TREATMENT SERVICE OCT 2019	344663	10/22/19	475.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS DELIVERED JUNE 12, 2019	344664	10/22/19	1,900.12
CONTRERAS, R	REIMBURSEMENT / R. CONTRERAS / 2019	344665	10/22/19	28.35
CULLIGAN OF SAN DIEGO	CONSUMABLE / NUTRITION	344666	10/22/19	208.50
DELGADO, E	CASA DE SALUD CENTER FALL CRAFT SUPPLIES	344667	10/22/19	50.31
DELTA DENTAL	GROUP 05-0908601002 - OCTOBER 2019	344668	10/22/19	370.89
DELTA DENTAL INSURANCE CO	GROUP 05-7029600002 - OCTOBER 2019	344669	10/22/19	16.50
DEPARTMENT OF JUSTICE	FINGERPRINT APPS SEPTEMBER 2019	344670	10/22/19	288.00
DIVISION ARCHITECT	BS1186 DISABILITY ACCESS AND EDU FUND	344671	10/22/19	1,592.40
DIVISION ARCHITECT	BS1186 DISABILITY ACCESS AND EDU FUND	344672	10/22/19	16.20
D-MAX ENGINEERING INC	T&A90347 1819 E. 9TH ST	344673	10/22/19	1,630.00
ERGOMETRICS	NATIONAL CITY FD CAPTAIN AC	344674	10/22/19	8,385.85
ESTABROOK JR, M	TRAINING ADV LDG CNOA MURRY	344675	10/22/19	620.00
GOMEZ, GERARDO	T&A90343 1343 E. 5TH ST.	344676	10/22/19	417.61
GOVERNMENT FINANCE	BUDGET AWARD PROGRAM APPLICATION FY20	344677	10/22/19	575.00
GRAINGER	PICNIC TABLE, 80" W X80" D, GREEN~	344678	10/22/19	942.02
HDL COREN & CONE	FY2019 AUDIT SERVICE / CAFR STATISTICS REPORT	344679	10/22/19	645.00
IDEMIA IDENTITY & SECURITY USA	FINGERPRINT SUBMISSION SEPTEMBER 2019	344680	10/22/19	16.00
JANI-KING OF CALIFORNIA INC	JANITORIAL SERVICES NUTRITION	344681	10/22/19	2,749.29
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-0002 SEPTEMBER 2019	344682	10/22/19	181,740.84
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-01, 06, 07 SEPTEMBER 2019	344683	10/22/19	20,810.68
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-03, 09 SEPTEMBER 2019	344684	10/22/19	5,878.41
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-05 SEPTEMBER 2019	344685	10/22/19	3,739.84
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-7002 SEPTEMBER 2019	344686	10/22/19	1,632.72
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	344687	10/22/19	91.53
LOPEZ, TERESA YOLANDA	TRANSLATION OF DOCUMENT OCT 02, 2019	344688	10/22/19	210.20
LUNT, D	CAPPO MEETING REFUND / FINANCE	344689	10/22/19	34.96
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES	344690	10/22/19	851.76
MANGUM, N	CACEO CONF PARKING REIMB OCT 02, 2019	344691	10/22/19	20.00
MAXILOM, L	REIMBURSEMENT FOR SUPPLIES-10/08/19 CITY	344692	10/22/19	34.05
MTS	FLAGGING SERVICES / NSD	344694	10/22/19	169.71



**WARRANT REGISTER # 17  
10/22/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MUNOZ, L	TRAVEL EXPENSE - NEOGOV CONFERENCE	344695	10/22/19	483.19
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	344696	10/22/19	2,814.45
NATIONAL EMBLEM INC	CANCER AWARENESS KEYCHAIN	344697	10/22/19	1,505.41
NBS	NBS - LANDSCAPE MAINTENANCE DISTRICT	344698	10/22/19	976.25
NICHOLAS MATTHEWS	TRAINING ADV POST SUB FTO UPD/ MATTHEWS	344699	10/22/19	384.00
OFFICE SOLUTIONS BUSINESS	MOP 83778, FIRE CHARGES	344700	10/22/19	155.88
OFFICE TEAM	TEMPORARY SERVICES W/E SEP 20, 2019 - NSD	344701	10/22/19	1,125.20
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES – PW	344702	10/22/19	17.39
PADILLA, GLORIA	REFUND OF VOIDED CITATION	344703	10/22/19	60.00
PADRE JANITORIAL SUPPLIES	CONSUMABLES / NUTRITION	344704	10/22/19	359.27
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	344705	10/22/19	175.30
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	344706	10/22/19	1,213.95
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY HELP FOR FINANCE	344707	10/22/19	1,368.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	344708	10/22/19	490.05
RANDALL LAMB ASSOCIATES INC	LAS PALMAS POOL ELECT SYST REPLACEMENT	344709	10/22/19	6,798.75
RAULSTON, B	REIMB FOR LUNCH H O TEAM OCT 02, 2019	344710	10/22/19	38.78
RBN DESIGN	REFUND OF OVERPAYMENT ON BL TAX	344711	10/22/19	402.00
RELIANCE STANDARD	GRP VA1826233/VCI801146/VG180848 SEP 2019	344712	10/22/19	530.02
RIVERSIDE COUNTY SHERIFF DEPT	TRAINING TUITION FTO UPDATE	344713	10/22/19	167.00
SAN DIEGO PLASTICS INC	PVC BLUE	344714	10/22/19	96.79
SAN DIEGO UNION TRIBUNE	LEGAL NOTICE IN THE UNION TRIBUNE / PLANNING	344715	10/22/19	409.32
SASI	MONTHLY TRUST ACCOUNTING SEP 2019	344716	10/22/19	49.00
SASI	MONTHLY TRUST ACCOUNTING OCT 2019	344717	10/22/19	46.00
SDG&E	GAS & ELECTRIC UTILITIES FOR PW FY 2020	344718	10/22/19	131.02
SEAPORT MEAT COMPANY	FOOD / NUTRITION	344719	10/22/19	646.13
SHARP REES STEALY MED GROUP	HEPATITIS B SUR AB TEST AUG 01, 2019	344720	10/22/19	35.00
SITONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	344721	10/22/19	634.96
SMART & FINAL	MOP 45756. CASA DE SALUD SNACKS/CSD	344722	10/22/19	144.83
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 - SMART SOURCE - PRINTED ENVELOPES	344723	10/22/19	468.07
SOBREGO, ELENO & BETH	T&A404 1903 PROSPECT ST DEPOSIT	344724	10/22/19	306.72
SOUTHERN CALIF TRUCK STOP	MOP 45758 AUTO SUPPLIES – PW	344725	10/22/19	230.73
SOUTHWEST BOULDER & STONE INC	20105 – AMENDED A TOPSOIL	344726	10/22/19	149.29
SOUTHWEST SIGNAL SERVICE	SERVICE TECHNICIAN & REPLACE STREET LIGHTS	344727	10/22/19	17,327.91
SOUTHWEST SIGNAL SERVICE	SERVICE TECHNICIAN & REPLACE STREET LIGHTS	344728	10/22/19	13,396.75
SOUTHWESTERN COMMUNITY CO	REIMBURSEMENT FOR OVERPAYMENT	344729	10/22/19	878.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - CITY ATTORNEY	344730	10/22/19	117.10
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CSD	344731	10/22/19	446.51
SUN BADGE COMPANY INC	P200 SUNTONE BADGE / NSD	344732	10/22/19	138.78
THE COUNSELING TEAM	TRAINING TUITION SUICIDE / PD	344733	10/22/19	212.00
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	344734	10/22/19	307.50
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES – PW	344735	10/22/19	214.89
U S BANK	CREDIT CARD PAYMENT AUG - SEP 2019	344736	10/22/19	135.96
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2020	344737	10/22/19	463.11
V & V MANUFACTURING	NATIONAL CITY SERVICE PINS SEP 2019	344738	10/22/19	2,376.72
VISION SERVICE PLAN	OCTOBER 2019 VISION SERVICE PLAN (CA)	344739	10/22/19	822.61

**A/P Total 347,275.73**



**WARRANT REGISTER # 17  
10/22/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<b>WIRED PAYMENTS</b>				
CITY NATIONAL BANK	LEASE PAYMENT #38 ENERGY PROJECT	783105	10/16/19	43,101.10
DEEPNET SECURITY	DEEPNET SUPPORT USERS START 09/09/2019	783108	10/16/19	2,290.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 09/24/19 - 10/07/19	10172019	10/17/19	247,699.88
<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
22	10/8/2019	10/21/2019	10/30/2019	1,064,727.67
<b>GRAND TOTAL</b>				<b><u>\$ 1,705,094.38</u></b>

**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 3<sup>RD</sup> OF DECEMBER 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_



The following page(s) contain the backup material for Agenda Item: [Warrant Register #18 for the period of 10/23/19 through 10/29/19 in the amount of \\$1,318,833.17.](#)  
[\(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #18 for the period of 10/23/19 through 10/29/19 in the amount of \$1,318,833.17.  
(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 10/23/19 - 10/29/19. 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>
Portillo Concrete Inc	344793	549,899.57	Euclid Ave Bicycle & Ped Enh
Project Professionals	344797	154,696.93	Paradise Creek Park 111
Select Electric Inc	344807	174,761.38	Citywide Traffic Signal & ADA Pjct

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

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

Warrant total \$1,318,833.17.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,318,833.17

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 18



**WARRANT REGISTER # 18  
10/29/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AYALA, J	REIMB / CASH HANDLING TRAINING	344740	10/29/19	14.15
DODSON, X	REIMB / SUPPLIES FOR MAYOR'S EVENTS	344741	10/29/19	326.16
ESTRELLA, E	REIMB / CASH HANDLING TRAINING	344742	10/29/19	14.15
FIRE PREVENTION SERVICES INC	WEED ABATEMENT PROGRAM APPORTIONMENTS	344743	10/29/19	29,546.76
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CMO	344744	10/29/19	1,278.71
1903 SOLUTIONS LLC	FORTINET RENEWAL 1 YEAR COTERM SVCS	344745	10/29/19	7,373.25
ACME SAFETY & SUPPLY CORP	TRAFFIC CONTROL SUPPLIES OCT 2019	344746	10/29/19	72.32
ALDEMCO	FOOD / NUTRITION	344747	10/29/19	3,992.90
ALL FRESH PRODUCTS	FOOD / NUTRITION	344748	10/29/19	452.88
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	344749	10/29/19	11,012.55
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	344750	10/29/19	765.56
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	344751	10/29/19	85.03
CASA DE NOVIA	REFUND FOR OVERPAID BUSINESS TAX, ACCT 1	344752	10/29/19	96.00
CEB	CEB LEGAL PUBLICATION /CAO/2019	344753	10/29/19	211.51
CHEN RYAN ASSOCIATES INC	24TH ST TODO	344754	10/29/19	35,192.11
CIRCULATE SAN DIEGO	INTRA-CONNECT	344755	10/29/19	3,028.76
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARDOUS WASTE	344756	10/29/19	1,740.48
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	344757	10/29/19	431.10
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	344758	10/29/19	326.00
CONTRERAS, R	MILEAGE AND PARKING REIMBURSEMENT	344759	10/29/19	27.77
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	344760	10/29/19	8,749.50
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES	344761	10/29/19	2,713.82
COUNTYWIDE MECHANICAL	CITY WIDE CATCH BASIN/SUMP CLEANING	344762	10/29/19	1,355.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	344763	10/29/19	3,672.52
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	344764	10/29/19	312.91
CPCA	TRAINING TUITION 20 TRAINING SYM CHIEF / PD	344765	10/29/19	1,300.00
CPCA	TRAINING TUITION STRATEGIC SUCCESSION / PD	344766	10/29/19	375.00
CSA SAN DIEGO COUNTY	FY17-18 CDBG PROG SUB RECIPIENT AGRMT	344767	10/29/19	5,733.52
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2020	344768	10/29/19	798.14
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY20.	344769	10/29/19	2,939.63
DELGADO, E	CASA DE SALUD YOUTH FIELD TRIP SNACKS	344770	10/29/19	35.20
D-MAX ENGINEERING INC	STORMWATER SERVICES	344771	10/29/19	28,352.00
EDCO DISPOSAL CORPORATION	DUMPSTER AT FIRE STATION #34	344772	10/29/19	36.92
EPLUS TECHNOLOGY INC	PALO-ALTO 1 YEAR RENEWAL	344773	10/29/19	23,065.30
FEDEX	POLICE RECRUIT TESTING MATERIALS	344774	10/29/19	20.50
FUN EXPRESS LLC	A KIMBALL HOLIDAY SUPPLIES	344775	10/29/19	193.90
KASEYA US LLC	DARK WEB ID MME 100 - 1 YEAR~	344776	10/29/19	5,000.00
LASER SAVER INC	MOP / INK CARTRIDGES / PD	344778	10/29/19	195.64
LOPEZ, J	TRANSLATION SERVICES AS NEEDED FOR FY20	344779	10/29/19	320.00
MASON'S SAW	MOP 45729 EQUIP SUPPLIES & REPAIR - PW	344780	10/29/19	873.65
METEAU JR, R	TRAVEL EXPENSE REPORT	344781	10/29/19	133.98
METRO WASTEWATER JPA	JPA ANNUAL BUDGET 2020	344782	10/29/19	30,891.21
MOSSY NISSAN	AUTOMOTIVE PARTS OCT 09, 2019	344783	10/29/19	16.51
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES - PW	344784	10/29/19	105.97
NATIONAL CITY AUTO TRIM	R&M AUTOMOTIVE EQUIPMENT OCT 2019	344785	10/29/19	210.94
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES - PW	344786	10/29/19	575.29
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK PARK	344787	10/29/19	4,845.00
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES / NSD	344788	10/29/19	39.87



**WARRANT REGISTER # 18  
10/29/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ONLC TRAINING CENTERS	CISSP TRAINING 9/23/19 -9/27/19	344789	10/29/19	2,995.00
PACIFIC TELEMAGEMENT SERVICE	PAYPHONE SERVICES	344790	10/29/19	86.58
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	344791	10/29/19	122.99
PENSKE FORD	AUTOMOTIVE PARTS OCT 17, 2019	344792	10/29/19	888.69
PORTILLO CONCRETE INC	EUCLID AVE BICYCLE & PED. ENHANCEMENT	344793	10/29/19	549,899.57
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	344794	10/29/19	503.58
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	344795	10/29/19	102.21
PROGRESSIVE SOLUTIONS INC	SOFTWARE LICENSE PAYMENT CENTRAL - 1	344796	10/29/19	5,241.09
PROJECT PROFESSIONALS CORP	PARADISE CREEK PARK 111	344797	10/29/19	154,696.93
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	344798	10/29/19	409.69
QUALITY COUNTS LLC	NATIONAL CITY BLVD.	344799	10/29/19	9,340.00
RDO EQUIPMENT CO	AUTOMOTIVE PARTS NOV 2019	344800	10/29/19	526.97
SAM'S ALIGNMENT	R&M AUTOMOTIVE SERVICES OCT 15, 2019	344801	10/29/19	438.00
SAN DIEGO COUNTY BAR ASSOC	SDCBA MEMBERSHIP RENEWAL / MRS. MORRIS-J	344802	10/29/19	805.00
SAN DIEGO GAS & ELECTRIC	910 /2 EUCLID AVENUE	344803	10/29/19	787.00
SCST INC	1430 HOOVER AVE. CMT	344804	10/29/19	550.00
SDG&E	GAS AND ELECTRIC UTILITIES AUG SEP 2019	344805	10/29/19	41,715.74
SEAPORT MEAT COMPANY	FOOD / NUTRITION	344806	10/29/19	744.30
SELECT ELECTRIC INC	CITYWIDE TRAFFIC SIGNAL & ADA IMPROV.	344807	10/29/19	174,761.38
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY20	344808	10/29/19	317.39
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	344809	10/29/19	552.88
SOUTH BAY COMMUNITY SERVICES	FY 2017-2018 HOME TBRA PROGRAM	344810	10/29/19	13,695.00
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	344811	10/29/19	188.48
STAPLES BUSINESS ADVANTAGE	MOP / OFFICE SUPPLIES / PD	344812	10/29/19	998.22
STARTECH COMPUTERS	MOP / COMPUTER EQUIPMENT / PD	344813	10/29/19	2,558.00
STC TRAFFIC	PROTECTED LEFT TURN PH	344814	10/29/19	24,707.18
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FY 2020~	344815	10/29/19	1,956.74
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	344816	10/29/19	48,177.97
SWRCB	PARADISE CREEK	344817	10/29/19	484.00
SYSCO SAN DIEGO INC	FOOD / NUTRITION	344818	10/29/19	4,163.39
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES/CAO/2019	344819	10/29/19	3,534.00
TOPECO PRODUCTS	MOP 63849 GENERAL AUTO SUPPLIES - PW	344820	10/29/19	95.16
TURF STAR INC	AUTOMOTIVE PARTS OCT 08, 2019	344821	10/29/19	205.42
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	344822	10/29/19	387.59
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY20	344823	10/29/19	1,262.61
ZAPPIELLO, L	TRAVEL MILEAGE REIMBURSEMENT LUCA Z.	344824	10/29/19	80.50
CIRCULATE SAN DIEGO	INTRA-CONNECT	344825	10/29/19	3,944.86
ENSAFE INC	PARADISE REMEDIATION	344826	10/29/19	4,041.25
KTUA	INTRA-CONNECT	344827	10/29/19	38,676.25
RANDALL LAMB ASSOCIATES INC	LIBRARY HVAC SYSTEM	344828	10/29/19	250.00
RELY ENVIRONMENTAL	HAZARDOUS WASTE	344829	10/29/19	2,380.99
SCST INC	PALM AVENUE GI	344830	10/29/19	2,710.50

**A/P Total 1,318,833.17**

**GRAND TOTAL**

**\$ 1,318,833.17**

**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**

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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 3<sup>RD</sup> OF DECEMBER 2019.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption 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:** December 3, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Public Hearing and Adoption 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:**

Adoption of ordinances.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Staff report.

## STAFF REPORT

The purpose of this public hearing is to adopt 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.



## ORDINANCE NO 2019 -

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE 2019 CALIFORNIA FIRE CODE AND THE APPENDICES THERE TO, 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), and 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 Combustible 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 Forewoks," 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 3<sup>RD</sup> day of December, 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 3<sup>RD</sup> day of December, 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 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.

**PASSED and ADOPTED this 3rd day of December, 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 3<sup>rd</sup> day of December, 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 m<sup>3</sup>) 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.

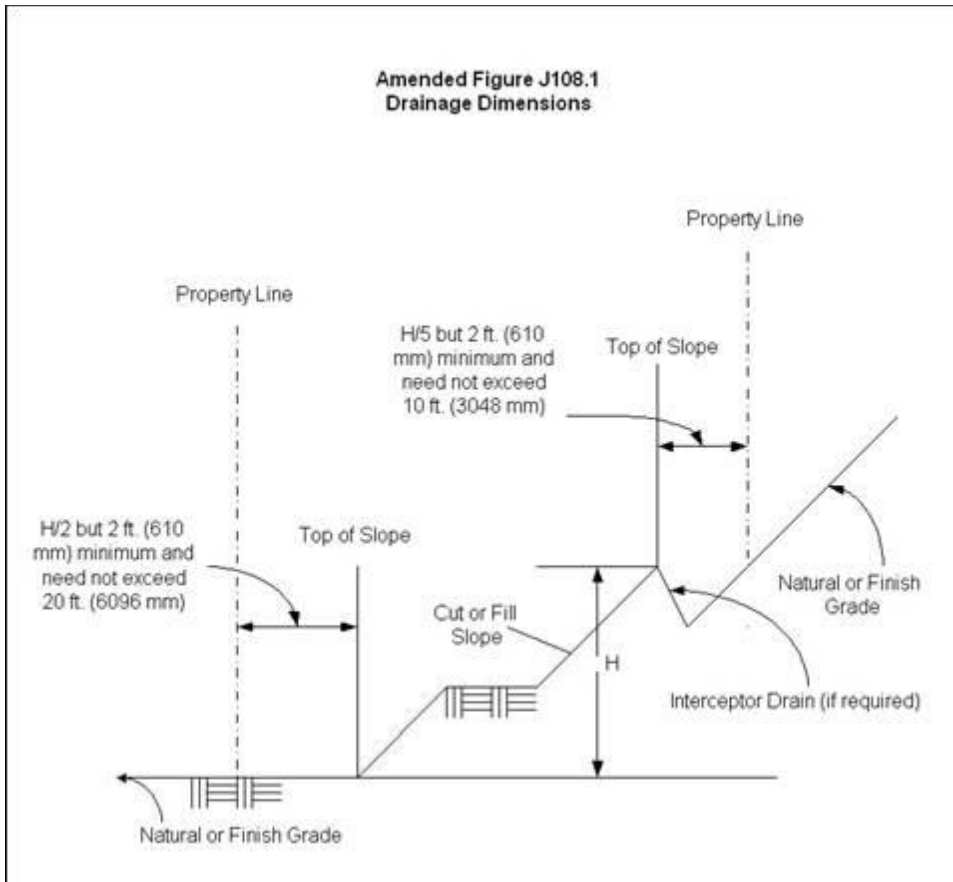
15.70.105 Appendix J of the 2019 California Building Code, Section J108 “Setbacks”, Subsection J108.1 “General” – Amended. Subsection J108.1 of the 2019 California Building Code is amended to read as follows:

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 3<sup>RD</sup> day of December, 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 3<sup>RD</sup> day of December, 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 3<sup>rd</sup> day of December, 2019.**

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

**ATTEST:**

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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 3<sup>RD</sup> day of December, 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 3<sup>rd</sup> day of December, 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, approving a General Plan Amendment for the rezoning of property located at 2443 “N” Avenue from Large Lot Residential \(RS-1\) to Institutional \(I\). \(Applicant: International Community Foundation\) \(Case File No. 2019-04 GPA\) \(Planning\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Public Hearing and Adoption of a Resolution of the City Council of the City of National City, approving a General Plan Amendment for the rezoning of property located at 2443 "N" Avenue from Large Lot Residential (RS-1) to Institutional (I). (Applicant: International Community Foundation) (Case File No. 2019-04 GPA)

**PREPARED BY:** Martin Reeder, AICP



**DEPARTMENT:** Planning Division.

**PHONE:** 619-336-4313 |

**APPROVED BY:**



**EXPLANATION:**

The applicant is proposing to change the zoning of an existing single family lot from Large Lot Residential (RS-1) to Institutional (I), in order to merge the lot with an adjacent Institutionally-zoned property directly to the south. Both properties are part of the International Community Foundation campus, which includes Olivewood Gardens and Learning Center. The zone change and subsequent merging of the properties would alleviate an existing conformance issue with an existing garage. This type of change also requires a General Plan Amendment, to change the land use from Low-Medium Density Residential to Institutional, in order for the Zone Change to occur. The Zone Change is addressed in a separate item.

The Planning Commission held a public hearing on August 19, 2019 on the proposed Amendment and Zone Change and recommended approval. The attached background report describes the project in detail.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.** |

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

**ENVIRONMENTAL REVIEW:**

Addendum to Negative Declaration 2007-16 IS

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff concurs with the Planning Commission recommendation that the Resolution be adopted.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the General Plan Amendment and Zone Change

Vote: Ayes – Natividad, Sendt, Yamane, Dela Paz      Absent: Garcia      Abstain: Baca, Flores

**ATTACHMENTS:**

- |                                      |   |
|--------------------------------------|---|
| 1. Background Report                 | 5. Public Hearing Notice                            |
| 2. Recommended Findings & Conditions | 6. Original site plan and current concept plan      |
| 3. Overhead                          | 7. CEQA Addendum to Negative Declaration 2007-16 IS |
| 4. Site Photos                       | 8. Resolution                                       |

## BACKGROUND REPORT

### Staff Recommendation

Staff recommends approval of the proposed General Plan Amendment and Zone Change. The proposed development meets five General Plan Policies related to Open Space and one to Land Use, and would remedy an existing land use conformance issue.

### Executive Summary

The applicant is proposing to change the zoning of an existing single-family lot – from Large Lot Residential (RS-1) to Institutional (I) – In order to merge the lot with an adjacent Institutionally-zoned property directly to the south. Both properties are part of the International Community Foundation campus, which includes Olivewood Gardens and Learning Center. The zone change and subsequent merging of the properties would alleviate an existing conformance issue with an existing garage.

### Planning Commission Action

The Planning Commission conducted a public hearing on August 19, 2019 on the proposed General Plan Amendment and Zone Change. Five area residents spoke with concerns related to potential development, parking, and privacy. Commissioners asked questions in regards to future plans, parking, and property access. The Commission ultimately voted to recommend approval of the General Plan Amendment and Zone Change based on findings presented to the Commission (see attached findings).

Staff was also contacted by a neighboring property owner, in response to the public notice for the Planning Commission hearing, who had privacy concerns over the potential increased use of the access easement over 2441 “N” Avenue. While it was explained that no construction was proposed at this time, staff has included conditions requiring screening of future parking spaces that face neighboring properties.

The applicant has reached out to neighboring residents since the Planning Commission to address potential concerns related to future use of the property.

### History

The campus was established through a Specific Plan in 2006/2007. The original plan had a two-phase approach. Phase one included remodeling existing structures and adding a parking lot, which has since been completed. The second phase included expansion of the existing pool house by 450 square feet, construction of a 3,500 square-foot meeting facility, and construction of a 1,200 square-foot single-story office space located at the rear of the property in place of the current swimming pool.

ATTACHMENT 1

The Specific Plan was processed in conjunction with a General Plan Amendment and Zone Change, which changed the two properties south of the project site to IP-PD (Private Institutional – Planned Development), the zone that pre-dated the current Institutional zoning. The International Community Foundation for Cross Border Philanthropy (“ICF”), who processed the original zone change, continues to own the property.

None of the phase two activities have occurred and the specific plan has since been dissolved by adoption of the 2011/2012 General Plan and Land Use Code. However, these uses would generally be permissible under the current Institutional zoning.

The Planning Commission initiated the current General Plan Amendment and Zone Change in 2015.

#### Site Characteristics

The project site is a one-acre parcel located north of Olivewood Gardens and Learning Center, which is located at 2505 and 2525 “N” Avenue. The property was originally developed with a single-family house and a garage. The house has since been demolished, although the garage remains. The lot is set back from “N” Avenue and is accessed via a 20-foot wide driveway across the single-family property adjacent to the west (2441 “N” Avenue).

The ICF campus is located on an historic 6.85-acre property. The primary use (Olivewood Gardens and Learning Center) serves as an interactive indoor-outdoor classroom for children and adults from around San Diego County. Olivewood Gardens provides science-based environmental education lessons, hands-on gardening, and hands-on cooking to students and families from underserved communities. The campus is also home to the International Community Foundation main office.

With the exception of the ICF campus, the area is developed with single-family homes in the Large Lot Residential zone (RS-1) to the north, and Small Lot Residential zone (RS-2) across “N” Avenue to the west.

#### Proposal

The applicant wishes to change the zoning designation of the subject property from Large Lot Residential (RS-1) to Institutional (I) in order to alleviate the existing code conformance issue with the garage. The issue is due to the garage (an accessory use) existing on what is still a residentially-zoned property without a primary use (residence). The garage is currently used as a storage structure for the ICF campus. Merging of the lots would alleviate the code violation. However, the property would then be split by a

zone boundary, which necessitates the zone change. The merger is a housecleaning activity by the applicant. No construction is proposed at this time.

In order to change the zone, the land use designation would need to be changed from Low-Medium Density Residential to Institutional. Although they are no longer proposing an expansion of the campus, the applicant originally purchased the subject property north of Olivewood Gardens several years ago with the intention of eventually expanding the campus by moving the existing house at 2505 "N" Avenue (currently an office) to the south side of the lot and expanding the existing parking lot from 14 spaces to 61 spaces. Additional offices were also part of the proposed campus expansion. However, no expansion is proposed at this time and the property will remain in its current state. Any future expansion would need to comply with the design guidelines specified in the Land Use Code related to construction in the Institutional zone.

### Analysis

There are several General Plan Policies that are pertinent to this proposal. Specifically:

- **Policy OS-3.1:** Allow for community and private gardens as areas where residents can plant and grow fruit and vegetables and ornamental gardens that can be a source of pride and beauty in the neighborhood.
- **Policy OS-3.2:** Encourage the development of community gardens in conjunction with school sites as an educational resource.
- **Policy OS-3.3:** Encourage the development of unused land such as portions of parks and utility right of ways to be converted to productive space for growing food.
- **Policy OS-3.4:** Support private and institutional gardens and explore additional opportunities for partnerships and collaboration.
- **Policy OS-3.14:** Increase public knowledge about food and food systems from the production process to disposal.

The current use (ICF) is currently consistent with and implements these General Plan policies. Expansion of this use will continue to meet the intent of these policies. In addition, development of the currently vacant parcel will be consistent with Land Use Policy LU 4.3, which states the following:

- **Policy LU 4.3:** Promote infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas.

### Land Use Code

The purpose of the institutional (I) zone is to provide for a wide range of institutional and accessory uses including public, quasi-public, and private facilities that address health, safety, educational, cultural, and welfare needs of the community and neighborhoods. Allowed uses include educational facilities, government offices and courts, community centers, libraries, museums and cultural centers, hospitals and medical centers, retirement communities, public safety facilities (i.e., fire and police stations), neighborhood gardens and community farms, public utilities, and similar uses. The existing and proposed use of the property conforms to this definition.

As previously mentioned, ICF originally proposed to move their office (former house at 2505 "N" Avenue) further south and expand the existing parking lot from 14 spaces to 61 spaces. While this is not currently anticipated, conditions have been added regarding the eventual design. These are related to fire access and required buffer between the parking area and residential properties.

Additional offices were also part of the proposed campus expansion considered under the original Phase 2 (e.g. meeting center, additional offices). However, those activities would not be part of proposed construction on the subject lot, although they are shown on the concept plan. Conditions also address compliance with relevant Municipal Code requirements for future activities associated with any phase 2 activities (e.g. distance from residential uses, compliance with noise standards, etc.).

Applicable design guidelines stated in the Land Use Code for the Institutional zone are as follows:

Front yard setback:	<b>10 feet</b>
Interior side yard setback:	<b>25 feet</b> (same as adjacent [rear] setback in RS-1 zone)
Rear yard setback:	<b>5 feet</b>
Maximum building height:	<b>65 ft. or 5 stories</b> (35 ft. within 100 ft. of residential zone)
Floor area ratio:	<b>3.0</b>

Because the subject property does not have any street frontage, the north and west property lines are considered interior side and thus subject to the adjacent residential setback for new construction, which is 25 feet in this case. While a parking lot may be constructed closer than 25 feet, a minimum 10-foot buffer would be required. Conditions include requiring this buffer, as well as landscaping to screen any future parking area from adjacent residential uses.

### California Environmental Quality Act (CEQA)

In September 2007, the City prepared an initial study and a negative declaration (IS/ND) under CEQA for the specific plan. On November 26, 2007 the City adopted the IS/ND (see Attachment 7) and approved the project. CEQA Guidelines section 15164 authorizes the lead agency to prepare an addendum to the previously approved negative declaration, provided that no substantial changes are made. Staff prepared such an addendum and found that the modified project would not result in any new or substantially more significant impacts than those examined in the previous IS/ND. Furthermore, there is no new information and there are no changed conditions that would result in any new or substantially more significant impacts than those examined in the IS/ND. Moreover, potential changes to parking capacity would result in an improved result than originally concluded by the 2007 Initial Study checklist.

### Comments/Conditions

Comments were received from the Fire Department regarding fire access consistent with the California Fire Code. These comments have been included as conditions of approval, as well as standard conditions for compliance with applicable Building Division and Engineering Department regulations.

Planning Department conditions include requiring the merger of the two properties in to one, compliance with noise regulations, and location of future development away from adjacent residential use. In addition, there is a condition requiring that all future development provide adequate onsite parking.

### Summary

The subject property is currently vacant, with the exception of a garage (an accessory use), which is not permitted on a lot without a primary use. Because the property is zoned RS-1, a house must exist on the lot in order for the garage to continue to exist unless the zoning is changed. The Institutional zoning and subsequent merging of the properties would allow the garage to stay as an accessory structure and alleviate the non-conforming issue.

The property is adjacent to an existing and established institutional use which would benefit from the addition of property in order to meet its long-term goals of expansion. The proposed re-zone would contribute to a development that would be consistent with several General Plan policies and would increase the ability of Olivewood Gardens to serve the community.

Options

1. Approve 2019-04 GPA subject to the attached conditions of approval, based on the attached finding or findings to be determined by the City Council; or
2. Deny 2019-04 GPA based on the attached finding or findings to be determined by the City Council; or,
3. Continue the item to a later date in order to obtain additional information.

**RECOMMENDED FINDING FOR APPROVAL**  
**OF THE GENERAL PLAN AMENDMENT AND ZONE CHANGE**  
**2019-04 GPA, ZC – 2443 'N' Avenue**

1. The proposed development is consistent with General Plan Land Use Policies OS-3.1, OS-3.2, OS-3.4 and HEJ-4.4 because the site will be used to support an existing private garden that is used to educate students and families from underserved communities on the environment, hands-on gardening, and hands-on cooking.

**RECOMMENDED FINDING FOR DENIAL**  
**OF THE GENERAL PLAN AMENDMENT AND ZONE CHANGE**  
**2019-04 GPA, ZC – 2443 'N' Avenue**

1. The proposed development is not consistent with the General Plan, because the proposed use would be out of character with that of the surrounding area.



## RECOMMENDED CONDITIONS OF APPROVAL

### 2019-04 GPA, ZC – 2443 'N' Avenue

#### General

1. This *General Plan Amendment and Zone Change* authorizes the zone change of 2443 'N' Avenue from Large Lot Residential (RS-1) to Institutional (I). Unless specifically modified by this resolution, all previous Conditions of Approval as stated in City Council Resolution 2007-249 are still in effect. All plans submitted for permits associated with the project shall conform to the conditions of approval contained in the approval resolution for Case File No. 2019-04 GPA, ZC.
2. This *General Plan Amendment and Zone Change* shall not become effective until the properties addressed 2443 'N' Avenue and 2505 'N' Avenue (APNs 563-040-09 and 563-040-11 respectively) have been merged.
3. Before this *General Plan Amendment and Zone Change* shall become effective, the applicant and/or the property owner both shall 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 General Plan Amendment and Zone Change.** 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 *General Plan Amendment and Zone Change* 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 City Manager or assign prior to recordation.
4. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk.**

#### Building

5. Plans submitted for improvements must comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

## Fire

6. Plans submitted for improvements must comply with the current editions of National Fire Prevention Association regulations, the California Fire Code and the current edition of the California Code of Regulations.
7. Per the zone change, the existing property is being changed from an "R" property to an "I" property. Further evaluation shall be conducted by the National City Fire Department, if this property is used for this purpose.
8. Approved signs or other approved notices or markings (*Red Curb*) that include NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designed shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. **All projects shall be evaluated for this necessary application.**
9. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
10. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.

## Planning

11. All future construction shall comply with Chapter 18.26.030 (General development standards) of the National City Municipal Code. In particular, no structure shall be placed within 25 feet of the property line abutting residentially-zoned properties.
12. If constructed within 100 feet of the northerly property line, any balconies or other exterior use areas shall face south to avoid noise impacts to residential areas located to the north.
13. All current and future activities shall comply with Table III of Title 12 (Noise) of the National City Municipal Code.
14. Any plans submitted for a parking lot on the property shall include a minimum 10-foot wide landscaped buffer. If parking spaces are directed towards adjacent residential properties, screening shall be required in the form of a wood fence or privacy hedge to screen said properties from vehicle operations, including headlights at night.

15. Properties currently addressed as 2443 'N' Avenue and 2505 'N' Avenue (APNs 563-040-09 and 563-040-11 respectively) shall be merged.
16. All future development shall provide adequate parking, as specified in Chapter 18.45 (Off-street parking and loading) of the National City Municipal Code.
17. Any retaining walls, or sections thereof, constructed on the east side of the property shall not exceed eight feet in height. If step-backs between sections are necessitated, the area between wall sections shall include landscaping to break up the mass of the wall. This landscaping shall be automatically irrigated.
18. A Temporary Use Permit (TUP) is required for any special events held on site. Unless able to located on-site, any required off-site parking shall be secured for each event in order to minimize the impact on the neighborhood, and shall be identified in the TUP.



ATTACHMENT 3



View looking west from mid-property



View looking east from mid-property



View looking west at access easement across 2441 "N" Avenue

## CITY OF NATIONAL CITY NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, December 3, 2019, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

### **GENERAL PLAN AMENDMENT, ZONE CHANGE, AND LOT MERGE FOR A PROPERTY LOCATED AT 2443 'N' AVENUE TO CHANGE THE ZONING FROM LARGE LOT RESIDENTIAL (RS-1) TO INSTITUTIONAL (I).**

The Planning Commission conducted a Public Hearing at their meeting of August 19, 2019 and voted 4-1-2 to recommend adoption of the Code Amendment, with one member absent and two members abstaining.

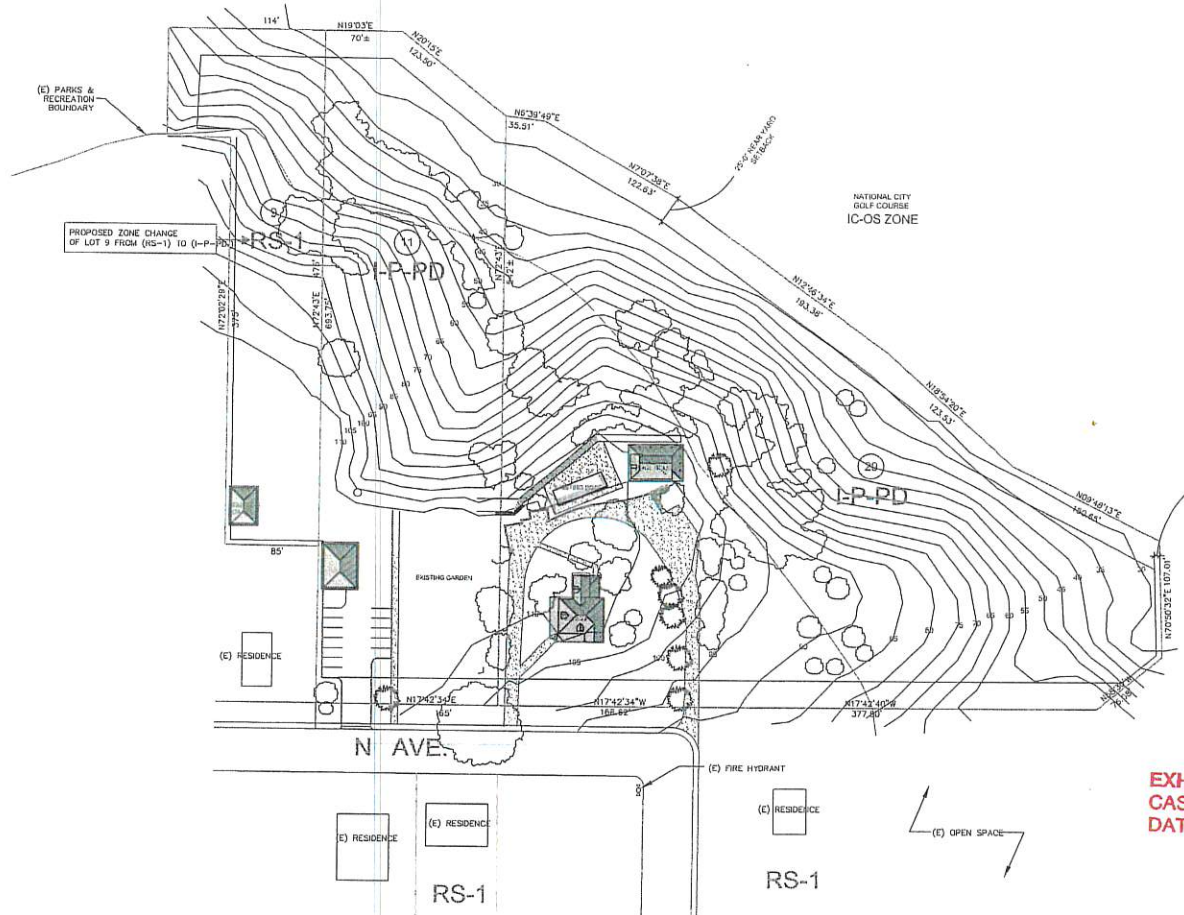
Anyone interested in this matter may appear at the above time and place and be heard.

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 undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

Michael Dalla, City Clerk

ATTACHMENT 5

15



SITE PLAN - ICF CENTER  
SCALE: 1" = 40'-0"

EXHIBIT: A  
CASE FILE NO.: 2019-04 GPA, 2C  
DATE: 4-2-19

ATTACHMENT 6

176 of 334

ARCHITECT



**DGA** planning | architecture | interiors

300 Elm Street, Pleasanton, CA 94566     415-543-1444  
 201 Robert Street, 3rd Fl, San Francisco, CA 94102     415-577-2342  
 2020 Park Avenue, Suite 105, San Diego, CA 92109     619-233-3843  
 1728 Ishi Street, Sacramento, CA 95811     916-441-1899



International  
Community Foundation

Olivewood Gardens  
Master Plan

2027 C Avenue, National City, CA

STAMP



KEY PLAN

REVISION NO.	DESCRIPTION	DATE

CLIENT LOG

CLIENT: INTERNATIONAL COMMUNITY FOUNDATION

PROJECT ADDRESS

PROJECT NO.

SCALE: AS SHOWN

TITLE: SITE PLAN

A-100

DGA | planning | architecture | interiors     2019 ©





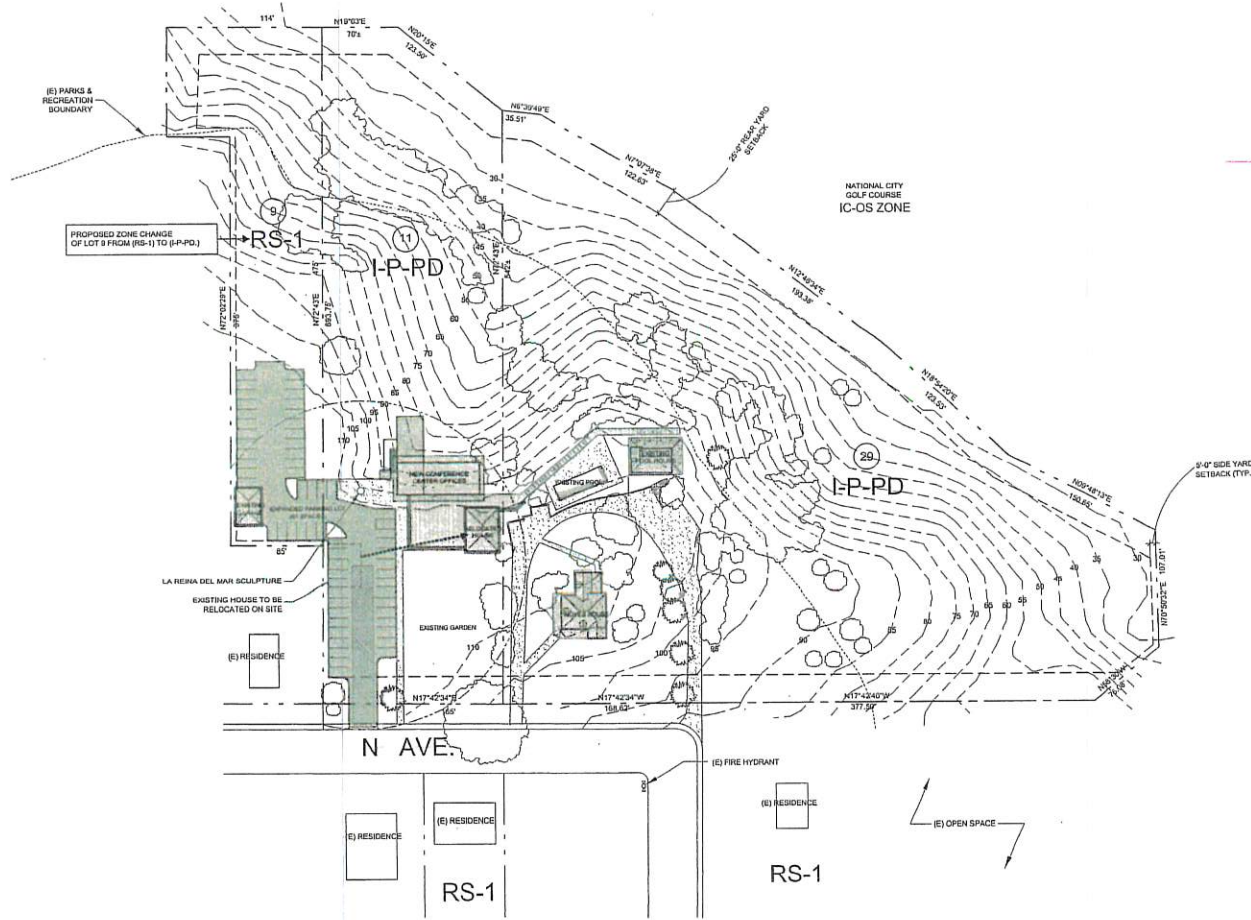
International  
Community Foundation

Olivewood Gardens  
Master Plan

2325 7<sup>th</sup> Avenue, Napa, CA, 94558

Date: Issue  
01/05/15

EXHIBIT: A  
CASE FILE NO.: 2015-06 GPA, IZC  
DATE: 4/2/15



PROPOSED SITE PLAN - ICF CENTER  
SCALE: 1" = 40'-0"



ATTACHMENT 6

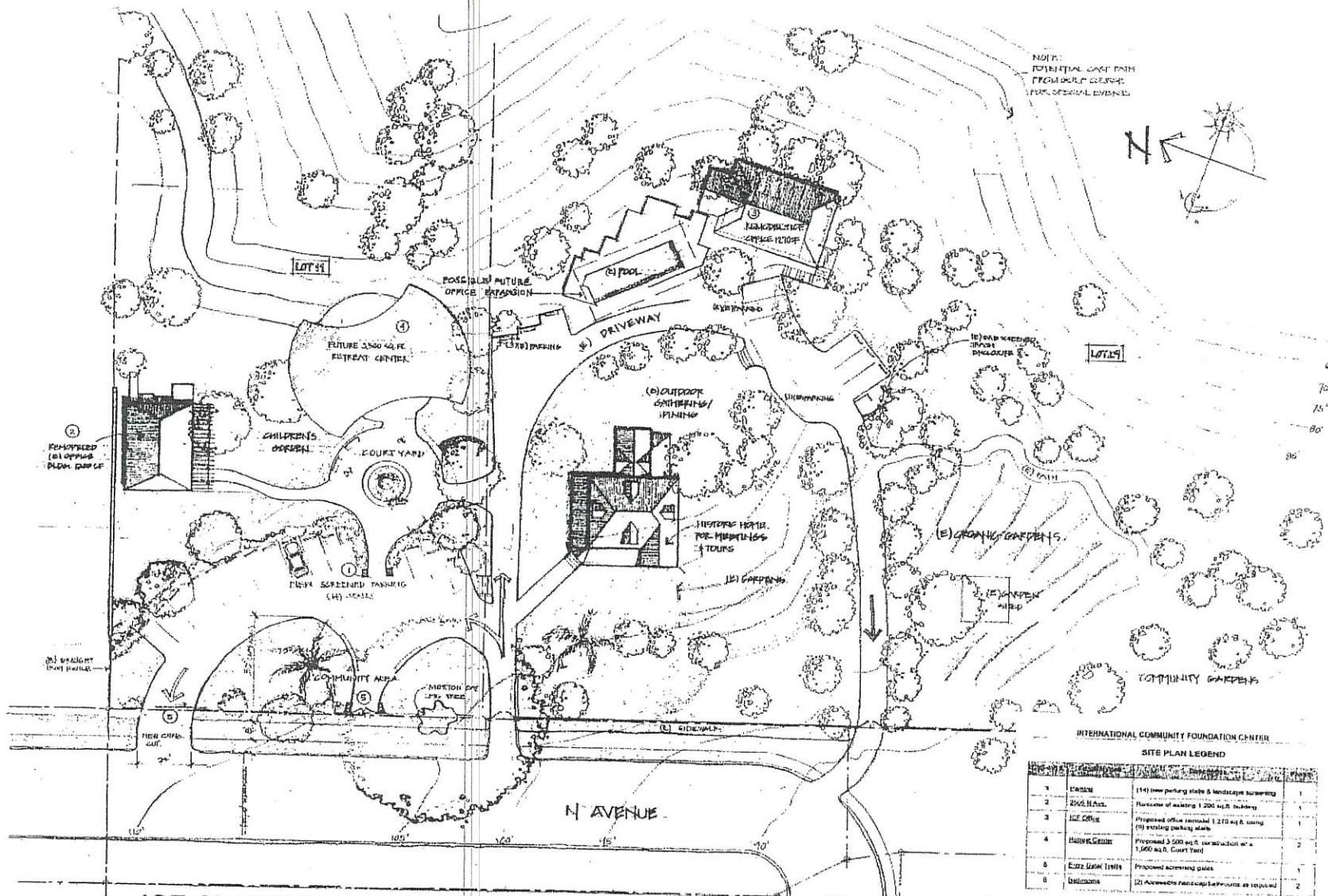


725 Broadway  
Suite 1200  
San Diego, California  
92101 USA  
(619) 591-3800  
Fax (619) 591-3855  
hde@harleyellis.com  
Planning  
Architecture  
Engineering  
Interior Architecture  
Landscape Architecture  
Construction Services  
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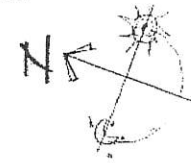
Project No. 2014-00015-000  
Drawn  
Checked  
Approved

Title SITE/ZONING PLAN

Drawn By



NOTES:  
 POTENTIAL GOLF PATH  
 FROM GOLF COURSE  
 FOR OFFICIAL EVIDENCE



INTERNATIONAL COMMUNITY FOUNDATION CENTER  
 SITE PLAN LEGEND

1	GRASS	(14) new parking stalls & landscape screening	1
2	2000 H.A.S.	Restoration of existing 1,200 sq ft. building	1
3	ICE OFFICE	Proposed office building 1,270 sq ft. using (9) existing parking stalls	1
4	HAIRY GRASS	Proposed 3,500 sq ft. construction on a 1,600 sq ft. Court Yard	2
5	EDGE SIGN (TYP)	Proposed screening gates	1
6	DRIVEWAY	(2) Accessible paved ramp/slopes as required	2

**ICF CENTER • SITE PLAN**  
 SCALE 1"=20'

01.16.02  
 HUMBELL & HUMBELL  
 1080 155TH AVENUE  
 SAN DIEGO, CA 92104-2806  
 TEL: 619.584.1100 FAX: 619.584.1101

NATIONAL CITY PLANNING DEPT.  
 EXHIBIT A  
 CASE FILE NO. 2007-16 GP, ZC, SP  
 DATE: 3/15/2007

## **Addendum to the Initial Study and Negative Declaration for the International Community Foundation Specific Plan**

### **Introduction**

In September 2007, the City of National City ("City") prepared an initial study and a negative declaration ("IS/ND") under the California Environmental Quality Act ("CEQA") for a specific plan, on the properties located at 2505 and 2525 "N" Avenue, for the operations campus for the International Community Foundation ("ICF").

On November 26, 2007 the City adopted the IS/ND (part of Attachment 7) and approved the project, and the developer began limited construction activities. Under the adopted IS/ND, land use entitlements for the project included, but were not limited to, the following:

Phase 1 consisted of the conversion of a 1,200 square-foot residence at 2505 "N" Avenue to office space, construction of a parking lot, and installation of landscaping, use of the 3,400 square-foot Oliver Noyes residence, and use of the pool house for meeting space. The property originally had eight parking stalls located around the existing circle drive on the 2525 "N" Avenue site.

Phase 2 consisted of the remodel of a 780 square-foot pool house into office space, with a potential expansion of 450 additional square feet. Also proposed was construction of a 3,500 square foot, ADA-compliant meeting facility that would provide seating for up to a maximum of 75 individuals and include handicapped accessible bathrooms, a kitchen, a projection screen, wireless access, and an outdoor balcony. Lastly, construction of a 1,200 square-foot, single-story office space located at the rear of the project in place of the current swimming pool, was proposed.

Phase 1 has been completed. With the exception of the use of the pool house as an office, no Phase 2 activities were completed. The owner of the property has since acquired a residential property, which borders the easterly 475 feet of the north property line of the ICF campus, and wishes to merge the two together. The new lot was originally developed with a single-family residence (since demolished) and a garage. The garage still remains and is used for storage. Access to the property is through a 20-foot wide access easement across the residential property to the west (2441 "N" Avenue). No change in use of the property is proposed at this time, although it is intended to be the location of a future parking lot.

### **Applicability and Use of an Addendum**

Under CEQA, lead agencies must conduct an evaluation of proposed changes to a project in order to determine whether further environmental analysis is required. (Pub. Resources Code § 21166; CEQA Guidelines, § 15162.) Once a negative declaration

has been completed for a project, a lead agency may not require preparation of a subsequent environmental review unless the conditions set forth in Public Resources Code section 21166 and CEQA Guidelines section 15162 are satisfied.

CEQA Guidelines section 15162 states that:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.

If none of the conditions set forth in CEQA Guidelines section 15162(b) allowing a lead agency to prepare a subsequent negative declaration are met, CEQA Guidelines section 15164 authorizes the lead agency to prepare an addendum to the previously approved negative declaration. In relevant part, CEQA Guidelines section 15164 states:

(b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

Under the instant circumstances, no substantial changes are being made to the proposed project. Phase 2 of the project will be completed using substantially the same site plan that was reviewed in the approved IS/ND. Therefore, the physical effects on the environment as a whole are the same. The developer is solely proposing to add visitor parking spaces on site that would have otherwise been secured elsewhere and those visitors bused into the property. This would also alleviate street parking currently occurring in the neighboring area, which would now be located on site instead. Institutional uses, including visitor parking, were contemplated under the original IS/ND. Based on these circumstances, the modified project does not trigger any of the circumstances that would require preparation of a subsequent EIR or negative declaration under Public Resources Code section 21166 or CEQA Guidelines section 15162, as further set forth in this Addendum.

**Description of the Proposed Project:**

The description of the project remains the same as that described on Pages 1 and 2 of the attached IS/ND. While no construction is expected at this time, the developer is

expecting to construct the approved Phase 2 improvements proposed in Case File No. 2007- 16 GP, ZC, SP, IS in the future as funds allow. The only change in the meantime is to merge the adjacent property to the north. The original conditions of approval required adequate off-site parking to be provided to cover an events occurring on site. The applicant would eventually like to have this parking provided on-site. This would be consistent with the spirit and intent of the Land Use Code, which requires that all permanent uses provide adequate on-site parking. Conditions of approval for this project require that all Land Use Code requirements for parking lots (e.g. buffers from residential uses, landscaping, lighting, etc.) be met at such time as the parking lot is built.

### **Environmental Impacts Associated with the Modified Project:**

#### Changed Conditions

Because the elements of the project will remain the same as the project previously examined in the attached IS/ND, with the exception of merging the adjacent property and creating a parking lot, all indirect project impacts would remain the same as those identified in attached IS/ND in the absence of any changed conditions in the environment.

The traffic analysis conducted in 2007 and included in the Initial Study for the original project, the project was expected to result in approximately 142 average daily trips, an increase of 118 ADT above the current use at that time. With such a low increase in trips, a full traffic study was not warranted and study segments would be expected to continue to operate under capacity and the existing roadways to adequately serve the project. This has been the case, especially since only Phase 1 entitlements were completed.

Based on its review of the modified project and its familiarity with the project environment, the City has determined that the environment in the project location has not changed in a way that would result in previously unexamined environmental impacts from the project or an increase in the severity of any of the previously examined environmental impacts. In fact, addition of parking would reduce the impact concluded by subsection (f) of Section XV. (TRANSPORTATION/TRAFFIC) from “Less than significant impact” to “no impact” in that there would no longer be inadequate parking capacity.

#### New Information

Based on its review of the modified project and its familiarity with the project environment, the City has determined that there is not any new information that was not available at the time of the previous IS/ND that would show that the project may have new or previously unexamined significant impacts on the environment.

### Cumulative Impacts

Based on its review of the modified project and its familiarity with the project environment, the City has determined that there is not any new information that was not available at the time of the previous IS/ND that would show that the project may have new or increased cumulative impacts on the environment.

### **Conclusions:**

The modified project would not result in any new or substantially more significant impacts than those examined in the IS/ND. Furthermore, there is no new information and there are no changed conditions that would result in any new or substantially more significant impacts than those examined in the IS/ND. Moreover changes to parking capacity result in an improved result than originally concluded in Initial Study 2007-16 IS, as discussed above.

# CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) INITIAL STUDY CHECKLIST

CITY OF NATIONAL CITY  
Planning Department  
1243 National City Boulevard  
National City, CA 91950

1. **PROJECT TITLE/PROJECT #:** Specific Plan and General Plan/Zone Change to allow for the development of an office and meeting facility for a non-profit philanthropic foundation, the International Community Foundation, Project No. 2007-16 IS
2. **LEAD AGENCY:** City of National City  
Planning Department  
1243 National City Boulevard  
National City, CA 91950
- Contact:** Angela Reeder, AICP, Associate Planner  
**Phone:** (619) 336-4310
3. **PROJECT LOCATION:** 2505 and 2525 N Avenue, adjacent to the Westside of the National City Municipal Golf Course, within the City of National City (APNs 563-150-29 and 563-040-11)
4. **PROJECT PROPONENT:** International Community Foundation (ICF)  
11300 Sorrento Valley Road, Suite 115  
San Diego, CA 92121
- Contact:** Richard Romney  
**Phone:** (858) 395-9255
5. **COMBINED GENERAL PLAN/  
ZONING DESIGNATION:** Single-Family Residential Large Lot, RS-1 – existing GP/Zone Private Institutional, PD Overlay, IP-PD- proposed GP/Zone
6. **ASSOCIATED APPLICATIONS:** Specific Plan, Project No. 2007-16 SP  
General Plan, Zone Change, Project No. 2007-16 GP ZC
7. **PROJECT DESCRIPTION:** The International Community Foundation (ICF), a non-profit philanthropic organization, has submitted an application for a Specific Plan, General Plan Amendment, and Zone Change. A General Plan Amendment and Zone Change are required to rezone the property from single-family residential, RS-1, to Private Institutional Use, IP-PD.

The project involves two parcels located at 2505 and 2525 N Avenue, each containing a single-family residence, one of which is known as the historic Oliver Noyes residence at 2525 N Avenue. The property was donated to ICF with the stipulation that they preserve the historic integrity of the Oliver Noyes residence and the grounds. The property at 2505 N Avenue (Parcel #: 563-040-11) covers 2.28 acres and includes a single-story 2-bedroom home. The applicant proposes to convert this residence into offices and construct a 14-space parking lot to conduct fundraising and volunteerism activities. The adjacent 3,400 square foot Oliver Noyes House at 2525 N Avenue (APN #563-150-29) contains 4 bedrooms, and is proposed by the applicant to be used for



meetings, receptions, and accommodations for occasional visiting donors and guests. This parcel also includes an outdoor pool, pool house, and expansive gardens (including a 1/2 acre working organic garden) with acreage totaling 4.57 acres. The 780-square-foot pool house sits on the easternmost section of the property overlooking the municipal golf course and is proposed as meeting space initially, and to eventually be converted it to office space as well. In addition, the application involves future phases that include constructing a 1,200 square foot office building and a 3,500 square foot meeting facility.

ICF currently has a staff of 6 people who would be utilizing the office space and a maintenance staff of 3 who would maintain the buildings and gardens. Board meetings would be held every other month for approximately one to two hours with approximately 9 – 12 attendees. Once or twice per year ICF may host outdoor receptions that may include up to 100 individuals. A Temporary Use Permit (TUP) would be obtained prior to special events. Off-site parking would be secured for each event in order to minimize the impact on the neighborhood, and would be identified in the TUP.

The operation of the facility is proposed in two phases. Phase 1 will consist of converting the 1,200 square foot residence at 2505 N Avenue to office space, construction of the parking lot and installation of landscaping, use of the 3,400 square foot Oliver Noyes residence, and use of the pool house for meeting space. The property currently has 8 parking stalls located around the existing circle drive on the 2525 N Avenue site. Phase 1 expansion includes construction of 14 additional parking stalls on the 2505 N Avenue site to accommodate board members and visiting guests. Along with the parking expansion on this parcel, landscaping would be enhanced. No modifications to the Oliver Noyes residence are proposed other than regular maintenance.

Phase 2 will consist of a remodel of the 780 square foot pool house into office space, with a potential expansion of 450 additional square feet. Also proposed is construction of a 3,500 square foot, ADA compliant meeting facility that would provide seating for up to a maximum of 75 individuals and include handicapped accessible bathrooms, a kitchen, a projection screen, wireless access, and an outdoor balcony. Lastly, construction of a 1,200 square foot, single-story office space located at the rear of the project in place of the current swimming pool, has been proposed.

The architectural design of each new structure of Phase 2 would occur prior to its construction and would require review and approval of the City through the Planned Development permit process (Municipal Code Chapter 18.116).

**SITE DESCRIPTION:** The Specific Plan area includes two parcels comprised of approximately 6.85 acres located on the east side of the N Avenue and 24<sup>th</sup> Street intersection and west and adjacent to the National City Golf Course. Surrounding uses include the National City Municipal Golf Course to the east and south, and single-family housing to the north and west. The terrain consists of a relatively level area in the northwestern one third of the site and then slopes steeply down approximately 75 feet on the east and south perimeters, adjacent to the golf course below. All development would occur within the level areas of the project site, within the area previously disturbed. No development is proposed on the slopes.

**8. OTHER AGENCIES WHOSE APPROVAL MAY BE REQUIRED (AND PERMITS NEEDED):**

N/A

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” or is “Potentially Significant Unless Mitigated,” as indicated by the checklist on the following pages.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Aesthetics           | <input type="checkbox"/> Agriculture                   | <input type="checkbox"/> Air Quality                |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources            | <input type="checkbox"/> Energy & Mineral Resources |
| <input type="checkbox"/> Geological Problems  | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology /Water Quality   |

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Land Use / Planning         | <input type="checkbox"/> Noise                              | <input type="checkbox"/> Population / Housing       |
| <input type="checkbox"/> Public Services             | <input type="checkbox"/> Recreation                         | <input type="checkbox"/> Transportation/Circulation |
| <input type="checkbox"/> Utilities & Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |   |

**DETERMINATION:**

(To be completed by the Lead Agency)  
 On the basis of this Initial Evaluation:

I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A **MITIGATED NEGATIVE DECLARATION** will be prepared.

I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

I find that the proposed project **MAY** have a significant effect(s) on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a “potentially significant impact” or is “potentially significant unless mitigated.” An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effect that remains to be addressed.

Signature	Date
Printed Name: Angela Reeder, AICP	Title: Associate Planner

**EVALUATION OF ENVIRONMENTAL IMPACTS:**

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to the project. A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards.
2. All answers must take account of the whole action involved. Answers should address off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence than an

effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.

4. “Negative Declaration: Less than Significant w/ Mitigation Incorporated” applied where the incorporation of a mitigation measure has reduced an effect from “Potentially Significant Impact” to “Less than Significant Impact”. The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). References to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whichever format is selected.
9. The explanation of each issue should identify:
  - a) The significance criteria or threshold, if any, used to evaluate each question; and
  - b) The mitigation measure identified, if any, to reduce the impact to less than significance.

### ISSUES with Supporting Documentation & Sources

I. AESTHETICS - Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista? (Sources: 1, 2, 3, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Sources: 1, 2, 3, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Substantially degrade the existing visual character or quality of the site and its surroundings? (Sources: 1, 2, 3, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime Views in the area? (Sources: 1, 2, 3, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

There are no designated scenic vistas nearby or across the proposed project site. As such, no vistas would be adversely impacted by the proposed project. Also, while there are a handful of private parcels adjacent to site on the west whose views could be altered by the proposal, the City does not have a policy to protect private views.

The proposal does include a property on the National City Historical Properties List, the Oliver Noyes House. The intent of the Specific Plan is to allow for the conversion and re-use of the property in question, while promoting the long-term preservation and maintenance of the historic house and its adjoining gardens and

open space.

To make certain the visual character and quality of the site is maintained, the project includes several measures that ensure the project would not have substantial adverse effects on the community. The measures include: interior renovation and use of the existing structures on the site, positioning the proposed parking lot approximately 55 feet from the street with additional landscaping to screen it from N Avenue, locating the proposed meeting facility approximately 145 feet from the street, the proposed design of the meeting facility would be a “low lying structure that will blend in with the surrounding landscape” and use materials that complement the character of existing buildings on-site, and placing the only other new structure proposed on an existing swimming pool site which is not visible from the street.

City ordinances require commercial uses to provide lighting for pedestrians and parking. Lighting proposed for the project would consist of accent lighting along the walkways and the parking lot. All fixtures would be shielded to eliminate spillage onto neighboring properties and public rights-of-way. Therefore, there would not be an impact on adjacent residential properties.

**II. AGRICULTURE RESOURCES --**

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation & Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Sources: 1, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Sources: 1, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use? (Sources: 1, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

National City is a primarily built-out community and there is no farmland mapped or planned to be mapped within the City, or more specifically on the project site. The site is also currently zoned for single-family uses, and no Williamson Act contract is associated with the land; therefore, the proposed zone change to Private Institutional zoning and associated Specific Plan on the project site would have no impact on agricultural zoned areas. Also, the Specific Plan will retain 1/2 acre of organic producing gardens that will be used for education, with the potential to expand the garden to 1 acre in a later phase of the plan.

**III. AIR QUALITY**

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------	---	------------------------------	-----------

- |   |                          |                          |                          |          |
|---|--------------------------|--------------------------|--------------------------|----------|
| a) Conflict with or obstruct implementation of the applicable air quality plan? (Sources: 4, 7, 8, 9)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (Sources: 4, 7, 8, 9)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (Sources: 4, 7, 8, 9) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| d) Expose sensitive receptors to substantial pollutant concentrations? (Sources: 4, 9)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| e) Create objectionable odors affecting a substantial number of people? (Sources: 4, 9)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |

The County of San Diego is in attainment for all California Clean Air Act (CCAA) pollutants with the exception of ozone. The proposed Specific Plan includes the renovation and reuse of existing single-family structures and does not include any future design components that would obstruct the Regional Air Quality Strategy (RAQS) for San Diego County.

Emissions resulting from developing the site would be directly related to the amount of vehicular traffic generated by the facility. A traffic analysis dated June 12, 2007, calculated that the project would generate 142 ADT or “low volumes” of traffic, compared to the estimated 24 ADT from the current use. Consequently, while the proposed project would have an incremental impact to area-wide air-quality resulting from the cumulative impacts of thousands of sources, the individual impacts attributed to this project are immeasurably small on a regional scale and will not cause ambient air-quality standards to be exceeded or have a significant impact on air quality.

As the project primarily includes the use of existing structures on-site with little additional construction and includes plans to retain an extensive amount of landscaping, gardens, and open space, any impacts from construction equipment and operations would be minimal and temporary in nature. While dust from grading and other site preparation would generate particulate matter emission, due to the small amount of grading, and with appropriate use of grading and operation procedures, the project would not generate significant particulate matter or dust and would therefore not result in a significant impact.

<b>IV. BIOLOGICAL RESOURCES –</b>	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game (CDBG) or U.S. Fish and Wildlife Service? (Sources: 1, 4, 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game (CDFG) or US Fish and Wildlife Service? (Sources: 1, 4, 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Sources: 1, 4, 5)
- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (Sources: 1, 4, 5)
- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Sources: 1, 2, 4, 5)
- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (Sources: 1, 4, 5)

The proposed project site includes a 6.85 acre site, consisting of two parcels. The southern, larger parcel includes a house listed on the local National City Historic list (Noyes House) and the fully landscaped gardens surrounding it. The main residence is situated approximately 90 feet from N Avenue and was constructed on the higher elevation of the site. The house is surrounded by ornamental gardens along the front and rear and an organic garden to the south. Terrain on the north side of the Noyes house is relatively flat extending all the way to a home on the northern lot. The east and south boundaries of the site have steep slopes leading down to the municipal golf course below. There is no indication of a native habitat on the slopes and the brush there is periodically cleared for fire management.

Trees most commonly found on the property include canary date palms, jacarandas, pepper trees and citrus trees. Bushes and flowers on the property include Indian Hawthorn, hibiscus, roses, poppies, budilea, lavender, guava, trumpet flower, gardenia and jatropa. Located on the site is an expansive fig-tree – among the oldest in San Diego County, which would be preserved.

No indication of sensitive habitat or sensitive species are known to exist on the site, and there is no impact to sensitive or protected species as defined above. Also, the proposed project site contains no jurisdictional wetlands or jurisdictional waters of the U.S. or state-defined streambeds; therefore, the project will not impact protected wetlands. One freshwater emergent wetland is identified within the adjacent golf course property, according to US Fish and Wildlife information, but will not be impacted by the proposed project, and therefore there is no significant impact.

The proposed project site contains no known biological resources that are protected by local, state or federal ordinances or laws, and there are no adopted habitat conservation plans that include the proposed project site. The property has been the site of two single-family residences since the early 1900's containing a garden and ornamental vegetation. The proposed use of the property and future development would not impact any protected biological resources; therefore there is no impact.

**V. CULTURAL RESOURCES**

Would the project:

- |   | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact        | No Impact                |
|---|--------------------------------|---|-------------------------------------|--------------------------|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5? (Sources: 1, 4) | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Cause a substantial adverse change in the significance of an   |                                |   |                                     |                          |

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| archaeological resource pursuant to 15064.5? (Sources: 1, 4)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Sources: 1, 4) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Disturb any human remains, including those interred outside of formal cemeteries? (Sources: 4)                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ICF received the approximately seven acre project site, including the parcel with the Noyes house and an adjacent parcel to the north, from the former owner with the goal of establishing a use that would preserve the site. As such, the proposed Specific Plan overlay was drafted to allow for the conversion and use of the property for a non-profit institution, while promoting the long-term preservation and maintenance of the historic house, its adjoining gardens, and open space. With approval of the Specific Plan, the applicant states they will receive an endowment to maintain and protect the home and gardens long-term.

Originally built in 1896, the Walton residence (otherwise known as the Oliver Noyes House) at 2525 N Avenue (Parcel #: 563-150-29) is a well preserved Queen Anne Victorian home totaling 3,430 square feet with 4 bedrooms and 2 1/2 baths. There are two main floors with a large attic and a semi exposed basement used as a wine cellar / tool room. The home also has a spacious covered porch on two sides of the house. This well preserved Victorian home is on the city of National City Historical Property List. The historic residence is set back approximately 90 feet from N Avenue. There is a gradual incline from the street to the main house and then the grade remains flat going east to the pool and the pool house. The terrain on the north side of the residence is relatively flat.

As a site identified on the National City Historic Properties List, any modifications to the Noyes house will be reviewed with additional scrutiny by the City Building Department and if found to be a significant, alteration will require additional review by the National City Historic Society and City Council. Should the Council find that the alteration would result in an adverse effect on the public welfare, the permit may be denied or withheld until such time as all alternative measures are thoroughly evaluated (Municipal Code 18.139.030).

To further ensure the character and quality of the site is maintained, the Specific Plan was drafted to include several measures to retain the character of the site and specifically to the Noyes house. Those measure include: the interior renovation and use of existing structures on the site, upgrading the landscaping on the northern parcel using plant material consistent with the Noyes lot, a requirement that each of the two proposed new structures incorporate a design and materials that complement the style and character of the Noyes house, retaining the existing driveway around the Noyes house, and continuing to maintain the organic garden on the Noyes property and potentially expand it from 1/2 acre to 1 acre. Future construction within the site will also require review by the City Planning Commission for consistency. Consequently, no substantial adverse changes to the Noyes home would occur.

No archaeological resources as defined in Section 15064.5 or unique geologic or paleontological features are known to exist on the proposed project site. As such, there impacts to archaeological resources or unique geologic features are anticipated.

No cultural resource constraints are known to exist on the previously developed project site and the project includes primarily re-use of existing structures. As such, there is a relatively low probability of disturbing any human remains and therefore, no significant impact. In the event of the accidental discovery or recognition of any human remains during construction, the applicant shall take all appropriate steps as required by relevant federal, state, and local laws.

**VI. GEOLOGY & SOILS**

Would the project:

Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
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- a) Expose people or structures to potential substantial adverse

effects, including the risk of loss, injury, or death involving:

- |  |                          |                          |                          |   |
|--|--------------------------|--------------------------|--------------------------|---|
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (Sources: 4, 7) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| ii) Strong seismic ground shaking? (Sources: 4, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| iii) Seismic-related ground failure, including liquefaction? (Sources: 4, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| iv) Landslides? (Sources: 4, 7)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Result in substantial soil erosion or the loss of topsoil? (Sources: 4, 7)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (Sources: 4, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (Sources: 4, 7)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (Sources: 2, 4, 7)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

California Geological Survey information indicates the site is not located within an Alquist-Priolo Special Studies Zone, and there are no known active or potentially active faults that intercept the project site; therefore, the potential for ground rupture at this site is considered low. The nearest active fault to the site is the Rose Canyon Fault, located approximately three miles to the west. Accordingly, the site is not considered to possess a significantly greater seismic risk than that of the surrounding area in general.

While the project primarily includes the conversion and reuse of existing structures, two additional structures are identified as potential Phase 2 construction. The Specific Plan stipulates that a separate discretionary permit be pursued for each of these buildings. At that time, a geotechnical investigation will be prepared to determine if there are conditions that would preclude the development of the property as planned. It should be recognized that Southern California is an area that is subject to some degree of seismic risk and that it is generally not considered economically feasible nor technologically practical to build structures that are totally resistant to earthquake-related hazards. Construction in accordance with the minimum requirements of the Uniform Building Code should minimize damage due to seismic events.

The proposed project site is currently and would continue to have traditional sewer laterals, which connect with the existing sewer system that serves the City. There would be no need for the use of septic tanks or alternative waste water disposal systems; therefore, there would be no impact.

**VII. HAZARDS & HAZARDOUS MATERIALS**

Would the project:

Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
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- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Sources: 4)
- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Sources: 4)
- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Sources: 1, 4)
- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Sources: 4, 6, 13)
- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (Sources: 1, 4)
- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (Sources: 1, 4)
- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Sources: 1, 2, 4)
- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (Sources: 1, 4)

The proposed project area is not identified as a hazardous material site and there are no hazardous materials associated with the proposed office use of the site for a non-profit organization. Also, the site is not within two miles of a public or private airport or associated airport plan, therefore would not be an impact.

**VIII. HYDROLOGY AND WATER QUALITY**

Would the project:

- |  | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact                           |
|--|--------------------------------|---|------------------------------|-------------------------------------|
| a) Violate any water quality standards or waste discharge requirements? (Sources: 1, 2, 4)   | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (Sources: 1, 2, 4) | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (Sources: 1, 2, 4, 11)  | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (Sources: 1, 2, 4, 11)   | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | <input checked="" type="checkbox"/> |

- |  |                          |                          |                          |          |
|--|--------------------------|--------------------------|--------------------------|----------|
| e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (Sources: 1, 2, 4, 14) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| f) Otherwise substantially degrade water quality? (Sources: 1, 2, 4)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Sources: 1, 2, 4, 11)                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (Sources: 1, 2, 4, 11)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (Sources: 1, 2, 4, 11)                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| j) Inundation by seiche, tsunami, or mudflow? (Sources: 1, 2, 4, 11)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |

The main component of the proposed project includes the conversion of existing structures on-site and the expansion of the existing gardens, which would have no significant adverse impact on runoff, groundwater recharge, or drainage patterns. A new 14-space parking lot is proposed in the first phase of the Specific Plan on the northern parcel along N Avenue. To reduce potential drainage offsite, the applicant proposes to a permeable material such as decomposed granite for the majority of their parking lot surface. This type of material helps maintain the informal garden style repeating throughout the property and is necessary to maintain the roots of the historic Morton Bay Fig tree along N Avenue.

The proposed project site is located outside the boundaries of both the 100-year and 500-year flood zones, and would therefore not place housing in a flood zone or add structures that would redirect flood flows. A portion of the Municipal Golf Course to the east of the project site does lie within a 100-year Flood Hazard Area (Zone AO); however, the project site sits on the top of a steep slope approximately 75 higher than the valley below and no impacts as a result of the flood area would occur. Also, the project's use of existing structures would not increase runoff to the golf course below.

Two new structures are proposed in Phase 2 of the Specific Plan; however, one is proposed on the site of the existing pool and would therefore not add to the site's impervious surface. The second structure, a 3,500 square foot meeting facility, is proposed on the northern lot in a relatively flat area adjacent to the small home on the lot. The proposed structures would require additional discretionary review by the City prior to approval for architectural design elements to ensure consistency with the existing structures on site and the surrounding community. Any future construction activities would comply with City ordinances regarding stormwater protection measures and standard construction practices and would therefore create no significant impact

**IX. LAND USE & PLANNING**

Would the project:

- |  | Potentially Significant Impact | Less Than Significant w/ Mitigation Incorporation | Less Than Significant Impact | No Impact                |
|--|--------------------------------|---|------------------------------|--------------------------|
| a) Physically divide an established community? (Sources: 1, 2, 4)  | <input type="checkbox"/>       | <input type="checkbox"/>                          | <b>X</b>                     | <input type="checkbox"/> |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (Sources: 1, 2, 4) | <input type="checkbox"/>       | <input type="checkbox"/>                          | <input type="checkbox"/>     | <b>X</b>                 |

The proposed project involves the use of an existing historic single-family site for an institutional use, including the conversion of another single-family home and accessory structure into office space, as well as two future structures on-site.

While the subject property is located in an urbanized area, the 6.85 acre site is developed with only two single-family homes, far below the allowable density in the surrounding neighborhood. Currently, the site is built at a density of 0.3 dwellings per acre. The existing General Plan/Zoning designation of Single-Family Residential (RS-1) allows 4.4 dwellings per acre, or approximately 30 detached units on the site.

While additional homes could be developed on the site, the current Single-Family Residential zoning does not allow for an institutional use. As such, the applicant is concurrently processing a General Plan and Zoning Map Amendment to change the zoning designation to Private Institutional (IP-PD). Since any new use will be subject to the Specific Plan and require the granting of a Planned Development Permit, which is in turn subject to CEQA, the proposed zone change in and of itself will not cause any environmental effects. Also, the proposed Specific Plan cannot be approved unless the associated zone change occurs as well, either concurrently or prior to the Specific Plan.

The site is situated between an established single-family neighborhood (Single-Family Residential, RS-1 zone) and the National City Municipal Golf Course (Civic Institutional zone). As such, changing the site's use and zoning to Private Institutional would be consistent with the adjacent Civic Institutional Zone. Also, the site is located on the fringe of the neighborhood and would not divide an established community. Lastly, the objective of the Specific Plan and the conversion of existing structures on-site is to retain the historical, residential character of the property and remain compatible with the adjacent neighborhood, resulting in no significant impact.

The City's General Plan encourages projects which support historic preservation efforts. The proposed Specific Plan is consistent with this goal, as it mandates the conservation of a home on the City's Historic Properties List and limits future development on the site while retaining the overall historic character of the site.

**X. MINERAL RESOURCES**

Would the project:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

Discussion: There are no known mineral resources on the proposed project site or delineated on a local plan for the site; therefore, there is no impact.

**XI. NOISE**

Would the project result in:	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Sources: 1, 2, 4, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (Sources: 1, 2, 4, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1, 2, 4, 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (Sources: 1, 2, 4, 6)
- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Sources: 1, 2, 4, 6)
- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (Sources: 1, 2, 4, 6)

The project will comply with requirements of the California Building Codes and City ordinances with regard to noise for an office/institutional project. The proposed project would be primarily an office development, which by its nature would not typically generate noise levels in excess of local standards and affect neighboring properties. Any special activities would require a Temporary Use Permit and the noise generated would be of limited duration during that temporary time period and would still remain subject to City Noise Ordinance.

While the majority of the project includes interior renovation of existing structure, plans include a new parking area and two potential new buildings on-site. The associated grading and construction on the project site would create temporary noise impacts. Modern construction equipment, properly used and maintained, meet the noise limits contained in the City's Noise Ordinance. All noise generated by the project would be required to comply with the City's Noise Ordinance. Upon completion of the project, all noise from the project operations would be required to conform to the City's Noise Ordinance, and because construction noise is temporary, no significant impact from the project would occur.

The proposed project site is not located within an airport land use plan or within two miles of a public use airport or private airstrip; therefore, there is no impact to those people working on the project site.

**XII. POPULATION & HOUSING**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

While the conversion of two existing single-family homes into office/institutional use could potentially attract project employees to the area, the size of the proposed office staff is so small (6-10 persons) that no significant increase to population within the City would be expected as a result of the proposal. Also, as the project will only affect two existing, unoccupied, single-family homes, it will not necessitate the construction of replacement housing. As such, there no impact expected as a result of this project.

**XIII. PUBLIC SERVICES**

Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
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a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
Police protection? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
Schools? (Sources: 1, 2, 4, 12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
Parks? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
Other public facilities? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

The proposed project would not result in adverse impacts to police or fire protection services. The project site is currently and will continue to be served by the National City Police and Fire Departments. Plans also include additional elements intended to increase Fire service to the site, including sprinklers in the Pool House building being converted to office space, a new standpipe at the south driveway on N Avenue, and a new point of connection for the Fire Department adjacent to the Pool House.

The proposed project would result in no impacts to City schools or parks, as the proposal is an institutional/office project, which would not be expected to result in additional school children or population in the area. The project also retains and enhances ample open space and passive recreational amenities on-site, such as walking paths and gardens, for use by staff and visitors.

**XIV. RECREATION**

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Sources: 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Sources: 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>X</b>

The proposed project includes the conversion of two single-family residential properties into office and meeting facilities to support a non-profit institutional use. The proposed institutional/office use of the project site would not increase the use of local recreational facilities, necessitate construction of additional recreational facilities, or remove or impact existing facilities in the surrounding area; therefore, there is no impact.

**XV. TRANSPORTATION/TRAFFIC**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
--	--------------------------------	---	------------------------------	-----------

- |  |                                     |                                     |                                     |                                     |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? (Sources: 1, 2, 4, 7) | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | X                                   |
| b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? (Sources: 1, 2, 4, 7)   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | X                                   |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (Sources: 1, 2, 4, 7)  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | X                                   |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Sources: 1, 2, 4, 7)   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | X                                   |
| e) Result in inadequate emergency access? (Sources: 1, 2, 4, 7)  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | X                                   |
| <b>f) Result in inadequate parking capacity? (Sources: 1, 2, 4, 7)</b>   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Conflict with adopted policies plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? (Sources: 1, 2, 4, 7)  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | X                                   |

According to a review of the potential traffic impacts dated June 12, 2007, by the National City Transportation Engineer, the proposed project would not cause a significant increase in traffic. The traffic analysis states that the project will result in an approximately 142 average daily trips, an increase of 118 ADT above the current use. With such a low increase in trips, a full traffic study is not warranted and study segments would be expected to continue to operate under capacity and the existing roadways will adequately serve the project.

Project plans include retaining the use of the existing one-way driveway on the south parcel (2525 N Avenue), which includes an entrance from 24<sup>th</sup> Street on the north side of the house and exit on the south side. Plans also include the construction of a 14-lot parking area on the north parcel that would be accessed from the existing driveway entrance and have a second exit on the north end of the lot. The new private driveways proposed within the site will be designed in accordance with private road standards acceptable to the City Engineering and Fire Departments. Parking proposed on-site can accommodate the conversion of the existing structures, the proposed expansion of the pool house, and the new 1,200 square foot office facility proposed on the existing pool site per City Land Use Code requirements. Therefore, there is no impact.

The Specific Plan states that any events held in the proposed Meeting Facility building that exceed parking availability on-site will be required to secure temporary parking arrangements off-site and obtain a Temporary Use Permit from the City that identifies the alternate parking. This arrangement attempts to avoid the impact of requiring construction of excessive parking lots on a site for the occasional, larger event and also remove any traffic and parking capacity impacts to the adjacent neighborhood from these events. The Specific Plan also identifies the frequency of these extra events as only a few times a year (less than 5). As such, there is no significant impact.

The proposed project does not contain any components that would result in a change in air traffic patterns; therefore, there is no impact.

The proposed project is located between an existing single-family neighborhood and a municipal golf course. As such, pedestrian access points into the site are limited to private driveways from 24<sup>th</sup> Street to the west. Public access through the project site is not necessary and the proposed project would not conflict with any adopted policies, plans or programs supporting alternative transportation and therefore, there is no impact.

**XVI. UTILITIES & SERVICE SYSTEMS**

Would the project:

	Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (Sources: 1, 2, 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Sources: 1, 2, 4, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Sources: 1, 2, 4, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Sources: 1, 2, 4, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Sources: 1, 2, 4, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (Sources: 1, 2, 4, 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

The proposed General Plan Amendment, Zone Change and Planned Development/Specific Plan is located on a currently developed property located within an urbanized area with existing utility services, including water and wastewater facilities. The primary component of the project includes the conversion of existing structures to another use (residential to office), and comments received from City staff and Sweetwater Authority indicate that capacity exists to handle the needs of the structures to be converted. The two structures proposed for construction in a later phase of the Specific Plan would require additional discretionary review by the City, and while not anticipated, any upgrades required in association with that development will be addressed at that time. Therefore, the project would have no significant impact. Also, new construction would be designed and constructed to include best management practices (BMPs) to appropriately handle wastewater and not exceed wastewater treatment requirements of the San Diego Regional Water Quality Control Board: therefore, there is no impact.

The proposed project site would continue to be served by EDCO, the local waste collection and recycle company. EDCO has indicated that they are able to accommodate the solid waste disposal needs of future projects within the City; therefore, there is no significant impact. Also, the proposed project would comply with all federal, state, and local statutes and regulations related to solid waste.

**XVII. MANDATORY FINDINGS of SIGNIFICANCE**

Potentially Significant Impact	Less Than Significant w/ Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------	---	------------------------------	-----------

- |   |                          |                          |                          |          |
|---|--------------------------|--------------------------|--------------------------|----------|
| <p>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| <p>b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |
| <p>c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</p>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>X</b> |

No significant impacts to the environment as a result of this project have been identified. Approval of the project is not expected to have any significant impacts, either long-term or short-term, nor will it cause substantial adverse effect on human beings, either directly or indirectly.



**REFERENCE SOURCES:**

<u>Reference #</u>	<u>Document Title</u>	<u>Available for Review at:</u>
1	National City General Plan	National City Planning Dept. 1243 National City Boulevard National City, CA 91950
2	City of National City Municipal Code	National City Planning Dept.
3	City of National City Design Guidelines	National City Planning Dept.
4	International Community Foundation Specific Plan (2007-16 SP)	National City Planning Dept.
5	US Fish and Wildlife Wetland Mapped System ( <a href="http://wetlandsfws.er.usgs.gov/wtlnds/launch.html">http://wetlandsfws.er.usgs.gov/wtlnds/launch.html</a> )	online
6	FEMA Map Service Center ( <a href="http://www.fema.gov">www.fema.gov</a> )	online
7	ICF Specific Plan Traffic Analysis, June 2007	National City Planning Dept.
8	2004 Triennial Revision of the Regional Air Quality Strategy for San Diego County, July 2004	National City Planning Dept.
9	<i>Air Quality in San Diego County</i> , Air Pollution Control District for San Diego County, 2006	National City Planning Dept.
10	SanGIS Interactive Mapping ( <a href="http://www.sangis.org">www.sangis.org</a> )	online
11	Environmental Assessment Form for project	National City Planning Dept.
12	Co. of San Diego Department of Environmental Health website ( <a href="http://www.sdcounty.ca.gov/deh/">www.sdcounty.ca.gov/deh/</a> )	online
13	California Geological Survey ( <a href="http://www.consrv.ca.gov/CGS/">http://www.consrv.ca.gov/CGS/</a> )	online
14	Comments from National City Fire, Police, Building, & Engineering Departments and Sweetwater Authority and SDG&E	National City Planning Dept.

# PROPOSED NEGATIVE DECLARATION

**Project Title:** Specific Plan and General Plan/Zone Change to allow for the development of an office and meeting facility for a non-profit philanthropic foundation, the International Community Foundation (2007-16 IS)

**Applicant:** International Community Foundation (ICF)  
Richard Kiy  
11300 Sorrento Valley Road, Suite 115  
San Diego, CA 92121

**Address of Project:** 2505 and 2525 N Avenue, adjacent to the Westside of the National City Municipal Golf Course, within the City of National City (APNs 563-150-29 and 563-040-11)

\*\*\*\*\*

## Project Description

The International Community Foundation (ICF), a non-profit philanthropic organization, has submitted an application for a Specific Plan, General Plan Amendment, and Zone Change. A General Plan Amendment and Zone Change are required to rezone the property from single-family residential, RS-1, to Private Institutional Use, IP-PD.

The project involves two parcels located at 2505 and 2525 N Avenue, each containing a single-family residence, one of which is known as the historic Oliver Noyes residence at 2525 N Avenue. The property was donated to ICF with the stipulation that they preserve the historic integrity of the Oliver Noyes residence and the grounds. The property at 2505 N Avenue (Parcel #: 563-040-11) covers 2.28 acres and includes a single-story 2-bedroom home. The applicant proposes to convert this residence into offices and construct a 14-space parking lot to conduct fundraising and volunteerism activities. The adjacent 3,400 square foot Oliver Noyes House at 2525 N Avenue (APN #563-150-29) contains 4 bedrooms, and is proposed by the applicant to be used for meetings, receptions, and accommodations for occasional visiting donors and guests. This parcel also includes an outdoor pool, pool house, and expansive gardens (including a ½ acre working organic garden) with acreage totaling 4.57 acres. The 780-square-foot pool house sits on the easternmost section of the property overlooking the municipal golf course and is proposed as meeting space initially, and to eventually be converted it to office space as well. In addition, the application involves future phases that include constructing a 1,200 square foot office building and a 3,500 square foot meeting facility.

ICF currently has a staff of 6 people who would be utilizing the office space and a maintenance staff of 3 who would maintain the buildings and gardens. Board meetings would be held every other month for approximately one to two hours with approximately 9 – 12 attendees. Once or twice per year ICF may host outdoor receptions that may include up to 100 individuals. A Temporary Use Permit (TUP) would be obtained prior to special events. Off-site parking would

be secured for each event in order to minimize the impact on the neighborhood, and would be identified in the TUP.

The operation of the facility is proposed in two phases. Phase 1 will consist of converting the 1,200 square foot residence at 2505 N Avenue to office space, construction of the parking lot and installation of landscaping, use of the 3,400 square foot Oliver Noyes residence, and use of the pool house for meeting space. The property currently has 8 parking stalls located around the existing circle drive on the 2525 N Avenue site. Phase 1 expansion includes construction of 14 additional parking stalls on the 2505 N Avenue site to accommodate board members and visiting guests. Along with the parking expansion on this parcel, landscaping would be enhanced. No modifications to the Oliver Noyes residence are proposed other than regular maintenance.

Phase 2 will consist of a remodel of the 780 square foot pool house into office space, with a potential expansion of 450 additional square feet. Also proposed is construction of a 3,500 square foot, ADA compliant meeting facility that would provide seating for up to a maximum of 75 individuals and include handicapped accessible bathrooms, a kitchen, a projection screen, wireless access, and an outdoor balcony. Lastly, construction of a 1,200 square foot, single-story office space located at the rear of the project in place of the current swimming pool, has been proposed.

The architectural design of each new structure of Phase 2 would occur prior to its construction and would require review and approval of the City through the Planned Development permit process (Municipal Code Chapter 18.116).

The Specific Plan area includes two parcels comprised of approximately 6.85 acres located on the east side of the N Avenue and 24<sup>th</sup> Street intersection and west and adjacent to the National City Golf Course. Surrounding uses include the National City Municipal Golf Course to the east and south, and single-family housing to the north and west. The terrain consists of a relatively level area in the northwestern one third of the site and then slopes steeply down approximately 75 feet on the east and south perimeters, adjacent to the golf course below. All development would occur within the level areas of the project site, within the area previously disturbed. No development is proposed on the slopes.

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Environmental Findings:

The Negative Declaration (2007-16 IS) has been considered together with any comments received during the public review process, and based on the whole record (including the Initial Study Checklist and any comments received) there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration reflects the City's independent judgment and analysis.

A copy of the Initial Study documenting reasons to support the finding is attached (2007-16 IS).

RESOLUTION NO. 2019 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A GENERAL PLAN AMENDMENT FOR THE REZONING OF PROPERTY  
LOCATED AT 2443 “N” AVENUE FROM LARGE LOT RESIDENTIAL (RS-1) TO  
INSTITUTIONAL (I)

**WHEREAS**, the City Council of the City of National City considered said certification at a duly advertised public hearing held on December 3, 2019, at which time the City Council considered evidence; and

**WHEREAS**, at said public hearing the City Council considered the staff report provided for Case File No. 2019-04 GPA, which is maintained by the City and incorporated herein by reference, along with any other evidence presented at said hearing; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City that the evidence presented to the City Council at the public hearing held on December 3, 2019, support the following findings:

FINDING FOR APPROVAL  
OF THE GENERAL PLAN AMENDMENT

1. The proposed development is consistent with General Plan Land Use Policies OS-3.1, OS-3.2, OS-3.4 and HEJ-4.4 because the site will be used to support an existing private garden that is used to educate students and families from underserved communities on the environment, hands-on gardening, and hands-on cooking.

**BE IT FURTHER RESOLVED**, that the application for Tentative Subdivision Map is approved subject to the following conditions:

General

1. This *General Plan Amendment and Zone Change* authorizes the zone change of 2443 ‘N’ Avenue from Large Lot Residential (RS-1) to Institutional (I). Unless specifically modified by this resolution, all previous Conditions of Approval as stated in City Council Resolution 2007-249 are still in effect. All plans submitted for permits associated with the project shall conform to the conditions of approval contained in the approval resolution for Case File No. 2019-04 GPA, ZC.
2. This *General Plan Amendment and Zone Change* shall not become effective until the properties addressed 2443 ‘N’ Avenue and 2505 ‘N’ Avenue (APNs 563-040-09 and 563-040-11 respectively) have been merged. Before this *General Plan Amendment and Zone Change* shall become effective, the applicant and/or the property owner both shall 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 General Plan Amendment and Zone Change.** 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

**Resolution No. 2019 –  
Page Two**

of Restriction shall provide information that conditions imposed by approval of the *General Plan* Amendment and Zone *Change* 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 City Manager or assign prior to recordation.

3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk.**

Building

4. Plans submitted for improvements must comply with the current editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Fire

5. Plans submitted for improvements must comply with the current editions of National Fire Prevention Association regulations, the California Fire Code and the current edition of the California Code of Regulations.
6. Per the zone change, the existing property is being changed from an “R” property to an “I” property. Further evaluation shall be conducted by the National City Fire Department, if this property is used for this purpose.
7. Approved signs or other approved notices or markings (*Red Curb*) that include NO PARKING – FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designed shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. **All projects shall be evaluated for this necessary application.**
8. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
9. Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation.

Planning

10. All future construction shall comply with Chapter 18.26.030 (General development standards) of the National City Municipal Code. In particular, no structure shall be placed within 25 feet of the property line abutting residentially-zoned properties.
11. If constructed within 100 feet of the northerly property line, any balconies or other exterior use areas shall face south to avoid noise impacts to residential areas located to the north.

**Resolution No. 2019 –  
Page Three**

12. All current and future activities shall comply with Table III of Title 12 (Noise) of the National City Municipal Code.
13. Any plans submitted for a parking lot on the property shall include a minimum 10-foot wide landscaped buffer. If parking spaces are directed towards adjacent residential properties, screening shall be required in the form of a wood fence or privacy hedge to screen said properties from vehicle operations, including headlights at night.
14. Properties currently addressed as 2443 ‘N’ Avenue and 2505 ‘N’ Avenue (APNs 563-040-09 and 563-040-11 respectively) shall be merged.
15. All future development shall provide adequate parking, as specified in Chapter 18.45 (Off-street parking and loading) of the National City Municipal Code.
16. Any retaining walls, or sections thereof, constructed on the east side of the property shall not exceed eight feet in height. If step-backs between sections are necessitated, the area between wall sections shall include landscaping to break up the mass of the wall. This landscaping shall be automatically irrigated.
17. A Temporary Use Permit (TUP) is required for any special events held on site. Unless able to located on-site, any required off-site parking shall be secured for each event in order to minimize the impact on the neighborhood, and shall be identified in the TUP.

**BE IT FURTHER RESOLVED** that the City Council hereby approves a General Plan Amendment for the rezoning of property located at 2443 “N” Avenue from Large Lot Residential (RS-1) to Institutional (I).

**BE IT FURTHER RESOLVED** that this Resolution amending the General Plan for the rezoning of property located at 2443 “N” Avenue shall take effect thirty (30) days after its passage.

**PASSED and ADOPTED this 3<sup>rd</sup> day of December, 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 an Ordinance of the City Council of the City of National City, approving a Zone Change for property located at 2443 “N” Avenue changing the zone from Large Lot Residential \(RS-1\) to Institutional \(I\). \(Applicant: International Community Foundation\) \(Case File No. 2019-04 GPA\) \(Planning\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:** Public Hearing and Adoption of an Ordinance of the City Council of the City of National City, approving a Zone Change for property located at 2443 "N" Avenue changing the zone from Large Lot Residential (RS-1) to Institutional (I). (Applicant: International Community Foundation) (Case File No. 2019-04 GPA)

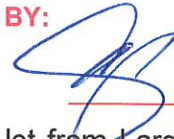
**PREPARED BY:** Martin Reeder, AICP



**DEPARTMENT:** Planning Division.

**PHONE:** 619-336-4313 |

**APPROVED BY:**



**EXPLANATION:**

The applicant is proposing to change the zoning of an existing single family lot from Large Lot Residential (RS-1) to Institutional (I), in order to merge the lot with an adjacent Institutionally-zoned property directly to the south. Both properties are part of the International Community Foundation campus, which includes Olivewood Gardens and Learning Center. The zone change was initiated by the Planning Commission in 2015.

The Planning Commission held a public hearing on the proposed General Plan Amendment and Zone Change and recommended approval. The attached Ordinance will need to be adopted in order to take action on the Zone Change.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** |

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

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

**ENVIRONMENTAL REVIEW:**

Addendum to Negative Declaration 2007-16 IS

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

**STAFF RECOMMENDATION:**

Staff concurs with the Planning Commission recommendation that the Ordinance be adopted.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the General Plan Amendment and Zone Change

Vote: Ayes – Natividad, Sendt, Yamane, Dela Paz      Absent: Garcia      Abstain: Baca, Flores

**ATTACHMENTS:**

Ordinance



**ORDINANCE NO. 2019 –**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A ZONE CHANGE FOR PROPERTY LOCATED AT 2443 “N” AVENUE  
CHANGING THE ZONE FROM LARGE LOT RESIDENTIAL (RS-1) TO  
INSTITUTIONAL (I)**

**WHEREAS**, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the rezoning of the parcel of real property (APN 563-040-09), hereinafter described, and for the amendment of the Zoning Map of the City of National City; and

**WHEREAS**, pursuant to legal notice, hearings were held by the Planning Commission of National City and also by the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and

**WHEREAS**, the Planning Commission of National City has regularly and duly certified to the City Council its report and has recommended such rezoning; and

**WHEREAS**, the City Council found that on the basis of the Addendum to Initial Study 2007-16 IS and Negative Declaration adopted on November 6, 2007, and any comments received, that there is no substantial evidence that the project will have a significant effect on the environment; and

**WHEREAS**, the City Council finds the rezoning consistent with and necessary to implement the General Plan.

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

**Section 1.** This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of Fifteen (15) days after its passage a summary or 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.

**Section 2.** All protests, if any, against said rezoning and said amendment to the General Plan, and each of them be and hereby are denied and overruled.

**Section 3.** That all the real property described below is hereby rezoned from Large Lot Residential (RS-1) to Institutional (I):

THAT PORTION ON 40 ACRE LOT 1 IN QUARTER SECTION 134 OF RANCHO DE LA NACION, ACCORDING TO MAP THEREOF MADE BY MORRILL, NO. 166 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY RECORDER ON MAY 11, 1869; ALL IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; AND

**Section 4.** That a Notice of Determination shall be filed indicating that the rezoning will not have a significant effect on the environment.

**PASSED and ADOPTED this 3<sup>rd</sup> day of December, 2019.**

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Alejandra Sotelo-Solis, Mayor

**ATTEST:**

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Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

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Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption 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:** December 3, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Public Hearing and adoption 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 adoption 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 were provided to the City Council verbally during staff introductory comments of the public hearing held on November 19, 2019.

**ATTACHMENTS:**

1. Explanation
2. Proposed Changes to the Ordinance (Redline)
3. Ordinance

City of National City  
December 3, 2019  
Staff Report Explanation

Agenda Item:

**Public Hearing and adoption 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 16.06.060 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.**

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Alejandra Sotelo-Solis, Mayor

**ATTEST:**

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Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

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Angil 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 HDR, 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; construction support; 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:** |December 3, 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 HDR, 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; plan reviews; constructability reviews; construction support; 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 HDR, 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 and interview, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with HDR, 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; plan reviews; constructability reviews; construction support; 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  
HDR, INC.**

THIS AGREEMENT is entered into on this 3<sup>rd</sup> day of December, 2019, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and HDR ENGINEERING INC., a Nebraska corporation (the "CONSULTANT").

**RECITALS**

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 December 3, 2019. The duration of this Agreement is for the period of December 3, 2019 through December 2, 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; plan reviews; constructability reviews; construction support; long-range planning for any discipline listed in the RFQ; 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. Alex Yescas, Contract 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 claim.

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

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to 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 \$100,000 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:  
Alex Yescas  
Contract Manager  
591 Camino de la Reina  
Suite 300  
San Diego, CA 92108

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**

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

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

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

**HDR ENGINEERING, INC., A NEBRASKA CORPORATION**

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

By:   
(Name)

AARON MEILLEUR  
(Print)

VICE PRESIDENT  
(Title)

By:   
(Name)

KIP D FIELD  
(Print)

VICE PRESIDENT  
(Title)



Roberto Yano, P.E.  
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 (CIP)

Dear Selection Committee Members,

The City of National City (City) faces unique challenges when maintaining and operating its storm drain, wastewater, and public works facilities. These challenges include minimizing critical asset failures due to aging infrastructure and maintaining full regulatory compliance. The City operates with differing CIP needs, which demands a well-managed, experienced, technically knowledgeable, and creative team that excels in a wide array of engineering services. The HDR Engineering, Inc. (HDR) team is ready to meet these challenges! We have a long, successful history of working on projects in the region, and this history has helped create a solid team that will efficiently integrate with City staff while delivering projects on time, within budget, and with uncompromising quality.


**The HDR Team has a proven track record of delivering successful engineering projects locally.** Our Contract Manager, Alex Yescas, PE, CFM, ENV SP, has developed over 300 tasks orders for various On-Call contracts with the City, City of San Diego, City of El Cajon, City of Chula Vista, City of Coronado, City of Carlsbad, County of San Diego and the California Department of Water Resources. Because Alex routinely manages simultaneous task orders with varying technical disciplines he knows how to meet your schedules and budget. **Alex has supported the City through complex challenges, both technically and with funding constraints, and has delivered for the City. Alex delivered the City's Sewer Group 1 trunk sewer upsizing along Plaza Bl and National City Bl, including emergency response to the Paradise Creek sewer break and has assisted the City in attaining over \$1M in grant funding for flood mitigation along Paradise Creek. He knows how to carry out projects for the City staying within the budget and schedule, including winning numerous projects of the year for the City.** Supporting Alex is a proven team of professionals experienced in successfully delivering projects of varying size and complexity. Our team brings the following benefits to the City:

- Superior technical skills and historical knowledge of the City's infrastructure
- Local experts in Condition Inspection and Assessment Management to help rehabilitate your storm drain and wastewater collection system in a cost effective prioritized approach;
- Efficient scopes, meeting grant schedules, and realistic budgets—our commitment is efficiency and cost savings for the City!

**We know you because we have worked with you.** Our experience builds on our past and present working relationships with the City, positioning our team to apply technical innovation, coordination between engineering and operations, and build on trust for long-term success. Our team's successful projects, such as the As-Needed Condition Inspection and Assessment contracts we have held in San Diego and our City of San Diego Pure Water design, attests to our ability to perform both complex engineering tasks as well as provide specialty technical support. The City of San Diego trusted HDR to carry out the most important pipeline project in the City of San Diego's history - we will provide you with the same high-level of service to you. We offer the right mix of professionals to manage numerous tasks simultaneously, allowing us to deliver reports, designs and data that you can use to effectively communicate with City Council and provide safe, reliable and affordable services to your customers.

**HDR is proud to submit our qualifications for the following disciplines: Civil Engineering, Environmental Planning, Design, and Engineering, Environmental Compliance, Planning and Design, Engineering and Project Management, Sewer System Management, Traffic Engineering, and Transportation Planning.**

Sincerely,  
HDR Engineering, Inc.

  
Aaron Meilleur, PE  
Vice President

  
Alex Yescas, PE, CFM, ENV SP  
Contract Manager

hdrinc.com

591 Camino de la Reina, Suite 300, San Diego, CA 92108-3104  
T 858.712.8400 F 858.712.8333



## EXECUTIVE SUMMARY

HDR has assembled a proven team of professionals experienced in successfully delivering projects of varying size and complexity. The Team has a proven track record of delivering successful on-call engineering projects. Our team brings the following benefits to the City:

### Local Superior technical skills and historical knowledge of the City's utilities

- Proven experience managing and responding to similar projects while serving as an extension of your staff
- Efficient scopes, meeting schedules, and realistic budgets—our commitment is efficiency and cost savings for the City!
- Alex Yescas and Scott Humphrey have a long-standing history on delivering projects successfully for the City

### Local and Ready to Go

Reliable and Responsive: Established more than 100 years ago, HDR is reliable and will be there for you.

### Innovation and Technology

Fresh ideas stem from collaboration; we will work with you to develop new and innovative solutions

### As-Needed Experience

Our team's successful projects attest to our ability to perform both routine engineering tasks, as well as provide specialty technical support, such as vibration testing, water membrane treatment analysis, and knowledge transfer.

### Technical Expertise

We offer the right mix of professionals to manage numerous tasks simultaneously, allowing us to deliver reports, designs, and data that you can use to effectively communicate with your management, justify projects to

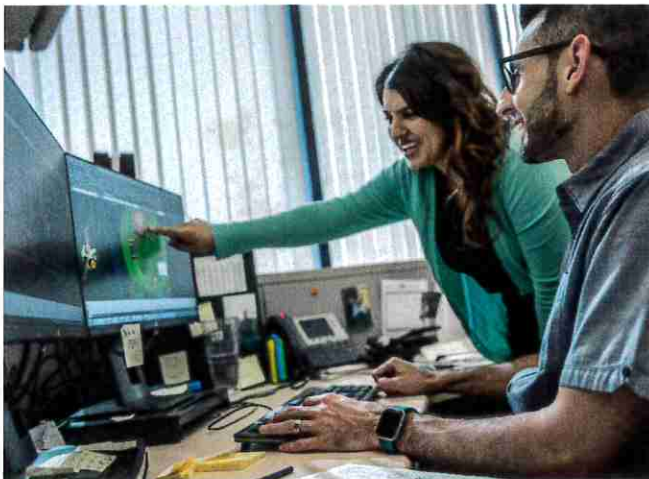
City Council, and provide safe, reliable, and affordable services to your customers.

### We Will Tailor our Approach to Meet Your Goals and Objectives

- **Task Order Execution:** When you present us a task order, our contract manager, Alex Yescas, will work with you to understand the needs and engage the right task leader(s) and staff, so we can properly scope and execute the task order.
- **Communication:** Our key staff will regularly communicate with you through face-to-face meetings, field visits, telephone calls, and emails. You will have access to us 24/7 to support you during emergencies, such as the Paradise Creek Sewer line that ruptured, Alex was on-site within 20 minutes provide guidance to Jeff Rouston and Don Jasmund on the repair.
- **Collaboration:** We will provide you regular status summaries of each task, which will highlight work completed, upcoming work to be completed in the next 30 days, and any issues that need immediate resolution.

### We Know Your Systems and Stakeholders

- **Knowledge Transfer:** We will transfer our years of hands-on utility work and expertise with the City allowing new staff and young engineers to retain City history through lessons learned at close-out of each Task Order.
- **Institutional Knowledge:** Using our comprehensive understanding of the City's policies, procedures, and requirements, we will adhere to the strict standards and local codes, so you can have confidence that the deliverables are accurate.



# EXHIBIT B

**HDR ENGINEERING, INC.**  
**Southern California Operations**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
 Effective September 1, 2019 to December 31, 2022

Water & Natural Resources Engineering	Raw Rate	Fringe Rate	Overhead	Fully	10% Profit	Fully	Fully	Fully
	From/to	49.14% From/To	Rate 106.30% From/To	Burdened From/To	From/To	Burdened From/To 09/01/19- 12/31/20	Burdened From/To 01/01/21- 12/31/21	Burdened From/To 01/01/22- 12/31/22
Sr. Company Officer/Principal in Charge	\$124 - \$156	\$62 - \$77	\$134 - \$167	\$320 - \$400	\$32 - \$41	\$352 - \$441	\$363 - \$454	\$374 - \$468
Sr. Construction Manager	\$78 - \$100	\$39 - \$50	\$85 - \$108	\$202 - \$258	\$21 - \$26	\$223 - \$284	\$230 - \$293	\$237 - \$302
Sr. Engineer Mgr/Sr. Project Manager	\$105 - \$131	\$52 - \$65	\$113 - \$141	\$270 - \$337	\$27 - \$34	\$297 - \$371	\$306 - \$382	\$315 - \$393
Technical Manager	\$103 - \$124	\$51 - \$62	\$110 - \$134	\$264 - \$320	\$27 - \$32	\$291 - \$352	\$300 - \$363	\$309 - \$374
Project Manager/Task Manager	\$75 - \$101	\$37 - \$50	\$80 - \$108	\$192 - \$259	\$20 - \$26	\$212 - \$285	\$218 - \$294	\$225 - \$303
Sr. Project Engineer	\$70 - \$94	\$35 - \$47	\$76 - \$101	\$181 - \$242	\$19 - \$25	\$200 - \$267	\$206 - \$275	\$212 - \$283
Construction Inspection	\$68 - \$92	\$34 - \$46	\$74 - \$99	\$176 - \$237	\$18 - \$24	\$194 - \$261	\$200 - \$269	\$206 - \$277
Database Programmer	\$64 - \$85	\$32 - \$43	\$69 - \$92	\$165 - \$220	\$17 - \$22	\$182 - \$242	\$187 - \$249	\$193 - \$256
Supervising Engineer	\$59 - \$81	\$30 - \$41	\$64 - \$87	\$153 - \$209	\$16 - \$21	\$169 - \$230	\$174 - \$237	\$179 - \$244
CADD/BIM/Designer	\$50 - \$72	\$26 - \$37	\$55 - \$79	\$131 - \$188	\$14 - \$19	\$145 - \$207	\$149 - \$213	\$153 - \$219
Project Engineer	\$42 - \$68	\$21 - \$34	\$46 - \$74	\$109 - \$176	\$11 - \$18	\$120 - \$194	\$124 - \$200	\$128 - \$206
Project Accountant	\$38 - \$65	\$20 - \$33	\$42 - \$71	\$100 - \$169	\$11 - \$17	\$111 - \$186	\$114 - \$192	\$117 - \$198
Project Administrator	\$35 - \$59	\$19 - \$30	\$40 - \$64	\$94 - \$153	\$10 - \$16	\$104 - \$169	\$107 - \$174	\$110 - \$179
Document Production Specialist	\$33 - \$56	\$18 - \$28	\$38 - \$60	\$89 - \$144	\$9 - \$15	\$98 - \$159	\$101 - \$164	\$104 - \$169
EIT	\$31 - \$52	\$16 - \$27	\$34 - \$58	\$81 - \$137	\$9 - \$14	\$90 - \$151	\$93 - \$156	\$96 - \$161
Technician	\$26 - \$46	\$13 - \$24	\$28 - \$50	\$67 - \$120	\$7 - \$13	\$74 - \$133	\$76 - \$137	\$78 - \$141
Intern	\$21 - \$35	\$11 - \$19	\$23 - \$40	\$55 - \$94	\$6 - \$10	\$61 - \$104	\$63 - \$107	\$65 - \$110
Environmental QAQC	\$121 - \$135	\$61 - \$67	\$130 - \$144	\$312 - \$346	\$32 - \$35	\$344 - \$381	\$354 - \$392	\$365 - \$404
Environmental Project Manager	\$52 - \$88	\$27 - \$44	\$57 - \$95	\$136 - \$227	\$14 - \$23	\$150 - \$250	\$155 - \$258	\$160 - \$266
Senior Biologist	\$70 - \$86	\$35 - \$43	\$76 - \$93	\$181 - \$222	\$19 - \$23	\$200 - \$245	\$206 - \$252	\$212 - \$260
Associate Biologist	\$52 - \$70	\$27 - \$35	\$57 - \$76	\$136 - \$181	\$14 - \$19	\$150 - \$200	\$155 - \$206	\$160 - \$212
Biologist	\$34 - \$52	\$18 - \$27	\$38 - \$57	\$90 - \$136	\$10 - \$14	\$100 - \$150	\$103 - \$155	\$106 - \$160
Senior Environmental Planner	\$70 - \$86	\$35 - \$43	\$76 - \$93	\$181 - \$222	\$19 - \$23	\$200 - \$245	\$206 - \$252	\$212 - \$260
Associate Environmental Planner	\$52 - \$70	\$27 - \$35	\$57 - \$76	\$136 - \$181	\$14 - \$19	\$150 - \$200	\$155 - \$206	\$160 - \$212
Environmental Planner	\$34 - \$52	\$18 - \$27	\$38 - \$57	\$90 - \$136	\$10 - \$14	\$100 - \$150	\$103 - \$155	\$106 - \$160
Senior Archaeologist	\$60 - \$67	\$31 - \$34	\$65 - \$72	\$156 - \$173	\$16 - \$18	\$172 - \$191	\$177 - \$197	\$182 - \$203
Archaeologist	\$28 - \$38	\$14 - \$20	\$30 - \$42	\$72 - \$100	\$8 - \$10	\$80 - \$110	\$82 - \$113	\$84 - \$116
GIS Analyst	\$52 - \$70	\$27 - \$35	\$57 - \$76	\$136 - \$181	\$14 - \$19	\$150 - \$200	\$155 - \$206	\$160 - \$212

**Rate Breakdown**

Fringe = 49.14%  
 Overhead = 106.4%  
 Profit = 10%

**Reimbursable Expenses**

Vehicle Mileage = \$0.58 per mile (or per IRS Regulations)

**Outside Services (mark-up):**

Subconsultants 0%  
 Printing \*  
 Outside Reproduction \*  
 Equipment Rental \*  
 Shipping/Postage \*

\* These are project-by-project decisions

**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.

Name Kip D. Field

Title Vice President

Signature 

Date 9/25/19

**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 HDR, 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; CONSTRUCTION SUPPORT; 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**, 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; 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 HDR, 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 HDR, 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; construction support; 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 3rd day of December, 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 KTU&A 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; landscape architectural and urban design; geographic information systems; 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:** |December 3, 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 KTU&A 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; landscape architecture and urban design; transportation planning; geographic information systems; 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

**PHONE:** |619-336-4312|

**DEPARTMENT:** |Engineering/Public Works|

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

|See attached.|



**FINANCIAL STATEMENT:**

**ACCOUNT NO.** |

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

**APPROVED:**  Finance

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

**ENVIRONMENTAL REVIEW:**

N/A

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

**STAFF RECOMMENDATION:**

|Adopt Resolution executing an Agreement with KTU&A 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 KTUA 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; landscape architecture and urban design; transportation planning; geographic information systems; 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  
KTU&A**

THIS AGREEMENT is entered into on this 3<sup>rd</sup> day of December, 2019, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and KTU&A, a California corporation (the "CONSULTANT").

**RECITALS**

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 a planning and landscape architecture 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 December 3, 2019. The duration of this Agreement is for the period of December 3, 2019 through December 2, 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; landscape architecture and urban design; transportation planning; geographic information systems; long-range planning for all disciplines described in Exhibit "A"; 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. Mike Singleton, 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:

Mike Singleton  
President  
3916 Normal Street  
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**

**KTU&A, A CALIFORNIA CORPORATION**  
*(Corporation – signatures of two corporate officers required)*

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

By:   
(Name)

Michael L. Singleton  
(Print)

President  
(Title)

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

By:   
(Name)

KURT W. CARLSON  
(Print)

VICE PRESIDENT  
(Title)

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



## EXHIBIT A

3916 Normal Street  
San Diego, CA 92103  
619.294.4477  
www.ktua.com  
PLA 2342 • 2386 • 2500

June 10, 2019

Roberto Yano, P.E.  
Deputy City Engineer  
City of National City  
Engineering & Public Works Department  
1243 National City Boulevard  
National City, CA 91950

### DISCIPLINES

Transportation Planning | Landscape Architecture  
Geographic Information Systems | Planning and  
Design | Community Outreach | Grants Management

Dear Mr. Yano and Members of the Consultant Selection Panel,

Safe and efficient modes of transportation, infrastructure upgrades, and improved quality of life are high priorities for cities and their residents. As budget challenges continue and the demand for infrastructure and public facilities increases, KTUA understands the need to make every dollar count towards the implementation of your priority projects. City staff faces many challenges every-day – from intensely competitive grant programs to responding to resident concerns about issues that impact their quality of life. As consultants, KTUA’s goal is to make your job easier by providing you with the resources needed to bring your projects to fruition. We offer you a team of transportation and land use planners, engineers, landscape architects, grant writers, outreach facilitators, and GIS analysts to support your various on-call needs. Through our work with National City over the last ten years, we understand your goals and objectives and offer the support of our staff to bring your projects to reality.

We believe there are three factors that demonstrate our innovative approach to projects. First, we continue to secure repeat projects with clients such as SCAG (10 projects in the last 7 years); the City of Santa Ana (3 projects in the last 5 years); Riverside Transit Agency (2 projects in the last 3 years); and the City of Goleta (2 projects in the last 3 years). This also includes five projects for the City of National City. Second, we have assisted our clients in preparing and winning more than \$42M in grants for complete and green street projects over the last ten years. Third, our projects consistently win awards at the local, state, and national level, most recently in April and May 2019. We received two Sustainability Planning awards from SCAG for the City of Santa Ana Central Complete Streets Plan and the Riverside Transit Agency Hemet Mobility Hub Feasibility Study. The Goleta Bicycle and Pedestrian Master Plan received awards from APWA and APA Central Coast Section. Additional APA awards have been granted to the City of Paso Robles Bicycle and Pedestrian Master Plan; the City of San Jacinto Trails Master Plan; Riverside Transit Agency First and Last Mile Mobility Plan; the City of Santa Ana Central Complete Streets Plan; and the City of Vista Townsite Drive Corridor Study.

#### QUALIFICATION CRITERIA:

**1. Knowledge of Local Environment:** KTUA has been working in National City since 2010 on CIP projects, planning studies, and grant applications related to redevelopment in the downtown area, traffic calming and bike and pedestrian infrastructure, regional transportation integration, and waterfront access. We are familiar with the body of work that National City has completed, and we are ready to help build new projects for the three communities in the city, El Toyon, Kimball, and Las Palmas. This recent experience provides the KTUA team members with a clear understanding of local conditions, priorities, nuances, and processes through multi-lingual community engagement, stakeholder meetings, field work, walking-tours, city-staff coordination, and council and committee presentations. KTUA will work closely with the Engineering and Public Works Department, as well as other on-call consultants, to advance the city’s priority projects.

**2. Experience and Technical Competence:** KTUA has provided transportation planning, landscape architecture, GIS, community engagement, visualization and grant writing services to cities and other public agencies throughout central and southern California for 49 years, with an emphasis on complete streets, transit, safe routes, vision zero, first/last mile, trails, open spaces, GIS analysis, and landscape architecture. With KTUA’s technical experience in many facets of design, planning, and analysis for municipal agencies, along with stormwater infrastructure, community planning, placemaking, and urban greening project experience, we bring a solid foundation of services to improve the cities and agencies within the region. We are currently managing on-call or as-needed

contracts for Western Riverside Council of Governments (WRCOG), the City of San Diego, the Port of San Diego, San Diego Association of Governments (SANDAG), the City of National City, and NAVFAC Southwest. Through this on-call experience, we understand the process to handle multiple task orders and schedules concurrently; to achieve a sustainable, implementable project; and the design, bidding and construction requirements for new, renovation and expansion projects that can be constructed and maintained safely and economically.

**3. Grants Management:** KTUA has an extensive background preparing and assisting with the preparation of grants for municipalities such as the Port of San Diego, City of Vista, City of National City, Orange County Transportation Authority (OCTA), and the Western Riverside Council of Governments (WRCOG). KTUA has secured more than \$15.5M in grants for our clients, and \$3.62M specifically for National City. In addition, our clients have secured more than \$42M in grant funding based on KTUA prepared plans and studies. As one of our project deliverables, we prepare detailed project cut-sheets for the priority projects, typically including a project summary, 30% drawings, photos, 3D models, and preliminary cost estimates. These cut sheets are then ready to be used for grant applications. Over the past 25 years, KTUA has also worked extensively on the implementation of grant funded projects. Adherence to grant requirements, budgets, schedules, and reporting procedures is absolutely critical. Missing one of these elements can result in funding being pulled.

**4. Financial Management and Accounting System:** KTUA accumulates, classifies, and allocates costs in a consistent manner. To determine the costs of services rendered, KTUA conforms with generally accepted accounting principles (GAAP) and cost accounting provisions contained in contracts and applicable laws, standards, rules, and regulations governing cost accounting practices issued by the following: Financial Accounting Standards Board (FASB); Cost Accounting Standards Board (CASB); Internal Revenue Service (IRS).

I will serve as the principal landscape architect and planner for all of the services offered by KTUA to make sure our efforts are well coordinated and seamless with the city and other city consultants so that the services we deliver to you meet your budget, schedule, and expectations. Other key personnel include Transportation Planner Joe Punsalan, Outreach Facilitator Jacob Leon, Transportation Engineer Tom Bertulis, Landscape Architect Brooke Whalen, GIS Technical Manager Alex Samarin, Landscape Architect Tim Henderson, Landscape Architect Jerod Huwa, Stephen Nunez, and Silvia Fang. KTUA has a San Diego staff of 35 landscape architects, planners, irrigation designers, GIS analysts and support personnel. Our staff resources allow us the flexibility to work with your schedule to meet the requirements of this contract. Civil Sense, a San Diego-based civil engineering firm, will fulfill our DBE goal. KTUA has worked with Civil Sense on a number of park and street improvement projects.

KTUA looks forward to the opportunity to discuss our project approach and qualifications with you. We hope this submittal demonstrates the understanding and ability of the KTUA team to help you meet and exceed your overall goals and objectives for the City of National City.

Respectfully submitted,



Mike Singleton  
Principal Transportation Planner

**KTUA PRIMARY CONTACT INFORMATION**

Michael Singleton | AICP CTP, CA PLA, LEED AP  
3916 Normal Street, San Diego, CA 92103  
t: (619) 294-4477 x134; f: (619) 294-9965  
mike@ktua.com

**CONTACT INFORMATION**

This section identifies our principal contact for the contract, as well as our project managers for the various disciplines covered by KTUA. Client and community satisfaction are key to the project's success. This section also includes some recent quotes from our clients to support our attention to detail.

**FAMILIARITY WITH LOCAL ENVIRONMENT**

The planning and design of a project requires an understanding of the regulations and requirements to protect the public's health safety and welfare; an understanding of the most innovative design technologies to meet current and future needs; an understanding of the needs and priorities of the users; and an understanding of the responsibilities of the client in terms of risk management, maintenance, future expansion opportunities and costs. KTUA takes these responsibilities seriously and collaborates with our clients and the consultant team to ensure the project meets and exceeds its goals and objectives. Details of our experience with the City of National City, along with our experience working with federal, state, regional, and local regulations are detailed in this section.

**EXPERIENCE AND TECHNICAL COMPETENCE**

To support the implementation of the National City CIP, KTUA offers a team of professionals with experience in National City and with CIP projects in other San Diego County jurisdictions. Their project experience includes street improvement projects, active transportation facilities, universal access, and park and recreation facilities. Most of the KTUA projects involve extensive public engagement programs, and many of the projects are grant funded, adding another layer of management responsibilities to assure compliance with grant requirements.

Our team will be led by staff you have worked with on other projects: Mike Singleton, Joe Punsalan, Tom Bertulis, Jacob Leon, Brooke Whalen, Tim Henderson, Alex Samarin, Silvia Fang, Stephen Nunez, and Jerod Huwa. To support KTUA projects that may require civil engineering services, we have included Civil Sense, a San Diego-based DBE engineering firm.

KTUA's depth of project experience is extensive. Included in this section are our firm profile and a matrix of our project experience focusing on transportation planning (including innovative traffic calming and bike and ped facilities); landscape architecture (primarily streetscapes and parks); GIS; and grants. Through the general services offered by KTUA, we can support National City on transportation planning, landscape architecture, GIS, planning and design, community outreach, and grants management. Each project sheet includes photos and/or graphics, a description of our scope of services, our client contact information, project fees, and a list of the key personnel who worked on the project.

Strong project management skills, a defined scope of work and budget, and a clear communication plan that outlines the roles and responsibilities of each of the key players are essential to the successful completion of the project. This section discusses our project innovations, quality control plan, staffing and management plan, communication plan and community engagement plan.

**GRANTS MANAGEMENT**

Grants are basically condensed versions of persuasion. The advocacy position needs to be a passionate effort to communicate a current situation that could greatly benefit from the grant. It certainly needs to follow the requirements closely and it needs to backup its claims with facts. It needs to stand out amongst many applications. It must build a case that if funded, the resulting project will be transferable to others in the state or region as a learning experience that builds upon a body of knowledge and furthers the understanding of an issue and a solution to that issue. It needs to stress how changes will improve the public's healthy, safety and welfare. In addition, it needs to stress the inclusion of best management practices that are at the forefront of the industry, while promoting innovation that pushes the industry. This section outlines KTUA's approach towards the preparation of grant applications and grant management. Also included is a summary of the grant applications prepared by KTUA and the funding received, as well as a summary of the funds received by our clients as a result of plans and studies prepared by KTUA.

**FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM**

With KTUA's long history on public works projects, our accounting system and overhead rate are regularly reviewed by DCAA for federal projects and Caltrans for state projects.

**SCHEDULE OF FEES**

KTUA understands that hourly rates and fees will be negotiated upon selection and identification of task orders.

**EXCEPTIONS TO THIS REQUEST FOR PROPOSAL**

KTUA takes no exceptions to the RFQ or the requirements identified in the RFQ.

**ADDENDA TO THE RFQ**

It is KTUA's understanding that no addenda to the RFQ have been issued.

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Senior Principal .....	\$180.00
Principal .....	\$170.00
Associate Principal .....	\$160.00
Senior Associate .....	\$150.00
Associate II .....	\$140.00
Associate I .....	\$130.00
Senior Designer/Senior Planner/GIS Analyst .....	\$120.00
Designer/Planner .....	\$110.00
Administration .....	\$85.00

**General Terms**

1. Hourly rates include provisions for normal overhead costs including fringe benefits, office rental, utilities, insurance, clerical services and equipment.
2. Reproduction, blueprinting, travel outside of San Diego County, soil testing and other non-labor direct costs are billed at cost plus 15%.
3. Mileage outside of San Diego County will be billed at the approved IRS rate.
4. Rates are valid through December 31, 2022.



**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 KTU&A 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; PLANS REVIEWS; CONSTRUCTABILITY REVIEWS; LANDSCAPE ARCHITECTURE AND URBAN DESIGN; TRANSPORTATION PLANNING; GEOGRAPHIC INFORMATION SYSTEMS; 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**, 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; 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 KTU&A 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 KTU&A 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; landscape architectural and urban design; geographic information systems; 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 3rd day of December, 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 NV5, 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; construction management; inspections and certified payroll; transportation planning; land surveying; environmental assessment; geotechnical; construction support; 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:** December 3, 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 NV5, 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; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; construction support; 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

**PHONE:** 619-336-4312



**DEPARTMENT:** Engineering/Public Works |

**APPROVED BY:** \_\_\_\_\_



**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** |

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

**APPROVED:**  Finance

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

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution executing an Agreement with NV5, 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 NV5, 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; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; construction support; 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  
NV5, INC.**

THIS AGREEMENT is entered into on this 3rd day of December, 2019, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and NV5, INC., a California corporation (the "CONSULTANT").

**RECITALS**

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, planning, and construction management 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 December 3, 2019. The duration of this Agreement is for the period of December 3, 2019 through December 2, 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; engineering; construction management, inspections and certified payroll; plan reviews; constructability reviews; land surveying; environmental assessments; geotechnical; construction support; 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. Cynthia Peraza, 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:

Cynthia Peraza, P.E.  
Project Manager  
15092 Avenue of Science  
Suite 200  
San Diego, CA 92128

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**

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

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

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

**NV5, INC., A CALIFORNIA CORPORATION**  
*(Corporation - signatures of two corporate officers required)*

By: Richard Tong  
*(Name)*

Richard Tong  
*(Print)*

Executive Vice President  
*(Title)*

By: Zedd A  
*(Name)*

JOHN GEORGE  
*(Print)*

CHIEF OPERATING OFFICER  
*(Title)*



## EXHIBIT A

# N|V|5

June 10, 2019

City of National City  
Attn: Roberto Yano, P.E.  
Deputy City Engineer  
Engineering and Public Works Department  
1243 National City Boulevard  
National City, CA 91950

### **SUBJECT: On-Call Project Support Services for National City's Capital Improvement Program**

Dear Mr. Yano,

The City of National City (City) is seeking professional consultants to provide on-call project support services for the City's Capital Improvement Program (CIP). Successful completion of these critical projects requires a partner who will not only support the projects the City is aware of, but a partner who can look at each project holistically and provide real world solutions and cost effective designs. NV5 brings extensive relevant experience, knowledge of the City and local environment, and a vision that supports the City's ultimate project goals. NV5 has assembled a team with an unmatched level of knowledge and experience to be this partner to the City. NV5 has been proud to support the City through providing services as an extension of City staff and we wish to continue working with the City by providing the following tangible benefits:

**UNPARALLELED LOCAL KNOWLEDGE AND TECHNICAL RESOURCES:** NV5 has maintained an office in San Diego for over 40 years where we have developed a long-established history working throughout San Diego County. This longevity coupled with our overall experience allows us to provide an exceptionally strong understanding of local agency regulations, policies, and permitting requirements that will help to facilitate the project process. Additionally, our team members have delivered a variety of projects to the City for nearly a decade. This depth of collaboration has allowed us to become highly familiar with the City's approach to projects, your stakeholders, and your ultimate project goals. NV5 has also continued to expand their technical portfolio, now including UAV (drone) services, environmental, utility design, mechanical and electrical engineering.

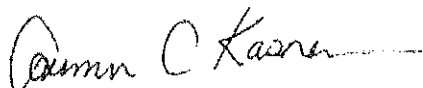
**AN EXPERIENCED TEAM YOU KNOW AND CAN RELY ON:** As a firm NV5 has over five years of experience delivering projects for the City, and our project manager has nearly ten. Our Project Manager, Phil Kern, PE will provide proactive project management of your on-call assignments. Phil's years of experience delivering projects to the City and ability to look ahead will continue to provide cost savings and other benefits to the City.

**IN DEPTH EXPERTISE IN ON-CALL CONSULTING:** NV5 is a leader in providing on-call consulting to public agencies, having performed these services for more than 50 agencies throughout California including the cities of National City, Imperial Beach, Chula Vista and Carlsbad; the counties of Imperial and San Diego; and the San Diego County Regional Airport Authority to name a few. Through this work, we have learned that capacity, clear communication, strong project management skills and technical excellence are the keys to success for projects of all sizes and complexities.

NV5 has the depth of resources, strong working relationships, and stability to be your on-call engineering consultant, assuring your projects are completed cost effectively, promptly, with accountability, and with the highest level of quality. Please feel free to contact Phil Kern at 619.609.8122 or phil.kern@nv5.com if you should need any further information.

Sincerely,

NV5, Inc.



Carmen Kasner, PE  
Regional Managing Director  
P# 27519-0003453.00



Phil Kern, PE  
Project Manager

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## 2. EXECUTIVE SUMMARY

NV5 is interested in working with the City to provide on-call services in support of your CIP. Our goal in preparing this proposal is to convey our abilities to you – the management skills, technical resources and value from our team member's experience and our extensive history of providing on-call services that we bring to this opportunity.

### CONTACT INFORMATION

NV5 is a California Corporation providing engineering services since the firm's founding in 1949. Our San Diego office, opened in 1969, is a leader in providing value added services to public and private agencies throughout southern California. Our Project Manager, Phil Kern, PE will be the main point of contact and maintains an impressive track record delivering tasks to the City on-time and within budget through existing on-call contracts.

### FAMILIARITY WITH LOCAL ENVIRONMENT

During NV5's 40 years in San Diego, we have successfully developed long-established working history with agencies throughout San Diego County. This experience provides us with an unmatched understanding of local regulations, design standards, and best management practices that we employ with each project we deliver to our clients. Over the past decade, our team members have established positive working relationships with City staff and are intimately familiar with City operations, stakeholders, and overall community goals. We pride ourselves in remaining deeply invested in our clients' goals from project inception to completion.

### EXPERIENCE AND TECHNICAL COMPETENCE

NV5 is a leader in providing on-call services to private and public agencies, having performed on-call and as-needed services for more than 50 agencies throughout California for the past 40 years. We understand that staffing capacity, clear communication, strong project management skills and technical excellence are the keys to efficient and effective on-call contracts and we will bring all of these skills to meet your needs.

We understand that flexibility and responsiveness are critical in order to ramp up or down based upon conditions. Our firm is structured to provide staff on very short turnaround times responding to rapidly changing priorities and project needs. NV5 has demonstrated through our on-call contracts that we are quick to respond with the correct team to solve any issue. We have provided detailed samples demonstrating our past experience providing these services in the Experience and Technical Competence Section of this qualifications package.

### GRANTS MANAGEMENT

NV5's grant writing and administration team prepares and manages grants for county, city and agencies throughout southern California. Our efforts have included working with our clients to identify overall project needs, developing a project scope and budget, obtaining data, performing surveys and traffic counts and obtaining and letters of support. We have successfully secured over \$13M in funding for our clients, please see details provided in the Grants Management section on page 37.

### FINANCIAL MANAGEMENT & ACCOUNTING SYSTEM

As a publicly held consulting firm, NV5 has to meet exacting standards when it comes to our financial management and accounting systems. We have well-established systems in place to successfully manage any and all task orders that may come out of this on-call contract. Our Deltek Vision accounting system provides real-time cost reporting.

## 5. EXPERIENCE & TECHNICAL COMPETENCE

### a. Proposed Disciplines of Interest

NV5 utilizes state-of-the-art design tools and our highly proficient design staff, to turn innovative approaches into practical solutions. As a full-service engineering firm that brings a team approach to every project, we have the capability and resources to complete every project on-time and within budget.

Our clients look to us to find the best solutions to minimize paperwork hurdles and regulatory impacts, to provide them with designs that compliment facility aesthetics, and to solve all of the all of the civil, structural, survey and inspections challenges.

We are highly interested in providing professional services to the City within the following disciplines:

#### CIVIL ENGINEERING (INCLUDES STREETS AND SEWER INFRASTRUCTURE)

- ✓ Grading and Drainage Design
- ✓ Roadway Design
- ✓ Agency Permitting
- ✓ Transit Engineering
- ✓ Hydrology/Hydraulics/Drainage
- ✓ Floodplain Studies and Modeling
- ✓ SWPPP Preparation
- ✓ Wastewater Collection System Design
- ✓ Public Improvements
- ✓ Parking Facilities
- ✓ Cost Estimating
- ✓ Development Review
- ✓ Site Remediation
- ✓ "Green Streets" Design and SWQMP Preparation

#### MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING

- ✓ HVAC Equipment Selection/Design
- ✓ Energy Modeling
- ✓ Life-Cycle Cost Analysis
- ✓ Energy Studies/Audits
- ✓ Control Systems/Instrumentation Design
- ✓ Control System Optimization
- ✓ Conceptual Designs
- ✓ LEED Consulting
- ✓ LEED Commissioning
- ✓ Energy Master Planning
- ✓ Title-24 Compliance Analysis
- ✓ Energy Retrofits
- ✓ Variable Flow Chilled Water Systems
- ✓ Displacement Ventilation Systems

#### STRUCTURAL ENGINEERING

- ✓ Foundation Design
- ✓ New Bridge Design
- ✓ Bridge Widening Design
- ✓ Bridge Retrofit Design
- ✓ Caltrans Coordination and Processing
- ✓ Retaining Wall Design
- ✓ Sound Wall Design
- ✓ PS&E Including Agency Permitting
- ✓ Independent Structural Review
- ✓ Foundation Design (Overhead Structures)

#### UTILITY DESIGN & COORDINATION (INCLUDES RULE 20A UNDERGROUNDING & JOINT TRENCH)

- ✓ Construction Plan and Profile Drawings
- ✓ Construction Support
- ✓ As-Built Plan Updates
- ✓ Mitigation Design
- ✓ Complete Construction Package
- ✓ PLS-CADD Overhead Design
- ✓ As-Built Surveying
- ✓ Overhead Damper Analysis
- ✓ Attachment Strength Analysis
- ✓ Coordination with existing SCADA Facilities

## TRAFFIC ENGINEERING

- ✓ Signing and Striping Plans
- ✓ Traffic Impact Studies
- ✓ Traffic Signal Design
- ✓ Street Lighting Plans
- ✓ Traffic Control Plans
- ✓ Traffic Data Collection
- ✓ Fiber Optic and Communications Design
- ✓ Systems Integration
- ✓ Virtual Traffic Management Centers
- ✓ Transportation Planning

## ARCHITECTURAL SERVICES

- ✓ Building Design
- ✓ Permitting
- ✓ Concept Design
- ✓ Code Reviews
- ✓ Accessibility Reviews/Compliance
- ✓ Cost Estimating

## LANDSCAPE ARCHITECTURE

- ✓ Park Design
- ✓ Urban Planning/Renewal
- ✓ Viewshed Analysis
- ✓ Streetscape Design
- ✓ Irrigation Plans
- ✓ Xeriscape Design

## LAND SURVEYING & RIGHT-OF-WAY DOCUMENTATION

- ✓ Utility Surveying
- ✓ Topographic Design/Site Surveying
- ✓ Construction Staking
- ✓ Photogrammetry
- ✓ Record of Survey Maps
- ✓ Preparation of Legal Descriptions
- ✓ CADD Mapping
- ✓ As-Builts
- ✓ Forensic Surveying

- ✓ Subsidence Monitoring
- ✓ Wire Sag Studies
- ✓ LIDAR and High Definition Surveying (HDS)
- ✓ Right-of-Way Surveying/Acquisition
- ✓ ALTA/Boundary Survey and Mapping

## GEOTECHNICAL ENGINEERING (INCLUDES SOILS & MATERIALS TESTING)

- ✓ Special Inspections
- ✓ Forensic Studies
- ✓ Construction Materials Testing
- ✓ Geotechnical Engineering
- ✓ Foundation Studies
- ✓ Failure Analysis

## ENVIRONMENTAL PLANNING, DESIGN & COMPLIANCE

- ✓ Environmental Documents
- ✓ CEQA/NEPA
- ✓ Resource Agency Consultations
- ✓ Wetlands Delineations
- ✓ Environmental Technical Studies
- ✓ Resource Permitting
- ✓ Impact Assessments
- ✓ Remediation Plans
- ✓ Hazardous Materials Assessments
- ✓ Phase I/II ESAs
- ✓ Air Quality/Noise/Biological/Cultural Studies

## CONSTRUCTION MANAGEMENT & INSPECTIONS

- ✓ Public Works Inspections
- ✓ Constructability Reviews
- ✓ Certified Payroll/Labor Compliance
- ✓ Construction Management
- ✓ Specialty Inspections
- ✓ Value Engineering Reviews
- ✓ Code Compliance

## COMMUNITY OUTREACH/DEVELOPMENT

- ✓ Bilingual Public Meetings and Facilitation
- ✓ Branding and Communications

- ✓ Speech Writing and Project Spokesperson
- ✓ Informational Materials
- ✓ Newspaper Articles
- ✓ Agency and Special Interest Group Meetings
- ✓ Report Writing/Graphic Design
- ✓ Stakeholder and Public Officials Briefings
- ✓ Website Design
- ✓ Stakeholder List and Tracking

#### ENGINEERING & PROJECT MANAGEMENT

- ✓ Technical Analyses
- ✓ Preliminary Engineering Studies
- ✓ Project Tracking - PS&E
- ✓ QA/QC
- ✓ Constructability Reviews
- ✓ Bid Package Preparation
- ✓ Preparation of Record Drawings
- ✓ Site Evaluations
- ✓ Reports and Presentations
- ✓ PS&E
- ✓ Plan/Map Reviews
- ✓ Value Engineering

#### GRANT MANAGEMENT

- ✓ Research of Grant Opportunities
- ✓ Quarterly Progress Reports
- ✓ Preparation and Management of Grant Applications
- ✓ Schedule of Deliverables
- ✓ Outreach/Educational Events

#### SEWER SYSTEM MANAGEMENT

- ✓ Financial Administration
- ✓ Tax Roll Preparation
- ✓ Annual Sewer User Billing
- ✓ Cost Sharing Analysis

#### CAPITAL NEEDS ASSESSMENTS & ASSET MANAGEMENT

- ✓ Geographic Information Systems (GIS)
- ✓ Financial Analyses

- ✓ Reports and Presentations - Evaluation of City Infrastructure, Parks and Facilities

- ✓ Cost Estimates

- ✓ Phasing/Sequencing

#### PROPERTY MANAGEMENT

- ✓ Right-of-Way Acquisition

- ✓ Appraisals

#### b. Staffing Plan

One of the keys to successful delivery of projects through on-call and as-needed contracts is the proper allocation of resources, both from a technical specialty perspective and a production perspective. For this contract with the City we are prepared to dedicate the talents of registered engineers, licensed land surveyors and seasoned technical experts in more than ten disciplines, many of whom have previous experience working with National City:

- ✓ Civil Engineering (includes streets and sewer infrastructure)
- ✓ Structural Engineering
- ✓ Mechanical Engineering
- ✓ Electrical Engineering
- ✓ Traffic Engineering
- ✓ ADA Compliance
- ✓ Geographic Information Systems (GIS)
- ✓ Utility Design & Coordination (includes Rule 20A Undergrounding & Joint Trench)
- ✓ Land Surveying (perform field surveying prepare plat & legal descriptions)
- ✓ Geotechnical (includes Soils & Materials Testing)
- ✓ Environmental Engineering, Planning & Design
- ✓ Construction Management & Inspections (includes Certified Payroll)
- ✓ Plan and Map Reviews
- ✓ Constructability Reviews
- ✓ Grant Applications and Management
- ✓ Capital Needs Assessment and Asset Management

One of the principal reasons for our success on on-call contracts is that technical or specialty resources are identified and allocated when the

scope and budget for the task order are prepared, not hastily cobbled together after the Notice to Proceed (NTP) is received. The scopes and hours for each discipline are clearly spelled out before the project begins, whether the resource is in-house or an outside subconsultant. All task order requests and associated allocation of resources will be managed by Phil Kern, our Project Manager and day to day contact for this contract.

### c. Organizational Chart

An organization chart, on the following page, illustrates our project team's roles and responsibilities. Key personnel (\*) resumes, starting on the page following the organization chart, summarize our applicable licenses and technical expertise for this contract.

**NV5 is committing to the City that these qualified staff members and consultants will be available to deliver the City's projects.**

**NV5 understands that no changes to our team can be made without prior written approval from the City.**

### d. Roles and Responsibilities

Having a depth of resources available within arm's length is also critical to delivering larger projects or dealing with those unforeseen project emergencies that crop up occasionally. NV5 has assembled a team with a collective knowledge of the services required to fulfill the City's needs, as well as established relationships with local municipalities and regulatory agencies. Their technical expertise will assist the City in completing assigned task orders in a timely fashion.

The table below delineates the roles and certifications of our selected subconsultants. Our team features several firms that are experienced on National City projects, and familiar to City staff.

SUBCONSULTANT	ROLE	CERTIFICATION
Competitive Edge Research   John Nienstedt	Market Research	
ECORP Consulting, Inc.   Margaret Borneyasz	Environmental Support	
EnSafe   Daryl Hernandez, PE, QSD	Environmental Compliance	
Entech Northwest, Inc.   Michelle Jones	Air/Noise	DBE
EQUAL ACCESS   Bob Evans, CASp	Accessibility Compliance	
Innovations City   Vilavahn Sanginthirath	Marketing Assessment/Feasibility	
Keze Group, LLC   Karyn Keese	Sewer System Management	WBE
Loveless Linton, Inc.   Rebekah Loveless, M.A., RPA	Cultural Resources	WMBE, SLBE, SB Micro
Manuel Oncina Architects   Manuel Oncina, FARA	Architecture	SMBE/MBE
Parterre   Lili O'Connor, RLA	Landscape Architecture	DBE/WBE
STC Traffic   Nick Minicilli, PE, TE	Traffic Engineering	SBE, SB, SLBE
Talent Evolution   Jared Smith	Web Design	
West Coast Civil   Adam Podlich, PE, QSD	Civil Engineering	DBE/SMBE

**EXHIBIT B**

**N V 5**

**National City Charge Rates**

Effective 7/1/19 - 12/31/22

**Office:**

**Technical Services**

Engineering Aide/Planning Aide .....	\$75.00/hour
Project Assistant .....	\$100.00/hour
Project Administrator.....	\$125.00/hour
CADD Technician I .....	\$110.00/hour
CADD Technician II .....	\$135.00/hour
CADD Technician III .....	\$140.00/hour
Senior CADD Technician/Designer.....	\$150.00/hour
Design Supervisor .....	\$165.00/hour
Plan Check Services .....	\$155.00/hour
Conditions of Approval Development .....	\$180.00/hour

**Professional**

Junior Engineer/Planner/Surveyor.....	\$115.00/hour
Assistant Engineer/Planner/Surveyor .....	\$140.00/hour
Associate Engineer/Planner/Surveyor .....	\$165.00/hour
Senior Engineer/Planner/Surveyor .....	\$180.00/hour
Manager .....	\$190.00/hour
Structural Engineer .....	\$195.00/hour
Associate .....	\$205.00/hour
Principal .....	\$220.00/hour
Sr. Principal.....	\$250.00/hour

**Field**

**Construction Management\***

Office Administrator .....	\$91.00/hour
Junior Field Engineer .....	\$122.00/hour
Assistant Field Engineer.....	\$144.00/hour
Construction Inspector .....	\$151.00/hour
Associate Field Engineer.....	\$157.00/hour
Senior Field Engineer .....	\$164.00/hour
Construction Manager (Registered Engineer) .....	\$180.00/hour
Sr. Construction manager.....	\$198.00/hour

**Surveying\***

1-Person Survey Crew (GPS) (Robotic).....	\$190.00/hour
1-Person Survey Crew .....	\$151.00/hour
2-Person Survey Crew .....	\$260.00/hour
3-Person Survey Crew .....	\$345.00/hour
Survey Manager.....	\$197.00/hour
GIS Analyst.....	\$160.00/hour

**Expenses**

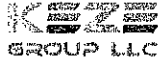
Plotting and In-House Reproduction .....	1.10 x Cost
Subsistence .....	1.10 x Cost
Mileage - Outside Local Area .....	Per Accepted IRS Rate

\*Field service rates for Construction Management and Surveying are based on the Prevailing Wage determination by the Department of Industrial Relations. Construction Management and Surveying rates are

N V 5

expected to be adjusted in the near future. When the new rates are published, the rates for these services will be adjusted accordingly.

Keze Group



Effective Through 7/1/19

Principal ..... \$198.00/hour



**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  
NV5, 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; GRANT MANAGEMENT; CONSTRUCTION  
MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL; PLAN REVIEWS;  
CONSTRUCTABILITY REVIEWS; LONG-RANGE PLANNING; LAND SURVEYING;  
ENVIRONMENTAL ASSESSMENTS; GEOTECHNICAL; CONSTRUCTION SUPPORT;  
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**, 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; 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 NV5, 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 NV5, 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; construction management; inspections and certified payroll; transportation planning; land surveying; environmental assessment; geotechnical; construction support; 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 3rd day of December, 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 WSP USA, 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:** | December 3, 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 WSP USA, 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; 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 WSP USA, 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 and interview, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with WSP USA, 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; 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  
WSP USA INC.**

THIS AGREEMENT is entered into on this 3<sup>rd</sup> day of December, 2019, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and WSP USA INC., a New York corporation (the "CONSULTANT").

**RECITALS**

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 December 3, 2019. The duration of this Agreement is for the period of December 3, 2019 through December 2, 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; plan reviews; constructability reviews; long-range planning on all disciplines described in Exhibit "A"; 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. Joe De La Garza, 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, and as limited by California Civil Code Section 2782.8, 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, to the extent 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:  
Joe De La Garza  
Project Manager  
401 B Street, Ste. 1650  
San Diego, CA 92101

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**

**WSP USA INC., A NEW YORK CORPORATION**

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

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

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

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

By: \_\_\_\_\_  
*(Name)*

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

\_\_\_\_\_  
*(Print)*

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



June 10, 2019

Robert Yano, P.E., Deputy City Engineer  
City of National City  
Engineering & Public Works Department  
1243 National City Boulevard  
National City, CA 91950

**Re: Qualifications for On-Call Project Support Services for National City’s Capital Improvement Program (CIP)**

Dear Mr. Yano:

The City of National City (City) is seeking local consultants to provide on-call project support services for National City’s \$70M Capital Improvement Program (CIP) for infrastructure, parks and facilities, and housing on a prequalified, on-call basis for a possible five-year period. As a corporation with over 30 years in San Diego County and a 60+ year presence in Southern California, WSP USA Inc. (WSP) has provided exactly these types of services throughout San Diego, Orange, Los Angeles, Riverside and San Bernardino counties. We would like to work with the City to meet your CIP needs as they arise over the next five years. *Our team is proficient at supplementing in-house staff with local talent to help meet any task order request with precise scheduling, cost effectiveness, value-added services, and customer satisfaction.*

Responsiveness to City task orders is critical, since assignments usually have little lead time, can be short in duration, are high-priority, and/or require the consultant to proceed with minimal direction from City staff. WSP has the capability, capacity and experience to be responsive to such requests. We bring the City a full-service firm and local team with deep resources and a diversity of talent.

**TEAM STRUCTURED FOR AS-NEEDED CONTRACT RESPONSIVENESS**

As a leading engineering and professional services consulting firm, WSP has assembled a team with the right leadership, necessary expertise, knowledge of City requirements, and depth of resources to respond to all the City’s task order needs under this contract. With more than 30 years of local project experience, WSP offers:

**Local Talent:** Our project manager and the City’s sole point of contact, Joe De La Garza, PE has more than 24 years of public works engineering and management experience, all in San Diego County. Joe has managed multidisciplinary teams and projects for numerous cities, counties, transportation authorities and Caltrans districts throughout Southern California. Joe has worked on projects for the City of National City and around San Diego county continuously throughout his career.

**Scheduling:** WSP’s local San Diego Office is staffed with over 67 civil engineers, traffic engineers, structural engineers, transportation planners, environmental planners, land-use planners, construction management engineers and financial advisors. With 383 professionals in Southern California, WSP offers full-service local offices in San Diego, Orange, San Bernardino and Los Angeles. Supported by an extensive pool of resources, WSP has the depth of knowledge and range of expertise that will enable us to effectively and efficiently respond to the City’s needs. Since we are a large firm with local offices, we can distribute and balance our staffing resources against the needs of multiple projects. This allows us the flexibility to quickly mobilize multiple disciplines and meet project requirements for both short- and long-term assignments.

**Cost Effective, Value-Added Services:** Given that task order assignments can be somewhat unpredictable, our knowledge of the region, existing relationships with area stakeholders and local presence are invaluable to such contracts. Our local commitment and experience provide our team with great insight into the region’s

WSP USA  
401 B Street, Suite 1650  
San Diego, CA 92101

T +1 619-338-9376  
F +1 619-338-8123  
www.wsp.com



infrastructure and network, and will enable us to streamline the project development process to bring you value-added service. WSP understands the professional consulting services needed to support the City's CIP and potential challenges that might arise during various task assignments. ***Additionally, WSP has secured billions of dollars in discretionary local, state and federal grant funds through the application of sound project strategy development and grant writing support.***

**Customer Satisfaction:** WSP has a history of success with local projects, as well as Southern California on-call contracts, including:

- SANDAG Architecture and Engineering On-Call Contract
- NAVFAC IDIQ Contract
- California State Park, Civil On-Call Contract
- City of Anaheim On-Call Traffic Engineering Services
- RCTC On-Call Grant Writing Services

We look forward to the opportunity to work with the City of National City. WSP is eager to address the challenges and opportunities for this project, and we appreciate your consideration of our team. If you have any questions about our submittal during your evaluation process, please contact Joe De La Garza at (619) 507-0987 or [joe.delagarza@wsp.com](mailto:joe.delagarza@wsp.com). As the firm's area manager for San Diego County, located at 401 B Street, Suite 1650, San Diego, CA 92101, you have my commitment that our team will be available and support you through the resources of our global bench and the nearby resources of specialty subconsultants with whom we will partner to the City's ultimate benefit.

Sincerely,  
**WSP USA Inc.**

Patti Boekamp  
Area Manager

SECTION ONE

# Executive Summary

As the City of National City (City) delivers its largest Capital Improvement Program (CIP) in recent history, the WSP team is poised to help you succeed! *Our team is proficient at supplementing in-house staff with local talent to help meet any task order request with precise scheduling, cost effectiveness, value-added services and customer satisfaction.*

A significant portion of your CIP involves the design of transportation, parks and facilities, housing, and related infrastructure. Our local team recently completed environmental, planning and design of the region’s largest infrastructure project—the Mid-Coast Corridor Transit Project—much of which involved on-call task order improvements. Our team can apply that broad technical knowledge and design delivery acumen to help you advance your program.

## INTEGRATED CAPABILITIES

**We foster collaboration in everything we do.** WSP has a distinct history of success delivering on-call CIP task orders focused on rehabilitating and repairing city infrastructure and major transportation projects alike. No matter the scope, we view each project as a composite of independent, but interconnected, critical elements, and we apply a collaborative interdisciplinary approach to develop sustainable solutions. The Mid-Coast Project task orders, for instance, involved independent delivery of many roadways and bike facilities, structures, drainage and wet utilities, traffic signal and Americans with Disabilities Act (ADA) improvements, rail grade crossings and storm water quality measures. Understanding their complex interactions, however, is what led to successful federal funding and delivery.

## DEMONSTRATED EXPERIENCE

In the **Experience and Technical Competence** section, the projects listed illustrate the breadth of our experience across the proposed disciplines, as well as on a variety of similarly complex on-call contracts. We understand there is a potentially vast range of needs the City may have at any time over the course of five years. WSP has proven able to leverage the expertise needed—whether locally, within the firm or with a subconsultant—to service any and all of your needs.

## SUCCESS MANAGEMENT

**We value our people and our reputation.** We believe in delivering success to our clients and to the communities we serve. *A driving factor that allows us to continuously meet project objectives is the early establishment of shared expectations with our clients.* This is our basis for performance, and it is especially important on as-needed contracts where scopes vary, schedules are constrained and

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- Exceptions to this RFP
- Amendments to this RFQ
- Disadvantaged Business Enterprises (DBE)
- Resumes



**Delivering  
Success:  
Hector Avenue  
Storm Drain**



*“WSP was very accommodating to our urgent request for the engineering design in order to repair a failed storm drain pipe on a very steep slope behind the property at 9109 Hector Ave.*

*WSP provided us with several alternatives on how to repair our failed infrastructure in a very short period of time.*

*It was a pleasure working with this firm as they always proceeded with extreme professionalism and expediency in order to accommodate all of our engineering requests.*

*The completion of this emergency project was a success and WSP was a very integral part of our success.”*

*– Manuel Gonzalez,  
Associate Engineer-  
Civil, City of San  
Diego Public Works  
Department*

multiple projects must be managed concurrently. The **Experience and Technical Competence** section describes our approach, which facilitates scope refinement, schedule and budget adherence, precise design documents and cost estimates, and efficient response to bottlenecks, and helps us avoid duplicative or unnecessary work.

## **NATIONAL CITY/SAN DIEGO SMART**

**We are locally dedicated with international scale.** Indeed, *WSP is locally organized, focusing first and primarily on the communities we live and work in.* We have been a part of the San Diego engineering industry for over 30 years, and WSP’s 67 employees here know the local environment well. They have worked throughout the region on its infrastructure in its neighborhoods. They are deeply entrenched in the local professional industry and personally in their communities. Our eight specialty subconsultants are also all San Diego firms and likewise invested in their region. As discussed in the **Knowledge and Understanding of the Local Environment** section, we offer an in-depth knowledge of, and commitment to, the City of National City.

## **EMPOWERED INNOVATORS**

**We have an empowering culture and hold ourselves accountable.** We are professionals and we are doers. As such, *WSP empowers us to take charge of our client relationships, our teams and our projects, and innovate in all aspects of our work.* This means we take personal ownership of, and accountability for, our performance. The team we have proposed, led by WSP Project Manager Joe De La Garza, PE, is introduced in the **Experience and Technical Competence** section. They are excited to foster collaborative relationships with City staff, and together advance creative project solutions.

## **GRANTS MANAGEMENT**

**We have proven industry experience in grant management services.** In today’s environment of limited local resources, new federal funding opportunities, and frequently changing rules and procedures, securing funds for infrastructure investments is challenging. As discussed in the **Grants Management** section, WSP has helped clients secure over \$20.7 billion in federal grants for over 100 projects nationwide from a variety of discretionary programs, and nearly \$3 billion from subsidized federal loan and credit assistance programs.

## **MENTORSHIP/EQUALITY**

WSP takes equal opportunity hiring and contracting very seriously. From our company-wide initiative to become the first gender-balanced global consultancy to our deep local investment in the small and disadvantaged enterprise community, our team places a high priority on succeeding as a diverse and inclusive team. We introduce our four disadvantaged business enterprise (DBE) subconsultants in the **Experience and Technical Competence** section. *We commit to meeting and exceeding the 6% DBE goal for this contract and providing our subconsultants important and meaningful roles.*

## SECTION FOUR

# Experience and Technical Competence

## PROPOSED DISCIPLINES

The WSP team proposed for this contract will provide services for the following disciplines:

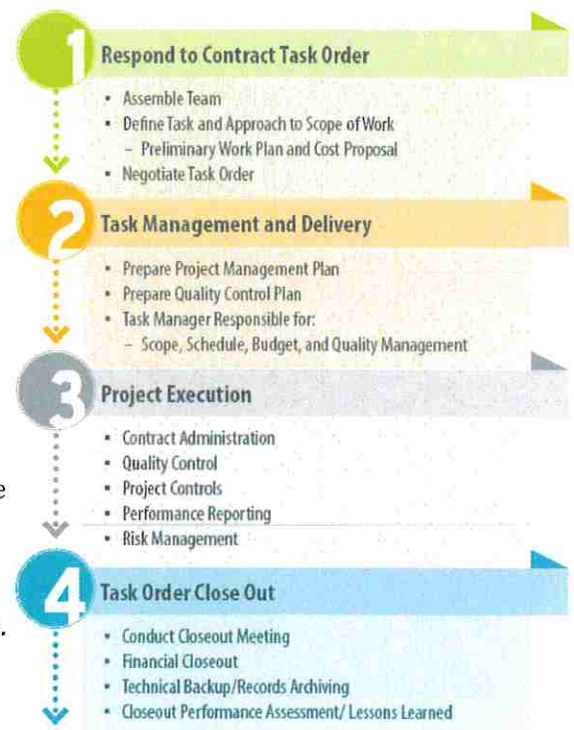
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Traffic Engineering
- Traffic Signal Communications Infrastructure & Systems Integration
- Traffic Data Collection
- Transportation Planning
- Architecture
- Landscape Architecture
- ADA Compliance and Universal Design
- Geographic Information Systems (GIS)
- Utility Design & Coordination
- Land Surveying
- Geotechnical
- Environmental Planning, Design & Engineering
- Environmental Compliance
- Construction Management & Inspections
- Graphic Design/Web Design
- Planning & Design
- Community Outreach
- Engineering & Project Management
- Grants Management
- Capital Needs Assessments & Asset Management
- Building Department Support Services
- Economic Development Services
- Housing and Real Estate Development Services
- Municipal Code Support Services
- Fire Inspection Services

Our team has planned and designed on-call projects for several local cities, the County of San Diego, the California Department of Transportation (Caltrans), the Port of San Diego, the San Diego Association of Governments (SANDAG), Naval Facilities Engineering Command (NAVFAC) Southwest and other interfacing agencies' specifications and requirements. We understand how to manage multi-jurisdictional projects.

## STAFFING PLAN

The successful client-consultant partnership is built on many things, but at the end of the day, it really comes down to people—those you want to collaborate and create with; those you call on because they will either know the answer or they will find out; and those who will get it done for you because they value your success. Our team is made up of those kinds of people.

Upon request, WSP Project Manager Joe De La Garza, PE, will meet with the City's Project Manager to define project goals and objectives. Our task order process, as pictured to the right, demonstrates how Joe will assign the right core team led by a discipline-appropriate task lead who will remain on the project through its full life. The task lead will develop a list of project activities, deliverables and duration



**EXHIBIT 10-H COST PROPOSAL**  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**  
**(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Note: Mark-ups are Not Allowed  
 Consultant or Subconsultant

WSP USA Inc. Contract No. \_\_\_\_\_ Date \_\_\_\_\_

	+	150.00%	+	0.00%	=	150.00%
Fringe Benefit %	+	Overhead %	+	General Administration %	=	Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH)		(= 0% if Included in OH)				FEE % = 10.00%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Joe De La Garza Senior Supervising Engineer	\$242.33	N/A	N/A	1/1/2019	12/31/2019	\$88.12	0.00%	Not Applicable
	\$242.33	N/A	N/A	1/1/2020	12/31/2020	\$88.12	0.00%	
	\$242.33	N/A	N/A	1/1/2021	12/31/2021	\$88.12	0.00%	
	\$242.33	N/A	N/A	1/1/2022	12/31/2022	\$88.12	0.00%	
Patti Boekamp Senior Area Manager	\$330.55	N/A	N/A	1/1/2019	12/31/2019	\$120.20	0.00%	Not Applicable
	\$330.55	N/A	N/A	1/1/2020	12/31/2020	\$120.20	0.00%	
	\$330.55	N/A	N/A	1/1/2021	12/31/2021	\$120.20	0.00%	
	\$330.55	N/A	N/A	1/1/2022	12/31/2022	\$120.20	0.00%	
Karen Kosup Senior Engineering Manager	\$268.40	N/A	N/A	1/1/2019	12/31/2019	\$97.60	0.00%	Not Applicable
	\$268.40	N/A	N/A	1/1/2020	12/31/2020	\$97.60	0.00%	
	\$268.40	N/A	N/A	1/1/2021	12/31/2021	\$97.60	0.00%	
	\$268.40	N/A	N/A	1/1/2022	12/31/2022	\$97.60	0.00%	
Nirupa Kannan Supervising Engineer	\$192.03	N/A	N/A	1/1/2019	12/31/2019	\$69.83	0.00%	Not Applicable
	\$192.03	N/A	N/A	1/1/2020	12/31/2020	\$69.83	0.00%	
	\$192.03	N/A	N/A	1/1/2021	12/31/2021	\$69.83	0.00%	
	\$192.03	N/A	N/A	1/1/2022	12/31/2022	\$69.83	0.00%	
Tara Lake Senior Supervising Planner	\$237.99	N/A	N/A	1/1/2019	12/31/2019	\$86.54	0.00%	Not Applicable
	\$237.99	N/A	N/A	1/1/2020	12/31/2020	\$86.54	0.00%	
	\$237.99	N/A	N/A	1/1/2021	12/31/2021	\$86.54	0.00%	
	\$237.99	N/A	N/A	1/1/2022	12/31/2022	\$86.54	0.00%	
Seth Torma Senior Planning Manager	\$266.37	N/A	N/A	1/1/2019	12/31/2019	\$96.86	0.00%	Not Applicable
	\$266.37	N/A	N/A	1/1/2020	12/31/2020	\$96.86	0.00%	
	\$266.37	N/A	N/A	1/1/2021	12/31/2021	\$96.86	0.00%	
	\$266.37	N/A	N/A	1/1/2022	12/31/2022	\$96.86	0.00%	
Stephanie Whitmore Senior Supervising Planner	\$236.03	N/A	N/A	1/1/2019	12/31/2019	\$85.83	0.00%	Not Applicable
	\$236.03	N/A	N/A	1/1/2020	12/31/2020	\$85.83	0.00%	
	\$236.03	N/A	N/A	1/1/2021	12/31/2021	\$85.83	0.00%	
	\$236.03	N/A	N/A	1/1/2022	12/31/2022	\$85.83	0.00%	
Nathan Johnson Senior Engineering Manager	\$307.92	N/A	N/A	1/1/2019	12/31/2019	\$111.97	0.00%	Not Applicable
	\$307.92	N/A	N/A	1/1/2020	12/31/2020	\$111.97	0.00%	
	\$307.92	N/A	N/A	1/1/2021	12/31/2021	\$111.97	0.00%	
	\$307.92	N/A	N/A	1/1/2022	12/31/2022	\$111.97	0.00%	
Dante Valdez Senior Engineer	\$162.55	N/A	N/A	1/1/2019	12/31/2019	\$59.11	0.00%	Not Applicable
	\$162.55	N/A	N/A	1/1/2020	12/31/2020	\$59.11	0.00%	
	\$162.55	N/A	N/A	1/1/2021	12/31/2021	\$59.11	0.00%	
	\$162.55	N/A	N/A	1/1/2022	12/31/2022	\$59.11	0.00%	
Ryan Whipple Senior Engineer	\$117.10	N/A	N/A	1/1/2019	12/31/2019	\$42.58	0.00%	Not Applicable
	\$117.10	N/A	N/A	1/1/2020	12/31/2020	\$42.58	0.00%	
	\$117.10	N/A	N/A	1/1/2021	12/31/2021	\$42.58	0.00%	
	\$117.10	N/A	N/A	1/1/2022	12/31/2022	\$42.58	0.00%	
Pete Ruscitti Lead Planner	\$134.09	N/A	N/A	1/1/2019	12/31/2019	\$48.76	0.00%	Not Applicable
	\$134.09	N/A	N/A	1/1/2020	12/31/2020	\$48.76	0.00%	
	\$134.09	N/A	N/A	1/1/2021	12/31/2021	\$48.76	0.00%	
	\$134.09	N/A	N/A	1/1/2022	12/31/2022	\$48.76	0.00%	
Tara Olsen Senior Supervising Engineer	\$211.61	N/A	N/A	1/1/2019	12/31/2019	\$76.95	0.00%	Not Applicable
	\$211.61	N/A	N/A	1/1/2020	12/31/2020	\$76.95	0.00%	
	\$211.61	N/A	N/A	1/1/2021	12/31/2021	\$76.95	0.00%	
	\$211.61	N/A	N/A	1/1/2022	12/31/2022	\$76.95	0.00%	
Erich Flessner Senior Supervising Engineer	\$191.73	N/A	N/A	1/1/2019	12/31/2019	\$69.72	0.00%	Not Applicable
	\$191.73	N/A	N/A	1/1/2020	12/31/2020	\$69.72	0.00%	
	\$191.73	N/A	N/A	1/1/2021	12/31/2021	\$69.72	0.00%	
	\$191.73	N/A	N/A	1/1/2022	12/31/2022	\$69.72	0.00%	
Steven Lewis Senior Engineer	\$141.19	N/A	N/A	1/1/2019	12/31/2019	\$51.34	0.00%	Not Applicable
	\$141.19	N/A	N/A	1/1/2020	12/31/2020	\$51.34	0.00%	
	\$220.00	N/A	N/A	1/1/2021	12/31/2021	\$80.00	0.00%	
	\$220.00	N/A	N/A	1/1/2022	12/31/2022	\$80.00	0.00%	
Moi Arzamendi Senior Principal Technical Specialist	\$232.62	N/A	N/A	1/1/2019	12/31/2019	\$84.59	0.00%	Not Applicable
	\$214.23	N/A	N/A	1/1/2020	12/31/2020	\$77.90	0.00%	
	\$214.23	N/A	N/A	1/1/2021	12/31/2021	\$77.90	0.00%	
	\$214.23	N/A	N/A	1/1/2022	12/31/2022	\$77.90	0.00%	
Miguel Galvan Senior Supervising Engineer	\$222.12	N/A	N/A	1/1/2019	12/31/2019	\$80.77	0.00%	Not Applicable
	\$222.12	N/A	N/A	1/1/2020	12/31/2020	\$80.77	0.00%	
	\$222.12	N/A	N/A	1/1/2021	12/31/2021	\$80.77	0.00%	
	\$222.12	N/A	N/A	1/1/2022	12/31/2022	\$80.77	0.00%	
Larry Shaw	\$283.88	N/A	N/A	1/1/2019	12/31/2019	\$103.23	0.00%	Not Applicable

**EXHIBIT 10-H COST PROPOSAL**  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**  
**(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Note: Mark-ups are Not Allowed

Consultant or Subconsultant WSP USA Inc. Contract No. \_\_\_\_\_ Date \_\_\_\_\_

	+	150.00%	+	0.00%	=	150.00%
Fringe Benefit %	+	Overhead %	+	General Administration %	=	Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH)		(= 0% if Included in OH)				FEE % = 10.00%

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**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Staff Manager	\$283.88	N/A	N/A	1/1/2020	12/31/2020	\$103.23	0.00%	
	\$283.88	N/A	N/A	1/1/2021	12/31/2021	\$103.23	0.00%	
	\$283.88	N/A	N/A	1/1/2022	12/31/2022	\$103.23	0.00%	
John Loughran Senior Supervising Planner	\$223.14	N/A	N/A	1/1/2019	12/31/2019	\$81.14	0.00%	Not Applicable
	\$223.14	N/A	N/A	1/1/2020	12/31/2020	\$81.14	0.00%	
	\$223.14	N/A	N/A	1/1/2021	12/31/2021	\$81.14	0.00%	
Billy Hwang Principal Consultant I	\$229.71	N/A	N/A	1/1/2019	12/31/2019	\$83.53	0.00%	Not Applicable
	\$229.71	N/A	N/A	1/1/2020	12/31/2020	\$83.53	0.00%	
	\$229.71	N/A	N/A	1/1/2021	12/31/2021	\$83.53	0.00%	
Don Emerson Principal Consultant II	\$341.74	N/A	N/A	1/1/2019	12/31/2019	\$124.27	0.00%	Not Applicable
	\$341.74	N/A	N/A	1/1/2020	12/31/2020	\$124.27	0.00%	
	\$341.74	N/A	N/A	1/1/2021	12/31/2021	\$124.27	0.00%	
Doris Lee Consultant II	\$178.50	N/A	N/A	1/1/2019	12/31/2019	\$64.91	0.00%	Not Applicable
	\$178.50	N/A	N/A	1/1/2020	12/31/2020	\$64.91	0.00%	
	\$178.50	N/A	N/A	1/1/2021	12/31/2021	\$64.91	0.00%	
Mark Briggs Principal Consultant III	\$350.19	N/A	N/A	1/1/2019	12/31/2019	\$127.34	0.00%	Not Applicable
	\$350.19	N/A	N/A	1/1/2020	12/31/2020	\$127.34	0.00%	
	\$350.19	N/A	N/A	1/1/2021	12/31/2021	\$127.34	0.00%	
Rob Hicks Vice President	\$214.64	N/A	N/A	1/1/2019	12/31/2019	\$78.05	0.00%	Not Applicable
	\$214.64	N/A	N/A	1/1/2020	12/31/2020	\$78.05	0.00%	
	\$214.64	N/A	N/A	1/1/2021	12/31/2021	\$78.05	0.00%	
Brandi Snott Senior Project Accountant	\$117.98	N/A	N/A	1/1/2019	12/31/2019	\$42.90	0.00%	Not Applicable
	\$117.98	N/A	N/A	1/1/2020	12/31/2020	\$42.90	0.00%	
	\$117.98	N/A	N/A	1/1/2021	12/31/2021	\$42.90	0.00%	
	\$117.98	N/A	N/A	1/1/2022	12/31/2022	\$42.90	0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (\*)
- For Travel Costs: Will be determined once tasks are assigned to specific individuals and will be billed 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  
WSP USA, 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**, 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; 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 WSP USA, 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

///  
///  
///

**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 WSP USA, 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 3rd day of December, 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 adopting the 2020-2025 Strategic Plan. \(City Manager\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

A Resolution of the City Council of the City of National City adopting the 2020- 2025 Strategic Plan.

**PREPARED BY:** Brad Raulston, City Manager

**DEPARTMENT:** CMO

**APPROVED BY:** 

**EXPLANATION:**

The City of National City's Strategic Plan is adopted by the City Council for a five-year period and is updated every two years. The most recent update of the strategic plan occurred in 2017.

A Strategic Plan outlines goals, initiatives and objectives to give staff direction to provide quality services to the community. The proposed 2020-2025 Strategic Plan was presented to the City Council during two workshops, which occurred on September 17, 2019 and November 5, 2019.

Staff recommends the City Council approve the resolution to adopt the updated 2020-2025 Strategic Plan.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

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

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

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. 2020-2025 Strategic Plan
2. Resolution



# NATIONAL CITY'S STRATEGIC PLAN



2020-2025

[www.nationalcityca.gov](http://www.nationalcityca.gov)





# We Pledge to Provide Customer Service through a Culture of...

## Courtesy

*We treat everyone with dignity and respect.*

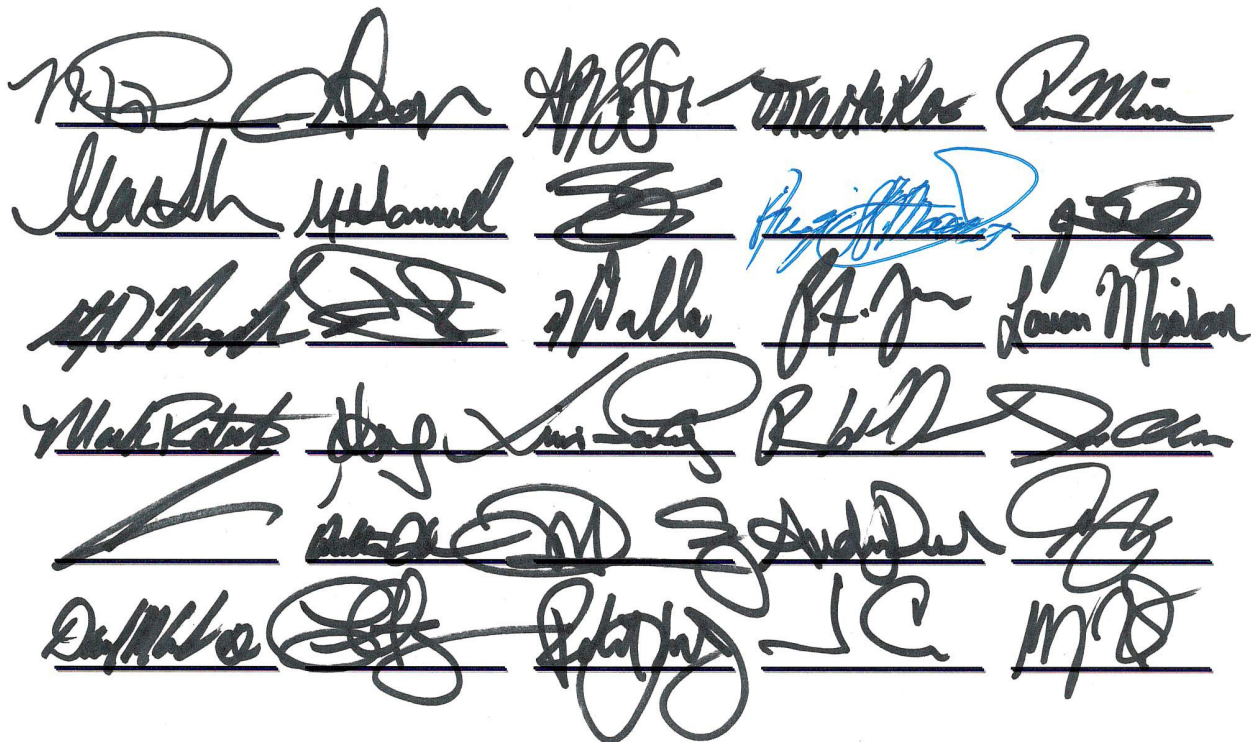
## Collaboration

*We work to achieve common goals and value our differences.*

## Communication

*We communicate openly, honestly, and with clear, consistent messages.*

## with a Commitment to Our Community



# 2020-2025 Strategic Plan

## 7 Strategic Focus Areas

- ▲ Balanced Budget and Economic Development
- ▲ Communication and Outreach
- ▲ Health, Environment, and Sustainability
- ▲ Housing and Community Development
- ▲ Parks, Recreation and Library
- ▲ Public Safety
- ▲ Transportation Choices and Infrastructure



## Balanced Budget and Economic Development

- ▲ Maximize economic development strategies.
- ▲ Partner with other public agencies and non-profits to increase revenue and augment services.
- ▲ Manage pension and other employee expenses.
- ▲ Optimize City assets and lease property when appropriate.



## Communication and Outreach

- ▲ Connect the community with timely and transparent information.
- ▲ Increase meaningful outreach through quality engagement.
- ▲ Improve emergency preparedness and public noticing.
- ▲ Promote educational and economic opportunities.



## Health, Environment, and Sustainability

- ▲ Update and implement the Climate Action Plan.
- ▲ Support a healthy community through active living and healthy eating.
- ▲ Create health and education hubs around major transit stops.
- ▲ Support an age-friendly community.



## Housing and Community Development

- ▲ Pursue new housing options at all income levels.
- ▲ Ensure preservation of existing affordable housing stock.
- ▲ Streamline permitting and improve code compliance.
- ▲ Enhance role in reducing homelessness.





## Parks, Recreation, and Library

- ▲ Improve outreach and increase participation.
- ▲ Organize community events and support other gatherings.
- ▲ Seek reliable funding and synergize with south bay partners.
- ▲ Develop volunteer program and community services plan.



## Public Safety

- ▲ Reduce overall crime and illegal activity.
- ▲ Improve operational readiness and community resilience.
- ▲ Enhance recruitment and retention and promote public safety pipeline.
- ▲ Expand community engagement and increase visibility.



## Transportation Choices and Infrastructure

- ▲ Expand mobility choices by improving access to transit, biking, walking, rolling, and parking management.
- ▲ Improve traffic safety through traffic calming and safe routes.
- ▲ Update capital needs assessment and funding strategies.
- ▲ Maintain infrastructure and establish measurable targets.

**TOGETHER**  
**WE**  
**CAN!**

**#STRONGERTOGETHER**

WE'RE MAKING NATIONAL  
CITY CLEANER, HEALTHIER,  
AND SAFER.

**RESOLUTION NO. 2019 -**  
**RESOLUTION OF THE CITY COUNCIL**  
**OF THE CITY OF NATIONAL CITY**  
**ADOPTING THE 2020-2025 STRATEGIC PLAN**

**WHEREAS**, at the September 17, 2019 and November 5, 2019 City Council Budget Workshops, the City Manager presented the Recommended Strategic Plan for 2020-2025 to the City Council for consideration and discussion.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby approves the 2020 -2025 Strategic Plan attached hereto as Exhibit "A".

**PASSED and ADOPTED this 3rd day of December, 2019.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

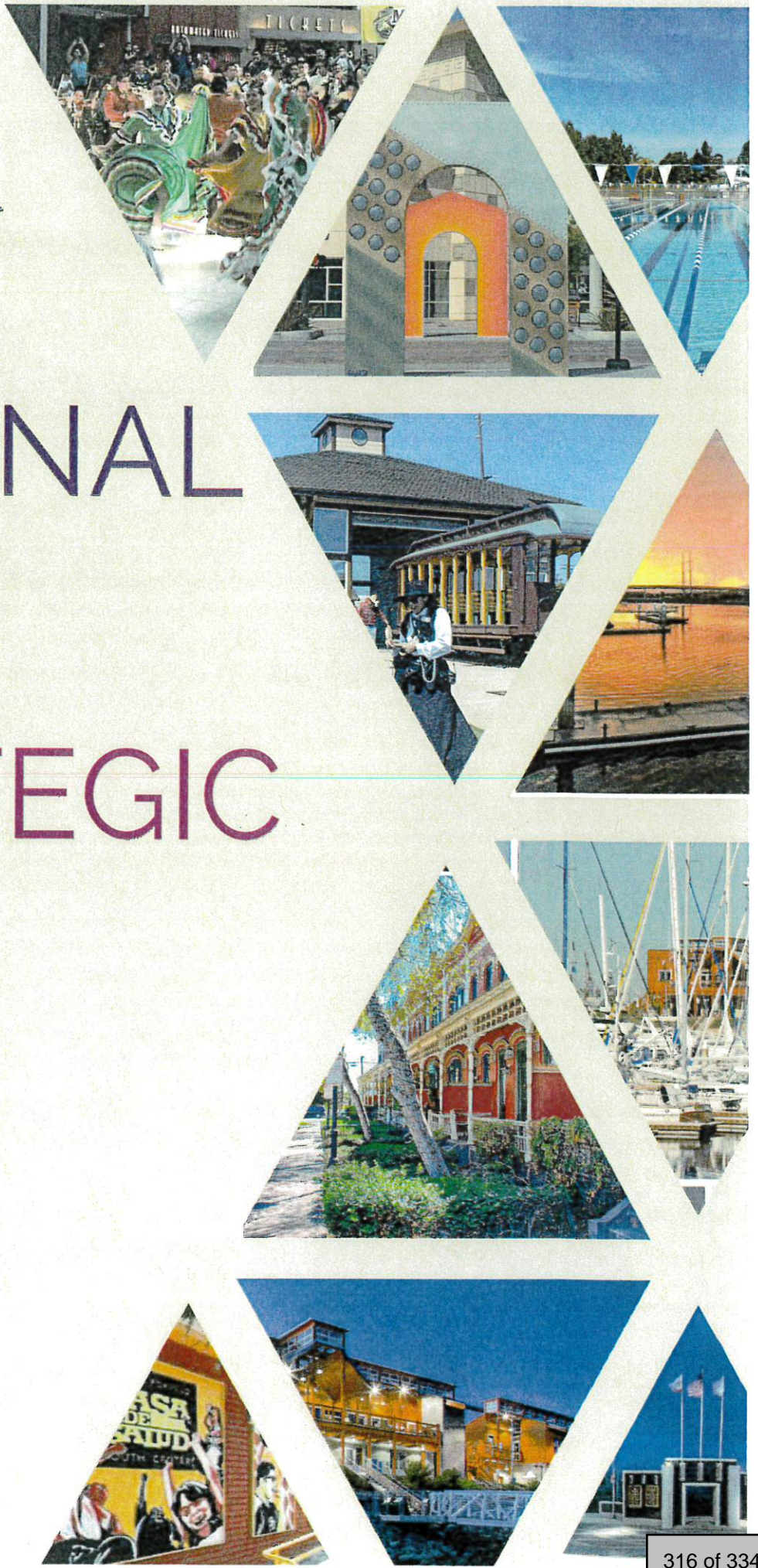
\_\_\_\_\_  
Angil P. Morris Jones  
City Attorney



# NATIONAL CITY'S STRATEGIC PLAN

2020-2025

[www.nationalcityca.gov](http://www.nationalcityca.gov)





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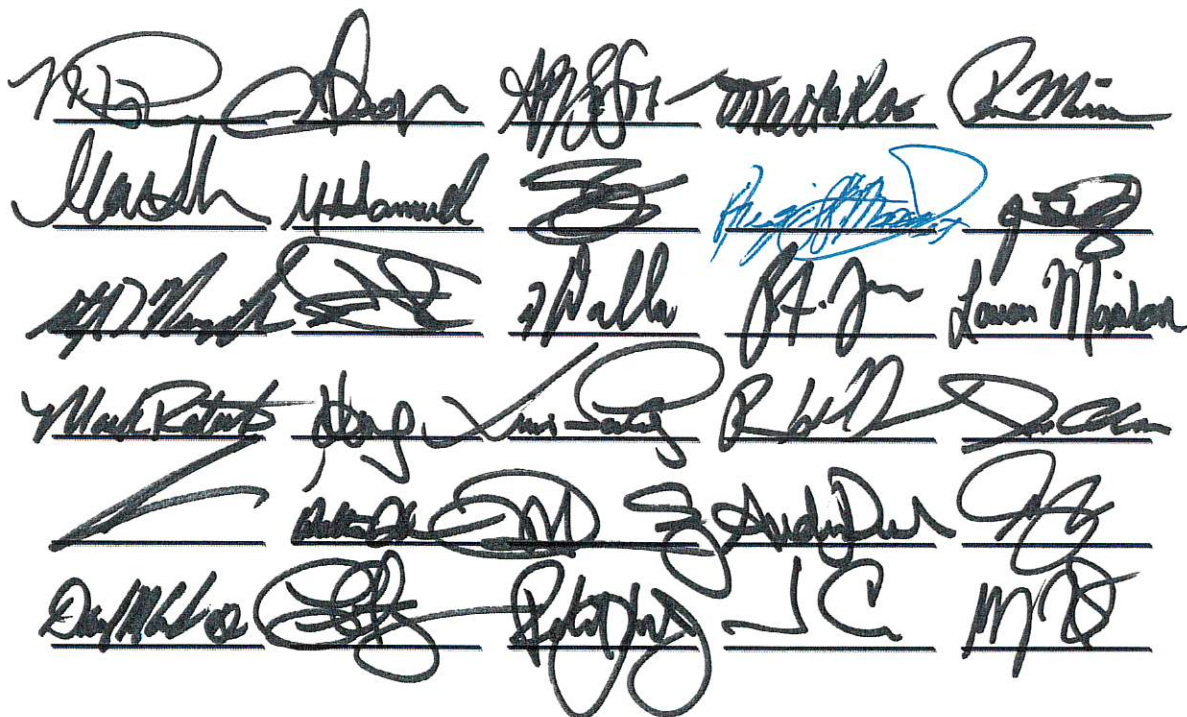
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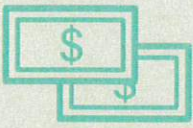

  
 A collection of approximately 25 handwritten signatures in black ink, arranged in five rows of five. The signatures are varied in style and legibility, representing individual employees.

# 2020-2025 Strategic Plan

## 7 Strategic Focus Areas

- ▲ Balanced Budget and Economic Development
- ▲ Communication and Outreach
- ▲ Health, Environment, and Sustainability
- ▲ Housing and Community Development
- ▲ Parks, Recreation and Library
- ▲ Public Safety
- ▲ Transportation Choices and Infrastructure





## Balanced Budget and Economic Development



Maximize economic development strategies.



Partner with other public agencies and non-profits to increase revenue and augment services.



Manage pension and other employee expenses.



Optimize City assets and lease property when appropriate.



## Communication and Outreach



Connect the community with timely and transparent information.



Increase meaningful outreach through quality engagement.



Improve emergency preparedness and public noticing.



Promote educational and economic opportunities.



## Health, Environment, and Sustainability



Update and implement the Climate Action Plan.



Support a healthy community through active living and healthy eating.



Create health and education hubs around major transit stops.



Support an age-friendly community.



## Housing and Community Development



Pursue new housing options at all income levels.



Ensure preservation of existing affordable housing stock.



Streamline permitting and improve code compliance.



Enhance role in reducing homelessness.





## Parks, Recreation, and Library

- ▲ Improve outreach and increase participation.
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The following page(s) contain the backup material for Agenda Item: [Seeking City Council direction on restructuring the Neighborhood Council Program as part of the Work Plan associated with 2020-2025 Strategic Focus Area on Communication and Outreach. \(City Manager\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Seeking City Council direction on restructuring the Neighborhood Council Program as part of the Work Plan associated with 2020-2025 Strategic Focus Area on Communication and Outreach.

**PREPARED BY:** Lauren Maxilom, Management Analyst II

*Lauren Maxilom*

**DEPARTMENT:** City Manager's Office

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

The Neighborhood Council Program was developed in an effort to improve communication with the community and to bring services directly to National City residents. In addition, this program was created to help residents increase their awareness of their surroundings and to better identify those areas in need of service while creating an avenue to report service requests. The Neighborhood Council Program consists of 3 monthly evening meetings along with 4 quarterly breakfasts per year.

Over the last 2 years staff has enhanced the quarterly breakfasts with increased department visibility, educational presentations, and free recreational activities geared to all ages (NC Gets Active). These enhancements have allowed the City to connect with a larger segment of our community through strategic programming which has increased participation in the quarterly breakfasts. During the same time there has been a significant decline in participation of the evening meetings.

Staff recommends restructuring the program to enhance the quarterly breakfasts and online communication. Enhancing the breakfasts to include community roundtables. The quarterly breakfasts would then include 3 segments; NC Gets Active, presentations from staff and partner agencies, and community roundtables. The roundtables would allow residents to interact with staff from various departments, submit service requests, and open a dialogue for community discussions on topics specific to their neighborhood.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

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

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

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve the restructuring of the Neighborhood Council Program.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Background report

## Staff Report

The proposed 2020-2025 Strategic Plan was presented to the City Council during two workshops, which occurred on September 17, 2019 and November 5, 2019. A Strategic Plan outlines goals, initiatives and objectives to give staff direction to provide quality services to the community. As part of the 2020-2025 Strategic Plan staff will be providing Work Plans for each of the 7 Focus Areas, beginning with Communication and Outreach.

Through the Communication and Outreach Work Plan staff is recommending restructuring the Neighborhood Council Program to increase meaningful engagement and create tools to provide transparent information to and from the public in a timely manner.

The Neighborhood Council Program consists of 3 monthly evening meetings along with 4 quarterly breakfasts per year. The Neighborhood Council Program was developed in an effort to improve communication with the community and to bring services directly to National City residents. In addition, this program was created to help residents increase their awareness of their surroundings and to better identify those areas in need of service while creating an avenue to report service requests.

Due to the modernization of the way in which the City receives and responds to service requests (See-Click-Fix and social media) and the decline of resident participation in the monthly evening meetings, staff recommends restructuring the Neighborhood Council Program to 4 quarterly breakfasts per year and improving our online capabilities.

Over the last 2 years staff has enhanced the quarterly breakfasts with increased department visibility, educational presentations, and free recreational activities geared to all ages (NC Gets Active). These enhancements have allowed the City to connect with a larger segment of our community through strategic programming which has increased participation in the quarterly breakfasts. During the same time there has been a significant decline in participation of the evening meetings.

Staff recommends restructuring the Neighborhood Council program to further enhance the quarterly breakfasts and online communication. Enhancing the breakfasts to include community roundtables. The quarterly breakfasts would then include 3 segments; NC Gets Active, relevant and resourceful presentations, and community roundtables. The roundtables would allow residents to interact with staff from various departments, submit service requests, and open a dialogue for community discussions on topics specific to their neighborhood.

The Neighborhood Council Program has been restructured twice before, in 2006 from 13 to 7 monthly meetings and in 2011 from 7 to 3 monthly meetings.

This restructuring would align with the goals of the 2020-2025 Strategic Plan to increase quality engagement and create tools to provide transparent information to and from the public in a timely manner.

The following page(s) contain the backup material for Agenda Item: [Approval of Fiscal Year 2020-2021 Budget Workshop dates. \(Finance\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Approval of fiscal year 2020-2021 budget workshop dates.

**PREPARED BY:** Mark Roberts, Director of Finance

**DEPARTMENT:** Finance

**PHONE:** 619-336-4330

**APPROVED BY:** Mark Roberts

**EXPLANATION:**

The City of National City's fiscal year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup> of the following year. Pursuant to Section 2.55.040 of the National City Municipal Code, the City Council must adopt the budget for the ensuing fiscal year by June 30<sup>th</sup> of each year.

Development of the City's annual budget is a City-wide effort occurring over a six- to seven-month period. The tentative fiscal year 2021 budget schedule includes presentation of budgetary priorities at the City Council meeting scheduled for January 21, 2020. In addition, two workshops are proposed for April 21 and May 5, 2020 for presentation and discussion of the preliminary budget. The latter meeting date may not be needed but is placed on the calendar as a contingency. Budget adoption is planned for June 3, 2020.

With this item, staff seeks approval of the tentative budget workshop dates. If the dates are not agreeable to the majority of the City Council, direction on alternative dates is sought.

**FINANCIAL STATEMENT:**

**APPROVED:** Mark Roberts **FINANCE**

**ACCOUNT NO.**

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

NA

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Approve the recommended fiscal year 2020-2021 budget workshop dates.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Tentative Budget Schedule - Fiscal Year 2021



**TENTATIVE SCHEDULE - FISCAL YEAR 2021 BUDGET**

DATE & TIME	DESCRIPTION	DEPARTMENT
Tuesday, December 3, 2019 (City Council Meeting)	Scheduling of City Council workshops  Strategic Plan Adoption	City Council Finance  City Council City Manager
Tuesday, January 21, 2020 (City Council Meeting)	City Council Fiscal Year 2021 budget priorities	City Council City Staff
Tuesday, April 21, 2020 (City Council Workshop) 4:00 PM	Budget workshop / preliminary budget presentation	City Council Finance
Tuesday, May 5, 2020 (City Council Workshop) 4:00 PM	Budget workshop (tentative)	City Council Finance
Wednesday, June 3, 2020 (City Council Meeting)	Budget hearing / budget adoption	City Council Finance



The following page(s) contain the backup material for Agenda Item: [Legal Opinion Memo explaining the difference between a Standing Committee and an Ad Hoc Committee of the National City Council. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** December 3, 2019

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Legal Opinion Memo explaining the difference between a Standing Committee and an Ad Hoc Committee of the National City Council

**PREPARED BY:** Angil P. Morris-Jones

**DEPARTMENT:** City Attorney

**PHONE:** 336-4222

**APPROVED BY:** 

**EXPLANATION:**

Per City Council direction is a Legal Opinion Memo explaining the difference between a Standing Committee and an Ad Hoc Committee.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.** \_\_\_\_\_

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

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Legal Opinion Memo explaining the difference between a Standing Committee and an Ad Hoc Committee



## CITY ATTORNEY OF NATIONAL CITY LEGAL OPINION MEMORANDUM

DATE: December 3, 2019

TO: Mayor and City Councilmembers

FROM: Angil P. Morris-Jones, City Attorney

SUBJECT: Difference between Ad Hoc Committee & Standing Committee of the Council

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This memorandum is in response to Vice Mayor Morrison's request for a memo explaining the difference between an Ad Hoc Committee and a Standing Committee. In answering this question I will first discuss the definition of a standing committee and then explain the definition of an Ad Hoc committee. Thereafter, I will provide a general discussion of how the two committees function differently in carrying out the purpose for which they are formed.

With the foregoing in mind, the Council's attention is directed to the Brown Act, specifically, to **Government Code §54952** which is entitled, Legislative body; definition. The pertinent portion of the code section is quoted below for your convenience. Said portion reads as follows:

"As used in this chapter, "legislative body" means:

- (a) The governing body of a local agency or any other local body created by state or federal statute.
- (b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that **standing committees of a legislative body**, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter. **[Emphasis Added]."**

Turning to the words **Ad Hoc** which is a Latin phrase **meaning** "for this". In English, it generally signifies a solution designed for a specific problem or task, non-generalizable, and not intended to be able to be adapted to other purposes. **[Emphasis Added]**.

As reflected from Brown Act code section cited in this memo, a Standing Committee of a legislative body are governed by the Brown Act and are defined by such as a legislative body. A Standing Committee has continuing subject matter jurisdiction and is required to have noticed meetings with a written agenda, held in public, which provides an opportunity for the public to make comments on items before the committee during the meeting. Most Standing Committees are created with the purpose that they will be permanent or continue to meet for several years on a matter that has general subject matter jurisdiction and comprehensive issues.

Conversely, Ad Hoc committees are formed to function for a short time period of no more than one year, and it has limited subject matter authority. In keeping with its Latin meaning, an Ad Hoc Committee is formed for a specific purpose, i.e., "for this" task.

Another difference between a Standing Committee and an Ad Hoc Committee, is that a Standing Committee can have additional members besides the two councilmembers on its committee, as it is a separate legislative body. However, an Ad Hoc Committee is limited to the two council members. The Ad Hoc Committee may have city staff to assist them in carrying out their purpose however, city staff does not serve as a committee member. Additionally, an Ad Hoc Committee can also have private meetings with different individuals as they carry out the goals of the committee. Conversely, a Standing Committee, which is governed by the Brown Act, must conduct their meetings in public in accordance with the law.

Finally, as you know, our city has an elected mayor. Cities with elected mayors are empowered with appointment authority pursuant to **Government Code § 40605** which is entitled, Appointments in general law cities having elected mayor. Said section reads in its entirety as follows:

"In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute."

Therefore, the mayor has the appointment authority for all Standing and Ad Hoc Committees of the City of National City unless otherwise expressly provided by statute.

The following page(s) contain the backup material for Agenda Item: [Support for bone marrow donor registration. \(Chief Parra\)](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
12/03/19

## Support for bone marrow donor registration

Chief Parra