

**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, JANUARY 21, 2020 – 6:00 PM**

ALEJANDRA SOTELO-SOLIS
Mayor

MONA RIOS
Vice Mayor

JERRY CANO
Councilmember

RON MORRISON
Councilmember

GONZALO QUINTERO
Councilmember

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

*Meeting agendas and
minutes available on web*

WWW.NATIONALCITYCA.GOV

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

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

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

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

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

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

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

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

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

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

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

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National City Recognizes Robert Hernandez Sr.](#)

AWARDS AND RECOGNITIONS

2. [Introduction of New Employee - Tony Winney, Assistant City Manager. \(City Manager\)](#)
3. [National City Congratulates 2018 Student Council Representative Danielle Cruz.](#)
4. [Institute of Transportation Engineers \(ITE\) San Diego Chapter "2019 Public Agency of the Year Award". \(Engineering/Public Works\)](#)

PRESENTATIONS

5. [Presentation on Real Property Available for Development. \(Housing Authority\)](#)

INTERVIEWS / APPOINTMENTS

6. [Interviews and Appointments: Various City Boards and Commissions and Regional Boards and Committees. \(City Clerk\)](#)

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

CONSENT CALENDAR

7. [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)

8. Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of May 21, 2019, June 18, 2019, August 20, 2019 and the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of August 6, 2019 and the Special Meetings of the City Council of the City of National City of August 6, 2019, August 20, 2019 and December 17, 2019. (City Clerk)
9. Resolution of the City Council of the City of National City ratifying the acceptance of an augmentation to the California Library Literacy Services (CLLS) Grant in the amount of \$28,880 for the National City Library's Fiscal Year 2019-2020 Literacy Program, increasing the total grant amount from \$18,000 to \$46,880; and authorizing the establishment of Library Grants Fund appropriations and a corresponding revenue budget. (Library)
10. Resolution of the City Council of the City of National City: 1) approving the agreement between the National City Public Library and the Regents of the University of California on behalf of California Riverside Center for Bibliographic Studies, University of California Riverside to digitize 209 reels of newspapers on microfilm in the amount not-to-exceed \$59,468; 2) authorizing the City Manager to execute the agreement; 3) accepting a donation from the Friends of the National City Public Library in the amount of \$59,468 to defray the cost of digitization; and 4) authorizing the establishment of a Library Donation Fund appropriation of \$59,468 and corresponding revenue account. (Library)
11. Resolution of the City Council of the City of National City authorizing the installation of 20 feet of parallel 15-minute parking located adjacent to 811 "K" Avenue, in front of the future Vons Chicken to increase parking turnover for customers (TSC No. 2019-16). (Engineering/Public Works)
12. Resolution of the City Council of the City of National City: 1) awarding a contract to Next Stage Engineering in the not-to-exceed amount of \$401,800 for the City Hall Ceiling Replacement Project, CIP No. 19-53; 2) authorizing a 15% contingency in the amount of \$60,270 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
13. Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Financial Credit Network, Inc. for collection services, extending the Agreement to June 30, 2020. (Finance)

14. [Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Chandler Asset Management, Inc. for investment management and investment advisory services, extending the Agreement to November 15, 2020. \(Finance\)](#)
15. [Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and NHA Advisors, LLC for municipal advisory services, extending the Agreement to December 31, 2020. \(Finance\)](#)
16. [Resolution of the City Council of the City of National City for approving the Agreement between the City of National City and Meyers Nave, Riback, Silver & Wilson, a Professional Law Corporation for legal services in the specialized area of labor law for the not to exceed amount of a total of \\$75,000. \(Human Resources\)](#)
17. [Warrant Register #21 for the period of 11/13/19 through 11/19/19 in the amount of \\$1,892,398.29. \(Finance\)](#)
18. [Warrant Register #22 for the period of 11/20/19 through 11/26/19 in the amount of \\$1,320,908.45. \(Finance\)](#)
19. [Warrant Register #23 for the period of 11/27/19 through 12/03/19 in the amount of \\$4,742,397.26. \(Finance\)](#)
20. [Warrant Register #24 for the period of 12/04/19 through 12/10/19 in the amount of \\$600,218.10. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

21. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Section 18.29.070 \(Floodway \(-FW\), floodway fringe \(-FF-1\), and floodway fringe-shallow flooding \(-FF-2\) zones\) of Title 18 \(Zoning\) of the National City Municipal Code. \(Applicant: City-Initiated\) \(Case File 2019-24 A\) \(Planning\)](#)

NON CONSENT RESOLUTIONS

22. [Resolution of the City Council of the City of National City authorizing an appropriation in the amount of \\$90,000 to the General Fund City Clerk Elections Account from the General Fund fund balance for election costs associated with the City Council initiated Ballot Measure regarding appointment of the City Clerk and City Treasurer, and the voter Referendum Measure regarding pet store sales which are both going before the voters at the March 3rd \[March 3, 2020\] Special Election. \(City Clerk\)](#)

23. [Resolution of the City Council of the City of National City: 1\) awarding a contract to Portillo Concrete Inc. in the not-to-exceed amount of \\$1,040,000.00 for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05; 2\) authorizing a 15% contingency in the amount of \\$156,000.00 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)
24. [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Kimley-Horn and Associates, Inc. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; 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. \(Engineering/Public Works\)](#)
25. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a non-binding Letter of Intent \(LOI\) between the City of National City and UC San Diego Extension Educational and Community Outreach Department to promote access to educational and career development opportunities through a Health, Education, and Workplace Development Hub. \(City Manager\)](#)

NEW BUSINESS

26. [City Council Policy #802 City Support for Special Events for review and discussion of proposed Policy update to the City Council Policy Manual. \(Chapter 800\) \(Neighborhood Services\)](#)

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

27. [On-Call Contract Awards Summary. \(Engineering/Public Works\)](#)

28. [City of National City's Fiscal Year 2021 budget priorities. \(Finance\)](#)

MAYOR AND CITY COUNCIL

29. [Discussion on use of volunteers by City Council. \(City Manager\)](#)

CLOSED SESSION

30. Closed Session Agenda held at a Special Meeting at 5:00 pm. (City Attorney)

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - February 4, 2020 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Recognizes Robert Hernandez Sr.](#)
Please scroll down to view the backup material.

Item # ____
01/21/20

National City Recognizes Robert Hernandez Sr.

The following page(s) contain the backup material for Agenda Item: [Introduction of New Employee - Tony Winney, Assistant City Manager. \(City Manager\)](#)
Please scroll down to view the backup material.

Item # ____
01/21/2020

Introduction of New Employee
Tony Winney, Assistant City Manager

(City Manager)

The following page(s) contain the backup material for Agenda Item: [National City Congratulates 2018 Student Council Representative Danielle Cruz.](#)
Please scroll down to view the backup material.

Item # ____
01-21-20

**National City Congratulates 2018 Student Council Representative
Danielle Cruz**

The following page(s) contain the backup material for Agenda Item: [Institute of Transportation Engineers \(ITE\) San Diego Chapter "2019 Public Agency of the Year Award". \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

ITEM NO. _____

1/21/20

**Institute of Transportation Engineers (ITE) San Diego Chapter
"2019 Public Agency of the Year Award"
(Engineering & Public Works)**

The following page(s) contain the backup material for Agenda Item: [Presentation on Real Property Available for Development. \(Housing Authority\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.

ITEM TITLE:

Presentation on Real Property Available for Development.

PREPARED BY: Carlos Aguirre

DEPARTMENT: Housing Authority

PHONE: 619 336-4391

APPROVED BY:



EXPLANATION:

The City of National City, National City Housing Authority, Successor Agency to the Community Development Commission, and the National City Parking Authority own in fee simple 86 individual parcels. Several of these parcels are combined together as one whole property. Of the 86 parcels, 16 are independently developable. The presentation will provide background information on the parcels that are available for development.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

N/A

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Power Point Presentation



Real Property Available for Development

Presented by: Carlos Aguirre, Director
National City Housing Authority

The City of National City, Housing Authority, Successor Agency and the Parking Authority own in fee simple 87 individual parcels. Several of these parcels are combined together as a whole property.

The properties are classified into the following six categories:

Category	City	Housing Authority	Successor Agency	Parking Authority
Planned for Future Development	2			
Independently Developable	5	2	9	1
Sell to Adjoining Owner	5			
Encroachments	7			
Retain for Govt. Use (Right of Way, Remnant parcels)	19			
Parks, Facilities, and Leases	25		12	

Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Address	Street	APN	Site Name	Square Footage
801	Bay Marina Dr.	559-117-12	Olson Property	74,604 Sq.ft.
921	National City Blvd	556-471-03	Former Education Center	8,712 Sq.Ft.
929	National City Blvd	556-471-04	Steamed Bean	3,049 Sq.Ft.
500	Plaza Blvd	556-560-39	Lamb's Theatre	16,990 Sq.Ft.
720	W. 23rd St	559-118-02	ACE Metals	55,321 Sq.Ft.
E 32nd Street &	National City Blvd	562-321-08	RCP	58,370 Sq.Ft.
38	W. 11th St	555-114-01	Roosevelt Lot	4,791 Sq.Ft.
1123	Roosevelt	555-114-04	Roosevelt Parking Lot	2,613 Sq.Ft.
1845	E Ave	560-232-05	Stein Farm House	7,840 Sq.Ft.

Successor Agency - ACE Metals



Address	APN	Lot Size (SF)	Zoning
720 W 23 rd Street	559-118-02	55,321	MM - CZ

4

Successor Agency - Olson



Address	APN	Lot Size (SF)	Zoning
No Site Address	559-117-04	3,049	MM - CZ
2300 Cleveland	559-117-05	14,374	MM - CZ
830 23rd	559-117-06	8,394	MM - CZ
835 W 24th	559-117-07	20,037	MM - CZ
801 Bay Marina	559-117-12	28,750	MM - CZ

5

Successor Agency - Former Education Center



Address	APN	Lot Size (SF)	Zoning
921 National City Blvd	556-471-03	8,712	5B

6

Successor Agency- Steamed Bean



Address	APN	Lot Size (SF)	Zoning
929 National City Blvd	559-471-04	3,049	5B

7

City - Plaza Bonita Center Way



Address/APN	APN	Lot Size (SF)	Zoning
3402 Valley Road	564-290-71	32,234	RS-2
3404 Valley Road	564-310-03	94,961	RS-2
No Site Address	564-290-74	51,401	RS-2
No Site Address	564-290-75	8,550	RS-2

8

Housing Authority - Purple Cow



Address	APN	Lot Size (SF)	Zoning
249 Highland	551-470-15	53,579	MXC-1
307 Highland	551-470-17	12,196	MXC-1
311 Highland	551-470-18	6,098	MXC-1
315 Highland	551-470-19	5,662	MXC-1
217 Highland	551-470-43	15,246	MXC-1
Highland	551-470-48	9,656	MXC-1

9

Housing Authority - A Avenue Property



Address	APN	Lot Size (SF)	Zoning
1028 A Ave	556-553-08	3,911	5A Downtown Plan

10

City -Valley Road



Address	APN#	Lot Size (SF)	Zoning
No Site Address	591-370-22	49,223	RS-3

11

City - Rachael Lot



Address	APN#	Lot Size (SF)	Zoning
No Site Address	558-330-11	9,583	RS-2

12

City - 2101 Hoover



Address	APN#	Lot Size (SF)	Zoning
2101 Hoover	560-395-10	8,276	CL

13

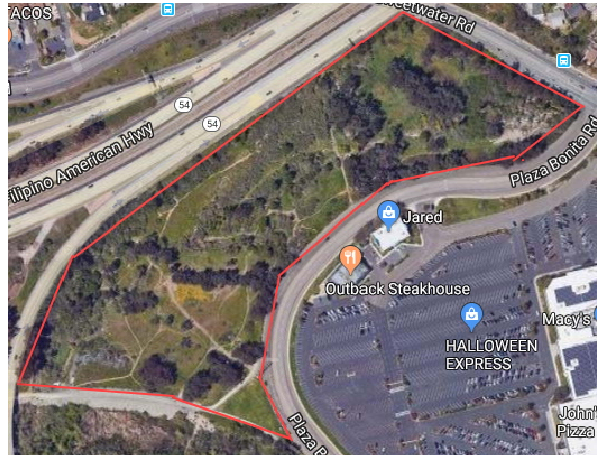
City - Corner of Division & R



Address	APN#	Lot Size (SF)	Zoning
No Site Address	552-403-14	6,400	RS-2

14

Parking Authority - CarMax Site



Address	APN	Lot Size (SF)	Zoning
Plaza Bonita Road	564-471-11	656,885	MXD-2

15



Thank you.

Questions or Comments?

16

The following page(s) contain the backup material for Agenda Item: [Interviews and Appointments: Various City Boards and Commissions and Regional Boards and Committees. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO. 6

ITEM TITLE:

Interviews and Appointments: City and Regional Boards and Committees – Current Status, Vacancies and Expiring Terms. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: (619) 336-4226

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

| N/A

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Interview and appoint as desired.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

| Explanation
Applications (City Boards & Commissions) |

CITY BOARDS AND COMMISSIONS – JANUARY 21, 2020

NOTE: There are current vacancies on the Civil Service Commission, CPRC and Veterans and Military Families Advisory Committee. THERE ARE NO APPLICATIONS ON FILE. The Notice has been posted and published.

CIVIL SERVICE COMMISSION

(Appointing Authority: City Council / Staff Liaison: Robert Meteau)

There is one (1) vacancy on the Civil Service Commission. There are no new applicants.

<u>Name</u>	<u>Interviewed</u>
Vacancy	No Applicants

COMMUNITY AND POLICE RELATIONS COMMISSION (CPRC)

(Appointing Authority: Mayor, subject to confirmation by City Council and successful completion of a background check / Staff Liaison: Lauren Maxilom)

There is one (1) vacancy on the CPRC. There are no new applicants.

<u>Name</u>	<u>Interviewed</u>
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TRAFFIC SAFETY COMMITTEE

(Appointing Authority: Mayor, subject to confirmation by City Council / Staff Liaison: Luca Zappiello and Carla Hutchinson)

There is one (1) vacancy on the Traffic Safety Committee. There are two (2) new Applicants.

<u>Name</u>	<u>Interviewed</u>
Ricardo Sanchez	No
M. Christine Stein	No

VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE (Appointing Authority: Mayor, subject to confirmation by City Council / Staff Liaison: Lauren Maxilom)

There is one (1) vacancy on the Veterans and Military Families Advisory Committee.

There are no applicants.

<u>Name</u>	<u>Interviewed</u>
Vacancy	No Applicants

REGIONAL BOARDS AND COMMITTEES – JANUARY 21, 2020

BAY SHORE BIKEWAY WORKING GROUP

(Appointing Authority: Governing Body of Member Agency)

Current Representatives	Appointed	Term Expires
Primary: Mona Rios	12-18-2018	*See Note #3 below
Alternate: Jerry Cano	12-18-2018	

METRO WASTEWATER JPA

(Appointing Authority: Mayor, with approval of City Council)

Current Representatives	Appointed	Term Expires
Primary: Jerry Cano	12-18-2018	*See Note #3 below
Alternate: Ron Morrison	12-18-2018	

METROPOLITAN TRANSIT SYSTEM BOARD (MTS)

(Appointing Authority: Mayor, with approval of City Council)

Current Representatives	Appointed	Term Expires
Primary: Alejandra Sotelo-Solis	11-05-2019	*See Note #1 below
Alternate: Gonzalo Quintero	11-05-2019	

REGIONAL BOARDS AND COMMITTEES (cont.) – January 21, 2020

REGIONAL SOLID WASTE AUTHORITY

(Appointing Authority: Mayor, with approval of City Council)

<u>Current Representative</u>	<u>Appointed</u>	<u>Term Expires</u>
Primary: Ron Morrison	06-07-1994	*See Note #3 below
Alternate: VACANT		

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)

(Appointing Authority: City Council)

<u>Current Representatives</u>	<u>Appointed</u>	<u>Term Expires</u>
Primary: Alejandra Sotelo-Solis	12-18-2018	*See Note #2 below
1 st Alternate: Mona Rios	12-18-2018	
2 nd Alternate: Ron Morrison	12-18-2018	

SAN DIEGO COUNTY WATER AUTHORITY

(Appointing Authority: Mayor, with approval of City Council)

<u>Current Representative</u>	<u>Appointed</u>	<u>Term Expires</u>
Ron Morrison	02-19-2008	03-08-2020

SHORELINE PRESERVATION WORKING GROUP

(Appointing Authority: Governing Body of Member Agency)

<u>Current Representatives</u>	<u>Appointed</u>	<u>Term Expires</u>
Primary: Alejandra Sotelo-Solis	12-18-2018	*See Note #2 below
Alternate: Ron Morrison	12-18-2018	

SWEETWATER AUTHORITY

(Appointing Authority: Mayor, with approval of City Council)

<u>Current Representatives</u>	<u>Appointed</u>	<u>Term Expires</u>
Alejandra Sotelo-Solis	12-18-2018	12-31-2021
Jerry Cano	12-18-2019	12-31-2021

OTAY AND SWEETWATER RIVER WATERSHED PANEL

(Appointing Authority: City Council)

<u>Current Representatives</u>	<u>Appointed</u>	<u>Term Expires</u>
Primary: Gonzalo Quintero	06-04-2019	06-04-2021
Alternate: Alejandra Sotelo-Solis	06-04-2019	06-04-2021

NOTES

- * **Note #1:** There is no established term. Serves at the pleasure of the appointing authority. National City's MTS representative must be a current or former elected National City official.
- * **Note #2:** There is no established term. SANDAG requests annual action or notification confirming the City's representatives by January 10th of each year.
- * **Note #3:** There is no established term. Serves at the pleasure of the appointing authority or until no longer an elected official.

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

*Open to All,
but CPRC*

- | | |
|---|--|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee* | <input checked="" type="checkbox"/> Traffic Safety Committee |

➤ Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.

➤ Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Ricardo Sanchez E-Mail: Ricardo.sanchez619@gmail.com

Home Address: 100⁵ E.4th Street Tel. No.: 619 699 9924

Business Affiliation: City of San Diego Title: Associate -Civil Engineer

Business Address: 9573 Chesapeake Dr. San Diego CA 92123 Tel. No.: (858) 495-4758

Length of Residence in National City: 30+ San Diego County: 30+ California: 30+

Educational Background: B.S in Civil Engineering, and finishing up Masters in Construction Engineering

Occupational Experience: Civil Engineer/Construction Management/Traffic Safety

Professional or Technical Organization Memberships: Society of Hispanic Engineers, Engineers without Borders
San Diego Bike Coalition, Urban Green Council

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Currently a Civil Servant

Experience or Special Knowledge Pertaining to Area of Interest: Over 15 years in the Construction/Engineering Industry, over 5 years in public safety. Currently in storm water enforcement. (Attached Resume)

Have you ever been convicted of a felony crime? No: Yes: misdemeanor crime? No: Yes:
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 9/19/19 Signature: *[Handwritten Signature]*

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

RECEIVED
CITY CLERK
2019 SEP 23 P 3:54
CITY OF NATIONAL CITY

Ricardo Sanchez

1005 E.4 th • National City, CA 91950 • E-mail: ricardo.sanchez619@gmail.com • (619) 699-9924

EDUCATION

SAN DIEGO STATE UNIVERSITY

Bachelor of Science in Civil Engineering
Masters of Science in Construction Engineering

May 2008
Dec 2020

SKILLS AND ABILITIES

- CADD & GIS
- Document Control (RFI, T&M, Submittals, Change Orders, Transmittals, Invoices)
- SAP, Onbase,
- BIM, Revit
- Estimating (Timberline, HCSS)
- Microsoft Office
- Fluent: English/Spanish
- Storm Water Pollution Prevention Plans
- Schedule P6/MS Project
- Hazards Material Coordinator (MSDS, Compliance, EPA)
- Surveying, Optical, Total Station
- Facilities Management

EXPERIENCE

CITY OF SAN DIEGO (CONSTRUCTION MANAGEMENT & FIELD ENGINEERING) *June 2014 – Present*
San Diego, CA

ASSOCIATE ENGINEER-CONSTRUCTION STORM WATER

- Manage a team of Construction Stormwater compliance inspectors.
- Collaborate with in the City of San Diego, Caltrans, California Coastal Commission, State Water Board, along with other State and Federal regulatory agencies.
- Generating quarterly financial, performance matrix in order to track and improve performance.
- Advanced analytical, organizational and problem recognition/avoidance/resolution skills.

ASSISTANT ENGINEER-RESIDENT ENGINEER CIP

- Manage large development permits, and Capital Improvement Projects (CIP).
- Provide technical advice on construction practices, methods and procedures. Implementation standards the Green Book, Building Coad, Title 24, ADA and City of San Diego White Book
- Negotiate, conditions and costs related to design professional contracts and construction change orders.
- Take part in committees, focus groups and a subject matter expert (SAP, VPM and City Hub).
- Operating Procedures (SOPs) and SAP (Systems, Applications, and Products), subject mater expert.
- Review bidding documents, construction cost estimates, as-builts, plans and specifications
- Maintain project schedules, budget, resources, flow of information.
- Communicating and collaborate with City, State and Federal agencies.
- Diverse project delivery, design bid build, design build, CM at risk.

VOLUNTEER ENGINEER (ARCHITECTURAL ENGINEERING & PARKS DIVISION)

- Constructability reviews, RS Means, Estimation of material and labor
- Assisted in preparing bid documents, and routing funding documents

TC CONSTRUCTION INC.

JR. ESTIMATOR/PROJECT MANAGER

- Worked with budgets, schedule, and document control
- Coordination with Government entities, owners and subcontractors and stakeholders
- Support field operations, provide technical, clerical and material coordination
- Review vendor invoices, progress payments, RFIs and submittals
- Estimating, take-offs, ran bids, communicated with subcontractors, and Reviewed scope on bids
- Worked on water and waste water, underground and privet development projects

Santee, CA
April 2013 – March 2014

BROOKS AUTOMATION

FACILITIES ENGINEER

- Coordinated discharge permits, hazardous material, water and air quality
- Facilitated coordination between subcontractors, vendors and consultants
- Supervisor of safety response team, developed Lockout/Tag out procedures
- Managed self-monitoring documentation, material waste and water treatment plant.
- Manage facility improvement contracts and maintenance contracts.

Petaluma, CA
September 2011 – September 2012

MADISON HIGH SCHOOL

CIVIL ENGINEER AND ARCHITECTURE TEACHER

- Taught a course in Civil Engineering and Architecture, Intro to Engineering Design and Principals of Engineering
- Developed community outreach and industry support for at risk youth program.
- Worked closely with Division of State Architect, implementation of campus improvements.

San Diego, CA
September 2009 – June 2011

SKANSKA USA CIVIL

Field Engineer

- Managed on site environmental and waste management
- Took field measurements using survey equipment, and quantity take offs.
- Document control, data entry and analyses, engineering calculations
- Managed field hiring and orientation process, including labor document verification.
- Reviewed plans, insuring compliance to Caltrans Specifications

Otay Mesa, CA
May 2008 – November 2008

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

- Community & Police Relations Commission* (CPRC)
Library Board of Trustees
Parks, Recreation & Senior Citizens Advisory Board
Veterans & Military Families Advisory Committee*
Civil Service Committee
Planning Commission
Public Art Committee*
Traffic Safety Committee

Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: M. Christine Stein E-Mail: pacificad619@gmail.com

Home Address: 3431 Tolas Ct Tel. No. 209-505-4361

Business Affiliation: N/A Title:

Business Address: N/A Tel. No.:

Length of Residence in National City: 6 yrs San Diego County: 6 yrs California: All my life

Educational Background: 13+ many other credits not applicable to degree - mgmt, critical analysis, HR etc

Occupational Experience: RET FED CIVIL SERV, CIVIL ENG ASST, COMPUTER TECH, PRODUCTION CONTROL, REGIONAL MGR

Professional or Technical Organization Memberships: PAST - PERSONNEL MGRS ASSO, HISPANIC WMMNS ASSO, DEVELOPED & RAN LOW INCOME YOUTH EMPLOYMENT PGM - CIV SERV

Civic or Community Experience, Membership, or Previous Public Service Appointments: PAST MEM CIVIL SERVICE BRD - NC, HELP MANAGE GIRLS SOFTBALL

Experience or Special Knowledge Pertaining to Area of Interest: ASSISTED SURVYORS (CIVIL ENG) IN ROUTING/REROUTING TRAFFIC DURING SPEC PROJECT - PROD CACT DELIVERY

Have you ever been convicted of a felony crime? No Yes: misdemeanor crime? No Yes: If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 11-7-2019 Signature: M Christine Stein

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City

Pursuant to the California Public Records Act, information on this form may be released to the public upon request.

RECEIVED CITY CLERK 2019 NOV - 7 PD 1:39

Revised February 2019

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 # ____
01/21/20

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of May 21, 2019, June 18, 2019, August 20, 2019 and the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of August 6, 2019 and the Special Meetings of the City Council of the City of National City of August 6, 2019, August 20, 2019 and December 17, 2019. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
01/21/20

**APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS
OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT
COMMISSION – HOUSING AUTHORITY OF THE CITY
OF NATIONAL CITY OF MAY 21, 2019, JUNE 18, 2019,
AUGUST 20, 2019 AND THE ADJOURNED REGULAR MEETING
OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT
COMMISSION – HOUSING AUTHORITY OF THE CITY
OF NATIONAL CITY OF AUGUST 6, 2019 AND THE SPECIAL
MEETINGS OF THE CITY COUNCIL OF THE CITY OF
NATIONAL CITY OF AUGUST 6, 2019, AUGUST 20, 2019
AND DECEMBER 17, 2019.**

(City Clerk)

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

May 21, 2019

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:04 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Duong, Manganiello, Meteau, Morris-Jones, Olson, Parra, Pedone, Raulston, Reeder, Roberts, Tellez, Vergara, Williams, Yano, Ybarra.
Others present: City Treasurer Mitch Beauchamp.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR SOTELO-SOLIS

PUBLIC COMMENTS

Ray Juarez, Old Town National City Reunion Committee President, extended an invitation to the 2019 Old Town National City Reunion fundraising event.

Christian Lozano, UnidosUS (formerly National Council of La Raza/NCLR), extended an invitation to their National Conference and the National Latino Expo and asked for local exhibitors and health providers, and to help them further promote the events.

Dave Nagy, representing the National City Chamber of Commerce, extended an invitation to the Chamber's 11th Annual Golf Tournament and thanked the City for their support in the recent Job Fair and looks forward to seeing everyone at the Centurion Awards Breakfast.

Teacher Ashley Trzcinski and Principal Sonia Ruan, Las Palmas Elementary School, provided details and extended an invitation to the Las Palmas 5th Anniversary 5k run/walk event, Old Town Breakfast, and District Health Fair.

PROCLAMATIONS AND CERTIFICATES

EMPLOYMENT CONTRACT – BRADFORD RAULSTON (604-6-7)

1. Verbal Report-Out of Salary and Benefits in the Employment Agreement of the City Manager as required by the Brown Act. (City Clerk and City Attorney)

PROCLAMATIONS AND CERTIFICATES (cont.)

EMPLOYMENT CONTRACT – BRADFORD RAULSTON (604-6-7)

1. Verbal Report-Out of Salary and Benefits in the Employment Agreement of the City Manager as required by the Brown Act. (continued)

The following summary of the salary and benefits to be received by the City Manager was read into the record by City Clerk Dalla as follows: Three-year contract effective May 22, 2019; \$212,678 annual salary; 3% annual increase after year 1 and 2; Deferred Compensation of \$7,500 annually; \$750.00 per month for Vehicle Allowance; 10 paid fixed holidays per year; 9 days of Administrative Leave per year; Vacation accrued at the rate of 13.33 hours per month; Employee life insurance of \$150,000; Availability of Health and Dental Insurance; Participation in CalPERS Retirement System; Retiree health benefit of \$20 per month for each year of service; If employee is terminated by the City other than for cause, payment of six months' salary, and ability to continue participation in the City's healthcare plan for 6 months.

EMPLOYMENT CONTRACT – BRADFORD RAULSTON (604-6-7)

2. Resolution No. 2019-70. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, APPOINTING BRADFORD RAULSTON AS CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE A 3-YEAR EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND BRADFORD RAULSTON WITH THE EFFECTIVE DATE OF MAY 22, 2019. (City Attorney)

RECOMMENDATION: None.

TESTIMONY: None.

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

EMPLOYEE OATHS (602-1-15)

3. Ceremonial Swearing In of Bradford Raulston as City Manager. (City Clerk)
The ceremonial Oath of Office was conducted by City Manager Raulston's two sons, Cole and Max.

CITY MANAGER COMMENTS: City Manager Brad Raulston thanked his sons, the Mayor and Council, City staff, and his predecessors: Chris Zapata, Leslie Deese, and Steve Manganiello, for their mentorship and support. He stated that his first priority as City Manager will be, "to support all employees by continuing to build a community culture that is committed to courteous customer service, clear and transparent communication, and collaboration between departments and throughout the region". He said that he is thankful for the opportunity and looks forward to the challenge and he is happy that his sons were able to celebrate the right of passage with him.

PROCLAMATIONS AND CERTIFICATES (cont.)

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

4. National City Day of Prayer

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

5. National City Military Spouse Appreciation Day

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

6. National City Proclaims May as Mental Health Awareness Month

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

7. National City Honors the 75th Anniversary of the San Diego County Water Authority

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

8. National City Celebrates National Public Works Week

PRESENTATIONS

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

9. A Bold New Vision in 5 Big Moves. (Hasan Ikhata, Executive Director, San Diego Association of Governments (SANDAG).

SANDAG PRESENTATION: The presentation was provided by Muggs Stoll on behalf of Hasan Ikhata.

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

10. National City Chamber of Commerce Career Pathways to Success Job Fair Final Report. (Jacqueline Reynoso, President/CEO, National City Chamber of Commerce)

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

11. Presentation on Public Works Projects and Quality of Life Program. (Engineering/Public Works)

RECESS

A ten-minute recess was called at 8:28 p.m.

The meeting reconvened at 8:38 p.m. All members were present.

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

12. Interviews and Appointments: Community and Police Relations Commission (CPRC). (City Clerk)

RECOMMENDATION: Interview and appoint as desired.

TESTIMONY: Marianne Delatorre, Alma Martinez and Michelle Scudella, appeared for interview.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to appoint Marianne Delatorre, to the CPRC. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: Quintero. Abstain: None. Absent: None.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 13 (NCMC), Item No. 14 (Minutes), Item Nos. 15 through 19 (Resolution Nos. 2019-71 through 2019-75), Item No. 20 (Temporary Use Permit), Item Nos. 21 and 22 (Report), Item Nos. 23 and 24 (Warrant Registers). Motion by Cano, seconded by Quintero, to approve the Consent Calendar, except for Item No. 18. Carried by unanimous vote.

MUNICIPAL CODE 2019 (506-2-34)

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

ACTION: Approved. See above.

GENERAL ADMIN (103-2-1)

14. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF FEBRUARY 5, 2019 AND THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF FEBRUARY 19, 2019. (City Clerk)

ACTION: Approved. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

15. Resolution No. 2019-71. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO STATE OF CALIFORNIA GENERAL

CONSENT CALENDAR (cont.)

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

15. Resolution No. 2019-71 (continued).
SERVICES CONTRACT ID #1-18-23-20A WITH DOWNTOWN FORD SALES FOR THE PURCHASE AND BUILD-OUT OF ONE (1) 2019 FORD SUPER DUTY F-250 4X2 CREW CAB PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED \$48,256.43. (Engineering/Public Works)
ACTION: Adopted. See above.

CONTRACT (C2018-52)

16. Resolution No. 2019-72. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY BERT W. SALAS, INC. FOR THE LAS PALMAS STORM DRAIN REPAIRS PROJECT, CIP NO. 17-16; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$340,488.84; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$17,024.44; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)
ACTION: Adopted. See above.

CONTRACT (C2004-42)

17. Resolution No. 2019-73. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ONE (1) YEAR RATIFIED AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE RATIFIED AGREEMENT WITH THE NATIONAL SCHOOL DISTRICT FOR PARTIAL FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM FOR FY 2019. THE CITY OF NATIONAL CITY WILL BE REIMBURSED \$77,068.00 FOR FY 2019. (Police)
ACTION: Adopted. See above.

CONTRACT (C2004-42)

18. Resolution No. 2019-74. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ONE (1) YEAR RATIFIED AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE RATIFIED AGREEMENT WITH THE SWEETWATER UNION HIGH SCHOOL DISTRICT FOR PARTIAL FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM FOR FY 2019. THE CITY OF NATIONAL CITY WILL BE REIMBURSED \$84,000 FOR FY 2019. (Police)
ABSTENTION: Mayor Sotelo-Solis announced that she would be abstaining from voting in order to avoiding the appearance of a conflict due to the fact that her husband is on the Governing Board of the Sweetwater District even though the City Attorney ruled she is not required to abstain.
ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Quintero, Rios. Nays: None. Abstain: Sotelo-Solis. Absent: None.

CONSENT CALENDAR (cont.)

CONTRACT (C2018-58)

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

19. Resolution No. 2019-75. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A LOAN FROM THE CITY OF NATIONAL CITY TO THE PARKING AUTHORITY OF THE CITY OF NATIONAL CITY AND RATIFYING BUDGETARY ADJUSTMENTS ASSOCIATED WITH THE CITY'S THREE-YEAR SERVICE AGREEMENT WITH IPS GROUP, INC. IN THE AMOUNT OF \$320,000. (Finance)

ACTION: Adopted. See above.

TEMPORARY USE PERMITS 2019 (203-1-35)

20. Temporary Use Permit — Saint Anthony of Padua Parish Festival at 1816 Harding Avenue from June 8, 2019 to June 9, 2019 with no waivers of fees. (Neighborhood Services)

ACTION: Approved. See above.

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

21. National City Sales Tax Update Newsletter - Fourth Quarter 2018. (Finance)

ACTION: Approved. See above.

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

22. Investment Transactions for the month ended February 28, 2019. (Finance)

ACTION: Accepted and Filed. See above.

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

23. Warrant Register #42 for the period of 04/10/19 through 04/16/19 in the amount of \$461,315.41. (Finance)

ACTION: Ratified. See above.

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

24. Warrant Register #43 for the period of 04/17/19 through 04/23/19 in the amount of \$2,767,251.65. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

SOLID WASTE / TRASH - EDCO (C90-26)

25. Resolution No. 2019-76. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING A RESOLUTION FOLLOWING A PUBLIC HEARING PURSUANT TO PROPOSITION 218 TO CONSIDER A RATE ADJUSTMENT FOR REFUSE SERVICES INCLUDING RECYCLING AND YARD WASTE DISPOSAL PROVIDED TO NATIONAL CITY RESIDENCES AND BUSINESSES BY EDCO DISPOSAL

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

SOLID WASTE / TRASH - EDCO (C90-26)

25. Resolution No. 2019-76 (continued).
CORPORATION AND AMENDING THE AGREEMENT BETWEEN THE CITY AND EDCO DISPOSAL CORPORATION TO INCREASE THE MONTHLY RATES FOR REFUSE COLLECTION SERVICES. (Engineering/Public Works)

RECOMMENDATION: Hold Public Hearing to consider rate adjustment for refuse services.

EX PARTE DISCLOSURE: Mayor Sotelo-Solis and Vice Mayor Morrison stated for the record that they met with Division Manager Carl Scherbaum and Steve South, with EDCO.

TESTIMONY: None.

WRITTEN TESTIMONY: City Clerk Michael Dalla stated that fourteen (14) letters of protest were received and copies were distributed to the Mayor and Council.

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

Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

USER IMPACT FEE SCHEDULES (205-6-1)

26. Resolution No. 2019-77. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE 2018 USER FEE SCHEDULE FOR USER FEES WITHIN THE CITY. (Building/Fire)

RECOMMENDATION: Adopt the Resolution.

EX PARTE DISCLOSURE: Member Rios stated for the record that she met with Staff regarding the item and asked questions for clarification regarding fees.

TESTIMONY: None.

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

Motion by Cano, seconded by Quintero, to adopt the Resolution. Carried by unanimous vote.

MUNICIPAL CODE 2019 (506-2-34)

27. PUBLIC HEARING AND INTRODUCTION OF A SOCIAL HOST ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING CHAPTER 10.43 OF THE NATIONAL CITY MUNICIPAL CODE CONCERNING ALCOHOL AND ILLEGAL DRUG OFFENSES BY MINORS AND JUVENILES. (City Attorney)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

MUNICIPAL CODE 2019 (506-2-34)

27. PUBLIC HEARING AND INTRODUCTION OF A SOCIAL HOST ORDINANCE. (continued)

RECOMMENDATION: Introduce the Ordinance and hold the Hearing.

TESTIMONY: The following individuals spoke in support of the Social Host Ordinance amendments: Adriana Karakey, several students from South Bay Youth for Change, and Paula Myers, former member of Mothers Against Drunk Driving (MADD).

WRITTEN TESTIMONY: City Clerk Dalla reported that an e-mail was received from the Alcohol Policy Panel of San Diego County supporting the Social Host Ordinance. Copies were distributed to the Mayor and Council.

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

Motion by Quintero, seconded by Sotelo-Solis, to introduce the Ordinance. Carried by unanimous vote.

MUNICIPAL CODE 2019 (506-2-34)

28. Ordinance No. 2019-2458. PUBLIC HEARING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE NATIONAL CITY MUNICIPAL CODE BY AMENDING CHAPTER 9.06 (FOOD VENDING), CHAPTER 10.22 (SALES ACTIVITY AND SOLICITATION FROM OR AFFECTING VEHICLES, TRAFFIC, PUBLIC PROPERTY AND AREAS, AND COMMERCIAL PARKING AREAS), CHAPTER 10.52 (REGULATIONS FOR THE USE OF MUNICIPAL PARKS, PLAYGROUNDS AND GOLF COURSES), AND ADDING CHAPTER 13.30 REGARDING VENDING ON CITY SIDEWALKS AND PEDESTRIAN PATHWAYS. (APPLICANT: CITY-INITIATED AMENDMENT) (CASE FILE 2018-26 A) (Planning)

RECOMMENDATION: Adopt the Ordinance regulating vending on City sidewalks and pedestrian pathways.

TESTIMONY: None.

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

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

CITY ATTORNEY COMMENT: City Attorney Angil Morris-Jones provided the following clarification regarding the issue of insurance, "Legally we can't require them (venders) to have insurance because they have a right to be on the public sidewalk, that's what this new State law says and State law provides that you can do this business on the public sidewalks unless it doesn't meet the requirements; but

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

MUNICIPAL CODE 2019 (506-2-34)

28. Ordinance No. 2019-2458 (continued).

CITY ATTORNEY COMMENT (continued): what we are doing is anyone that is conducting business in the City of National City, irrespective of the type of business, is required to provide indemnity for any lawsuit that is brought against the City because of their business; and that goes for any business that we end up getting sued for because of their business and we're brought into the action; so in that sense, we're treating everybody the same, not because they're doing their business on the public street when the law has required it. We are a municipal entity, within the State of California, a general law city, so we don't have a choice irrespective of whether we think it is a good law or not."

NEW BUSINESS

CITY ATTORNEY REPORTS (509-1-3)

29. Report, discussion and direction pertaining to AB485, The Pet Rescue and Adoption Act, codified in Section 31753 of the Food and Agriculture Code and Section 122354.5 of the CA Health and Safety Code. (City Attorney)

RECOMMENDATION: Provide staff with direction on one of the following alternatives: Alternative No.1, Direct City staff to draft an Ordinance closing the loopholes in newly enacted State law, AB485, to include banning retail pet stores in the City of National City using the Solana Beach and Carlsbad ordinances as model Ordinances, Alternative No. 2, Continue to monitor state law and subsequent amendments and report back as changes develop, or Alternative No. 3) Do nothing.

TESTIMONY: The following individuals spoke in support of adopting an ordinance pertaining to AB485: Leslie Davies, Marcus Bush, National City, Liz Ramos, National City, Erin Riley-Carrasco, Dorrell Sackett, Holly Jill St. John, and Andrea Cunningham.

The following individuals spoke in opposition of enforcing an ordinance pertaining to AB485: David Salinas, National City Puppy, and Brian Clapper, National City.

ACTION: Motion by Rios, seconded by Quintero, to go with Alternative No. 1 and draft an Ordinance closing the loopholes in the newly enacted State law, AB485 to include banning retail pet stores in the City of National City using the Solana Beach and Carlsbad Ordinances as model Ordinances, and anything else that can be found and still be in compliance with State law.

Substitute motion made by Morrison, to go with Alternative No. 2 and continue to monitor State Law and subsequent amendments and report back as changes develop and let the State take care of their own law. Motion died for lack of a second.

NEW BUSINESS (cont.)

CITY ATTORNEY REPORTS (509-1-3)

29. Report, discussion and direction pertaining to AB485 (continued).

ACTION: Original Motion carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

EXTEND MEETING TIME

Motion by Sotelo-Solis, seconded by Rios, to allocate an additional half an hour for hearing and taking action on the last agenda item.

Motion by Sotelo-Solis, seconded by Rios, to amend the motion to be to add additional time to complete the agenda. Carried by unanimous vote.

City Attorney Morris-Jones stated for the record, that although the new policy states that the meetings should adjourn at 10:30 p.m., it gives the ability to extend it with a motion, but it was unclear if it required a super majority vote.

NEW BUSINESS (cont.)

FINANCE DEPT ADMIN (1104-1-13)

30. Presentation of revised fiscal year 2020 Preliminary Budget and request for direction regarding staff-recommended additional revisions. (Finance)

RECOMMENDATION: Support staff-recommended revisions to fiscal year 2020 Preliminary Budget and direct staff to deliver the proposed budget at the Regular Meeting of the City Council on June 4, 2019.

TESTIMONY: Alicia Sanchez, Environmental Health Coalition, spoke in support of the completion of streets in the specific plan for Old Town and requested the allocation of funds for several projects.

Jerry Rivero, Environmental Health Coalition, addressed pedestrian mobility, key areas of improvement for the Westside and asked to prioritize these improvements.

Oscar Medina, Circulate San Diego, urged the Council to prioritize the traffic safety improvements outlined in a letter that was distributed during the meeting.

Mitch Beauchamp, City Treasurer, said it is great to see funds going towards paying down the pension liability. He advised the Council to review the funding of Police services to the National School District and Sweetwater Union High School District and commented on the budget item pertaining to State of the City donations.

Jacqueline Reynoso, National City Chamber of Commerce, requested the Council to consider accepting their proposal for funding the Chamber at a level of \$15,000.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to move forward with Staff recommendations.

NEW BUSINESS (cont.)

FINANCE DEPT ADMIN (1104-1-13)

30. Presentation of revised fiscal year 2020 Preliminary Budget (continued).

ACTION: Substitute Motion by Rios, to move forward with Staff recommendations and include the request from the Chamber of Commerce for \$15,000. Motion died for lack of a second.

Substitute Motion by Morrison, to accept the Staff recommendations and come back with specifics on the City internship program and the areas of the Council maintenance and operations (M&O) and personnel funding and benefits that cannot be used would be taken out and to come back with a budget for the State of the City. Motion died for lack of a second.

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

B. COMMUNITY DEVELOPMENT COMMISSION (CDC) - HOUSING AUTHORITY

There were no CDC action items.

C. REPORTS

STAFF REPORTS

Director of Finance Mark Roberts announced that the City received a letter from the Government Finance Officers Association (GFOA) informing the City that it has received a Distinguished Budget Presentation Award for Fiscal Year 2019, which is the third straight award received. He thanked key Finance staff, and other City staff for the collaborative effort in the Budget process this year.

Acting City Manager Steve Manganiello said that it is an incredible accomplishment for the Finance department to receive consecutive awards, and although there has been some turnover in Finance, he said that Director of Finance Mark Roberts has made some excellent choices on filling positions. He commended him on his leadership for the current staff who work hard day in and day out and for the new staff.

MAYOR AND CITY COUNCIL

Member Cano welcomed newly appointed City Manager Brad Raulston and commended outgoing Acting City Manager Steve Manganiello on an outstanding job. Member Cano requested to have signage for the crosswalk by 18th and 19th Streets and to have a "suggestion box" placed outside of the department head staff table in the Chamber.

MAYOR AND CITY COUNCIL (cont.)

Acting City Manager Manganiello responded to Member Cano's signage concerns by stating that a grant was received that will be installing all-way stops at both intersections of 18th Street and McKinley Avenue and 19th Street and McKinley Avenue.

Member Quintero acknowledged the public for a lively discussion and for the Mayor's leadership during the long meeting, and he acknowledged the outgoing and incoming City Managers and expects great things from City Manager Raulston.

Vice Mayor Morrison thanked outgoing Acting City Manager Manganiello for what he's done and will continue doing and welcomed newly appointed City Manager Raulston in his new role. He extended an invitation to the 13th Annual Memorial Day Celebration at La Vista Memorial Park and Mortuary. Vice Mayor Morrison also shared his views on recent news updates regarding the Senate Bill 50 (SB 50) Weiner housing bill that was shelved.

Member Rios commended City Manager Raulston for inviting his two sons to be a part of the ceremonial swearing in process and she is excited to have him in the position. Member Rios thanked the Finance Department for the work that they do on the Budget and keeping finances in order; extended an invitation to a job fair hosted by the Port of San Diego at the Aquatic Center on May 29th and announced that former Student Council Representative, Jose Estrada, completed his first year of college at the University of San Francisco.

Mayor Sotelo-Solis extended her thanks to the Budget staff and to Acting City Manager Manganiello for his great work and looks forward to working with newly appointed City Manager Raulston. She also thanked key departments who were involved in coordinating the Request for Qualifications (RFQ) Workshop that was held last week; advised that there will be a discussion on Regional Housing Needs Assessment (RHNA) numbers at SANDAG and congratulated Budget Analyst Yen Kelly for her one-year service award.

CLOSED SESSION REPORT

There was no Closed Session Report.

ADJOURNMENT

Motion by Morrison, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – June 4, 2019 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – June 4, 2019 - 6:00 p.m. - Council Chambers - National City, California.

ADJOURNMENT (cont.)

The meeting closed at 11:23 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2020.

Mayor

CITY COUNCIL SUMMER LEGISLATIVE RECESS

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

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

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

Special Meeting - Tuesday, May 21, 2019 – 5:00 p.m.

CITY COUNCIL

OPEN SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigations
Potential Litigations Pursuant to Government Code Section 54956.9(e)(1)

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, May 21, 2019, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

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

June 18, 2019

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:02 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Contreras, Dalla, Duong, Manganiello, Meteau, Morris-Jones, Olson, Parra, Raulston, Roberts, Tellez, Vergara, Williams, Yano, Ybarra.

Others present: City Treasurer Mitch Beauchamp.

PLEDGE OF ALLEGIANCE TO THE FLAG BY COUNCILMEMBER RIOS

PUBLIC COMMENTS

Jacqueline Zenona, National City, urged the City Council to choose policies for the people and not for profit.

Janice Luna-Reynoso, National City, read a poem called, “Our Deepest Fear” by Marianne Williamson.

Nadia Nunez, representing A Reason to Survive (ARTS), extended an invitation to the SDG&E Mural Project Community Build Day event on June 29th.

PROCLAMATIONS AND CERTIFICATES

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

1. National City Celebrates LGBTQ+ Pride Month

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

2. National City Celebrates the Countdown to Comic-Con

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

3. National City Recognizes Junior Achievement's 100th Year

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

4. National City Recognizes San Diego Padres High School Coaches of the Week Nancy and Mike Morales

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

5. National City Recognizes the Retirement of Victor Castillo, Director of Center for International Trade Development (CITD)

AWARDS AND RECOGNITIONS

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

6. Employee of the Quarter 2019 - Police Officer Kevin Hirsh. (Police)

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

7. Center for Business Advancement - Economic Development Programs of Southwestern College. (Marquise Jackson, Regional Director, San Diego & Imperial SBDC Network) (5 Minutes)

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

8. Community Choice Aggregation (CCA) - EES Consulting, Inc. (Engineering/Public Works) (5 Minutes)

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

9. SDG&E Clean Energy. (Engineering/Public Works) (5 Minutes)

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

10. Core Values Video Highlighting Customer Service. (City Manager) (5 Minutes)

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 11 (NCCM), Item No. 12 (Minutes), Item Nos. 13 through 22 (Resolution Nos. 2019-88 through 2019-97), Item Nos. 23 and 24 (Warrant Registers). Motion by Cano, seconded by Morrison, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2019 (506-2-34)

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

ACTION: Approved. See above.

GENERAL ADMIN (103-2-1)

12. APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF FEBRUARY 19, 2019 AND MARCH 5, 2019 AND THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF MARCH 5, 2019. (City Clerk)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2019-22)

13. Resolution No. 2019-88. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 AND AUTHORIZING THE CITY TO PIGGYBACK ONTO THE CITY OF SAN DIEGO AND ALLSTATE SECURITY SERVICES, INC. AGREEMENT AND AUTHORIZING: (1) THE MAYOR TO EXECUTE A ONE-YEAR AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND ALLSTATE SECURITY SERVICES, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$40,000 FOR THE PROVISION OF SECURITY GUARD SERVICE TO THE NATIONAL CITY PUBLIC LIBRARY, EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020; AND (2) AUTHORIZING THE CITY MANAGER TO EXECUTE FOUR (4) ONE-YEAR EXTENSIONS FOR SECURITY GUARD SERVICES WITH EACH EXTENSION NOT-TO-EXCEED THE AMOUNT OF \$40,000. (Library)

TESTIMONY: Bradley Bang, National City, spoke in opposition to the security guard contract.

ACTION: Adopted. See above.

GRANT / PUBLIC SAFETY (206-4-27)

14. Resolution No. 2019-89. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING FUNDS IN THE AMOUNT OF \$2,500 FROM THE 2019 SDG&E SAFE SAN DIEGO INITIATIVE THROUGH THE BURN INSTITUTE, A 501(C) (3) NON-PROFIT ORGANIZATION, FOR THE NATIONAL CITY COMMUNITY EMERGENCY RESPONSE TEAM (CERT) TO RECRUIT, ADMINISTER, AND PROMOTE CERT TRAINING IN NATIONAL CITY, AND AUTHORIZING THE ESTABLISHMENT OF REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET. (Fire)

ACTION: Adopted. See above.

CONTRACT (C2015-43)

15. Resolution No. 2019-90. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING: 1) THE CITY (BUYER) TO UTILIZE COOPERATIVE PURCHASING ESTABLISHED THROUGH SOURCEWELL PREVIOUSLY KNOWN AS NATIONAL JOINT POWERS ALLIANCE (NJPA), CONSISTENT WITH MUNICIPAL CODE SECTION 2.60.260 FOR COOPERATIVE PURCHASING, TO PURCHASE CUSTOMIZED LOCKERS FROM SPACESAVER INTERMOUNTAIN, LLC BASED ON THEIR CONTRACT 031715-KII WITH SOURCEWELL; AND 2) THE MAYOR TO EXECUTE THE AGREEMENT WITH SPACESAVER INTERMOUNTAIN, LLC TO PURCHASE AND INSTALL CUSTOMIZED SPACESAVER FREESTYLE LOCKERS TO REPLACE DILAPIDATED CURRENT LOCKERS AND EXPAND CAPACITY IN THE POLICE

CONSENT CALENDAR (cont.)

CONTRACT (C2015-43)

15. Resolution No. 2019-90 (continued)
DEPARTMENT MALE AND FEMALE LOCKER ROOMS, IN THE AMOUNT NOT TO EXCEED \$228,147.65, AND 3) APPROPRIATE \$228,147.65 BUDGET UNDER ASSET FORFEITURE FUND (131). (Police)
ACTION: Adopted. See above.

CONTRACT (C2019-23)

GRANT / PUBLIC SAFETY (206-4-27)

16. Resolution No. 2019-91. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1) AUTHORIZING THE CHIEF OF POLICE TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION (FBI) TO PARTICIPATE IN OPERATIONS WITH THE SAN DIEGO VIOLENT CRIMES / BANK ROBBERY TASK FORCE (SDVCTF), 2) AUTHORIZING THE CHIEF OF POLICE TO SIGN A COST REIMBURSEMENT AGREEMENT (CRA) WITH THE FBI, 3) AUTHORIZING THE ACCEPTANCE OF SDVCTF FUNDS OF UP TO \$18,042 PER FISCAL YEAR, AND 4) AUTHORIZING THE ESTABLISHMENT OF A POLICE DEPARTMENT GRANTS FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR THE FUNDS. THE SDVCTF CONDUCTS CRIMINAL INVESTIGATIONS TO IDENTIFY AND TARGET CRIMINALS WHO ENGAGE IN VIOLENT CRIMES SUCH AS MURDERS, ROBBERIES AND VIOLENT STREET GANGS. (Police)
ACTION: Adopted. See above.

CONTRACT (C98-20)

17. Resolution No. 2019-92. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT FOR SALES TAX AUDIT AND INFORMATION SERVICES BETWEEN THE CITY OF NATIONAL CITY AND HINDERLITER, DE LLAMAS AND ASSOCIATES (HDL COMPANIES) FOR A CANNABIS STUDY THAT INCLUDES COMMUNITY OUTREACH, MODEL ORDINANCES, RETURN ON INVESTMENT (ROI), COST RECOVERY APPROACHES AND TECHNICAL ASSISTANCE. (City Manager)
TESTIMONY: An unnamed National City resident suggested that HDL identify common barriers to entry into the cannabis industry in their report and that they look into requiring a minimum of half of all permits to be issued to equity applicants.
ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

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

18. Resolution No. 2019-93. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE APPROPRIATION OF \$143,685.00 FOR PHASE I OF PARADISE CREEK IMPROVEMENTS BETWEEN HIGHLAND AVENUE AND KIMBALL WAY, REIMBURSABLE THROUGH THE HAZARD MITIGATION GRANT PROGRAM APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA); 2) ESTABLISHING CORRESPONDING REVENUE AND EXPENDITURE ACCOUNTS; AND 3) COMMITTING TO PROVIDING A LOCAL MATCH OF \$47,895.00. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2018-44)

19. Resolution No. 2019-94. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CORRECTING A CLERICAL ERROR IN CITY COUNCIL RESOLUTION NO. 2018-124 BY AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION IN THE AMOUNT OF \$80,000 AND A CORRESPONDING REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT EXPENDITURES WITH STATE HIGHWAY ACCOUNT FUNDS AS PART OF A SYSTEMATIC SAFETY ANALYSIS REPORT PROGRAM (SSARP) GRANT TO COMPLETE A CITYWIDE TRAFFIC SAFETY STUDY. (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2019 (801-2-41)

20. Resolution No. 2019-95. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 185 FEET OF "NO PARKING VEHICLES OVER 6' HIGH" SIGNAGE TO RESTRICT TRUCK PARKING ON THE NORTH SIDE OF W. 4TH STREET BETWEEN ROOSEVELT AVENUE AND NATIONAL CITY BLVD IN FRONT OF "SAN DIEGO LEATHER JACKET SALES" LOCATED AT 340 NATIONAL CITY BLVD. (TSC No. 2019-04). (Engineering/Public Works)

ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2019 (801-2-41)

21. Resolution No. 2019-96. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF RED CURB "NO PARKING" AT THE INTERSECTION OF EAST 17TH STREET AND "L" AVENUE TO ENHANCE VISIBILITY AND ACCESS FROM EAST 17TH STREET ONTO "L" AVENUE (TSC No. 2019-05). (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

PARKING & TRAFFIC CONTROL ADMIN 2019 (801-2-41)

22. Resolution No. 2019-97. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 20 FEET OF YELLOW CURB "COMMERCIAL LOADING" ON THE NORTH SIDE OF CASA DE SALUD, LOCATED AT 1408 HARDING AVENUE, TO ALLOW FOR LOADING OR UNLOADING OF MATERIALS (TSC No. 2019-06). (Engineering/Public Works)

ACTION: Adopted. See above.

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

23. Warrant Register #46 for the period of 5/8/19 through 5/14/19 in the amount of \$736,321.81. (Finance)

ACTION: Ratified. See above.

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

24. Warrant Register #47 for the period of 5/15/19 through 5/21/19 in the amount of \$1,675,596.34. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

ABATEMENT WEED 2019 (402-3-18)

25. Resolution No. 2019-98. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CONFIRMING THE COSTS OF WEED ABATEMENT AND APPROVING THE REPORT AND ACCOUNT FOR SUCH, AFTER HAVING CONSIDERED ANY OBJECTIONS OR PROTESTS REGARDING THE FOLLOWING WEED ABATEMENT PROPERTIES IN NATIONAL CITY: 554 220 44 00, 2113 E 4TH ST.; 556 104 18 00, 333 NATIONAL CITY BLVD.; 556 417 07 00, 731 K AVE.; 556 474 17 00, 343 E PLAZA BLVD.; 556 552 03 00, 1025 C AVE.; 558 220 06 00, 3102 E 16TH ST.; 558 320 21 00, RACHAEL AVE.; 558 320 22 00, 2112 RACHAEL AVE.; 561 261 02 00, 2220 E 18TH ST., PURSUANT TO NATIONAL CITY MUNICIPAL CODE CHAPTERS 1.36 (ABATEMENT OF PUBLIC NUISANCES) AND 9.12 (ABATEMENT OF WEEDS AND OTHER FIRE HAZARDS). (Fire)

RECOMMENDATION: Adopt the Resolution approving the Report and Account as submitted or as modified or corrected by the City Council.

TESTIMONY: None.

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

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

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

SEWER CAPACITY / FEES ADMIN (906-1-4)

26. Resolution No. 2019-99. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE NATIONAL CITY 2019/2020 TAX ROLL SEWER SERVICE FEES REPORT, WHICH IDENTIFIES BY PARCEL NUMBER, EACH PARCEL OF REAL PROPERTY RECEIVING SEWER SERVICES AND THE AMOUNT OF SEWER CHARGES FOR EACH PARCEL FOR FY 2019-20 AS REQUIRED BY THE CALIFORNIA HEALTH AND SAFETY CODE SECTION 5473, ET SEQ., PERTAINING TO COLLECTION OF SEWER CHARGES ON THE TAX ROLL, DIRECTING THE CITY CLERK TO FILE THE REPORT WITH THE SAN DIEGO COUNTY AUDITOR, AND DIRECTING THE CITY ENGINEER TO FILE A CERTIFICATION OF THE SEWER SERVICE CHARGES WITH THE SAN DIEGO COUNTY AUDITOR. (Engineering/Public Works)

RECOMMENDATION: Adopt Resolution to accept the National City 2019/2020 Tax Roll Sewer Service Fees report.

TESTIMONY: None.

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

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

MUNICIPAL CODE 2019 (506-2-34)

27. Ordinance No. 2019-2460. PUBLIC HEARING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 13, SECTION 13.28.080 "SIGNS EXEMPT FROM THE PERMIT REQUIREMENT" OF THE NATIONAL CITY MUNICIPAL CODE TO EXEMPT THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) FROM THE CITY'S PERMIT REQUIREMENTS TO MOUNT, INSTALL, OR DISPLAY SIGNS IN THE FORM OF ADVERTISEMENTS ON MTS BUS STOP BENCHES AND SHELTERS LOCATED AT BUS LOADING ZONES WITHIN THE CITY PUBLIC RIGHT OF WAY. (Engineering/Public Works)

RECOMMENDATION: Adopt the Ordinance amending Title 13, Section 13.28.080, "Signs exempt from the permit requirement", of the National City Municipal Code.

TESTIMONY: None.

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

Motion by Cano, seconded by Morrison, to adopt the Ordinance. Carried by unanimous vote.

RECESS

A recess was called at 8:11 p.m.

The meeting reconvened at 8:17 p.m. All members were present.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

ANNEXATIONS 2019–2029 (407-1-2)

28. Resolution No. 2019-100. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, MAKING A FINDING OF NO SIGNIFICANT ENVIRONMENTAL EFFECT FOR THE ANNEXATION OF 2311 AND 2305 SWEETWATER ROAD; GENERAL PLAN AMENDMENT AND ZONE CHANGE FOR THE REZONING OF SAID PROPERTIES, IN ADDITION TO 3320, 3330, 3336 ORANGE STREET, IN ORDER TO CONSTRUCT A 5,500 SQUARE-FOOT COMMERCIAL CENTER; AND A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH BUSINESS AND AUTHORIZING THE FILING OF A NOTICE OF DETERMINATION. (Applicant: Muraoka Enterprises, Inc.) (Case File No. 2017-13 IS) (Planning) **Companion Items #29, #30, #31**

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: Janice Luna Reynoso, National City, spoke in opposition to the General Plan Amendment and Zone Change.

Tom Morgan, Muraoka Enterprises, spoke in support.

EX PARTE DISCLOSURE: Member Rios disclosed for the record, that she did view the Planning Commission meeting when the item was considered.

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

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

GENERAL PLAN 2019-2023 (405-8-8)

29. Resolution No. 2019-101. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FOR A CHANGE OF LAND USE FROM LOW-MEDIUM DENSITY RESIDENTIAL TO MAJOR MIXED USE AT THE PROPERTY LOCATED AT 2305, 2311 SWEETWATER ROAD AND 3320, 3330, 3336 ORANGE STREET IN ORDER TO CONSTRUCT A 5,500 SQUARE-FOOT COMMERCIAL CENTER. (Applicant: Muraoka Enterprises, Inc.) (Case File No. 2017-13 GPA) (Planning) **Companion Items #28, #30, #31**

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

GENERAL PLAN 2019-2023 (405-8-8)

29. Resolution No. 2019-101 (continued).

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: The following individuals spoke in opposition to the new construction: Coyote Moon, National City, Zachary Francisco Gomez, National City, and Janice Luna Reynoso, National City.

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

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

MUNICIPAL CODE 2019 (506-2-34)

30. Ordinance No. 2019-2461. PUBLIC HEARING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A ZONE CHANGE FROM SMALL LOT RESIDENTIAL (RS-2) TO MAJOR MIXED-USE DISTRICT (MXD-2) FOR A 5,500 SQUARE-FOOT COMMERCIAL CENTER AT THE PROPERTY LOCATED AT 2305, 2311 SWEETWATER ROAD AND 3320, 3330, 3336 ORANGE STREET. (Applicant: Muraoka Enterprises, Inc.) (Case File No. 2017-13 ZC) (Planning) **Companion Items #28, #29, #31**

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: Janice Luna Reynoso, National City, spoke in opposition to the Zone Change.

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

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

CONDITIONAL USE PERMITS 2019 (403-32-3)

31. Notice of Decision - Planning Commission approval of a Conditional Use Permit for a drive-through coffee shop on the property located at 2305, 2311 Sweetwater Road and 3320, 3330, 3336 Orange Street. (Applicant: Muraoka Enterprises, Inc.) (Case File No. 2017-13 CUP) (Planning) **Companion Items #28, #29, #30**

RECOMMENDATION: Accept and File the Notice of Decision approving the Conditional Use Permit.

TESTIMONY: None.

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

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C86-47)

32. Resolution No. 2019-102. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FIFTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. TO CONTINUE TO PROVIDE BASIC AND ADVANCED LIFE SUPPORT AMBULANCE TRANSPORTATION SERVICES EFFECTIVE JULY 1, 2019 FOR A PERIOD OF TWO YEARS. (Fire)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

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

CONTRACT (C2013-27)

33. Resolution No. 2019-103. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND CITY OF NATIONAL CITY TO PROVIDE FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES FOR A TERM OF 5 YEARS STARTING ON JULY 1, 2019 TO JUNE 30, 2024 AT A COST OF \$361,050 IN FISCAL YEAR 2019-20. (Fire)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

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

CONTRACT (C2019-25)

34. Resolution No. 2019-104. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDED A CONTRACT TO PORTILLO CONCRETE, INC. IN THE AMOUNT OF \$4,060,691 FOR THE EUCLID AVENUE BICYCLE AND PEDESTRIAN ENHANCEMENTS PROJECT, CIP NO. 18-10; 2) AUTHORIZING A 10% CONTINGENCY IN THE AMOUNT OF \$406,069.10 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

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

NON CONSENT RESOLUTIONS (cont.)

AMERICANS WITH DISABILITIES ACT - ADA ADMIN (910-1-3)

35. Resolution No. 2019-105. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND ADOPTING THE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN FOR NATIONAL CITY. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

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

NEW BUSINESS

TEMPORARY USE PERMITS 2019 (203-1-35)

36. Temporary Use Permit - NEIGHBORS - A community event and fundraiser to celebrate the 8th & B Development. Hosted by Protea National City LLC on July 13, 2019 at 130 East 8th Street. (Neighborhood Services)

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

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Quintero, to approve the Temporary Use Permit. Carried by unanimous vote.

TEMPORARY USE PERMITS 2019 (203-1-35)

37. Temporary Use Permit - Lowrider Association 1st Annual Car Show hosted by the Lowrider Association at Kimball Park on September 21, 2019 from 11 a.m. to 5 p.m. with no waiver of fees. (Neighborhood Services)

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

TESTIMONY: Robert Casas, Applicant, responded to questions and concerns regarding the event, including a suggestion to separate cruising from the car show.

ACTION: Motion by Morrison, seconded by Cano, to approve the Temporary Use Permit, with recommendations to work out the cruising portion with Police and the City Attorney. Carried by unanimous vote.

NEW BUSINESS (cont.)

**CITY ATTORNEY REPORTS (509-1-3)
POLITICAL SUPPORT ADMIN (102-4-1)**

38. Resolution No. 2019-106. REQUEST FOR AUTHORIZATION TO OPT OUT OF MICROENTERPRISE HOME KITCHEN OPERATIONS (MEHKO) PROGRAM PARTICIPATION, WHICH ALLOWS INDIVIDUALS TO OPERATE A FOOD FACILITY OUT OF A PRIVATE HOME, AND REQUEST FOR APPROVAL OF LETTER OPPOSING PENDING LEGISLATION (AB-377, GARCIA) THAT WOULD ELIMINATE THE CITY'S AUTHORITY TO OPT OUT OF MEHKO PROGRAM PARTICIPATION. (City Attorney)

RECOMMENDATION: Staff recommends that City Council: (1) opt out of MEHKO program participation, and (2) approve attached letter of opposition to Assembly Bill No. 377.

TESTIMONY: The following individuals spoke in opposition to the resolution to opt-out of MEHKO program participation: Janice Luna-Reynoso, Aaliyah Sade Murphy, Jacqueline Zenona, and Jose Estrada.

ACTION: Motion by Sotelo-Solis, to bifurcate the request and hold over the first portion to opt out of MEHKO program participation and move for approval of the letter opposing pending legislation AB-377 that would eliminate the City's authority to opt-out of the program. Motion died for lack of a second.

Substitute motion by Morrison, to go with Staff's recommendations on both items. Motion died for lack of a second.

City Attorney Angil Morris-Jones suggested to that the motion be bifurcated.

Motion by Morrison, seconded by Quintero, to request approval of the letter opposing Assembly Bill No. 377. Carried by unanimous vote.

Motion by Morrison, seconded by Quintero, to adopt a Resolution opting out of MEHKO program participation. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Quintero, Rios. Nays: Sotelo-Solis. Abstain: None. Absent: None.

EXTEND MEETING TIME

Motion by Rios, seconded by Quintero, to extend the meeting to complete the remaining agenda items. Carried by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY (cont.)

HOUSING AUTHORITY 2019 (404-1-8)

39. An update on the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") and request for direction on the implementation of a CDC-HA advisory committee. (Housing)

ACTION: Motion by Cano, seconded by Quintero, to give direction to proceed with the necessary revisions to implement a CDC-HA advisory committee by implementing the following: housing survey, public participation plan, subject matter expertise, budget-driven, and composition. Carried by unanimous vote.

C. REPORTS

STAFF REPORTS

COMMUNITY SERVICES DEPT ADMIN (1104-1-7)

40. Verbal report on MLK Community Center facility reservation process. (Community Services)

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

41. Organizational Update and Assigning Staff Liaisons for Regional Boards and Committees. (City Manager)
City Manager Raulston distributed and explained the purpose of the Regional Boards & Commissions Staff Liaison roster.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

City Treasurer Mitch Beauchamp said that he appreciates Mayor Sotelo-Solis's comment about the structural deficit and gave his thoughts on the MEHKO program in the City.

Member Cano thanked Mayor Sotelo-Solis for recognizing the late Mr. Walter Clemens; commented on the increase of graffiti in the parks; thanked Staff for their coordinated effort in graffiti removal and volunteered to serve on the lowrider ad-hoc committee.

Member Quintero announced his availability for meetings and asked that Staff be proactive during the summer legislative recess by setting up meetings with the Council, if needed.

Vice Mayor Morrison reminded everyone of the Kimball Park July 4th Carnival and wished everyone a safe and enjoyable time with their families.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS (cont.)

Member Rios said that it was a great idea to have a staff Liaison assignment listing for regional Boards and Committees; thanked Acting Director of Engineering/Public Works Roberto Yano for the MTS Board information; reported that she will be attending the Bay Shore Bikeway Committee meeting on Thursday; reminded everyone that “Summer Movies in the Park” starts on Saturday and announced that she is available between 3-6 p.m. on Wednesdays for anyone who wants to meet with her.

Mayor Sotelo-Solis thanked Staff for their participation in the meeting and agenda. She reminded everyone that 4th of July is right around the corner and stated that the meeting will be adjourned in memory of Mr. Walter Clemens.

CLOSED SESSION REPORT

There was no Closed Session Report.

ADJOURNMENT

The meeting was adjourned in memory of Mr. Walter Clemens.

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

The meeting closed at 11:22 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2020.

Mayor

CITY COUNCIL SUMMER LEGISLATIVE RECESS

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

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

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

Special Meeting - Tuesday, June 18, 2019 – 5:30 p.m.

CITY COUNCIL

OPEN SESSION

CALL TO ORDER

ROLL CALL

1. Resolution of the City Council of the City of National City approving a 24 year Public Interest Agreement with the State of California Coastal Conservancy and the Ocean Foundation (a Section 501(c)(3) nonprofit organization) for Paradise Creek Habitat Restoration; and authorizing the City Manager to execute the Agreement. (Engineering/Public Works)

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, June 18, 2019, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

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

August 6, 2019

The Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 5:04 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Aguirre, Dalla, Duong, Hernandez, Manganiello, Meteau, Morris-Jones, Raulston, Roberts, Tellez, Vergara, Williams, Yano, Ybarra.
Others present: City Treasurer Mitch Beauchamp.

PLEDGE OF ALLEGIANCE TO THE FLAG BY COUNCILMEMBER CANO

MOMENT OF SILENCE

Mayor Sotelo-Solis called for a moment of silence in memory of the victims and families of the mass shootings that occurred in Gilroy, California, El Paso, Texas, and Dayton, Ohio.

PUBLIC COMMENTS

The following individuals spoke in favor of California Assembly Bill (AB) 626 and 377 and asked the Council to reconsider their position: Patty Corona, Janice Luna Reynoso, Jacqueline Reynoso, and Carla Holland. A protest letter from the Kitchenistas and concerned constituents was read into the record. (Copy on file in the Office of the City Clerk)

EX PARTE DISCLOSURE: Mayor Sotelo-Solis stated for the record that a letter supporting Assembly Bill 377 (AB-377) from Assemblywoman Lorena Gonzalez was received by the City Clerk and Councilmembers via email.

REGIONAL BOARDS AND COMMITTEE REPORTS

San Diego Association of Governments (SANDAG)

Mayor Sotelo-Solis explained the elements of the Regional Housing Needs Assessment (RHNA) being considered by SANDAG and the upcoming vote scheduled at the August 23rd meeting.

Metropolitan Transit System (MTS)

Member Rios shared information regarding the MTS security contract amendment and improvements and reported MTS is seeking community input on a potential ballot measure in 2020.

REGIONAL BOARDS AND COMMITTEE REPORTS (cont.)

METRO Wastewater JPA

Vice Mayor Morrison reported on continuing problems with the waiver process for advanced sewer treatment and possible Congressional relief.

County Water Authority (CWA)

Vice Mayor Morrison reported that two CWA Member Water Districts want to de-annex from CWA and go to Riverside Water Authority, and that there may be an emergency shutdown of a major pipeline bringing water in locally from the North.

Regional Solid Waste Authority (RSWA)

Vice Mayor Morrison explained a provision within RSWA resulting in reimbursements to National City and Poway, and reported on the shutdown of three-hundred recycling plants throughout California, including three that are within two miles of the City.

Sweetwater Authority

Member Cano reported that the Sweetwater Authority Board unanimously approved \$2 million for a long overdue upgrade to the filtration system in the City.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 1 (NCCMC), Item No. 2 (Minutes), Item Nos. 3 through 8 (Resolution Nos. 2019-107 through 2019-112), Item Nos. 9 through 13 (Warrant Registers). Motion by Rios, seconded by Cano, to approve the Consent Calendar, except for Item No. 7. Carried by unanimous vote.

MUNICIPAL CODE 2019 (506-2-34)

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

ACTION: Approved. See above.

GENERAL ADMIN (103-2-1)

2. APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF MARCH 19, 2019, APRIL 2, 2019 AND MAY 7, 2019 AND THE SPECIAL MEETINGS OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF MARCH 19, 2019, MAY 7, 2019, MAY 21, 2019 AND JUNE 18, 2019. (City Clerk)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2005-65)

GRANT / PUBLIC SAFETY (206-4-27)

3. Resolution No. 2019-107. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY GRANT SUBAWARD AMENDMENT FOR AN ADDITIONAL APPROPRIATION OF \$17,100 FOR A NEW TOTAL OF \$25,655 TO THE REIMBURSABLE GRANT CITYWIDE ACCOUNT FOR THE FY18 URBAN AREA SECURITY INITIATIVE (UASI) GRANT FOR THE REIMBURSABLE GRANT PURCHASE OF EQUIPMENT FOR THE POLICE DEPARTMENT.
(Fire)

ACTION: Adopted. See above.

HOUSING AUTHORITY (404-1-8)

4. Resolution No. 2019-108. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR SB2 PLANNING GRANTS PROGRAM FUNDS IN THE AMOUNT OF \$310,000.
(Housing Authority)

ACTION: Adopted. See above.

CONTRACT (C2014-1)

5. Resolution No. 2019-109. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF ANNUAL GRANT FUNDS & THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR THE REGIONAL REALIGNMENT RESPONSE GROUP (R3) BASED UPON A MEMORANDUM OF AGREEMENT EXECUTED BY THE CHIEF OF POLICE PURSUANT TO COUNCIL RESOLUTION 2018-54 BETWEEN THE NATIONAL CITY POLICE DEPARTMENT, THE COUNTY OF SAN DIEGO (SAN DIEGO SHERIFF'S DEPARTMENT AND PROBATION DEPARTMENT) AND MUNICIPAL LAW ENFORCEMENT AGENCIES THROUGHOUT THE COUNTY FOR SUPPORT OF R3G OPERATIONS IN THE AMOUNT OF \$65,000. (Police)

ACTION: Adopted. See above.

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

6. Resolution No. 2019-110. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) RATIFYING THE ACCEPTANCE OF FUNDS IN THE TOTAL AMOUNT OF \$46,320 AWARDED TO THE CITY OF NATIONAL CITY FROM THE BEVERAGE CONTAINER RECYCLING

CONSENT CALENDAR (cont.)

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

6. Resolution No. 2019-110 (continued). CITY/COUNTY PAYMENT PROGRAM FROM THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR FY17 THROUGH FY19 TO IMPLEMENT RECYCLING PROJECTS AND PROGRAMS SUCH AS BEVERAGE RECYCLING CONTAINERS IN CITY PARKS, CLEAN-UP ACTIVITIES, AND EDUCATIONAL MATERIALS; 2) RATIFYING THE ESTABLISHMENT OF CORRESPONDING REVENUE BUDGETS FOR FY17 THROUGH FY19; 3) RATIFYING THE APPROPRIATIONS AND EXPENDITURES IN THE AMOUNT OF \$15,420 FOR FY17; AND 4) APPROVING THE ESTABLISHMENT OF TRASH RATE STABILIZATION FUND APPROPRIATIONS FOR FY18 AND FY19. (Engineering/Public Works)

ACTION: Adopted. See above.

**CONTRACT (C2019-29)
DEED (D2019-5)**

7. Resolution No. 2019-111. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH APV VENTURES, LLC, FOR THE DEVELOPMENT OF 17 UNITS LOCATED AT 1821 E 9TH STREET AND RESTRICTING THE RENT AND OCCUPANCY OF ONE (1) UNIT TO A VERY-LOW INCOME HOUSEHOLD IN EXCHANGE FOR A DENSITY BONUS AS MANDATED BY CALIFORNIA GOVERNMENT CODE SECTIONS 65915 - 65918. (Housing Authority)

TESTIMONY: R. Mitchel Beauchamp, speaking as a private citizen, expressed his concerns regarding parking for the new units.

ACTION: Adopted. See above.

GRANT / COMMUNITY SERVICES (206-4-26)

8. Resolution No. 2019-112. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE ACCEPTANCE OF THE COUNTY OF SAN DIEGO'S COMMUNITY ENHANCEMENT PROGRAM GRANT FUNDS OF \$10,000 FOR THE SPECIAL EVENT "A KIMBALL HOLIDAY", WITH NO MATCHING FUNDS REQUIRED; 2) AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE COUNTY OF SAN DIEGO TO RECEIVE FY20 COMMUNITY ENHANCEMENT PROGRAM GRANT FUNDS; 3) AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITYWIDE FUND APPROPRIATION OF \$10,000 AND CORRESPONDING REVENUE BUDGET. (Community Services)

CONSENT CALENDAR (cont.)

GRANT / COMMUNITY SERVICES (206-4-26)

8. Resolution No. 2019-112 (continued).
TESTIMONY: City Treasurer Mitch Beauchamp expressed his concerns over non-governmental purchases such as "A Kimball Holiday".
ACTION: Adopted. See above.

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

9. Warrant Register #48 for the period of 5/22/19 through 5/28/19 in the amount of \$1,138,570.67. (Finance)
ACTION: Ratified. See above.

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

10. Warrant Register #49 for the period of 5/29/19 through 6/04/19 in the amount of \$2,122,486.61. (Finance)
ACTION: Ratified. See above.

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

11. Warrant Register #50 for the period of 6/05/19 through 6/11/19 in the amount of \$389,096.84. (Finance)
ACTION: Ratified. See above.

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

12. Warrant Register #51 for the period of 6/12/19 through 6/18/19 in the amount of \$2,120,783.05. (Finance)
ACTION: Ratified. See above.

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

13. Warrant Register #52 for the period of 6/19/19 through 6/25/19 in the amount of \$1,535,673.08. (Finance)
ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

SUBDIVISIONS / VARIANCES 2019 (415-1-15)

14. Resolution No. 2019-113. PUBLIC HEARING AND ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A TENTATIVE SUBDIVISION MAP FOR THE SUBDIVISION OF ONE PARCEL INTO FIVE LOTS AT PROPERTY LOCATED AT "C" AVENUE SOUTH OF EAST 27TH STREET WITH AN EXCEPTION FOR LESS THAN REQUIRED STREET FRONTAGE. (Applicant: Clint Muhe/Alvin Washington) (Case File No. 2019-03 S) (Planning)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

SUBDIVISIONS / VARIANCES 2019 (415-1-15)

14. Resolution No. 2019-113 (continued).

RECOMMENDATION: Staff recommends approval of the Tentative Subdivision Map.

TESTIMONY: The following individuals spoke against the Tentative Subdivision Map: Queency Mateo, Aurora Reyes, Melvin Tanio, and Emelda Mateo.

R. Mitchel Beauchamp, speaking as a private citizen, spoke in support of the Tentative Subdivision Map.

Alvin Washington, Applicant/Project Manager, responded to questions and spoke in support.

Brian Fisch, National City, identified some issues of concern but was neutral on the project.

EX PARTE DISCLOSURE: Member Rios stated for the record, that she viewed the Planning Commission meeting.

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

Motion by Quintero, seconded by Rios, to adopt the Resolution with recommended findings and conditions. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios, Sotelo-Solis. Nays: Cano. Abstain: None. Absent: None.

RECESS

A five-minute recess was called at 7:01 p.m.

The meeting reconvened at 7:07 p.m. All members were present.

MUNICIPAL CODE 2019 (506-2-34)

15. PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING CHAPTER 8.34 (BEEKEEPING) OF THE NATIONAL CITY MUNICIPAL CODE RELATED TO THE KEEPING OF BEES IN THE CITY. (Applicant City-Initiated) (Case File 2019-10 A) (Planning Division)

RECOMMENDATION: Introduce the Ordinance.

TESTIMONY: R. Mitchel Beauchamp, speaking as a private citizen, spoke regarding his personal beekeeping situation and offered possible solutions to address the issue.

City Attorney Morris-Jones stated for the record that two written complaints were received.

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

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

NON CONSENT RESOLUTIONS

CONTRACT (C2019-30)

16. Resolution No. 2019-114. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO DICK MILLER INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,010,101.01 FOR THE PARADISE CREEK WATER QUALITY AND COMMUNITY ENHANCEMENTS PROJECT, CIP NO. 18-11; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$151,515.16 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: R. Mitchel Beauchamp, speaking as a private citizen, expressed his concerns regarding the downstream area of Paradise Creek.

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

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

17. Resolution No. 2019-115. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE FILING OF A PROPOSITION 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM (SPP) APPLICATION FOR THE EL TOYON PARK PROJECT IN THE AMOUNT OF \$8,485,480.94; 2) AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE GRANT AGREEMENT IF SELECTED FOR FUNDING; AND 3) IF SELECTED FOR FUNDING, APPROVING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$8,485,480.94 AND CORRESPONDING REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT EXPENDITURES THROUGH THE SPP FOR THE EL TOYON PARK PROJECT. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Cano, to adopt the Resolution and to accept and authorize the filing of the Grant Application. Carried by unanimous vote.

NEW BUSINESS

TEMPORARY USE PERMITS 2019 (203-1-35)

18. Temporary Use Permit — Request from Environmental Health Coalition to conduct the Healthy Cities, Healthy Residents Active Transportation Pop-Up Event at the intersection of Hoover Avenue and 18th Street on September 12, 2019 from 1 p.m. to 3 p.m. with no waivers of fees. (Neighborhood Services)

NEW BUSINESS (cont.)

TEMPORARY USE PERMITS 2019 (203-1-35)

18. Temporary Use Permit (continued).

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

TESTIMONY: Adrienne Anderson, County of San Diego Health and Human Services Agency (HHSA), provided an overview of HHSA's 'Healthy Cities, Healthy Residents' initiative and thanked Staff for their involvement and support in the coalition.

Oscar Medina, Environmental Health Coalition, provided details of the event, extended an invitation to the Mayor, Council and City staff responded to questions and requested approval of the TUP.

Alicia Sanchez, National City, spoke in support of the TUP and the Healthy Cities, Healthy Residents coalition.

ACTION: Motion by Rios, seconded by Sotelo-Solis, to approve the TUP. Carried by unanimous vote.

CONDITIONAL USE PERMITS 2019 (403-32-3)

19. Notice of Decision – Planning Commission approval of a Conditional Use Permit for an adult school (Interamerican College) in Sweetwater Plaza Shopping Center located at 1727 Sweetwater Road, Suites 209-212. (Applicant: Reymundo Marin) (Case File 2019-07 CUP) (Planning)

RECOMMENDATION: File the Notice of Decision.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Quintero, to set this item for a Public Hearing on September 3rd. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Quintero, Sotelo-Solis. Nays: Rios. Abstain: None. Absent: None.

SUBDIVISIONS / VARIANCES 2017 (415-1-13)

20. Time Extension Request – Tentative Subdivision Map for a mixed-use condominium project to be located at 341 East 30th Street. (Applicant: Raintree Residential, LLC) (Case File 2016-23 S) (Planning Division)

RECOMMENDATION: Extend the Tentative Subdivision Map 2016-23 S for three years to June 6, 2022.

TESTIMONY: None.

ACTION: Motion by Quintero, seconded by Cano, to deny the time extension request. Motion was withdrawn.

Motion by Morrison, seconded by Rios, to continue this item to August 20th to allow the Applicant or representative to speak. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios, Sotelo-Solis. Nays: Cano. Abstain: None. Absent: None.

NEW BUSINESS (cont.)

STREET VACATION ADMIN 2019 (902-26-7)

21. A Request to Initiate a Street Vacation of a portion of alley north of East 12th Street east of National City Blvd. for installation of utilities related to an approved affordable housing project. (Applicant: AMG & Associates, LLC.) (Case File No. 2019-18 SC) (Planning)

RECOMMENDATION: Initiate the Street Vacation.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Quintero, to approve the request to initiative the Street Vacation. Carried by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

There were no CDC-HA action items.

C. REPORTS

STAFF REPORTS

None.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

Member Quintero welcomed everyone back and thanked City staff for the work that was done during the July legislative recess. He gave kudos to City Manager Raulston for the retreats and trainings that took place during the recess.

Member Cano echoed Member Quintero's sentiments and spoke on what he learned during the retreats and trainings that he attended.

Member Rios shared her thoughts on the Strategic Planning meeting and thanked Staff who were a part of it.

Mayor Sotelo-Solis welcomed everyone back and recognized City Manager Raulston for coordinating the trainings that took place and thanked Staff who attended.

Mayor Sotelo-Solis offered the following motions for Council consideration:

Motion by Sotelo-Solis, seconded by Rios, for RHNA to be brought back on August 20th. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Rios, to bring back an attendance and meeting quorum update for the Boards and Commissions by September. Carried by unanimous vote.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS (cont.)

Motion by Sotelo-Solis, seconded by Rios, to reconsider the current position on Microenterprise Home Kitchen Operations (MEHKO) by having continued dialogue and information on legislative updates in September. Carried by the following vote, to-wit: Ayes: Rios, Quintero, Sotelo-Solis. Nays: Cano, Morrison. Abstain: None. Absent: None.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported out on the Closed Session Agenda items as follows: With regards to Item Nos. 1, and 2, direction was given by unanimous vote; Item No. 3 was information only and no action was taken; in regards to Item No. 4, authorization and direction was given by unanimous vote and it will come back at the next Council meeting. (See attached Exhibit 'L')

ADJOURNMENT

Motion by Cano, seconded by Morrison, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – August 20, 2019 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

The meeting closed at 8:03 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2020.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

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

Special Meeting - Tuesday, August 6, 2019 – 4:00 p.m.

CITY COUNCIL

OPEN SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigations: One case
Potential Litigations Pursuant to Governmental Code Section 54956.9(d)(2)
2. Conference with Legal Counsel – Pending Litigation
Existing Litigation under Government Code Section 54956.9(d)(1)
Arturo Garcia v. City of National City, et al
Case No. 37-2018-00013660 –CU-PO-CTL
3. Conference with Legal Counsel – Potential Litigations: One case
Potential Litigations Pursuant to Governmental Code Section 54956.9(d)(4)
4. Personnel Matter – Government Code Section 54957(b)(1)
City Attorney Contract Amendment

ADJOURNMENT

Next Adjourned Regular City Council Meeting: Tuesday, August 6, 2019, 5:00 p.m., City Council Chambers, Civic Center – National City, California.

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

August 20, 2019

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:09 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

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

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

PUBLIC COMMENTS

Louis Mercado, National City, expressed his gratitude and thoughts towards the City and announced that he will be relocating out of state.

Ted Godshalk, representing the National City Air Pollution Control District AB-617 Steering Committee, provided updates on the program.

Kamal Mahdavi, San Diego, expressed concerns he has with the Public Library.

Sofia Zaragoza and Catherine Hanna-Schrock, Blindspot Collective, shared information on their work and asked for support in making their programs available in the City's elementary and high schools.

CERTIFICATES OF ADJOURNMENT

Mayor Sotelo-Solis shared highlights of the lives of Gracia Molina de Pick and Gus Chavez and Certificates of Adjournment were presented to the family members. Mayor Sotelo-Solis announced that the meeting will be adjourned in their memory.

PROCLAMATIONS AND CERTIFICATES

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

1. National City Recognizes Carpenters Union Participation Program (CUPP) and Philippine Performing Arts Company (PASACAT) Volunteer Collaboration.

AWARDS AND RECOGNITIONS

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

2. Introduction of Incoming Student Council Representative Paulette Nungaray by Sweetwater Union High School Principal Maribel Gavin, and City Council Recognition of Outgoing Student Council Representative, Danielle Cruz. (City Clerk)

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

3. Introduction of Kimball and Casa de Salud Senior Board Members.

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

4. Farewell to the 2018-2019 Miss National City Court and Introduction of the 2019-2020 Miss National City Court. (Community Services)

REGIONAL BOARDS AND COMMITTEE REPORTS

There were no reports.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 5 (NCCMC), Item Nos. 6 through 8 (Resolution Nos. 2019-116 through 2019-118), Item No. 9 (Temporary Use Permit), Item Nos. 10 and 11 (Reports), Item Nos. 12 and 13 (Warrant Registers). Motion by Cano, seconded by Quintero, to approve the Consent Calendar. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Morrison.

MUNICIPAL CODE 2019 (506-2-34)

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

ACTION: Approved. See above.

CONTRACT (C2017-61)

6. Resolution No. 2019-116. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO EXTEND THE AGREEMENT WITH COUNTYWIDE MECHANICAL SYSTEMS, INC., FOR AN ADDITIONAL ONE (1) YEAR, TO PROVIDE HEATING, VENTILATING AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES AT CITY FACILITIES, WITH A CONTRACT AMOUNT NOT TO EXCEED \$170,412. (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CITY BIDS - ENGINEERING DEPT ADMIN (1001-1-8)

7. Resolution No. 2019-117. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REJECTING ALL BIDS RECEIVED FOR THE COMMUNICATIONS INFRASTRUCTURE EXPANSION WEST 19TH STREET, CIP NO. 18-12 PURSUANT TO PUBLIC CONTRACT CODE SECTION 20166. (Engineering/Public Works)
ACTION: Adopted. See above.

CONTRACT (C2015-56)

GRANT / OTS DUI / TRAFFIC EDUCATION (206-4-4)

8. Resolution No. 2019-118. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF \$100,000 FROM THE OFFICE OF TRAFFIC SAFETY (OTS) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT 2020 TO CONDUCT DUI AND TRAFFIC RELATED ENFORCEMENT OPERATIONS FOR THE POLICE DEPARTMENT 2) AUTHORIZING THE POLICE CHIEF TO EXECUTE THE AGREEMENT FOR THE AWARD OF THE GRANT FUNDS AND 3) AUTHORIZING THE ESTABLISHMENT OF FUND APPROPRIATIONS AND CORRESPONDING REVENUE BUDGET. (Police)
ACTION: Adopted. See above.

TEMPORARY USE PERMITS 2019 (203-1-35)

9. TEMPORARY USE PERMIT – PUMPKIN STATION HOSTED BY PINERY CHRISTMAS TREES, INC. AT WESTFIELD PLAZA BONITA MALL FROM SEPTEMBER 27, 2019 THRU OCTOBER 31, 2019 WITH NO WAIVER OF FEES. (Neighborhood Services)
ACTION: Adopted. See above.

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

10. Investment Transactions for the month ended April 30, 2019. (Finance)
ACTION: Filed. See above.

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

11. Investment Transactions for the month ended May 31, 2019. (Finance)
ACTION: Filed. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

12. Warrant Register #1 for the period of 6/26/19 through 7/2/19 in the amount of \$2,419,310.89. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

13. Warrant Register #2 for the period of 7/3/19 through 7/9/19 in the amount of \$936,019.04. (Finance)
ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

SUBDIVISIONS / VARIANCES 2019 (415-1-15)

14. Resolution No. 2019-119. PUBLIC HEARING AND ADOPTION OF A RESOLUTION APPROVING A TENTATIVE SUBDIVISION MAP FOR THE SUBDIVISION OF ONE PARCEL INTO SIX LOTS AT PROPERTY LOCATED ON THE NORTHWEST CORNER OF WEST 18TH STREET AND HARDING AVENUE. (Applicant: San Diego Habitat for Humanity) (Case File No. 2019-08 S) (Planning)

RECOMMENDATION: Approve the Tentative Subdivision Map.

TESTIMONY: Lori Pfeiler, Habitat for Humanity, shared information and responded to questions regarding the proposed units.

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

Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

EX-PARTE DISCLOSURE: Member Rios stated that she watched the Planning Commission.

MUNICIPAL CODE 2019 (506-2-34)

15. Ordinance No. 2019-2462. PUBLIC HEARING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING CHAPTER 8.34 (BEEKEEPING) OF THE NATIONAL CITY MUNICIPAL CODE RELATED TO THE KEEPING OF BEES IN THE CITY. (Applicant: City-Initiated) (Case File 2019-10 A) (Planning)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: None.

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

Motion by Rios, seconded by Cano, to adopt the Ordinance. Carried by unanimous vote.

MUNICIPAL CODE 2019 (506-2-34)

16. PUBLIC HEARING AND INTRODUCTION OF 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. (City Attorney)

RECOMMENDATION: Introduce the Ordinance.

TESTIMONY: The following speakers spoke in support: Liz Ramos, National City, Andrea Cunningham, Escondido, Coyote Moon, National City, Leslie Davies, Oceanside, Erin Riley-Carrasco, Alma Rescue, and Karen Clayton, Spring Valley.

The following speakers spoke in opposition: Mauricio Chamat, Chula Vista, Daniel Perez, National City, Jose Ramon Garcia, Richard Pena, National City Puppy, Brian Clapper, National City, and David Salinas, National City Puppy.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

MUNICIPAL CODE 2019 (506-2-34)

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

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

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

NON CONSENT RESOLUTIONS

EMPLOYMENT CONTRACT – ANGIL MORRIS-JONES (604-6-6)

Verbal Report-Out of Salary and Benefits in the Employment Agreement of the City Attorney as required by the Brown Act. (City Clerk)

The following summary of the salary and benefits to be received by the City Attorney was read into the record by City Clerk Dalla as follows: Three-year and eight-month contract effective from August 17, 2017, through December 30, 2020; \$2,000 monthly increase effective August 1, 2019 with an annual salary of \$224,000; establish and maintain residency in National City throughout the remainder of her contract; 10 paid fixed holidays per year; 9 days of Administrative Leave per year; vacation accrued at the rate of 13.33 hours per month; employee life insurance of \$150,000; availability of Health and Dental Insurance; participation in CalPERS Retirement System.

EMPLOYMENT CONTRACT – ANGIL MORRIS-JONES (604-6-6)

17. Resolution No. 2019-120. RESOLUTION OF THE CITY COUNCIL APPROVING THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND ANGIL P. MORRIS-JONES TO EXTEND HER EMPLOYMENT THROUGH DECEMBER 30, 2020, APPROVING A SALARY INCREASE IN ACCORDANCE WITH SECTION 3 OF THE AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME WITH THE CONTRACTUAL PROVISION THAT THE CITY ATTORNEY WILL ESTABLISH AND MAINTAIN RESIDENCY IN NATIONAL CITY THROUGHOUT THE REMAINDER OF HER CONTRACT. (City Attorney)

RECOMMENDATION: Adopt proposed Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Quintero, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2015-70)

18. Resolution No. 2019-121. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY AMERESCO, INC. FOR THE ENERGY SERVICES AGREEMENT, PHASE II, CIP NO. 17-03; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$5,440,535.54; 3) AUTHORIZING THE RELEASE OF RETENTION IN THE AMOUNT OF \$272,026.78; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

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

CONTRACT (C2012-8)

19. Resolution No. 2019-122. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE MAINTENANCE AND OPERATING AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND A REASON TO SURVIVE (ARTS), CONSISTING OF A TERM OF 30 YEARS FOR THE CITY OWNED LAND AND BUILDING LOCATED AT 200 EAST 12TH STREET IN NATIONAL CITY, WITH NO CONTRACTUAL OBLIGATIONS BY EITHER PARTY WITH RESPECT TO THIS FIRST AMENDMENT TO THE MAINTENANCE AND OPERATING AGREEMENT UNLESS THE PROPOSITION 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS ARE AWARDED TO ARTS. (Community Services) **Companion Item #20**

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: James Halliday, Taylor Stall, and Kline Swonger, A Reason to Survive (ARTS), responded to questions spoke in favor.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to hold this item over for discussion, pull the Grant, and apply in the second round with a revised Agreement. Carried by unanimous vote.

COMMUNITY SERVICES DEPT ADMIN (1104-1-7)

20. Resolution No. 2019-123. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A TURN KEY AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND A REASON TO SURVIVE (ARTS) TO COMPLETE REVITALIZATION IMPROVEMENTS TO KIMBALL RECREATION CENTER AND KIMBALL PARK, IF AWARDED THE PROPOSITION 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT; UPON SUCCESSFUL COMPLETION OF THE KIMBALL RECREATION CENTER AND KIMBALL PARK IMPROVEMENTS THE CITY SHALL ASSUME THE OBLIGATION TO MAINTAIN THE IMPROVEMENTS FOR 30 YEARS. (Community Services) **Companion Item #19**

NON CONSENT RESOLUTIONS (cont.)

COMMUNITY SERVICES DEPT ADMIN (1104-1-7)

20. Resolution No. 2019-123 (continued).

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to hold this item over for discussion. Carried by unanimous vote.

NEW BUSINESS

SUBDIVISIONS / VARIANCES 2019 (415-1-15)

21. Time Extension Request - Tentative Subdivision Map for a mixed-use condominium project to be located at 341 East 30th Street. (Applicant: Raintree Residential, LLC) (Case File 2016-23 S) (Continued from the August 6, 2019 City Council Meeting) (Planning)

RECOMMENDATION: Extend the expiration date of Tentative Subdivision Map 2016-23 S for three years to June 6, 2022.

TESTIMONY: Michael Kootchick, Owner, provided justification for the delayed project and responded to questions.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to extend the expiration date for one-year.

Substitute motion made by Rios, seconded by Morrison, to extend the expiration date for eighteen months. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios. Nays: Cano, Sotelo-Solis. Abstain: None. Absent: None.

PLANNING & BUILDING DIVISION ADMIN (1104-1-10)

22. Request to demolish potentially historic property located at 1929 Harding Avenue. (APN 559-104-03-00) (Planning)

RECOMMENDATION: Issue the building permit.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, issue the building permit to demolish the property. Carried by unanimous vote.

HOUSING AUTHORITY 2019 (404-1-8)

23. Comments to the San Diego Association of Governments (SANDAG) Board of Directors recommending revisions to the Draft Regional Housing Needs Assessment (RHNA) methodology. (Housing Authority)

RECOMMENDATION: Direct staff to submit the comment letter to SANDAG Board of Directors.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Sotelo-Solis, to move forward with Staff recommendations and submit the comment letter. Carried by unanimous vote.

NEW BUSINESS (cont.)

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

24. League of California Cities Annual Conference - Designation of Voting Delegate and Alternate(s). (City Manager)

RECOMMENDATION: Staff requests Council's designation of a voting delegate and up to two alternates to represent the City.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to appoint Mayor Sotelo-Solis as Primary and Member Quintero and City Manager Raulston as Alternate deligates. Carried by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

There were no CDC-HA action items.

EXTEND MEETING TIME

Motion by Rios, seconded by Quintero, to extend the meeting to complete the remaining agenda items. Carried by unanimous vote.

C. REPORTS

STAFF REPORTS

Director of Housing Authority Carlos Aguirre provided updates on the Morgan and Kimball Senior Towers Rehabilitation and Recapitalization and Nutrition Center projects.

Community Services Recreation Superintendent Audrey Denham shared details on the Summer Fiesta event on September 15th celebrating the City's birthday. The fiesta is part of the FY19 Tidelands Activation Program with the Port of San Diego.

City Manager Brad Raulston announced that a decision was made to re-enter into the Cedars Economic Development Funding Program to put deposits into a local bank and reinvest the money into the community for small business loans; stated that he will be sending out a bulletin to City staff the day after each Council Meeting to provide highlights of Council meetings and other information. Mr. Raulston reiterated the importance of the City's pledge/mission statement, which is: "We pledge to provide customer service through a culture of courtesy, collaboration, communication, with a commitment to our community".

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

Member Cano said that he was pleased to see the South Bay Diablos playing at Sweetwater High School and reported that he attended the 'Bikes for Kids' charity event and he visited one of the San Ysidro Health Clinics.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS (cont.)

Member Quintero welcomed Mayor Sotelo-Solis's new Executive Assistant Xiomara Dodson to the team; expressed his appreciation for the City's Pledge and thanked City Manager Raulston for setting the tone.

Motion by Rios, seconded by Quintero, to bring back an agenda item on September 3rd for discussion and information on Community Choice Aggregation. Carried by unanimous vote.

Motion by Rios, seconded by Sotelo-Solis, to change the date of an agenda item from September 17th to October 15th, for discussion and information on Microenterprise Home Kitchen Operations (MEHKO). Carried by unanimous vote.

Member Rios announced that Metropolitan Transit System (MTS) representatives requested to be on the September 17th City Council agenda to talk about Free Ride Day on October 2nd.

Mayor Sotelo-Solis announced that there will be a roundtable discussion with local non-profit organizations on Thursday; discussed the 2020 Census; shared information on the World Health Organization's Age-Friendly Communities Initiative and said that she would like to formalize the opportunity to participate.

Mayor Sotelo-Solis offered the following motion for Council consideration:

Motion by Sotelo-Solis, seconded by Rios, to bring an agenda item on the September 17th Strategic Plan Workshop agenda, for information and discussion on the Age-Friendly Communities Initiative. Carried by unanimous vote.

Mayor Sotelo-Solis asked members of the Council to participate in "Outreach October" by identifying a location where they would like to go, i.e., church, daycares, etc., to present and get opinions and bring the ideas to the forefront as a plug-and-play opportunity.

Mayor Sotelo-Solis offered the following motion for Council consideration:

Motion by Sotelo-Solis, seconded by Cano, to direct Staff to provide a presentation on the growth and development of specific projects on City property. Carried by unanimous vote.

CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported out from the 5:00 p.m. Closed Session that in regards to Item No. 1 Pending Litigation, there was nothing to report. In regards to Item No. 2, Personnel Matter, there was a 4–1 vote of approval, with Vice Mayor Morrison voting 'No'. (See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in honor and memory of Gracia Molina de Pick and Gus Chavez.

Motion by Rios, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – September 3, 2019 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

The meeting closed at 10:27 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2020.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

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

Special Meeting - Tuesday, August 20, 2019 – 5:00 p.m.

CITY COUNCIL

OPEN SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigation: One case
Potential Litigation Pursuant to Governmental Code Section 54956.9(d)(2)
2. Personnel Matter – Government Code Section 54957(b)(1)
City Attorney Contract Amendment

CLOSED SESSION REPORT: AT THE END OF REGULAR COUNCIL MEETING.

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, August 20, 2019, 5:00 p.m., City Council Chambers, Civic Center – National City, California.

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

August 6, 2019

The Special Meeting of the City Council of the City of National City was called to order at 4:03 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Quintero, Rios, Sotelo-Solis

Council / Board members absent: Morrison

Administrative Officials present: Dalla, Morris-Jones, Raulston

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

Members retired into Closed Session at 4:04 p.m.

CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigations: One case
Potential Litigations Pursuant to Governmental Code Section 54956.9(d)(2)
2. Conference with Legal Counsel – Pending Litigation
Existing Litigation under Government Code Section 54956.9(d)(1)
Arturo Garcia v. City of National City, et al
Case No. 37-2018-00013660 –CU-PO-CTL
3. Conference with Legal Counsel – Potential Litigations: One case
Potential Litigations Pursuant to Governmental Code Section 54956.9(d)(4)
4. Personnel Matter – Government Code Section 54957(b)(1)
City Attorney Contract Amendment

ADJOURNMENT

Next Adjourned Regular City Council Meeting: Tuesday, August 6, 2019 - 5:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2020.

Mayor

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

August 20, 2019

The Special Meeting of the City Council of the City of National City was called to order at 5:02 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

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

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

Members retired into Closed Session at 5:02 p.m.

CLOSED SESSION

PUBLIC COMMENTS – None.

1. Conference with Legal Counsel – Potential Litigation: One case
Potential Litigation Pursuant to Governmental Code Section 54956.9(d)(2)
2. Personnel Matter – Government Code Section 54957(b)(1)
City Attorney Contract Amendment

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, August 20, 2019 - 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2020.

Mayor

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

December 17, 2019

The Special Meeting of the City Council of the City of National City was called to order at 5:04 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Morrison, Quintero, Rios, Sotelo-Solis.

Council / Board members absent: Cano.

Administrative Officials present: Aguirre, Dalla, Meteau, Morris-Jones, Raulston, Vergara, Yano, Ybarra.

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

EMERGENCY DECLARATION ADMIN (301-1-2)

1. Resolution No. 2019-180. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: (1) FINDING A PUBLIC WORKS EMERGENCY THAT OCCURRED ON DECEMBER 11, 2019 AT RACHAEL AVENUE RESULTING IN A SINK HOLE; (2) RATIFYING THE DECLARATION, CONTRACTING PER THE EMERGENCY CONTRACTING PROCEDURE, AND APPROPRIATIONS OF A NOT TO EXCEED AMOUNT OF \$100,000 FOR EMERGENCY WORK TO REPAIR THE RACHEAL AVENUE SINK HOLE; AND (3) RATIFYING THE WAIVING OF COMPETITIVE BIDDING PROCEDURES UNDER EMERGENCY CONDITIONS CONSISTENT WITH SECTION 22050 “EMERGENCY CONTRACTING PROCEDURES” OF THE CALIFORNIA PUBLIC CONTRACT CODE AND CHAPTER 2.62 “ALTERNATIVE BID PROCEDURES FOR PUBLIC PROJECTS,” SECTION 2.62.070 “EMERGENCIES” OF THE NATIONAL CITY MUNICIPAL CODE. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Rios, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios, Sotelo-Solis. Nays: None. Abstain: None. Absent: Cano.

Members retired into Closed Session at 5:10 p.m.

CLOSED SESSION

2. Conference with Legal Counsel – Potential Litigation
Existing Litigation under Government Code Section 54956.9(d)(1)
Carlsbad Police Officers Association et. al. v. City of Carlsbad, et al.
SDSC Case No. 37-2019-00005450-CU-WM-CTL

CLOSED SESSION (cont.)

3. Conference with Legal Counsel – Pending Litigation: Four Cases
Potential Litigation under Government Code Section 54956.9(d)(2)
4. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Robert Hernandez, Alfredo Ybarra, Robert Meteau, and Lilia Munoz.
Employee Organization: Firefighters' Association and Municipal Employee Association.

CLOSED SESSION REPORT: AT THE END OF REGULAR COUNCIL MEETING.

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, December 17, 2019 - 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of January 21, 2020.

Mayor

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City ratifying the acceptance of an augmentation to the California Library Literacy Services \(CLLS\) Grant in the amount of \\$28,880 for the National City Library's Fiscal Year 2019-2020 Literacy Program, increasing the total grant amount from \\$18,000 to \\$46,880; and authorizing the establishment of Library Grants Fund appropriations and a corresponding revenue budget. \(Library\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

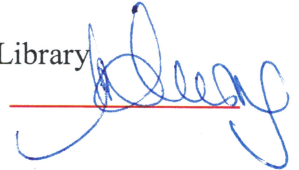
Resolution of the City Council of National City ratifying the acceptance of an augmentation to the California Library Literacy Services (CLLS) Grant in the amount of \$28,880 for the National City Library's fiscal year 2019-2020 Literacy Program, increasing the total grant amount from \$18,000 to \$46,880; and authorizing the establishment of Library Grants Fund appropriations and a corresponding revenue budget. (Library)

PREPARED BY: Tommy Huynh

PHONE: 619-470-5883

DEPARTMENT: Library

APPROVED BY: _____



EXPLANATION:

Since 1980, the California Library Literacy Services Program enables and funds for over 20,000 adult learners to improve their reading and writing skills through their local public libraries' literacy program every year. In August 2019, the Library was awarded a CLLS grant in a baseline amount of \$18,000 to fund the Library's FY2019-20 Literacy Program. This augmentation of \$28,880 represents the final payment from the California State Library to National City Library and is based on a formula that takes into account the following:

- A *per capita* amount per adult learner served in the previous fiscal year 2018-2019.
- A *match* of local funds earmarked for adult literacy services that is provided by a Community Development Block Grant awarded to the Library by the City Council on May 7, 2019 in the amount of \$50,610 to defray the personnel costs of the Literacy Coordinator who oversees the operation of the literacy program.

With this final payment, the amount of CLLS Grant awarded to National City Library for its FY2019-20 Literacy Program is \$46,880.

FINANCIAL STATEMENT:

APPROVED: Mark Ralento Finance

ACCOUNT NO.

APPROVED: _____ MIS

320-431-339-* \$28,880

320-31339-3463 \$28,880

Matching funds of \$50,610 from the Community Development Block Grant Fund authorized by City Council per Resolution No. 2019-64 on May 7, 2019 are appropriated and available.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution

BOARD / COMMISSION RECOMMENDATION:

Approved by the Library Board of Trustees on January 8, 2020.

ATTACHMENTS:

1. Resolution
2. Copy of original Letter of Award
3. Award letter for second installment payment (December 23,2019)
4. Resolution 2019-64 - CDBG



August 16, 2019

Minh Duong, City Librarian
National City Public Library
1401 National City Boulevard
National City, CA 91950-3314

minh.duong@nationalcitylibrary.org

Dear Ms. Duong:

We're happy to provide funds for the fiscal year that began July 1, 2019 to support your California Library Literacy Services program and the important work you, your staff and volunteers do in your community.

The recently signed state budget continues California Library Literacy Services funding at \$4.82 million and \$2.5 million for family literacy.

At this time, we're providing the \$18,000 baseline amount for your program. The remainder will be sent in the fall after a review of the Final Report you submit to us in September.

There are three parts to the library's [funding formula](#):

1. A *baseline* amount (\$18,000) for each approved literacy program to provide libraries with the funding needed to deliver a minimum level of local literacy staffing and services;
2. A *per capita* amount per adult learner served in the previous year; and
3. A *match* on local funds raised and expended for adult literacy services—reflecting a commitment to a continuing state/local partnership and providing an incentive for increased local support for adult literacy.
 - Your funds must be encumbered by June 30, 2020, and fully expended in accordance with your approved budget by December 31, 2020. Encumbered funds are those that have been deposited in the awardee's accounting system and for which a budget has been provided to and approved by the State Library.
 - Please refer to the new California Library Literacy Services allowable and unallowable costs document to guide your program expenditures and please get in touch with us if you have any questions.
 - We encourage you and your colleagues to participate in the library literacy training opportunities that will be made available by the State Library and regional networks.

The following specific issues or observations are being made about your application:

None

The payment process begins once we receive your signed Claim & Certification Forms (attached). Please direct any questions to Andrea Freeland @ 916.651.3191 and/or andrea.freeland@library.ca.gov.

NOTE: Both forms must be completed, signed with original signatures and mailed to Fiscal Office in order to be processed for payment.

Thank you for your willingness to do so much for so many people in need.

Respectfully yours,



Greg Lucas
California State Librarian

cc: Mikki Eris Vidamo, Literacy Coordinator (via email: mvidamo@nationalcityca.gov)

File

Enc.: Claim Form & Certification



December 23, 2019

National City Public Library
Minh Duong, City Librarian
1401 National City Boulevard
National City, CA 91950-3314

minh.duong@nationalcitylibrary.org

Dear Ms. Duong:

I'm pleased to enclose a claim form for the remainder of your California Library Literacy Services funding for the 2019-2020 fiscal year. This **final, second payment** of your total allocation for the fiscal year that began July 1, 2019 is based on:

- A *per capita* amount per adult learner served at your library during the previous fiscal year.
- A *match* on local funds raised and expended for adult literacy services at your library during the fiscal year that ended June 30, 2019.

Earlier this year you received a baseline for your literacy program. The baseline reflects the importance of each library having enough funds to provide local literacy staffing and service.

Below is a summary of your total California Library Literacy Services funding for the current program year:

Adult Literacy 2019/20

Baseline Adult Literacy Services:	\$18,000 (amount previously claimed)
Final Payment (Per Capita & Match):	\$28,880 (amount to be claimed now)

GRAND TOTAL for Adult Literacy: \$46,880

Any changes in your funding from last year are based, in part, on an increase or decrease in the number of adult learners you served and/or the amount of local funds expended on your library literacy program last year.

We'll initiate the payment process upon receipt of your signed claim form and certification form which are attached. The forms serve as a request to claim the funds and have a check sent to you and a certification that your library will use the funds for the purpose intended.

This final payment will be processed after all reporting requirements from the prior fiscal year have been received, all adjustments made and unexpended monies returned.

Please mail the signed claim form to: **California State Library
Fiscal/Local Assistance
P.O. Box 942837
Sacramento, CA 94237-0001**

In February, you'll be asked to revise your literacy budget for the 2019-2020 fiscal year utilizing the actual total allotment from the State Library shown in this award letter. The budget that you submitted with your application earlier this year was based on projections. Your revised budget should the updated information included in this letter.

You'll be asked to report electronically after the close of the fiscal year. Library literacy services staff will provide more details on this process.

**PLEASE REMEMBER THAT
ALL STATE FUNDS MUST BE EXPENDED OR ENCUMBERED BY JUNE 30, 2020
OR RETURNED TO THE STATE.**

If you need a copy of your most recent final report and/or application, or have any questions, please contact Natalie Cole at natalie.cole@library.ca.gov.

Thanks again for your commitment to literacy. It's one of the most transformative and successful things libraries do.

Respectfully yours,

A handwritten signature in blue ink, which appears to be 'Greg Lucas', is written over the typed name. To the right of the signature, the words 'Happy Holidays!' are written in a cursive, handwritten style.

Greg Lucas
California State Librarian

cc: Mikki Eris Vidamo, Literacy Coordinator (via email: mvidamo@nationalcityca.gov)

Enc.: Claim Form
Certification Form

PLEASE COMPLETE AND RETURN THIS PAGE

Claim Form

**State of California
California Library Literacy and English Acquisition Services (CLLS)**

California Education Code; Section 18880-18883
Budget Citation Chapter 23 – Budget Item 6120-213-0001

Fiscal Year: 2019-2020	
Reporting Structure: 61202000	COA: 5432000; Approp. Ref: 213
Purchasing Authority Number: CSL-6120	Category: 84121600 Program #: 5312

FOR PAYMENT OF CALIFORNIA LIBRARY LITERACY SERVICES GRANT

Amount Claimed – Final Installment: **\$28,880**

NATIONAL CITY PUBLIC LIBRARY

claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Warrant to be issued for payment to the library to be addressed to:

***National City Public Library, 1401 National City Blvd, National City, CA 91950-4401**

(Authorized agency to receive, disburse and account for CLLS funds)

I hereby certify under penalty of perjury: that the library named above shall use their allowance solely for the purposes indicated in their CLLS application and in Sections 18880-18883 of the California Education Code.

Official Representative or Fiscal Agent (Signature Required)

Title

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – CLLS
P. O. Box 942837
Sacramento, CA 94237-0001

State Library Local Assistance Office Use Only

STATE OF CALIFORNIA, State Library Fiscal Office

By _____

State Library Representative

Approval by State:

CLLS \$ _____

Date: _____

*The warrant address must match that on file in Fi\$Cal. If you need to change the authorized library name and/or address, please contact Colette Moody, CSL Fiscal Office. (Colette.Moody@library.ca.gov)

PLEASE COMPLETE AND RETURN THIS PAGE

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

SIGNED

DATE

Signature - Authorized representative

Typed/Printed Name and Title of Authorized Representative

Email address of authorized representative



MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – CLLS
P. O. Box 942837
Sacramento, CA 94237-0001

RESOLUTION NO. 2019 – 64

RESOLUTION OF THE CITY OF NATIONAL CITY ADOPTING THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FISCAL YEAR 2020 ANNUAL ACTION PLAN FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM FISCAL YEAR 2020 ENTITLEMENT FUNDS, CDBG PROGRAM INCOME, FUNDS REMAINING FROM COMPLETED CDBG PROJECTS, HOME INVESTMENT PARTNERSHIPS (“HOME”) PROGRAM FISCAL YEAR 2020 ENTITLEMENT FUNDS, HOME PROGRAM INCOME, AND HOME FISCAL YEAR 2019 COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FUNDS.

WHEREAS, as an entitlement community, the City of National City administers the Community Development Block Grant (“CDBG”) and the Home Investment Partnerships Act (“HOME”) Program for the Federal Government under the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, in accordance with the federal regulations at 24 CFR, Part 91, the City is required to prepare and submit an Annual Action Plan for Housing and Community Development Programs funded by CDBG and HOME; and

WHEREAS, HUD requires that all CDBG and HOME Program entitlement communities, such as the City of National City, hold at least two public hearings and a 30-day public comment period to solicit input on the Fiscal Year 2020 Annual Action Plan; and

WHEREAS, the City Council conducted a duly advertised public hearings on March 19, 2019 and May 7, 2019, to receive input from the public; and

WHEREAS, the 30-day comment period for the FY 2020 Annual Action Plan ran from March 28, 2019 to April 28, 2019; and

WHEREAS, the City will incorporate public comments received into the final submission of said Plans by May 17, 2019; and

WHEREAS, HUD has notified the City of its FY 2020 entitlement allocation in the amount of \$792,620.00 for CDBG and \$327,586.00 for the HOME Program that will be appropriated to the FY 2020 Annual Action Plan activities, hereto attached as Exhibit “A”; and

WHEREAS, staff has identified and verified the availability of \$23,540.67 in CDBG funds remaining from previous year projects that have been completed to supplement the funding of activities in Fiscal Year 2020 Annual Action Plan as listed on the attached Exhibit “A”; and

WHEREAS, staff has also identified and verified program income from 2018 received from the CDBG Program in the amount of \$26,803.29 and \$131,729.28 for the HOME Program to further supplement the funding of activities in the Fiscal Year 2020 Annual Action Plan as listed in the attached Exhibit “A”.

WHEREAS, staff has also identified and verified HOME Program CHDO funds in the amount of \$52,172.55 to supplement the funding of activities in the Fiscal Year 2020 Annual Action Plan as listed in the attached Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes FY 2020 HUD entitlement funds in the amount of \$792,620.00 for CDBG and \$327,586.00 for the HOME Program to be appropriated to FY 2020 Annual Action Plan activities, as set forth in Exhibit "A"; and

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the reallocation of \$23,540.67 in CDBG funds remaining from completed projects to supplement the funding of activities specified in the Fiscal Year 2020 Annual Action Plan, as set forth in Exhibit "A".

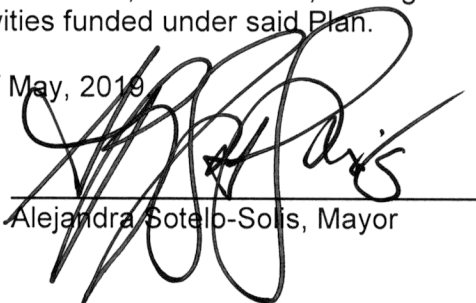
BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the allocation of \$26,803.29 in CDBG Program income and \$131,729.28 in HOME Program income from Fiscal Year 2018 to supplement the funding of activities specified in the Fiscal Year 2020 Annual Action Plan, as set forth in Exhibit "A".

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes HOME Program CHDO funds from Fiscal Year 2019 to be programmed in the amount of \$52,172.55 to supplement the funding of activities in the Fiscal Year 2020 Annual Action Plan as listed in the attached Exhibit "A".

BE IT FURTHER RESOLVED that the City Council of the City of National City authorizes the submission of the Fiscal Year 2020 Annual Action Plan for the expenditure of said funds to the U.S. Department of Housing and Urban Development.

BE IT FURTHER RESOLVED that City Manager is hereby authorized to execute the final submission of the Fiscal Year 2020 Annual Action Plan, certifications, and agreements required by HUD for the full implementation of the activities funded under said Plan.

PASSED and ADOPTED this 7th day of May, 2019



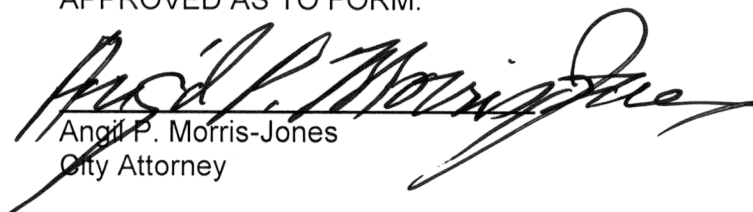
Alejandra Sotelo-Solis, Mayor

ATTEST:



For Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



Angil P. Morris-Jones
City Attorney

Passed and adopted by the Council of the City of National City, California, on May 7, 2019 by the following vote, to-wit:

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

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: ALEJANDRA SOTELO-SOLIS
Mayor of the City of National City, California



City Clerk of the City of National City, California

By: 
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2019-64 of the City of National City, California, passed and adopted by the Council of said City on May 7, 2019.

City Clerk of the City of National City, California

By: _____
Deputy

**FY 2019-2020 City of National City
Community Development Block Grant and HOME Investment Partnerships Program
Action Plan Funding**

CDBG Entitlement:	\$792,620.00	HOME Entitlement:	\$327,586.00
CDBG Program Income FY 2018:	\$26,803.29	HOME Program Income FY 2018:	\$131,729.28
CDBG Reallocation:	\$23,540.67	HOME CHDO Funds FY 2019:	\$52,172.55
Total CDBG funds available:	\$842,963.96	Total HOME funds available:	\$511,487.83

#	Applicant Name	Program Name	Amount
Community Development Block Grant (CDBG) Program			
Public Service Funds Available: \$118,893.00			
1	Community Services Department	Casa de Salud Youth Afterschool Program	\$ 48,818.00
2	National City Public Library	Literacy Services Program	\$ 50,610.00
3	Police Department (Sponsoring South Bay Community Services)	NCPD Support Service: Domestic Violence Response Team	\$ 19,465.00
Public Service Total:			\$ 118,893.00
Non-Public Services Funds Available: \$565,546.96			
4	Housing & Economic Development	Housing Inspection Program	\$ 53,664.46
5	Fire Department	Fire Station 34 Section 108 Loan Payment FY 2018 - 2019	\$ 511,882.50
Non-Public Service Total:			\$ 565,546.96
Planning and Administration Funds Available: \$158,524.00			
6	Housing & Economic Development	CDBG Program Administration	\$ 123,024.00
7	Housing & Economic Development (Sponsoring CSA San Diego County)	Fair Housing and Tenant-Landlord Education	\$ 35,500.00
Planning & Admin Total:			\$ 158,524.00
CDBG Total:			\$ 842,963.96
HOME Investment Partnerships (HOME) Program			
Project Funds Available: \$465,556.30			
8	Housing & Economic Development (Sponsoring South Bay Community Services)	Tenant Based Rental Assistance	\$ 364,245.85
9	Housing & Economic Development (Sponsoring Habitat for Humanity)	San Diego Habitat for Humanity Homeownership Project at 405-419 W. 18th St., National City	\$ 101,310.45
Total:			\$ 465,556.30
Planning & Administration Funds Available: \$46,460.94 (Estimated)			
10	Housing & Economic Development	HOME Program Administration	\$ 45,931.53
HOME Total:			\$ 511,487.83

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF NATIONAL CITY RATIFYING THE ACCEPTANCE OF AN AUGMENTATION TO THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) GRANT IN THE AMOUNT OF \$28,880 FOR THE NATIONAL CITY LIBRARY’S FISCAL YEAR 2019-2020 LITERACY PROGRAM, INCREASING THE TOTAL GRANT AMOUNT FROM \$18,000 TO \$46,880; AND AUTHORIZING THE ESTABLISHMENT OF LIBRARY GRANTS FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET

WHEREAS, since 1980, the California Library Literacy Services (“CLLS”) Grant is designed to support the Library’s Literacy Services Program to English-speaking adults who seek to improve their reading, writing, and math skills; and

WHEREAS, to determine the amount of funding for libraries that provide literacy services to their communities, the California State Library uses a funding formula consisting of the following three parts:

1. A baseline amount of \$18,000 to provide a minimum level of local literacy staffing and services;
2. A per capita amount per adult learner served in the previous year 2018-2019; and
3. A match of local funds earmarked for adult literacy services that is provided by a Community Development Block Grant awarded to the Library by the City Council on May 7, 2019 in the amount of \$50,610 to defray the personnel costs of the Literacy Coordinator who oversees the operation of the literacy program.

WHEREAS, the CLLS grant is provided to the Library in two payments each year; the first payment of \$18,000 is the baseline amount, and the second payment is determined by applying the other two parts of the formula (per capita and match) once the final report on the previous fiscal year is submitted to the State Library.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby ratifies the acceptance of grants funds in the amount of \$28,880 from the California Library Literacy Services to fund the National City Public Library’s Literacy Services Program for Fiscal Year 2019 – 2020 increasing the total grant amount from \$18,000 to \$46,880 and authorizes the establishment of Library Grants Fund appropriations and a corresponding revenue budget.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of an appropriation and corresponding revenue budget.

PASSED and ADOPTED this 21st day of January, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) approving the agreement between the National City Public Library and the Regents of the University of California on behalf of California Riverside Center for Bibliographic Studies, University of California Riverside to digitize 209 reels of newspapers on microfilm in the amount not-to-exceed \\$59,468; 2\) authorizing the City Manager to execute the agreement; 3\) accepting a donation from the Friends of the National City Public Library in the amount of \\$59,468 to defray the cost of digitization; and 4\) authorizing the establishment of a Library Donation Fund appropriation of \\$59,468 and corresponding revenue account. \(Library\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

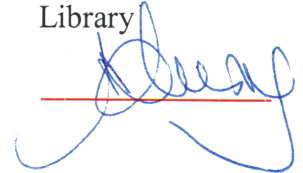
Resolution of the City Council of the City of National City: 1. approving the agreement between the National City Public Library and the Regents of the University of California on behalf of California Riverside Center for Bibliographic Studies, University of California Riverside to digitize 209 reels of newspapers on microfilm in the amount not-to-exceed \$59,468; 2. authorizing the City Manager to execute the agreement; 3. accepting a donation from the Friends of the National City Public Library in the amount of \$59,468 to defray the cost of digitization; and 4. authorizing the establishment of a Library Donation Fund appropriation of \$59,468 and corresponding revenue account. (Library)

PREPARED BY: Tommy Huynh

DEPARTMENT: Library

PHONE: 619-470-5883

APPROVED BY: _____



EXPLANATION:

See Staff Report.

FINANCIAL STATEMENT:

APPROVED: Mark Ralvito Finance

ACCOUNT NO.

277-31000-3637 Revenues
277-431-056-213-0000 Expenditures

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt resolution

BOARD / COMMISSION RECOMMENDATION:

Approved unanimously by the Library Board of Trustees on September 4, 2019.

ATTACHMENTS:

1. Resolution
2. Staff Report
3. Service Agreement and Statement of Work - Center for Bibliographic Studies, UC Riverside
4. Unconditional Donation of Personal Property – Friends of the National City Public Library



City Council Staff Report

January 21, 2020

ITEM TITLE

Resolution of the City Council of the City of National City: 1. Approving the agreement between the National City Public Library and the Regents of the University of California on behalf of California Riverside Center for Bibliographic Studies, University of California Riverside to digitize 209 reels of newspapers on microfilm in the amount not-to-exceed \$59,468; 2. Authorizing the City Manager to sign and execute the agreement; and 3. Accepting a donation from the Friends of the National City Public Library in the amount of \$59,468 to defray the cost of digitization.

BACKGROUND

In October 2014, The California State Library highlighted a resource that may be useful to California public libraries that were considering a local newspaper digitization project. The California Digital Newspaper Collection (CDNC), a project of the Center for Bibliographic Studies and Research (CBSR) at the University of California, Riverside, provides full-text online access to over 100,000 historical newspaper issues is a freely accessible repository of digitized California newspapers from 1846 to the present.

The Center for Bibliographical Studies and Research (CBSR) began digitizing newspapers in 2005 as one of the initial participants in the National Digital Newspaper Program (NDNP) run by the Library of Congress. CBSR received five two-year awards from NDNP and contributed more than half a million pages to the project, which is publicly accessible at <https://chroniclingamerica.loc.gov/>

In 2007 the CBSR launched the California Digital Newspaper Collection (CDNC) with the initial 100,000 pages contributed to NDNP and about 50,000 pages digitized through a grant from the California State Library through the Library Services and Technology Act (LSTA), which they administer. To date CBSR received twelve LSTA awards, 2005-2019, to digitize historic California newspapers and add them to the CDNC. Its first partnership with a local project was in 2008, with the Sausalito Public Library. Over the intervening years CBSR has partnered with more than 2 dozen institutions around the state to help them digitize their local newspapers. In total, the CDNC has digitized more than 12 million newspaper pages since its start in 2005.

For California and other repositories contemplating newspaper digitization projects, the CBSR offers free professional consultation to help guide these institutions through the complexities of digitization, standards, access, preservation and copyright. Libraries can collaborate with the

CBSR to have their California newspaper collections digitized and made publicly available through the CDNC. CDNC serves nearly 1.25 million users per year and is considered one of the best online newspaper repositories in the country. It is supported in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian.

DISCUSSION / ANALYSIS

What is important to the National City Public Library?

1. Preserving the newspapers collection
2. Having better and easier access to the collection
3. Not incurring expensive and ongoing maintenance costs

The digitization process scans the pages to create high-resolution TIFF images. TIFF images are then processed or “digitized” to create derivative files, including a JP2, PDF, and METS/AL TO XML for each page. The CDNC traditionally digitized to article-level rather than just page-level. Individual “segments” on a page – articles, illustrations, advertisement, etc. – are identified during digitization and can be retrieved by the researcher.

The Local History Room currently has a collection of 209 reels of local newspapers on microfilm as follows:

- National City Record:	1882 – 1903	10 reels
- National City News:	1903 – 1954	33 reels
- National City Star-News:	1955 – 1996	136 reels
- Chula Vista Star News	1996 – 2008	30 reels

Cost Comparison:

The National City Public Library reached out to three contractors specializing in microfilm digitization and received the following quotes:

1. California Revealed
 - TIFF at 400 PPI, 8-bit grayscale
 - XML files with descriptive and technical metadata
 - No hosting fee
 - Turnaround time: 10 months
 - Estimated cost: \$167,700
2. Backstage Library Works

- TIFF at 300 PPI, 8-bit grayscale
- Metadata at page-level
- Turnaround time: 12 – 18 months
- Estimated cost: \$153,000

3. Center for Bibliographic Studies – UC Riverside

- High resolution TIFF images
- Metadata at article-level
- No hosting fee on
- Turnaround time: 10 – 12 months
- Estimated cost: \$59,468

After thorough deliberation and comparison between the contractors, National City Public Library determines that the Center for Bibliographic Studies – UC Riverside through its California Digital Newspaper Collection (CDNC) Project offers high quality product at a lower cost.

FISCAL IMPACT

The cost of the newspapers on microfilm's digitization will be defrayed by a donation from the Friends of the National City Public Library.

RECOMMENDATION(S)

Adopt the resolution.

ATTACHMENT(S)

1. Service Agreement with the Center for Bibliographic Studies – UC Riverside and Statement of Work – Center for Bibliographic Studies – UC Riverside
2. Unconditional Donation of Personal Property – Friends of the National City Public Library

**SHORT FORM SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON
BEHALF OF CALIFORNIA RIVERSIDE CENTER FOR
BIBLIOGRAPHIC STUDIES, UC RIVERSIDE**

THIS AGREEMENT is entered into this 17th day of December, 2019, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and THE **REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF CALIFORNIA RIVERSIDE CENTER FOR BIBLIOGRAPHIC STUDIES, UC RIVERSIDE**, a California corporation (the "CONTRACTOR"), (each a "Party" and collectively the "Parties")

NOW, THEREFORE, CITY agrees to engage CONTRACTOR to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONTRACTOR shall digitize 209 reels of positive microfilm, estimated to be 177,650 pages, of the *National City Record*, *National City News*, and *National City Star-News* newspapers from 1882 through 2008.

2. **Length of Agreement.** The schedule is set forth below:
The duration of this Agreement is from December 17, 2019 through November 30, 2020.

3. **Compensation.** The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed a one-time cost of \$59,468. The compensation for CONTRACTOR'S work shall be based upon and not exceed the rates given in the attached Exhibit entitled "The Statement of Work" without prior written authorization from CITY and by this reference incorporated herein.

4. **Payment Schedule.** CITY will make payment within thirty (30) days of receiving and approving a billing statement for the satisfactorily completed services of CONTRACTOR.

5. **Termination.** Either Party may terminate this Agreement at any time by providing written notice to the other party. Upon termination the parties will work together to conclude project and cost in a matter that is mutually acceptable to both parties.

6. **Independent Contractor.** It is agreed that CONTRACTOR is an independent Contractor, and all persons working for or under the direction of CONTRACTOR are CONTRACTOR'S agents, servants and employees, and said persons shall not be deemed agents, servants, or employees of CITY.

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

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

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

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

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

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, 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. Said policies, except for the professional liability and workers’ compensation policies, shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and separate additional insured endorsements shall be provided.

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

I. Insurance shall be written with only insurers authorized to conduct business in California which 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.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with, and approved by the CITY's Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 7 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.

K. 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 7, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

L. If the CONTRACTOR 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 CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

City of National City shall defend, indemnify and hold University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City of National City its officers, agents, or employees.

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.

9. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 9. This Section 9 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

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

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

10. Acceptability of Work. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONTRACTOR.

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

12. 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 will 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.* CONTRACTOR 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. The CONTRACTOR shall comply with all laws, including federal, state, and local laws, whether now in force or subsequently enacted.

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 CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 7 and the indemnification and hold harmless provision of Section 8 of this Agreement.

N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party

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has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) 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, this Agreement is executed by CITY and by CONTRACTOR on the date and year first above written.

CITY OF NATIONAL CITY

THE CENTER FOR BIBLIOGRAPHIC STUDIES, UC RIVERSIDE

*(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)*


By: _____
Brad Raulston, City Manager

By:  _____
(Name)
Dean Milagros Peña
(Print)

APPROVED AS TO FORM:

Dean of CHASS
(Title)

By: _____
Angil P. Morris-Jones
City Attorney

By:  _____
(Name)
Bobbi McCracken
(Print)

AVC Business & Financial Services and Controller

CONTACT INFORMATION

CITY OF NATIONAL CITY

THE CENTER FOR BIBLIOGRAPHIC STUDIES, UC RIVERSIDE

1243 National City Boulevard
National City, CA 91950-4397
Phone: (619) 336-_____
Fax: (619) 336-_____
Contact:
Title:
Dep.:
Email:

INTS 2117B, 900 University Avenue
Riverside, CA 92521
Phone: 951-827-5841
Fax: 951-827-4120
Contact: Brian Geiger
Title: Project Manager
Email: brian.geiger@ucr.edu
Taxpayer I.D. No.

Statement of Work
Star News 1882-2008 Digitization

Project Title

“Digitization of the *National City Record*, *National City News*, and *National City Star-News* newspapers from 1882 to 2008”

Project Participants

This Statement of Work (SOW) is made and entered by and between The Center for Bibliographical Studies, UC Riverside [“Contractor”] and the National City Library [“Ordering Agency (Agency)”]. The Agency and Contractor agree as follows:

Project Manager – Agency

The Agency’s Project Manager is:

Name: Minh Duong

Address: National City Library

City: National City

State & Zip: 91950

Phone: 619-470-5882

Email: minh.duong@nationalcitylibrary.org

Project Manager –Contractor

The Contractor’s Project Manager is:

Name: Brian Geiger, Director

Address: CBSR, INTS 2117B, 900 University Avenue

City: Riverside

State & Zip: CA, 92521

Phone: 951-827-5841

Fax: 951-827-4120

Project Objectives and Requirements

The Contractor will digitize 177,650 pages of the *National City Record*, *National City News*, and *National City Star-News*, from 1882 through 2008. The Agency has 209 reels of positive microfilm they will deliver to the Contractor. The Contractor will subcontract with Backstage Library Works (BSLW) and Digital Divide Data (DDD) to have the microfilm scanned and processed. Both companies will invoice the CBSR for all work done. The Agency will pay the Contractor at the start of the project for the estimated costs for digitization and for transport of materials and files. The Contractor will provide the Agency with copies of all invoices, if requested. The Contractor will notify The Agency if funds run out before processing is completed and provide an estimate of the cost to finish processing the remaining images. If no additional funding can be provided for the remaining unprocessed images, The Contractor will complete the project up to the \$59,468 cost limit.

Scope of Work, Deliverables and Acceptance Criteria

Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Receive microfilm reels from Agency.
2. Contract with Backstage Library Works to create TIFF images from reels.

3. Contract with DDD to process images to create deliverables as defined below.
4. Conduct quality assessment of files created by DDD by loading into staging version of CDNC hosting software (<http://staging.cdnc.ucr.edu>) and make those files available to Agency also for QC.
5. Provide copies of files to Agency on external hard drive purchased by Agency.
6. Host the data in the CDNC (<http://cdnc.ucr.edu>) at no cost to the Agency.

The Contractor shall produce deliverables that conform to METS/ALTO specifications as described by the Library of Congress, scanned to article-level accuracy.

Timeline and Period of Performance

The project will start by 17 Nov 2019 and is projected to complete by 30 Nov 2020.

Costs

The Contractor assumes an average of 850 pages per reel. 850 pages/reel x 209 reels = 177,650 pages.

The cost to scan is \$0.07 per frame. Assuming the reels are filmed “2Up” or 2 pages per frame, which is usually the case, 88,825 frames at \$0.07/frame is \$6,217.75.

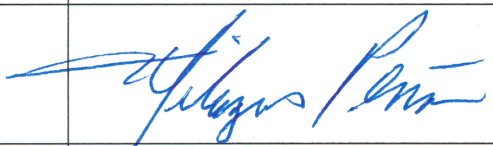
The cost to digitize is \$0.29/page. 177,650 pages at \$0.29/page is \$51,518.50.

UCOP charges the Contractor an “assessment” fee to manage funds collected. 3% of \$57,736.25 (\$6,217.75 + \$51,518.50) is \$1,732.

Total estimated cost is \$59,468.

Compensation and Payment

At the beginning of the project, The Agency shall pay The Contractor \$30,000 for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. The Agency will pay the Contractor the remaining balance, detailed in the invoices, at the completion of the project. Payment should be made to the “Regents of the University of California” a 501(c)(3).

Approved		Approved
National City Public Library		Regents of the University of California - Center for Bibliographic Studies, UC Riverside
		
Signature Minh Duong, City Librarian		Signature Dean Milagros Peña, Dean of CHASS
Date		Date 12/9/19



**UNCONDITIONAL DONATION OF PERSONAL PROPERTY
TO THE CITY OF NATIONAL CITY**

The Friends of the National City Public Library (hereinafter referred to as "the Donor") hereby makes an unconditional donation, in perpetuity, of \$59,468 earmarked towards the digitization of 209 reels of positive microfilm, estimated to be 177,650 pages of the *National City Record*, *National City News*, and *National City Star-News* newspapers from 1882 through 2008 (hereinafter referred to as "the Donation") to the City of National City. The digitization project will be contracted to the Center for Bibliographic Studies, University of Riverside, The Donor understands and acknowledges that pursuant to Sections 37354 and 37355 of the California Government Code, the City is authorized to accept said Donation for any public purpose that the City desires.

Due to the nature of the donation, the DONOR and his/her agents, heirs, successors and assigns hereby waive any and all rights they may have under the California Art Preservation Act, as set forth in Civil Code Section 987. The DONOR agrees that upon completion of the digitization project, the digitized newspaper collection which is created pursuant to this Agreement shall be transferred to and shall vest in the City of National City, and the DONOR hereby expressly waives and releases all rights of ownership to the collection, including those under Civil Code Section 988. The DONOR, his/her agents, heirs, successors and assigns also agree not to attempt to defeat this waiver by cooperating with any organization which seeks to bring an action under Civil Code Section 989.

The Donor hereby releases the City of National City and its officers, employees and volunteers, against and from any and all liability, loss, damages to property, claims, demands, suits, actions, proceedings, costs or attorney's fees, of any kind or nature, resulting from or arising out of the City's use of the Donation.

The individual executing this document on behalf of the Donor represents that he/she has the legal power, right and authority to bind the Donor; that all requisite action (corporate, trust, partnership or otherwise) has been taken by the Donor in connection with authorizing the execution of this document; that this document shall be legally enforceable as to the Donor; and that the execution of this document does not conflict with or result in the breach of any contract, bond, note or other agreement or instrument to which the Donor is a party.

Dated: 12/18/19

DONOR

By: Shirley A. Ferrill
(Authorized Representative)

For Office Use Only

Certificate of Insurance Approved _____

Date _____

RESOLUTION NO. 2020

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1. APPROVING THE AGREEMENT BETWEEN THE NATIONAL CITY PUBLIC LIBRARY AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF CALIFORNIA RIVERSIDE CENTER FOR BIBLIOGRAPHIC STUDIES, UNIVERSITY OF CALIFORNIA RIVERSIDE TO DIGITIZE 209 REELS OF NEWSPAPERS ON MICROFILM IN THE AMOUNT NOT-TO-EXCEED \$59,468; 2. AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; 3. ACCEPTING A DONATION FROM THE FRIENDS OF THE NATIONAL CITY PUBLIC LIBRARY IN THE AMOUNT OF \$59,468 TO DEFRAY THE COST OF DIGITIZATION; AND 4. AUTHORIZING THE ESTABLISHMENT OF A LIBRARY DONATION FUND APPROPRIATION OF \$59,468 AND CORRESPONDING REVENUE ACCOUNT

WHEREAS, In October 2014, The California State Library highlighted a resource that may be useful to California public libraries that were considering a local newspaper digitization project; and

WHEREAS, the California Digital Newspaper Collection (CDNC), a project of the Center for Bibliographic Studies and Research (CBSR) at the University of California, Riverside, provides full-text online access to over 100,000 historical newspaper issues is a freely accessible repository of digitized California newspapers from 1846 to the present; and

WHEREAS The Center for Bibliographical Studies and Research (CBSR) began digitizing newspapers in 2005 as one of the initial participants in the National Digital Newspaper Program (NDNP) run by the Library of Congress; and

WHEREAS, in 2007 the CBSR launched the California Digital Newspaper Collection (CDNC) with the initial 100,000 pages contributed to NDNP and about 50,000 pages digitized through a grant from the California State Library through the Library Services and Technology Act (LSTA), which they administered; and

WHEREAS, to date CBSR received twelve LSTA awards, 2005-2019, to digitize historic California newspapers and added them to the CDNC; and

WHEREAS, for California and other repositories contemplating newspaper digitization projects, the CBSR offers free professional consultation to help guide these institutions through the complexities of digitization, standards, access, preservation and copyright; and

WHEREAS, Libraries can collaborate with the CBSR to have their California newspaper collections digitized and made publicly available through the CDNC; and

WHEREAS, the CDNC serves nearly 1.25 million users per year and is considered one of the best online newspaper repositories in the country and is supported in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian; and

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**Resolution No 2020 –
Page Two**

WHEREAS, after thorough deliberation and comparison between the contractors, National City Public Library determines that the Center for Bibliographic Studies – UC Riverside through its California Digital Newspaper Collection (CDNC) Project offers high quality product at a lower cost of \$59,468; and

WHEREAS, the cost of the newspapers on microfilm’s digitization will be defrayed by a donation from the Friends of the National City Public Library.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the Agreement between the National City Public Library and the Regents of the University of California on behalf of California Riverside Center for Bibliographic Studies, University of California Riverside to digitize 209 reels of newspapers on microfilm in the amount not-to-exceed \$59,468. 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 the Agreement between the National City Public Library and the Regents of the University of California on behalf of California Riverside Center for Bibliographic Studies, University of California Riverside to digitize 209 reels of newspapers on microfilm in the amount not-to-exceed \$59,468.

BE IT FURTHER RESOLVED, that the City Council hereby accepts the donation from the Friends of the National City Public Library in the amount of \$59,468 to defray the cost of digitization.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the establishment of a Library Donation Fund appropriation of \$59,468 and corresponding revenue account.

PASSED and ADOPTED this 21st day of January, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of 20 feet of parallel 15-minute parking located adjacent to 811 "K" Avenue, in front of the future Vons Chicken to increase parking turnover for customers \(TSC No. 2019-16\).](#)
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 20 feet of parallel "15-minute" parking located adjacent to 811 "K" Avenue, in front of the future "Vons Chicken" to increase parking turnover for customers (TSC No. 2019-16).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388 C.H.

APPROVED BY: _____



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of 20 feet of parallel "15-minute" parking located at 811 "K" Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on December 11, 2019, the Traffic Safety Committee approved staff's recommendation to install 20 feet of parallel "15-minute" parking located at 811 "K" Avenue.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on December 11, 2019 (TSC No. 2019-16)
3. Resolution

EXPLANATION

Mr. Wing Chung, owner of "Vons Chicken" located at 811 "K" Avenue, has requested time restricted parking on "K" Avenue in front of the business in order to increase parking turnover for customers. Mr. Chung stated that the business is located in a residential/commercial area where the on-street parking is heavily impacted. Mr. Chung also mentioned that the property owner has only provided two (2) off-street parking spaces for the business. Furthermore, Mr. Chung stated that parking spaces in front of his business are frequently occupied by vehicles all day. According to Mr. Chung, the on-street parking is heavily impacted and that the conversion from unrestricted parking to "15-minute" parking will provide customers ample time to shop at the business and increase parking turnover for customers.

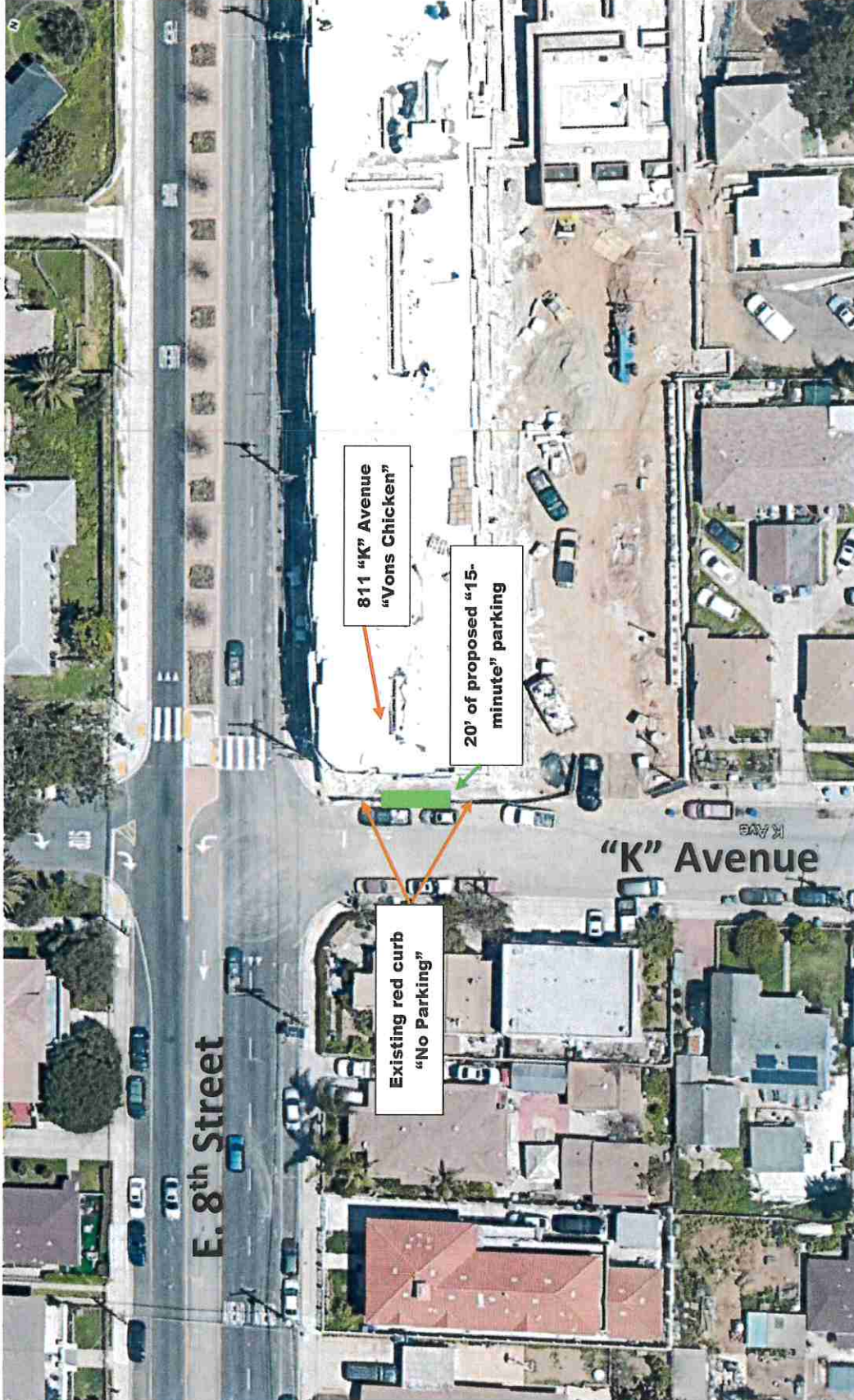
Staff visited the site and confirmed that the business is located on the corner of "K" Avenue and E. 8th Street. "K" Avenue is a 2-lane local roadway with on-street parking on both sides of the street. In front of the business there is approximately 40 feet, equal to two (2) parking spaces, of unrestricted parking available.

This item was presented to the Traffic Safety Committee on December 11, 2019. Mr. Chung was present and spoke in support of the item.

Staff presented the results of the site evaluation to the Traffic Safety Committee. After discussion, the Committee voted 2-1 to approve staff's recommendation to install 20 feet of parallel "15-minute" parking located adjacent to 811 "K" Avenue, in front of the future "Vons Chicken," to increase parking turnover for customers.

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

Location Map with Proposed Enhancements (TSC Item: 2019-16)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR DECEMBER 11, 2019**

ITEM NO. 2019-16

ITEM TITLE: REQUEST TO INSTALL 20 FEET OF PARALLEL "15-MINUTE" PARKING LOCATED AT 811 "K" AVENUE IN FRONT OF THE FUTURE "VONS CHICKEN" TO INCREASE PARKING TURNOVER FOR CUSTOMERS.

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

DISCUSSION:

Mr. Wing Chung, owner of "Vons Chicken", located at 811 "K" Avenue has requested time restricted parking on "K" Avenue in front of the business in order to increase parking turnover for customers. Mr. Chung stated that the business is located in a residential/commercial area where the on-street parking is heavily impacted. Furthermore, Mr. Chung stated that parking spaces in front his of his business are frequently occupied by vehicles all day. According to Mr. Chung, the conversion from unrestricted parking to "15-minute" parking will provide customers ample time to shop at the business and increase parking turnover for customers.

Staff visited the site and confirmed that the business is located on the corner of "K" Avenue and E. 8th Street. "K" Avenue is a 2-lane local roadway with on-street parking on both side of the street. Staff confirmed that the commercial building where the business is located does not offer off-street customer parking and that the on-street parking is heavily impacted. In front of the business there are approximately 40 feet, equal to two (2) parking spaces of unrestricted parking available, in front of the property on "K" Avenue.

STAFF RECOMMENDATION:

Staff recommends the installation of 20 feet of parallel "15-minute" parking located on 811 "K" Avenue in front of "Vons Chicken" to increase parking turnover for customers.

EXHIBITS:

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

2019-16



RECEIVED
ENG & PW DEPT.

2019 SEP 16 A 11:45

CITY OF NATIONAL CITY

CAF

PUBLIC REQUEST FORM

Contact Information

Name: WING CHUNG

Address: 811 K AVE, NATIONAL CITY, CA 91950

Phone: _____ Email: _____

Request Information

Location: 811 K AVE, NATIONAL CITY, CA 91950

Request: TO CHANGE A WHITE PARKING SPOT OUTSIDE OF
811 K AVE TO A GREEN PARKING SPOT, FOR THE
CONVENIENCE PICK UP & DROP OFF FOR THE NEW
BUSINESS

Attachments: Yes No Description: CHANGE COLOR ON PARKING SPOT

Internal Use Only:

Request Received By: _____ Date: _____

Received via: Counter/In-Person Telephone Email Fax Referral: _____

Assigned To: _____

Notes: _____



December 4, 2019

RESIDENT/PROPERTY OWNER

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2019-16

**REQUEST TO INSTALL 20 FEET OF PARALLEL "15-MINUTE" PARKING
LOCATED AT 811 "K" AVENUE IN FRONT OF THE FUTURE "VONS CHICKEN"
TO INCREASE PARKING TURNOVER FOR CUSTOMERS.**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, December 11, 2019, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

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

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2019-16.

Sincerely,

Stephen Manganiello
City Engineer

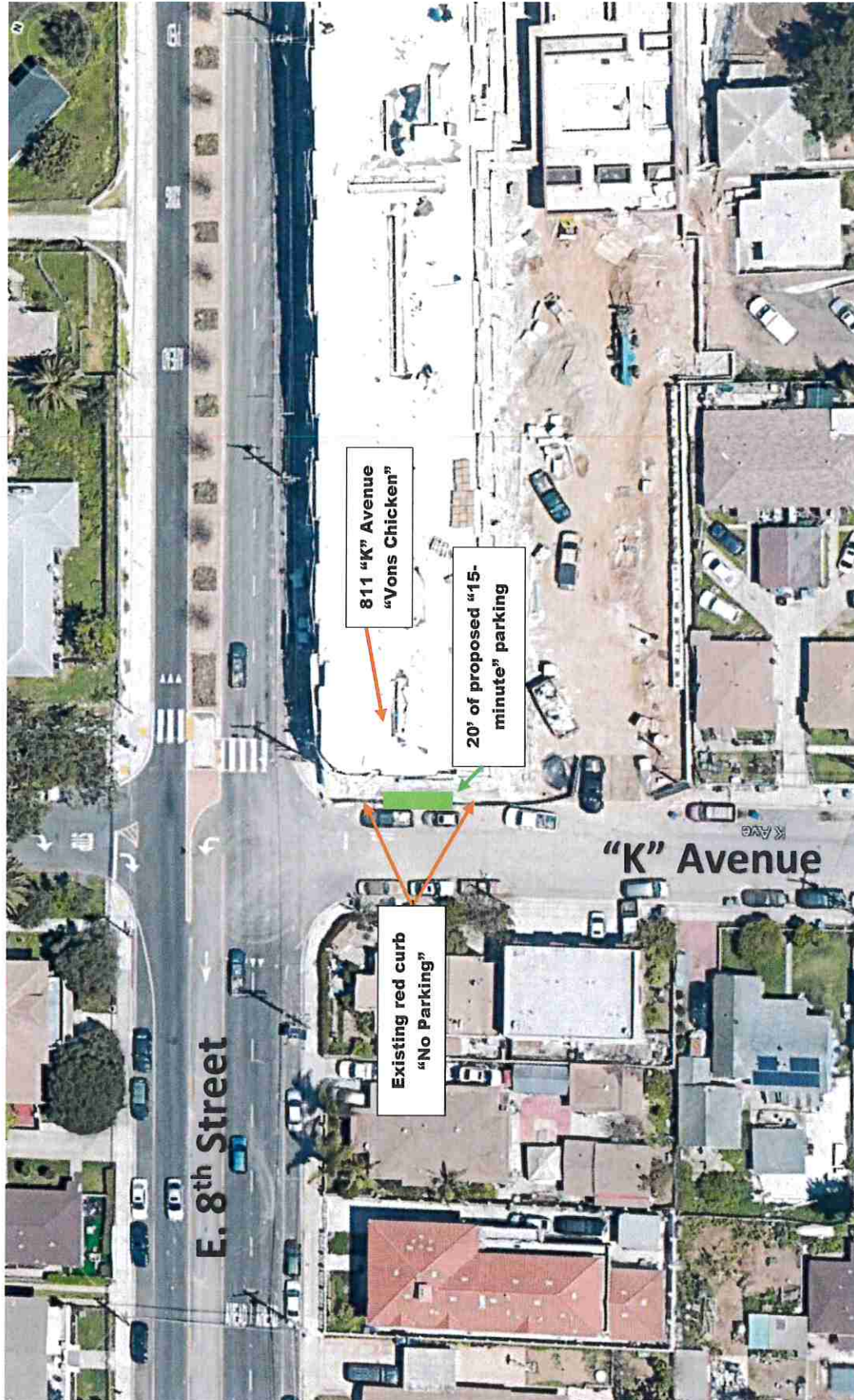
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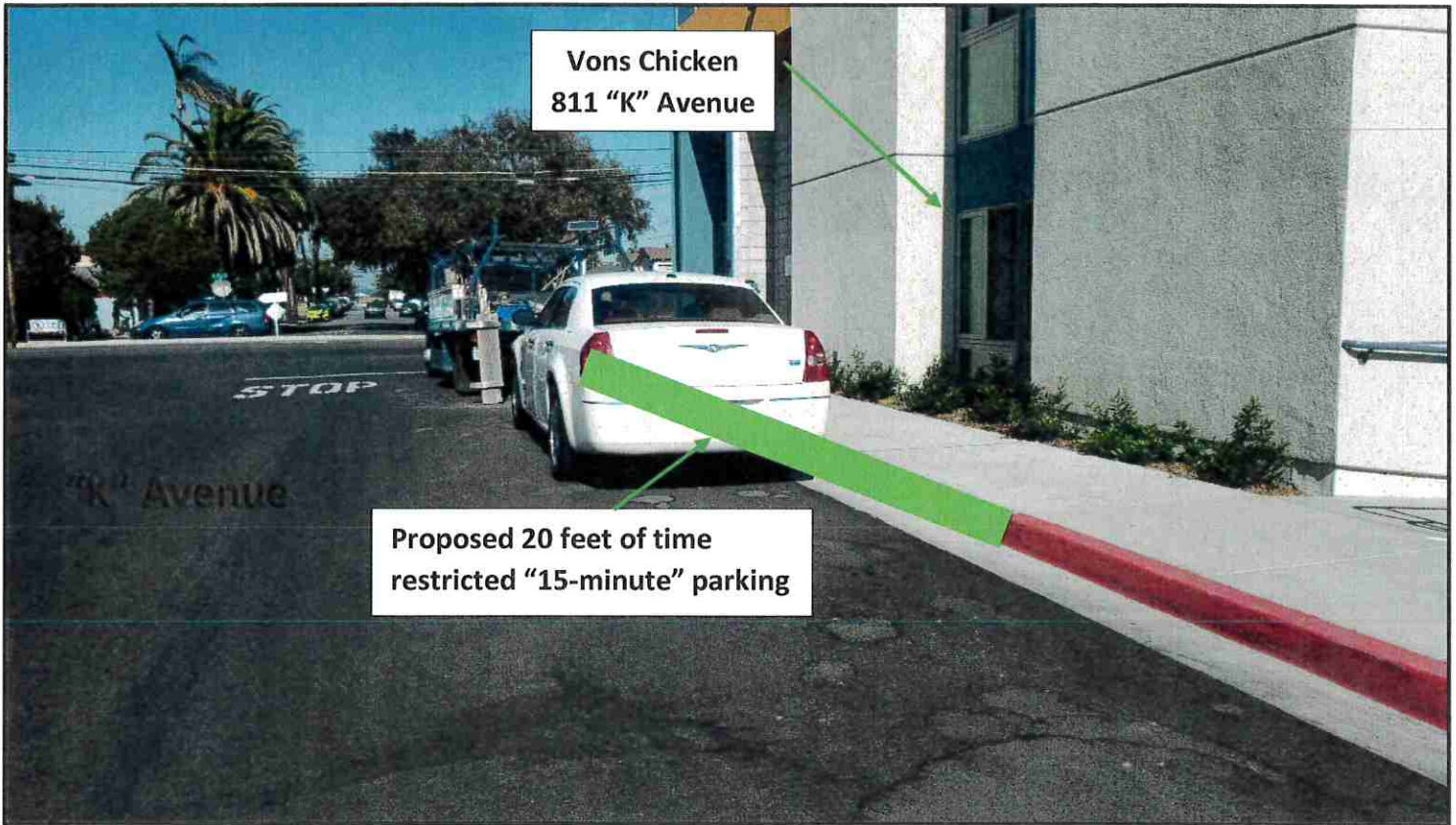
Enclosure: Location Map

2019-16

1234 National City Boulevard, National City, CA 91950-6530
(619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Proposed Enhancements (TSC Item: 2019-16)

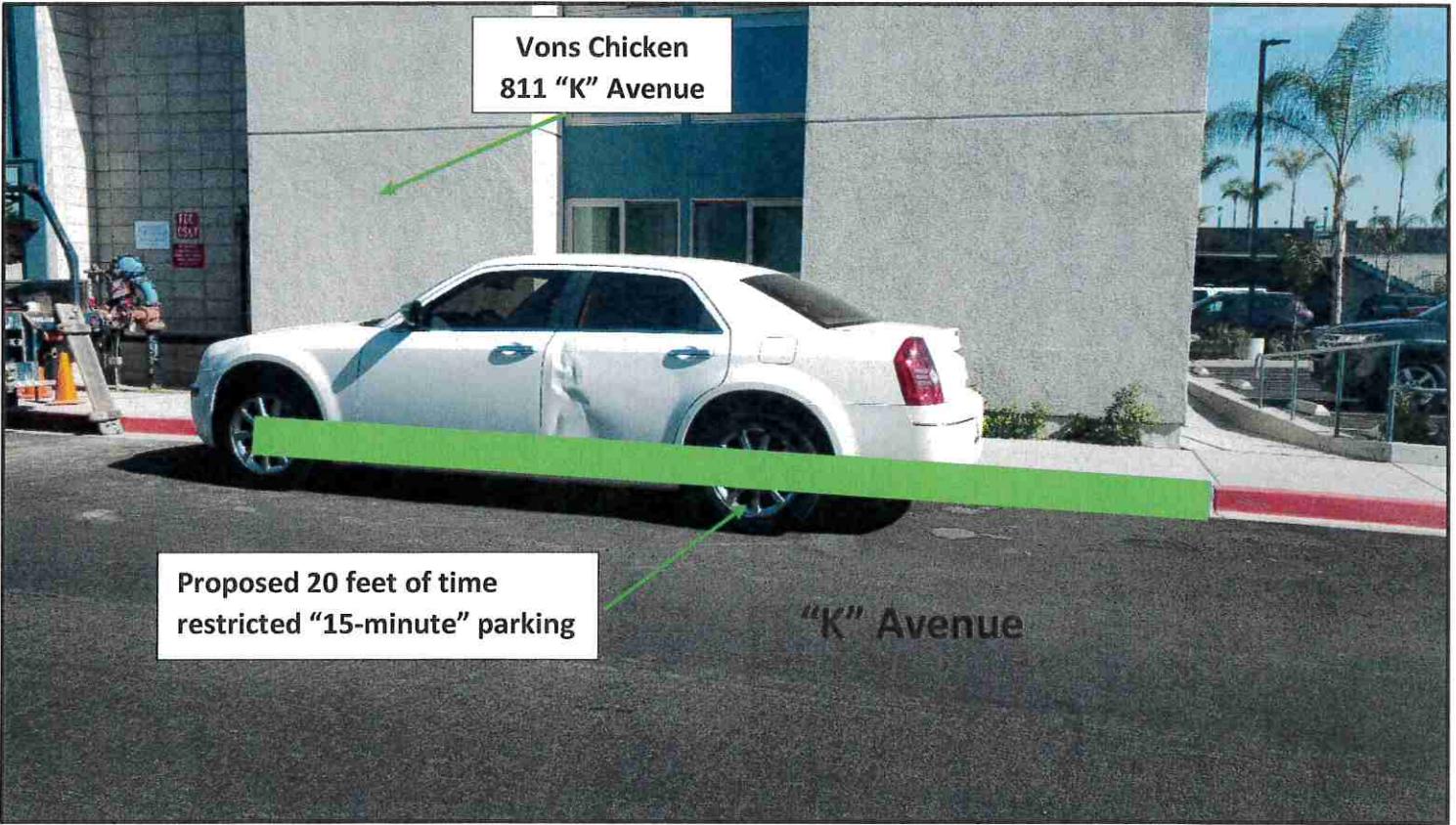




Vons Chicken
811 "K" Avenue

Proposed 20 feet of time
restricted "15-minute" parking

Location of proposed installation of time restricted parking located at 811 "K" Avenue (looking north)



Vons Chicken
811 "K" Avenue

Proposed 20 feet of time
restricted "15-minute" parking

"K" Avenue

Location of proposed installation of time restricted parking located at 811 "K" Avenue (looking east)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF 20 FEET OF PARALLEL “15-MINUTE”
PARKING LOCATED ADJACENT TO 811 “K” AVENUE, IN FRONT OF THE
FUTURE “VONS CHICKEN” TO INCREASE PARKING TURNOVER FOR
CUSTOMERS (TSC NO. 2019-16)**

WHEREAS, Mr. Wing Chung, owner of “Vons Chicken” located at 811 “K” Avenue, has requested time restricted parking on “K” Avenue in front of his business in order to increase parking turnover for customers; and

WHEREAS, staff visited the site and confirmed that Vons Chicken is located on the corner of “K” Avenue and E. 8th Street and that “K” Avenue is a 2-lane local roadway with on-street parking on both sides of the street; and

WHEREAS, staff also confirmed in front of Vons Chicken that there is approximately 40 feet, equal to two (2) parking spaces, of unrestricted parking available; and

WHEREAS, on December 11, 2019, the Traffic Safety Committee voted unanimously to approve staff’s recommendation to install 20 feet of parallel “15-minute” parking located adjacent to 811 “K” Avenue, in front of the future “Vons Chicken,” to increase parking turnover for customers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of 20 feet of parallel “15-minute” parking located adjacent to 811 “K” Avenue, in front of the future “Vons Chicken,” to increase parking turnover for customers.

PASSED and ADOPTED this 21st day of December, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) awarding a contract to Next Stage Engineering in the not-to-exceed amount of \\$401,800 for the City Hall Ceiling Replacement Project, CIP No. 19-53; 2\) authorizing a 15% contingency in the amount of \\$60,270 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Next Stage Engineering in the not-to-exceed amount of \$401,800 for the City Hall Ceiling Replacement Project, CIP No. 19-53; 2) authorizing a 15% contingency in the amount of \$60,270 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: MIS

Contract Award - \$401,800

Expenditure Account No. 001-409-500-598-1500 (Facility Upgrades) – \$401,800

15% Contingency – \$60,270

Expenditure Account No. 001-409-500-598-1500 (Facility Upgrades) – \$60,270

Funds are appropriated in the above accounts.

ENVIRONMENTAL REVIEW:

Categorical Exemption under CEQA Guidelines.

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

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Next Stage Engineering in the not-to-exceed amount of \$401,800 for the City Hall Ceiling Replacement Project, CIP No. 19-53.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

EXPLANATION

The City Hall Ceiling Replacement Project will consist of the removal and replacement of the existing ceiling grid and tiles on the 2nd, 1st, and basement floors of City Hall. The project will also provide new updated light fixtures, HVAC registers and fire suppression sprinkler modifications as necessary, to tie into the new ceiling system.

On December 5, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On December 9, 2019 and December 11, 2019, the bid solicitation was advertised in local newspapers.

On December 19, 2019, two (2) bids were received by the 10:00 a.m. deadline. Next Stage Engineering was the apparent lowest bidder with a total bid amount of \$401,800. Upon review of all documents submitted, Next Stage Engineering's bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Next Stage Engineering in the not to exceed amount of \$401,800 and to authorize a 15% contingency in the amount of \$60,270 to address any unforeseen conditions that may arise.

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

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



BID OPENING SUMMARY

NAME: CITY HALL CEILING REPLACEMENT PROJECT
CIP NO: 19-53
DATE: Thursday, December 19, 2019
TIME: 10:00 A.M.
ESTIMATE: \$450,000.00
PROJECT ENGINEER: Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA #1,2	BID SECURITY - BOND
1.	Next Stage Engineering 516 W Shaw Avenue, Suite 200 Fresno, CA 93704	\$401,800.00	Yes	Bond
2.	Conan Construction Inc. 5937 Darwin Court Suite 103 Carlsbad, CA 92008	\$436,996.00	Yes	Bond

Bid Results for City Hall Ceiling Replacement Project (CIP No. 19-53)

Item No.	Description	Unit	Qty.	Next Stage Engineering Inc.		Conan Construction, Inc.	
Base Bid							
1	~5,192 square feet (SF) Removal of existing ceiling grid; lighting; and HVAC registers and replacing ceiling system (grid & tile); lighting, and HVAC registers. This work can be performed during normal business hours	LS	1	\$196,800.00	\$196,800.00	\$322,319.00	\$322,319.00
2	~1364 square feet (SF) Removal of existing ceiling grid; lighting; and HVAC registers and replacing ceiling system (grid & tile); lighting, and HVAC registers. This work will need to be performed during off hours as described in the scope of work	LS	1	\$82,000.00	\$82,000.00	\$84,677.00	\$84,677.00
3	~ 1,244 square feet (SF) of replacing old ceiling tiles with new ones (occurs in basement only)	LS	1	\$49,200.00	\$49,200.00	\$15,000.00	\$15,000.00
4	Provide fire watch 24 hours a day for 7 days a week while the ceiling grid and tile work is occurring	LS	1	\$73,800.00	\$73,800.00	\$15,000.00	\$15,000.00
Sub Total				\$401,800.00		\$436,996.00	

OWNER - CONTRACTOR AGREEMENT

CITY HALL CEILING REPLACEMENT PROJECT, CIP NO. 19-53

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Next Stage Engineering & Construction ("Contractor")**, 516 W. Shaw Ave., Ste. 200, Fresno, CA 93704, on the 21st of January, 2020, for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner.

Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS

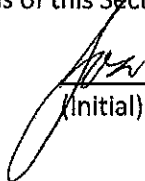
This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

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

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


(Initial)


(Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

Alejandra Sotelo-Solis
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

Contractor:

Next Stage Engineering & Construction



(Owner/Officer signature)

Joe Munoz, Sr. Project Manager

Print name and title



(Owner/Officer signature)

Abel Orozco, Managing Member

Print name and title

434032

Contractor's City Business License No.

1033104, Class B General Building Contractor
State Contractor's License No. and Class

516 W Shaw Ave, Suite 200
Business street address

Fresno, CA 93704
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

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

CORPORATE CERTIFICATE

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

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

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF California)

) ss

COUNTY OF sonoma)

On this 12 day of January, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

Abel OROSCO



(Notary Seal)

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

Signature: Matt McIlroy Tyler

Name (Type or Print): Matt McIlroy Tyler
(Notary Public in and for said County and State)

My Commission expires: December 15, 2020

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO NEXT STAGE ENGINEERING IN THE NOT-TO-EXCEED AMOUNT OF \$401,800 FOR THE CITY HALL CEILING REPLACEMENT PROJECT, CIP NO. 19-53; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$60,270 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the City Hall Ceiling Replacement Project will consist of the removal and replacement of the existing ceiling grid and tiles on the 2nd, 1st, and basement floors of City Hall, updated light fixtures, HVAC registers and fire suppression sprinkler modifications as necessary, to tie into the new ceiling system; and

WHEREAS, at the 10:00 a.m. deadline on December 19, 2019, two (2) bids were received electronically by the Engineering Department for the City Hall Ceiling Replacement Project; and

WHEREAS, Next Stage Engineering, was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$401,800; and

WHEREAS, a 15% contingency amount up to \$60,270 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the City Hall Ceiling Replacement Project, CIP No. 19-53, to the lowest responsive, responsible bidder, to wit:

Next Stage Engineering

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of **\$401,800** with Next Stage Engineering for the City Hall Ceiling Replacement Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council authorizes a 15% contingency in the amount of up to \$60,270.00 for any unforeseen changes.

PASSED and ADOPTED this 21st day of January, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Financial Credit Network, Inc. for collection services, extending the Agreement to June 30, 2020.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Financial Credit Network, Inc. for collection services, extending the Agreement to June 30, 2020.

PREPARED BY: Mark Roberts, Director of Finance

DEPARTMENT: Finance

PHONE: 619-336-4330

APPROVED BY: Mark Roberts

EXPLANATION:

The City of National City entered into an agreement with Financial Credit Network, Inc. on December 6, 2016 for collection services for the City for the period of December 6, 2016 through June 30, 2019 with an option for the City to extend the agreement under the same terms and conditions for up to two (2) additional years beyond the initial contract expiration date.

Staff seeks approval to exercise the first one (1) year option. This Amendment would extend the Agreement for a one-year term ending June 30, 2020.

FINANCIAL STATEMENT:

APPROVED: Mark Roberts **FINANCE**

APPROVED: _____ **MIS**

Collections fees vary by collection type; however, the City incurs no direct cost for these services. Fees are deducted from monies collected.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution, authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Financial Credit Network, Inc. for collection services, extending the Agreement to June 30, 2020.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Financial Credit Network, Inc. agreement amendment
2. Resolution

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
FINANCIAL CREDIT NETWORK, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this 21st day of January, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and FINANCIAL CREDIT NETWORK, INC., a California corporation (the “CONSULTANT”).

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on December 6, 2016, (“the Agreement”) wherein the CONSULTANT agreed to provide collection services for the City for the period of December 6, 2016 through June 30, 2019 with two additional one-year options; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement for one year to June 30, 2020.

AGREEMENT

NOW, THEREFORE, the CITY and CONSULTANT parties agree as follows:

This Amendment extends the term of the Agreement through June 30, 2020; and

The parties agree that each and every term and provision of the agreement dated December 6, 2016 not specifically amended shall remain in full force and effect.

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

[Signature Page to Follow]

CITY OF NATIONAL CITY

FINANCIAL CREDIT NETWORK, INC.

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
(Name)

(Print)

APPROVED AS TO FORM:

(Title)

Angil Morris-Jones
City Attorney

By: _____
(Name)

(Print)

(Title)

FINANCIAL CREDIT NETWORK, INC.
RATES TO PERFORM COLLECTION
SERVICES

Fees for collections services for delinquent accounts receivable forwarded by the City of National City (“City”) to Financial Credit Network, Inc. (“FCN”) are contingent upon collection on said delinquent accounts receivable. Fees will be deducted from collections in accordance with the following schedule:

<u>Description</u>	<u>Contingency Fee</u>
Primary Placements for:	
1. Administrative citations	24%
2. Business licenses	24%
3. False alarm billing	24%
4. Property damage	24%
5. Returned checks	24%
6. Miscellaneous receivables	24%
Court action for primary placements for all account types (if required)	34%
Transfer of account to an out-of-area agency for collection (forwarding)	34%
Franchise Tax Board Intercept Program finder’s fee	8%
Future Primary Placements not enumerated in 1-6 in this Exhibit B	24%
Future court action for Primary Placements not enumerated in 1-6 in this Exhibit <u>AB</u>	34%

The City shall not incur any costs for collection services. All monies due to FCN shall be deducted from collections by the Consultant; however, the City shall be invoiced for all fees deducted on a monthly basis.

A detailed accounting of collections, less City-owned fees will accompany each remittance to the City.

Additional fees may not be added to the principal amount of any debt to the City without prior written approval from the City. Notwithstanding approval by the City, additions must be in accordance with all applicable federal and state laws.

RESOLUTION NO. 2020

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE
AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND FINANCIAL
CREDIT NETWORK, INC. FOR COLLECTION SERVICES, EXTENDING THE
AGREEMENT TO JUNE 30, 2020**

WHEREAS, the City desired to employ a consultant to provide debt collection services for collection of delinquent indebtedness owed to the City; and

WHEREAS, the City determined that Financial Credit Network, Inc., is a professional collection agency and is qualified by experience and ability to perform the services desired by the City; and

WHEREAS, on December 6, 2016, the City entered into an Agreement with Financial Credit Network, Inc. to perform such services for a period of December 6, 2016 through June 30, 2019 with an option to extend for two additional one-year terms; and

WHEREAS, staff seeks approval to execute the first one (1) year amendment to extend the Agreement for a one year term ending June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the first one (1) year amendment to extend the Agreement with Financial Credit Network, Inc., for a one year term ending June 30, 2020 for debt collection services for collection of delinquent indebtedness owed to the City. Said first amendment to the Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 21st day of January, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Chandler Asset Management, Inc. for investment management and investment advisory services, extending the Agreement to November 15, 2020. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Chandler Asset Management, Inc. for investment management and investment advisory services, extending the Agreement to November 15, 2020.

PREPARED BY: Mark Roberts, Director of Finance

DEPARTMENT: Finance

PHONE: 619-336-4330

APPROVED BY: Mark Roberts

EXPLANATION:

The City of National City entered into an agreement with Chandler Asset Management, Inc. on November 15, 2016 for investment management and investment advisory services for the City for the period of November 16, 2016 through November 15, 2019 with an option for the City to extend the agreement under the same terms and conditions for up to two (2) additional years beyond the initial contract expiration date.

Staff seeks approval to exercise the first one (1) year option. This Amendment would extend the Agreement for a one-year term ending November 15, 2020.

FINANCIAL STATEMENT:

APPROVED: Mark Roberts **FINANCE**

APPROVED: _____ **MIS**

Based on the balance of the investment portfolio managed by Chandler Asset Management, Inc. as of December 31, 2019, the estimated annual cost is \$27,000.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution, authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Chandler Asset Management, Inc. for investment management and investment advisory services, extending the Agreement to November 15, 2020.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Chandler Asset Management, Inc. agreement amendment
2. Resolution

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
CHANDLER ASSET MANAGEMENT, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this 21st day of January, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and CHANDLER ASSET MANAGEMENT, INC., a California corporation (the “CONSULTANT”).

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on November 15, 2016, (“the Agreement”) wherein the CONSULTANT agreed to provide investment management and investment advisory services for the City for a term of three years with two additional one-year options; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement for one year to November 15, 2020.

AGREEMENT

NOW, THEREFORE, the CITY and CONSULTANT parties agree as follows:

This Amendment extends the term of the Agreement for the time period November 16, 2019 through November 15, 2020; and

The parties agree that each and every term and provision of the agreement dated November 15, 2016 not specifically amended shall remain in full force and effect.

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

[Signature Page to Follow]

CITY OF NATIONAL CITY

**CHANDLER ASSET MANAGEMENT,
INC.**

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
(Name)

(Print)

APPROVED AS TO FORM:

(Title)

Angil Morris-Jones
City Attorney

By: _____
(Name)

(Print)

(Title)

CHANDLER ASSET MANAGEMENT, INC.
RATES

The CITY shall compensate the CONSULTANT an amount calculated on the average market value of the CITY'S assets under management by the CONSULTANT, including accrued interest, in accordance with the following schedule:

Assets under Management	Annual Asset Management Fee
First \$10 million	0.10 of 1% (10 basis points)
Next \$30 million	0.08 of 1% (8 basis points)
Assets in excess of \$40 million	0.06 of 1% (6 basis points)

The fees expressed above do not include custody fees the CITY may incur for third party custodial services.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. The CITY is not required to pay any start-up or closing fees; there are not penalty fees.

Fees shall be charged monthly in arrears and debited directly for the CITY'S third party custody account.

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE
AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND CHANDLER
ASSET MANAGEMENT, INC. FOR INVESTMENT MANAGEMENT AND INVESTMENT
ADVISORY SERVICES, EXTENDING THE AGREEMENT TO NOVEMBER 15, 2020**

WHEREAS, the City desired to employ a consultant investment management and investment advisory services for the City; and

WHEREAS, the City determined that Chandler Asset Management, Inc., is an investment advisor registered with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, and is qualified by experience and ability to perform the services desired by the City; and

WHEREAS, on November 15, 2016, the City entered into an Agreement with Chandler Asset Management, Inc. to perform such services for a period of November 16, 2016 through November 15, 2019 with an option to extend for two additional one-year terms; and

WHEREAS, staff seeks approval to execute the first one (1) year amendment to extend the Agreement for a one year term ending November 15, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the first one (1) year amendment to extend the Agreement with Chandler Asset Management, Inc. for a one year term ending November 15, 2020 for investment management and investment advisory services for the City. Said first amendment to the Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 21st day of January, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and NHA Advisors, LLC for municipal advisory services, extending the Agreement to December 31, 2020. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and NHA Advisors, LLC for municipal advisory services, extending the Agreement to December 31, 2020.

PREPARED BY: Mark Roberts, Director of Finance

DEPARTMENT: Finance

PHONE: 619-336-4330

APPROVED BY: Mark Roberts

EXPLANATION:

The City of National City entered into an agreement with NHA Advisors, LLC on January 17, 2017 for municipal advisory services for the City for the period of January 17, 2017 through December 31, 2019 with an option for the City to extend the agreement under the same terms and conditions for up to two (2) additional years beyond the initial contract expiration date.

Staff seeks approval to exercise the first one (1) year option. This Amendment would extend the Agreement for a one-year term ending December 31, 2020.

FINANCIAL STATEMENT:

APPROVED: Mark Roberts **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

001-404-045-213 (Professional Services)

Expenses vary depending upon services required; however, since agreement inception, costs have totaled approximately \$20,000.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution, authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and NHA Advisors, LLC for municipal advisory services, extending the Agreement to December 31, 2020.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. NHA Advisors, LLC agreement amendment
2. Resolution

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
NHA ADVISORS, LLC**

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this 21st day of January, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and NHA ADVISORS, LLC, a California limited liability company (the “CONSULTANT”).

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on January 17, 2017, (“the Agreement”) wherein the CONSULTANT agreed to provide municipal advisory services for the City for the period of January 17, 2017 through December 31, 2019 with two additional one-year options; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement for one year to December 31, 2020.

AGREEMENT

NOW, THEREFORE, the CITY and CONSULTANT parties agree as follows:

This Amendment extends the term of the Agreement for the time period January 1, 2020 through December 31, 2020; and

The parties agree that each and every term and provision of the agreement dated January 17, 2017 not specifically amended shall remain in full force and effect.

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

[Signature Page to Follow]

CITY OF NATIONAL CITY

NHA ADVISORS, LLC

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
(Name)

(Print)

APPROVED AS TO FORM:

(Title)

Angil Morris-Jones
City Attorney

NHA ADVISORS, LLC

**HOURLY RATES AND MAXIMUM FEE TO
PERFORM MUNICIPAL ADVISORY SERVICES**

For projects not directly related to the issuance of any debt obligations, the City of National City (“City”) will be billed at the following hourly rates:

Principal	\$275
Vice President	\$225
Associate	\$175
Analyst	\$125
Administrative	\$75

The City will reimburse NHA for reasonable and necessary out-of-pocket expenses, including but not limited to data resources, photocopying, postage, and delivery. California travel will not be considered a reimbursable expense.

For projects associated with the issuance of notes, bonds, or other obligations, the City will compensate NHA in accordance with the table below. The ranges provided in the table are indicative. NHA’s specific compensation on a project, which shall be agreed upon prior to commencement of the project, will depend upon the time required to complete the process, which is typically a function of credit quality, structure, and nature/extent of NHA’s role, and NHA’s expected time commitment.

<u>Project</u>	<u>Fee Range</u>
Tax and Revenue Anticipation Notes	\$17,500 - \$22,500
Certificates of Participation	\$42,500 - \$67,500
Tax Allocation Bonds	\$47,500 - \$92,500
Revenue Bonds	\$47,500 - \$72,500
Assessment Districts	\$32,500 - \$72,500
Community Facilities Districts	\$37,500 - \$72,500

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE
AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND NHA
ADVISORS, LLC FOR MUNICIPAL ADVISORY SERVICES, EXTENDING THE
AGREEMENT TO DECEMBER 31, 2020**

WHEREAS, the City desired to engage a consultant for municipal advisory services for the City; and

WHEREAS, the City determined that NHA Advisors, LLC., is an investment advisor registered with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, and is qualified by experience and ability to perform the services desired by the City; and

WHEREAS, on January 17, 2017, the City entered into an Agreement with NHA Advisors, LLC to perform such services for a period of January 17, 2017 through December 31, 2019 with an option to extend for two additional one-year terms; and

WHEREAS, staff seeks approval to execute the first one (1) year amendment to extend the Agreement for a one year term ending December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the first one (1) year amendment to extend the Agreement with NHA Advisors, LLC., for a one year term ending December 31, 2020 for municipal advisory services for the City. Said first amendment to the Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 21st day of January, 2020

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 for approving the Agreement between the City of National City and Meyers Nave, Riback, Silver & Wilson, a Professional Law Corporation for legal services in the specialized area of labor law for the not to exceed amount of a total of \\$75,000. \(Human Resources\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City for approving the Agreement between the City of National City and Meyers Nave, Riback, Silver & Wilson, a Professional Law Corporation for legal services in the specialized area of labor law for the not to exceed amount of a total of \$75,000.

PREPARED BY: Robert J. Meteau, Jr.

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY: 

EXPLANATION:

The City of National City engages outside legal support for some specialized areas. Since August, 2009, Meyers Nave, Riback, Silver & Wilson, a Professional Law Corporation has served as the City's subject matter expert in the area of labor law. In February 2018, the City entered into an agreement with Meyers Nave Professional Law Corporation to provide support to the City Council, City Manager and staff in performing such functions as the full range of services related to the negotiation, drafting and implementation of agreements with employee labor associations and proactively advising on current legal trends and issues related to labor negotiations and agreements.

The Meyers Nave, Riback, Silver & Wilson firm has been instrumental in providing support to the City through the labor negotiation process with its three formal labor groups. This agreement includes advising the City on labor relation matters with the miscellaneous and safety employee groups, that are represented and unrepresented.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Account # 001-409-000-213 (Professional Services) - \$75,000.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution authorizing the Agreement between the City of National City and Meyers Nave, Riback, Silver & Wilson, a Professional Law Corporation for legal services in the specialized area of labor law for the not to exceed amount of a total of \$75,000.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Resolution
Agreement

**AGREEMENT FOR LEGAL SERVICES BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
MEYERS NAVE RIBACK, SILVER & WILSON, PLC**

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made on the 21st day of January, 2020 between THE CITY OF NATIONAL CITY, a municipal corporation, (the "CITY") and MEYERS, NAVE, RIBACK, SILVER & WILSON, a professional law corporation, (the "FIRM"). This Agreement sets forth the parties' mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist the CITY by providing as-needed, general legal services regarding municipal law matters.

Article 2. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: perform the full range of services related to the negotiation, drafting and implementation of MOUs, including proactively advising on current legal trends and issues related to labor negotiations and agreements. Specific responsibilities include, but are not limited to:

1. Representing the City as Lead Negotiator in City negotiations with the City's Municipal Employees Association and National City Firefighters labor groups.
2. Advising the City on structuring and conducting labor negotiations with the miscellaneous and safety employee labor groups, that are represented and unrepresented.
3. Drafting terms of the MOUs to ensure clarity and fairness to the City.
4. Advising the City on legal issues related to the interpretation and application of the terms of the MOUs.
5. Recommending innovative methods for reaching agreement with labor unions in challenging economic times.
6. Advising the City on all aspects of labor relations, including but not limited to the City's bargaining obligations, unfair labor practice charges, new developments in labor law, interpretation and application of City's memoranda of understanding, policies, procedures and rules and drafting revisions to same, and advising the City on the development or revision of policies in a manner consistent with current labor trends and labor law.
7. Meeting with and providing reports to various City of National City representatives including City Council, City Manager, Director of Human Resources and the City Attorney's Office.
8. Working closely with the City Attorney's Office and the Human Resources Department regarding all aspects of representation.

This Agreement retains the legal services of Meyers Nave and recognizes that various attorneys and/or paralegals may be assigned to work on the CITY's matters. However, it is understood and agreed

that Edward L. Kreisberg, a Principal of the FIRM shall be the principal in charge of representing the CITY's interests and shall attend all meetings with labor groups, the City Manager, and the City Council where the services of the CITY's Chief Labor Negotiator are required unless otherwise agreed to in advance by the CITY.

Article 3. Compensation. Compensation paid under this Agreement shall be as follows:

Principal	\$375/hour
Senior Of Counsel/Senior Associate	\$345/hour
Of Counsel/Associate	\$315/hour
Paralegal	\$185/hour

A. The FIRM shall not use more than one attorney for the same specific task without the CITY's approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 2 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$75,000 for legal services and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time and for reimbursement of travel expenses.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.
(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM's failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY's prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(9) Late payment charge and/or interest. Due to the nature of the CITY's payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to Robert Meteau, Jr., Director of Human Resources, 140 E. 12th Street, Suite A National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in 10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference ("telephone call re: trial brief," "interview in preparation for deposition").

(e) The biller's professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail without prior written approval from the CITY.

(b) Due to the nature of the CITY's payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Staffing is a CITY decision, and the CITY's representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 4. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 5. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 6. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 7. Acceptability of Work. The CITY retains all of its rights regarding termination of this Agreement as well as 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 FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, inform the FIRM of its conclusions regarding the quality or acceptability of the work, the manner of performance and the compensation payable to the FIRM. If the CITY does not pay the FIRM's bills for services rendered, the FIRM has the right to withdraw from this contract engagement.

Article 8. Indemnification. The FIRM agrees to defend, indemnify and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM's employees, agents, officers, or volunteers which arise from or are caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

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.

Article 9. Insurance. The FIRM shall not commence work under this Agreement until it has obtained all insurance required in this Article with a company or companies acceptable to the CITY. At its sole cost and expense, the FIRM shall take and maintain in full force and effect at all times during the term of this Agreement the following policies of insurance:

A. Commercial general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence, and not less than two million dollars (\$2,000,000) aggregate. 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.

B. For all of the FIRM's employees which are subject to this Agreement, to the extent required by the State of California, Workers' Compensation Insurance in the amount required by law.

C. Errors and omissions insurance in an amount not less than two million dollars (\$2,000,000) per claim or occurrence and not less than four million dollars (\$4,000,000) aggregate. If this coverage is provided on a claims-made basis:

(1) The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the services provided under this Agreement.

(2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement.

(3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of the Agreement, the FIRM must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services performed under this Agreement.

D. Automobile liability, in the form of "any auto" coverage, in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage. 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.

E. All insurance required by express provision of this Agreement shall be carried only with insurance companies that have a current A.M. Best's rating of no less than A: VII (unless otherwise agreed to by the CITY's Risk Manager) or a company of equal financial stability that is approved by the CITY's Risk Manager, and is authorized to conduct business in the State of California. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements effect that:

- (1) All policies shall contain language, to the extent obtainable, to the
 - (a) the insurer waives the right of subrogation against the CITY and its elected officials, officers, employees, agents, representatives, and volunteers;
 - (b) the policies are primary and not contributing with any insurance that may be carried by the CITY;
 - (c) the policies cannot be cancelled or materially changed except after thirty (30) days' notice by the insurer to the CITY's Risk Manager, at the address listed in subsection G below the CITY by certified mail.
 - (d) Before this Agreement shall take effect, the FIRM shall furnish the CITY's Risk Manager with copies of all such policies upon receipt of them, or a certificate evidencing such insurance. The FIRM may effect for its own account insurance not required under this Agreement.

F. If the FIRM maintains broader coverage or higher limits (or both) maintained by the FIRM, the CITY required and shall be entitled to the broader coverage or higher limits (or both) maintained by the FIRM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the FIRM does not keep all of such insurance policies in full force and effect at all

times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

Article 10. Drug Free Work Place. The FIRM agrees to comply with the CITY's Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 11. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

Article 12. Effective Date and Term. This Agreement shall be effective upon execution by the FIRM and the CITY and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

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

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

Robert Meteau, Jr.
Director of Human Resources
City of National City
140 East 12th Street, Suite A
National City, CA 91950-4397

cc: Angil P. Morris-Jones
City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: rmeteau@nationalcityca.gov
amorrisjones@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Edward Kreisberg Principal
Meyers Nave
555 12th Street, Suite 1500
Oakland, CA 94607

and to: eddie@meyersnave.com

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

Article 15. Headings. All article headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

Article 16. Miscellaneous Provisions.

- A. Time of Essence: Time is of the essence for each provision of this Agreement.
- B. California Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The FIRM covenants and agrees to submit to the personal jurisdiction of any state court in the State of California for any dispute, claim, or matter arising out of or related to this Agreement.
- C. Integrated Agreement: This Agreement including attachments and/or exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.
- D. Severability: The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- E. Waiver: The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.
- F. Conflict of Interest: During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of

the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

G. 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.

H. Construction: The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, this Agreement is executed by the CITY and by the FIRM on the date and year first above written.

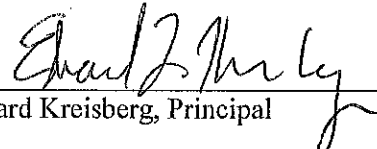
CITY OF NATIONAL CITY

**MEYERS NAVE RIBACK, SILVER &
WILSON, A PROFESSIONAL LAW
CORPORATION**

By: _____
Brad Raulston, City Manager

By: 
Ron Avenida, Chief Operating Officer

APPROVED AS TO FORM:

By: 
Edward Kreisberg, Principal

By: _____
Angil P. Morris-Jones City Attorney
City Attorney

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY FOR APPROVING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND MEYERS NAVE, RIBACK, SILVER & WILSON, A PROFESSIONAL LAW CORPORATION FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF LABOR LAW FOR THE NOT TO EXCEED AMOUNT OF A TOTAL OF \$75,000.

WHEREAS, the City desires to retain a law firm to provide legal assistance in representing the City in labor negotiations; and

WHEREAS, the legal services would include assistance in the negotiation, drafting and implementation of MOU's, including proactively providing advice on current legal trends and issues related to labor negotiations and agreements, and providing consultation as needed in the area of labor negotiations; and

WHEREAS, the Meyers Nave Professional Law Corporation (the "Firm") is well-qualified to provide the legal services desired by the City, has provided a high quality of legal services to the City in the past, and is willing to provide the services currently sought by the City; and

WHEREAS, the City desires to enter into an Agreement with Meyers Nave, Riback, Silver & Wilson, a Professional Law Corporation for the not-to-exceed amount of \$75,000 to provide support to the City Council, City Manager and staff in performing such functions as the full range of services related to the negotiation, drafting and implementation of agreements with employee labor associations and proactively advising on current legal trends and issues related to labor negotiations and agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby executes an Agreement between the City of National City and Meyers Nave, Riback, Silver & Wilson, a Professional Law Corporation to provide support to the City Council, City Manager and staff in performing such functions as the full range of services related to the negotiation, drafting and implementation of agreements with employee labor associations and proactively advising on current legal trends and issues related to labor negotiations and agreements for a not to exceed amount of \$75,000. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 21st day of January, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Warrant Register #21 for the period of 11/13/19 through 11/19/19 in the amount of \\$1,892,398.29.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #21 for the period of 11/13/19 through 11/19/19 in the amount of \$1,892,398.29.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 11/13/19 - 11/19/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
County of San Diego	345096	83,787.37	Sweetwater River Channel Project
Kimley Horn	345119	92,595.07	Division Street Project
Adminsure Inc	610779	173,198.03	W/C Account Replenishment Oct'19
Public Emp Ret System	11142019	245,103.38	Service Period 10/22/19 – 11/04/19

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$1,892,398.29.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,892,398.29

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 21



**WARRANT REGISTER # 21
11/19/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PACIFIC STATES PETROLEUM INC	9000 FUTURE 5W-30 OIL / PW	345077	11/18/19	4,169.46
WILLY BIETAK PRODUCTIONS INC	KIMBALL HOLIDAY ICE SKATING RINK 1 OF 2	345078	11/18/19	4,750.00
WILLY BIETAK PRODUCTIONS INC	KIMBALL HOLIDAY ICE SKATING RINK 2 OF 2	345079	11/18/19	4,750.00
ACADEMI TRAINING CENTER LLC	RANGE USE TRAINING / PD	345080	11/19/19	800.00
ALDEMCO	FOOD SUPPLIES - NUTRITION	345081	11/19/19	5,490.13
ALL FRESH PRODUCTS	FOOD SUPPLIES - NUTRITION	345082	11/19/19	1,053.27
BAY VIEW TOWER MAINT ASSOC	REIMBURSEMENT FOR OVERPAYMENT	345083	11/19/19	853.00
BOGLE, J	REIMBURSEMENT: TRAVEL EXPENSES	345084	11/19/19	123.35
BROADWAY AUTO ELECTRIC	ELECTRICAL PARTS FOR CITY VEHICLES	345085	11/19/19	195.75
CALIFORNIA DIESEL COMPLIANCE	AUTOMOTIVE EQUIPMENT NOV 05, 2019	345086	11/19/19	236.00
CAPPO INC	REG CAPPO CONF ON FEB 17, 21, 2020	345087	11/19/19	450.00
CASAS, LAURA	CITY COUNCIL TRANSLATION SERVICES	345088	11/19/19	275.00
CEB	LEGAL PUBLICATION UPDATES	345089	11/19/19	192.12
CELLEBRITE INC	TRAINING TUITION CELLEBRT/SCOTT / PD	345090	11/19/19	3,850.00
CHEN RYAN ASSOCIATES INC	SWEETWATER ROAD PROJECT	345091	11/19/19	12,672.12
CLAIMS MANAGEMENT ASSOCIATES	RISK MANAGEMENT PROFESSIONAL SERVICES	345092	11/19/19	5,600.00
CLF WAREHOUSE INC	AUTOMOTIVE PARTS / PW	345093	11/19/19	1,408.44
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE & ACID TABLETS / PW	345094	11/19/19	2,053.46
CONCENTRA MEDICAL CENTERS	MEDICAL SERVICES OCT 30, 2019	345095	11/19/19	130.00
COUNTY OF SAN DIEGO	SWEETWATER RIVER CHANNEL PROJECT	345096	11/19/19	83,787.37
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	345097	11/19/19	1,062.50
DALEY & HEFT LLP	LIABILITY CLAIM COST	345098	11/19/19	3,739.25
DALEY & HEFT LLP	LIABILITY CLAIM COST	345099	11/19/19	2,446.90
DALEY & HEFT LLP	LIABILITY CLAIM COST	345100	11/19/19	1,445.40
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2020	345101	11/19/19	2,295.06
D-MAX ENGINEERING INC	LIABILITY CLAIM COST	345102	11/19/19	753.75
EISER III, GEORGE	PROFESSIONAL SERVICES / SEPTEMBER 19/CA	345103	11/19/19	8,482.50
EXPRESS PIPE AND SUPPLY	CITYWIDE BUILDING PARTS	345104	11/19/19	59.46
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES - PW	345105	11/19/19	145.06
FUN EXPRESS LLC	DIA DE MUERTOS SUPPLIES / CSD	345106	11/19/19	50.91
GEOSYNTEC CONSULTANTS INC	EMERGENCY RESPONSE	345107	11/19/19	2,963.43
GRAINGER	AIR PURIFIER ROOM INCL UV BULB	345108	11/19/19	3,187.55
HAAKER EQUIPMENT COMPANY	AUTOMOTIVE PARTS	345109	11/19/19	1,463.58
HAPPY SOFTWARE INC	HAPPY SOFTWARE ANNUAL SUPPORT / SEC 8	345110	11/19/19	5,639.00
HIRESANTA LLC	SANTA VISIT / CSD	345111	11/19/19	1,317.50
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING	345112	11/19/19	821.91
HUB CONSTRUCTION	TRAFFIC CONTROL SUPPLY	345113	11/19/19	136.45
HUNTER'S NURSERY INC	MOP 45719 LANDSCAPE SUPPLIES - PW	345114	11/19/19	59.96
INSTITUTE OF TRANSPORTATION	ITE MEMBERSHIP 2020 FOR STEVE M.	345115	11/19/19	310.00
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE FOR FY20	345116	11/19/19	322.80
JANI-KING OF CALIFORNIA INC	JANITORIAL SERVICES / NUTRITION	345117	11/19/19	4,185.18
JJJ ENTERPRISES	ALARM MONITOR/INSPECTIONS	345118	11/19/19	1,490.00
KIMLEY HORN	DIVISION STREET PROJECT	345119	11/19/19	92,595.07
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	345120	11/19/19	15.23
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES AS NEEDED FOR FY20	345121	11/19/19	320.00
MASON'S SAW	MOP 69277 LANDSCAPE SUPPLIES - PW	345122	11/19/19	954.88
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	345123	11/19/19	1,983.75
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	345124	11/19/19	2,315.25



**WARRANT REGISTER # 21
11/19/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MEGLA MANUFACTURING INC	LABOR & ASSEMBLY FABRICATION OCT 29, 2019	345125	11/19/19	2,599.00
MHZ COMMUNICATIONS ENT	KNOB SETS FOR MOBILE RADIOS	345126	11/19/19	100.97
MICHAEL MARTIN JR	REFUND FOR CANCELLED TWO-DAY PROGRAM/CSD	345127	11/19/19	156.00
MSI MID STATE INSTRUMENTS LLC	THERMAL CAMERA KIT / FIRE	345128	11/19/19	6,466.80
NAPA AUTO PARTS	MOP 45735 SMALL TOOLS - PW	345129	11/19/19	257.34
NATIONAL CITY ELECTRIC	DEDICATED CIRCUIT INSTALLATION 10/29/19	345130	11/19/19	500.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	345131	11/19/19	7.26
PACIFIC SAFETY CENTER	ANNUAL MEMBERSHIP RENEWAL – PUBLIC WORKS	345132	11/19/19	145.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SERVICES NUTRITION	345133	11/19/19	195.86
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	345134	11/19/19	958.12
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES - PW	345135	11/19/19	502.89
PRO BUILD COMPANY	MOP 45707 SMALL TOOLS - PW	345136	11/19/19	3,245.28
PROCHEM SPECIALTY PRODUCTS INC	AUTOMOTIVE PARTS	345137	11/19/19	217.11
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SERVICES / NSD	345138	11/19/19	5,120.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	345139	11/19/19	868.29
RELY ENVIRONMENTAL	HAZARDOUS WASTE PICK UP	345140	11/19/19	334.41
SAN DIEGO MIRAMAR COLLEGE	TRAINING ACADEMY 120 / PD	345141	11/19/19	621.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING CPT CALIXTO AND GONZALES / PD	345142	11/19/19	46.00
SDG&E	GAS & ELECTRIC UTILITIES	345143	11/19/19	6,594.23
SEAPORT MEAT COMPANY	FOOD SUPPLIES - NUTRITION	345144	11/19/19	1,096.37
SHARP REES STEALY MED GROUP	MEDICAL SERVICES OCT 10, 29, 2019	345145	11/19/19	173.00
SHINE SUPPLY	JANITORIAL SUPPLIES FOR APPARATUS	345146	11/19/19	1,000.66
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 PLANTING MATERIALS - PW	345147	11/19/19	682.45
SMART SOURCE OF CALIFORNIA LLC	BUSINESS CARD & LETTERHEAD MASTER SHELLS	345148	11/19/19	2,715.28
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - RISK	345149	11/19/19	95.61
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2020	345150	11/19/19	385.14
SYSCO SAN DIEGO INC	FOOD SUPPLIES - NUTRITION	345151	11/19/19	7,087.28
THE ALTUM GROUP	AMORTIZATION - THE ALTUM GROUP	345152	11/19/19	5,886.74
THE BANK OF NEW YORK MELLON	TRUSTEE & NOTICE FEE 11/03/19 TO 11/02/2	345153	11/19/19	1,350.00
THE BUMPER GUY INC	AUTOMOTIVE EQUIPMENT	345154	11/19/19	791.65
THE STAR NEWS	PUBLIC NOTICING NOV 15, 2019 TNT AUCTION	345155	11/19/19	56.38
TURF STAR INC	PLANTING MATERIALS	345156	11/19/19	119.61
U S BANK	CREDIT CARD CHARGES, FIRE	345157	11/19/19	1,345.92
U S BANK	REIMBURSEMENT ENG/PW	345158	11/19/19	1,019.58
ULINE	STORAGE CONTAINERS	345159	11/19/19	700.11
VULCAN MATERIALS COMPANY	ROCK & SAND	345160	11/19/19	180.14
WEST COAST ARBORISTS INC	ARBORIST SERVICE	345161	11/19/19	16,940.00
WEST COAST SAFETY SUPPLY INC	GLOVES CUT RESISTANT MEDIUM DUTY	345162	11/19/19	250.97
WESTFLEX INDUSTRIAL	MOP 63850 AUTOMOTIVE PARTS - PW	345163	11/19/19	322.43
WETMORES	MOP 80333 AUTO SUPPLIES - PW	345164	11/19/19	324.61
			A/P Total	344,861.29
WIRED PAYMENTS				
ADMINSURE INC	W/C ACCOUNT REPLENISHMENT OCT 2019	610779	11/13/19	173,198.03
EDD	UNEMPLOYMENT INS BENFT 07/01/19 THRU 09/30/19	614020	11/15/19	7,295.00
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SVCS BASE FEE NOV 2019	965797	11/15/19	532.40
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 10/22/19 - 11/04/19	11142019	11/14/19	245,103.38



**WARRANT REGISTER # 21
11/19/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SECTION 8 HAPS	Start Date 11/13/2019	End Date 11/19/2019		42,605.14
PAYROLL	Start Date 11/5/2019	End Date 11/18/2019	Check Date 11/27/2019	1,078,803.05
Pay period 24				
		GRAND TOTAL		<u>\$ 1,892,398.29</u>

CERTIFICATION

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,
CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

MONA RIOS, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, 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 21ST OF JANUARY 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #22 for the period of 11/20/19 through 11/26/19 in the amount of \\$1,320,908.45.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #22 for the period of 11/20/19 through 11/26/19 in the amount of \$1,320,908.45.
(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 11/20/19 - 11/26/19. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	345194	300,342.50	Paradise Creek WQC Enhancement
HMS Construction Inc	345202	80,082.93	Highland Avenue Traffic Signal
Portillo Concrete Inc	345221	313,145.56	Euclid Ave Bicycle
SD Mechanical Energy	345230	82,532.70	Public Library Chiller
SD Sport Medicine	345235	54,856.98	Wellness Physicals / Fire
Whillock Contracting	345258	157,702.46	Paradise Creek Rem & Improv

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,320,908.45.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,320,908.45

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 22



**WARRANT REGISTER # 22
11/26/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WRIGLEY'S SUPERMARKETS	PURCHASE OF TURKEYS / MAYOR'S OFFICE	345165	11/21/19	8,576.24
2-1-1 SAN DIEGO	CITIES CONTRIBUTION TO 2-1-1 S D FY19/20	345166	11/26/19	11,716.40
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	345167	11/26/19	7,631.25
ADVANTAGE EXTRADITION SERVICES	ASAP SECURITY	345168	11/26/19	660.00
ALDEMCO	FOOD SUPPLIES - NUTRITION	345169	11/26/19	2,115.86
ALL FRESH PRODUCTS	FOOD SUPPLIES - NUTRITION	345170	11/26/19	269.58
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	345171	11/26/19	8,804.30
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	345172	11/26/19	85.03
BROWDER, M	TRAINING REIMB ACTIV SHOOTER BROWDER	345173	11/26/19	284.85
CALIFORNIA ASSOCIATION OF	CACEO CERTIFICATION SORIANO / NSD	345174	11/26/19	485.00
CALLYO 2009 CORP	CALLYO LINES	345175	11/26/19	2,280.00
CARDOZA, M	TRAINING REIMBUR CARDOZA / POLICE	345176	11/26/19	64.72
CASTILLO, DANIEL	A KIMBALL HOLIDAY DJ	345177	11/26/19	1,150.00
CDWG	VEEAM LICENSING RENEWAL	345178	11/26/19	18,469.80
CHRISTIANSEN AMUSEMENTS	A KIMBAL HOLIDAY FERRIS WHEEL	345179	11/26/19	2,830.00
CHRISTIANSEN AMUSEMENTS	A KIMBALL HOLIDAY FERRIS WHEEL	345180	11/26/19	1,670.00
CITY OF LOS ANGELES	TRAINING TUITION ARREST CONT INST	345181	11/26/19	1,100.00
CITY OF LOS ANGELES	TRAINING TUITION ARREST CNTRL NGUYEN	345182	11/26/19	1,100.00
CODE 7	DONATION CODE 7 / POLICE	345183	11/26/19	1,200.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	345184	11/26/19	8,749.50
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES	345185	11/26/19	370.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	345186	11/26/19	3,464.73
CSA SAN DIEGO COUNTY	CDBG AGREEMENT: CSA SAN DIEGO COUNTY	345187	11/26/19	2,992.35
CURVATURE INC	4 CISCO LAYER 3 SWITCHES	345188	11/26/19	22,030.14
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2020	345189	11/26/19	512.38
DATEL SYSTEMS INCORPORATED	BARRACUDA EMAIL SECURITY ANNUAL RENEWAL	345190	11/26/19	18,675.00
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY20	345191	11/26/19	2,939.63
DELGADO, E	CASA DE SALUD FIELD TRIP DEPOSIT	345192	11/26/19	288.62
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	345193	11/26/19	224.00
DICK MILLER INC	PARADISE CREEK WQC ENHANCEMENT	345194	11/26/19	300,342.50
D-MAX ENGINEERING INC	T&A90184 THE COURTYARD AT KIMBALL	345195	11/26/19	2,290.00
DURAN, D	TRAINING ADV POST SUB ARRE CNTRL	345196	11/26/19	1,907.05
EXOS COMMUNITY SERVICES LLC	EXOS OCTOBER BILLING PERIOD	345197	11/26/19	44,203.13
FUN EXPRESS LLC	CSD ORNAMENT WORKSHOP SUPPLIES	345198	11/26/19	33.46
GEORGE H WATERS NUTRITION CTR	CASA DE SALUD - THANKSGIVING DINNER	345199	11/26/19	318.00
GONZALES, G	TRAINING REIMB BACKGROUND INV GONAZALES	345200	11/26/19	422.54
GONZALES, G	TRAINING REIMB CRISIS RESPN RGONZ / PD	345201	11/26/19	249.23
HMS CONSTRUCTION INC	HIGHLAND AVENUE TRAFFIC SIGNAL	345202	11/26/19	80,082.93
HOME DEPOT CREDIT SERVICES	A KIMBALL HOLYDAY SUPPLIES	345203	11/26/19	2,726.15
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	345204	11/26/19	14.00
IDVILLE	BADGE REELS / PD	345205	11/26/19	839.64
JERRYS PHOTO BOOTH	A KIMBALL HOLIDAY PHOTO BOOTH	345206	11/26/19	650.00
MAYO, J	TRAINING FET REIM MAYO / PD	345207	11/26/19	323.44
MUNOZ, L	TRAVEL EXPENSE REPORT / HR	345208	11/26/19	20.53
NAPA AUTO PARTS	MOP 45735, FIRE SUPPLIES	345209	11/26/19	283.38
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2020	345210	11/26/19	210.94
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	345211	11/26/19	4,984.37
NATIONWIDE MEDICAL SURGICAL	NALOXONE / PD	345212	11/26/19	3,142.98
NC POLICE AND FIRE FOUNDATION	DONATION NCPD & FIRE FOUNDATION	345213	11/26/19	2,000.00



**WARRANT REGISTER # 22
11/26/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NGUYEN, L	TRAINING ADV SUB ARREST CNTRL LUCKY	345214	11/26/19	1,907.05
OFFICE SOLUTIONS BUSINESS	MOP 83778. OFFICE SUPPLIES / FINANCE	345215	11/26/19	518.13
PTS	PACIFIC TELEMANAGEMENT SERVICES - PAY	345216	11/26/19	85.80
PADRE JANITORIAL SUPPLIES	CONSUMABLES SUPPLIES - NUTRITION	345217	11/26/19	118.84
PALMA, A	HD420-RENTAL HOUSING DEVELOPMENT FINANCE	345218	11/26/19	1,972.65
PAUL VERNON CONSULTANTS	CONSULTING SERVICES NOV 06, 2019	345219	11/26/19	2,400.00
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	345220	11/26/19	359.46
PORTILLO CONCRETE INC	EUCLID AVE BICYCLE	345221	11/26/19	313,415.56
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTOMOTIVE PARTS - PW	345222	11/26/19	97.03
PRO BUILD COMPANY	MOP 45707 BUILDING SUPPLIES - PW	345223	11/26/19	2,289.64
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	345224	11/26/19	502.89
RELY ENVIRONMENTAL	HAZARDOUS WASTE	345225	11/26/19	1,908.75
RUDE, R	TRAINING REIM SWAT	345226	11/26/19	16.86
S & S RECREATION WORLDWIDE	COMMUNITY SERVICES ORNAMENT WORKSHOP	345227	11/26/19	163.32
SAKAMOTO, C	TRAINING REIMB COVRT ENT SAKAMOTO / PD	345228	11/26/19	198.89
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	345229	11/26/19	235.00
SAN DIEGO MECHANICAL ENERGY	PUBLIC LIBRARY CHILLER	345230	11/26/19	82,532.70
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION 120 ACADEMY	345231	11/26/19	828.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION CPT	345232	11/26/19	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING FIRST AID PHILLIPS	345233	11/26/19	9.20
SAN DIEGO POLICE EQUIPMENT	SPEER AMMO / PD	345234	11/26/19	32,655.04
SAN DIEGO SPORTS MEDICINE	WELLNESS PHYSICALS / FIRE	345235	11/26/19	54,856.98
SAN DIEGO UNION TRIBUNE	LAS PALMAS POOL/CEILING ADVERTISING	345236	11/26/19	1,108.08
SDG&E	GAS & ELECTRIC UTILITIES - PW	345237	11/26/19	28,947.51
SEAPORT MEAT COMPANY	FOOD SUPPLIES - NUTRITION	345238	11/26/19	433.91
SIEMENS INDUSTRY INC	ADDITIONAL FIRE AND SECURITY ALARM	345239	11/26/19	2,634.00
SMART & FINAL	MOP #45756/OFFICE SUPPLIES/HR	345240	11/26/19	7.12
SMART SOURCE OF CALIFORNIA LLC	MOP 24302. BUSINESS CARDS / PD	345241	11/26/19	350.19
SPRINGBOARD CDFI	HOME AGREEMENT WITH SPRINGBOARD CDFI	345242	11/26/19	4,900.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW	345243	11/26/19	1,362.79
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	345244	11/26/19	2,390.27
SWRCB	SWRCB	345245	11/26/19	14,073.00
SYMBOLARTS, LLC	LAPEL PINS / PD	345246	11/26/19	1,694.01
SYSCO SAN DIEGO INC	FOOD SUPPLIES - NUTRITION	345247	11/26/19	2,273.39
THE STAR NEWS	ADVERTISING NOTICES NOV 08,15, 2019	345248	11/26/19	917.37
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS & PARTS / PW	345249	11/26/19	2,381.69
T'S & SIGNS	A KIMBALL HOLIDAY PRINT OUTS / CSD	345250	11/26/19	6,609.28
U S BANK	CREDIT CARD EXPENSES / PD	345251	11/26/19	1,427.65
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2020	345252	11/26/19	471.36
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINT	345253	11/26/19	729.26
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	345254	11/26/19	268.69
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	345255	11/26/19	147.83
WEST COAST ARBORISTS INC	ARBORIST SERVICES	345256	11/26/19	16,940.00
WHENTOWORK INC	ANNUAL MEMBERSHIP FOR PART TIME SCHEDULING	345257	11/26/19	200.00
WHILLOCK CONTRACTING	PARADISE CREEK PARK REMEDIATION & IMPROV	345258	11/26/19	157,702.46
WILLY'S ELECTRONIC SUPPLY	MOP 45763 SUPPLIES - PW	345259	11/26/19	37.15

A/P Total 1,320,908.45

GRAND TOTAL

\$ 1,320,908.45

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

MONA RIOS, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, 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 21ST OF JANUARY 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #23 for the period of 11/27/19 through 12/03/19 in the amount of \\$4,742,397.26.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #23 for the period of 11/27/19 through 12/03/19 in the amount of \$4,742,397.26.
(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 11/27/19 - 12/03/19. 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>
Enterprise Fleet Mgmt	345356	55,571.36	Enterprise Fleet Lease
Health Net Inc	345369	84,729.52	Group R1192A – December 2019
Health Net Inc	345370	81,626.67	Group R1192A – November 2019
Whillock Contracting	345404	241,307.71	Paradise Creek Park Site Rem.
City Of San Diego	519189	1,408,984.00	Sewerage Syst 2 nd Qtr Oct-Dec'19
Bank of America	219192	113,958.58	2017 Energy Efficiency Series A
Public Emp Ret System	12032019	250,692.99	Service Period 11/15/19-11/18/19

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$4,742,397.26.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$4,742,397.26

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 23



WARRANT REGISTER # 23
12/3/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS DEC 2019	345261	12/3/19	160.00
ANDERSON, E	RETIREE HEALTH BENEFITS DEC 2019	345262	12/3/19	110.00
BEARD, P	RETIREE HEALTH BENEFITS DEC 2019	345263	12/3/19	70.00
BECK, L	RETIREE HEALTH BENEFITS DEC 2019	345264	12/3/19	140.00
BISHOP, R	RETIREE HEALTH BENEFITS DEC 2019	345265	12/3/19	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS DEC 2019	345266	12/3/19	260.00
BULL, P	RETIREE HEALTH BENEFITS DEC 2019	345267	12/3/19	580.00
CAMEON, C	RETIREE HEALTH BENEFITS DEC 2019	345268	12/3/19	400.00
CARRILLO, R	RETIREE HEALTH BENEFITS DEC 2019	345269	12/3/19	290.00
COLE, L	RETIREE HEALTH BENEFITS DEC 2019	345270	12/3/19	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS DEC 2019	345271	12/3/19	420.00
CONDON, D	RETIREE HEALTH BENEFITS DEC 2019	345272	12/3/19	280.00
CORDERO, E	RETIREE HEALTH BENEFITS DEC 2019	345273	12/3/19	520.00
CORPUZ, T	RETIREE HEALTH BENEFITS DEC 2019	345274	12/3/19	140.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS DEC 2019	345275	12/3/19	250.00
DEESE, L	RETIREE HEALTH BENEFITS DEC 2019	345276	12/3/19	660.00
DESROCHERS, P	RETIREE HEALTH BENEFITS DEC 2019	345277	12/3/19	110.00
DIAZ, M	RETIREE HEALTH BENEFITS DEC 2019	345278	12/3/19	680.00
DILLARD, S	RETIREE HEALTH BENEFITS DEC 2019	345279	12/3/19	480.00
DREDGE, J	RETIREE HEALTH BENEFITS DEC 2019	345280	12/3/19	250.00
EISER III, G	RETIREE HEALTH BENEFITS DEC 2019	345281	12/3/19	250.00
ETZLER, J	RETIREE HEALTH BENEFITS DEC 2019	345282	12/3/19	460.00
FABINSKI, D	RETIREE HEALTH BENEFITS DEC 2019	345283	12/3/19	220.00
FERNANDEZ, R	RETIREE HEALTH BENEFITS DEC 2019	345284	12/3/19	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS DEC 2019	345285	12/3/19	540.00
GAUT, A	RETIREE HEALTH BENEFITS DEC 2019	345286	12/3/19	700.00
GELSKEY, K	RETIREE HEALTH BENEFITS DEC 2019	345287	12/3/19	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS DEC 2019	345288	12/3/19	120.00
GONZALES, M	RETIREE HEALTH BENEFITS DEC 2019	345289	12/3/19	480.00
HANSON, E	RETIREE HEALTH BENEFITS DEC 2019	345290	12/3/19	135.00
HARLAN, M	RETIREE HEALTH BENEFITS DEC 2019	345291	12/3/19	500.00
HAUG, S	RETIREE HEALTH BENEFITS DEC 2019	345292	12/3/19	120.00
HERNANDEZ, M	RETIREE HEALTH BENEFITS DEC 2019	345293	12/3/19	600.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS DEC 2019	345294	12/3/19	400.00
HODGES, B	RETIREE HEALTH BENEFITS DEC 2019	345295	12/3/19	200.00
IBARRA, J	RETIREE HEALTH BENEFITS DEC 2019	345296	12/3/19	780.00
JAMES, R	RETIREE HEALTH BENEFITS DEC 2019	345297	12/3/19	140.00
JONES, D	RETIREE HEALTH BENEFITS DEC 2019	345298	12/3/19	480.00
JUNIEL, R	RETIREE HEALTH BENEFITS DEC 2019	345299	12/3/19	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS DEC 2019	345300	12/3/19	300.00
KLOS, F	RETIREE HEALTH BENEFITS DEC 2019	345301	12/3/19	480.00
LEACH, D	RETIREE HEALTH BENEFITS DEC 2019	345302	12/3/19	600.00
LIMFUECO, M	RETIREE HEALTH BENEFITS DEC 2019	345303	12/3/19	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS DEC 2019	345304	12/3/19	100.00
MC CABE, T	RETIREE HEALTH BENEFITS DEC 2019	345305	12/3/19	280.00
MCDANIEL, P	RETIREE HEALTH BENEFITS DEC 2019	345306	12/3/19	290.00
MEDINA, R	RETIREE HEALTH BENEFITS DEC 2019	345307	12/3/19	105.00
MENDOZA, G	RETIREE HEALTH BENEFITS DEC 2019	345308	12/3/19	290.00



**WARRANT REGISTER # 23
12/3/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MINER, D	RETIREE HEALTH BENEFITS DEC 2019	345309	12/3/19	580.00
MORRISON, R	RETIREE HEALTH BENEFITS DEC 2019	345310	12/3/19	520.00
NAGLE, D	RETIREE HEALTH BENEFITS DEC 2019	345311	12/3/19	460.00
NOTEWARE, D	RETIREE HEALTH BENEFITS DEC 2019	345312	12/3/19	120.00
OLIVARES, G	RETIREE HEALTH BENEFITS DEC 2019	345313	12/3/19	280.00
OLIVERIA, H	RETIREE HEALTH BENEFITS DEC 2019	345314	12/3/19	360.00
PAUU JR, P	RETIREE HEALTH BENEFITS DEC 2019	345315	12/3/19	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS DEC 2019	345316	12/3/19	140.00
PETERS, S	RETIREE HEALTH BENEFITS DEC 2019	345317	12/3/19	290.00
POST, R	RETIREE HEALTH BENEFITS DEC 2019	345318	12/3/19	280.00
RAY, S	RETIREE HEALTH BENEFITS DEC 2019	345319	12/3/19	190.00
ROARK, L	RETIREE HEALTH BENEFITS DEC 2019	345320	12/3/19	135.00
RODRIGUEZ, M	RETIREE HEALTH BENEFITS DEC 2019	345321	12/3/19	260.00
RUIZ, J	RETIREE HEALTH BENEFITS DEC 2019	345322	12/3/19	310.00
SANCHEZ, L	RETIREE HEALTH BENEFITS DEC 2019	345323	12/3/19	330.00
SERVATIUS, J	RETIREE HEALTH BENEFITS DEC 2019	345324	12/3/19	340.00
SHORT, C	RETIREE HEALTH BENEFITS DEC 2019	345325	12/3/19	300.00
SMITH, J	RETIREE HEALTH BENEFITS DEC 2019	345326	12/3/19	320.00
STEWART, W	RETIREE HEALTH BENEFITS DEC 2019	345327	12/3/19	200.00
STRASEN, W	RETIREE HEALTH BENEFITS DEC 2019	345328	12/3/19	135.00
TIPTON, B	RETIREE HEALTH BENEFITS DEC 2019	345329	12/3/19	250.00
VERRY, L	RETIREE HEALTH BENEFITS DEC 2019	345330	12/3/19	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS DEC 2019	345331	12/3/19	480.00
WHITE, J	RETIREE HEALTH BENEFITS DEC 2019	345332	12/3/19	230.00
	RETIREE HEALTH BENEFITS			22,370.00
SAN DIEGO GAS & ELECTRIC	22ND ST. & EUCLID AVENUE	345260	12/2/19	1,027.00
24 HOUR ELEVATOR INC	SERVICE AND ELEVATOR MAINTENANCE / PW	345333	12/3/19	3,861.44
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	345334	12/3/19	2,286.60
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	345335	12/3/19	513.04
C A P F	DECEMBER 2019 - FIRE LTD	345336	12/3/19	1,092.00
CALIFORNIA LAW ENFORCEMENT	DECEMBER 2019 - PD LTD	345338	12/3/19	2,033.50
CAPPO INC	ANNUAL MEMBERSHIP / FINANCE	345339	12/3/19	130.00
CHEN RYAN ASSOCIATES INC	24TH ST. TODO	345340	12/3/19	38,009.83
CITY OF IMPERIAL BEACH	SD BAY WATER SHED FY2019-2020	345341	12/3/19	23,981.00
CLEAR WATER TECHNOLOGIES LLC	WATER TREATMENT SERVICE / JULY	345342	12/3/19	580.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE FOR POOL / CSD	345343	12/3/19	1,024.23
COUNTY OF SAN DIEGO	1800E. 22ND ST.	345344	12/3/19	432.00
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES / PW	345345	12/3/19	43,010.92
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	345346	12/3/19	174.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	345347	12/3/19	131.25
DELTA DENTAL	GROUP 05-0908600000 - DECEMBER 2019	345348	12/3/19	14,929.30
DELTA DENTAL	GROUP 05-0908600000 - NOVEMBER 2019	345349	12/3/19	14,828.78
DELTA DENTAL	GROUP 05-0908601002 - NOVEMBER 2019	345350	12/3/19	416.11
DELTA DENTAL	GROUP 05-0908601002 - DECEMBER 2019	345351	12/3/19	416.11
DELTA DENTAL INSURANCE CO	GROUP 05-7029600000 - DECEMBER 2019	345352	12/3/19	2,537.04
DELTA DENTAL INSURANCE CO	GROUP 05-7029600000 - NOVEMBER 2019	345353	12/3/19	2,459.16
DELTA DENTAL INSURANCE CO	GROUP 05-7029600002 - NOVEMBER 2019	345354	12/3/19	16.50



**WARRANT REGISTER # 23
12/3/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DELTA DENTAL INSURANCE CO	GROUP 05-7029600002 - DECEMBER 2019	345355	12/3/19	16.50
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE	345356	12/3/19	55,571.36
ESGIL CORPORATION	PERMIT AND INSPECTION SERVICES - ESGIL	345357	12/3/19	32,335.70
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS /PW	345358	12/3/19	324.14
FEDEX	GRANTS DOCUMENTS	345359	12/3/19	106.95
GAVARES, JOHN	CONSULTING SVCS-DEVELOPMENT OF STRATEGIC	345360	12/3/19	12,712.50
GTC CONSULTING	REIMB / CANCELED CLASS / CSD	345361	12/3/19	1,582.00
HEALTH NET	GROUP R1192Q - NOVEMBER 2019	345362	12/3/19	1,969.92
HEALTH NET	GROUP R1192Q - DECEMBER 2019	345363	12/3/19	1,969.92
HEALTH NET	GROUP N7177A - NOVEMBER 2019	345364	12/3/19	1,860.36
HEALTH NET	GROUP N7177A - DECEMBER 2019	345365	12/3/19	1,860.36
HEALTH NET	GROUP R1192R - NOVEMBER/DECEMBER 2019	345366	12/3/19	1,664.72
HEALTH NET	GROUP N7176F - NOVEMBER 2019	345367	12/3/19	1,598.46
HEALTH NET	GROUP N7176F - DECEMBER 2019	345368	12/3/19	1,598.46
HEALTH NET INC	GROUP R1192A - DECEMBER 2019	345369	12/3/19	84,729.52
HEALTH NET INC	GROUP R1192A - NOVEMBER 2019	345370	12/3/19	81,626.67
HEALTH NET INC	GROUP 57135A - NOVEMBER 2019	345371	12/3/19	2,504.30
HEALTH NET INC	GROUP 57135M - NOVEMBER 2019	345372	12/3/19	1,252.16
HEALTH NET INC	GROUP 57135M DECEMBER 2019	345373	12/3/19	1,252.16
IPS GROUP INC	PARKING MANAGEMENT - AUG. 2019	345374	12/3/19	11,153.44
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	345375	12/3/19	15,240.00
LASER SAVER INC	LASER SAVER MOP FY20	345376	12/3/19	800.18
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES, PARTS / PW	345377	12/3/19	782.51
MALU APARTMENTS	REFUND FOR OVERPAID BUSINESS TAX, ACCT 7	345378	12/3/19	30.00
MANGANIELLO, S	TRAVEL REIMBURSEMENT STEVE M.	345379	12/3/19	108.49
NHEKILYN DE LARA	INSTRUCTOR / CSD	345380	12/3/19	134.40
POWERSTRIDE BATTERY CO INC	BATTERIES / PW	345381	12/3/19	2,555.34
RANDALL LAMB ASSOCIATES INC	CIVIC CENTER EOC POWER UPGRADE	345382	12/3/19	15,523.75
REEDER, M	REIMBURSEMENT FOR AMERICAN PLANNING ASSOC	345383	12/3/19	579.00
SDG&E	GAS AND ELECTRIC UTILITIES / PW	345386	12/3/19	31,231.98
SELECT ELECTRIC INC	CITYWIDE TRAFFIC SIGNAL	345387	12/3/19	47,439.58
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY20	345388	12/3/19	3,330.54
SIEMENS INDUSTRY INC	CITY HALL FIRE ALARM SYST. REPLC.	345389	12/3/19	2,230.00
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. BUSINESS CARDS / FINANCE	345390	12/3/19	36.98
STAPLES BUSINESS ADVANTAGE	STAPLES MOP FY20	345391	12/3/19	97.88
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY20	345392	12/3/19	1,920.83
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	345393	12/3/19	33,456.54
SWRCB	SWRCB PARADISE C. MITIGATION - KIMBALL	345394	12/3/19	1,949.00
TERRA BELLA NURSERY INC	MOP 84074/ SUPPLIES FOR PARKS DEPT	345395	12/3/19	86.18
THE ALTUM GROUP	AMORTIZATION - THE ALTUM GROUP	345396	12/3/19	4,821.25
THE LINCOLN NATIONAL LIFE INS	GROUP 415491 - DECEMBER 2019	345397	12/3/19	9,290.93
THE PUN GROUP LLP	AUDIT SERVICES YEAR ENDED JUN 30, 2019	345398	12/3/19	30,000.00
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	345399	12/3/19	253.69
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS & PARTS / PW	345400	12/3/19	337.69
U S BANK	US BANCORP PAYMENT	345401	12/3/19	549.22
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	345402	12/3/19	9,620.04
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	345403	12/3/19	4,603.64
WHILLOCK CONTRACTING	PARADISE CREEK PARK SITE REM.	345404	12/3/19	241,307.71



**WARRANT REGISTER # 23
12/3/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WILLY'S ELECTRONIC SUPPLY	WILLYS ELECTRONICS MOP FY20	345405	12/3/19	506.22
RELIANCE STANDARD	GRP VA1826233/VCI801146/VG180848 NOV 2019	345406	12/3/19	3,826.11
			A/P Total	936,599.09
 WIRED PAYMENTS				
CITY OF SAN DIEGO	SEWERAGE SYST 2ND QTR 10/01/19 - 12/31/19	519189	12/2/19	1,408,984.00
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES A	519192	11/27/19	113,958.58
BANK OF AMERICA	2017 ENERGY EFFICIENCY SERIES B	519195	11/27/19	43,470.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/05/19 - 11/18/19	12032019	12/3/19	250,692.99
 SECTION 8 HAPS				
	Start Date	End Date		
	11/219	12/3/2019		954,599.99
 PAYROLL				
Pay period	Start Date	End Date	Check Date	
24	11/5/2019	11/18/2019	11/27/2019	1,034,092.61
			GRAND TOTAL	<u>\$ 4,742,397.26</u>

CERTIFICATION

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,
CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

MONA RIOS, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, 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 21ST OF JANUARY 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #24 for the period of 12/04/19 through 12/10/19 in the amount of \\$600,218.10. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #24 for the period of 12/04/19 through 12/10/19 in the amount of \$600,218.10.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 12/04/19 - 12/10/19. 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	345462	178,388.40	Group 104220-0002 – Nov 2019
Innovative Construction	345518	70,264.00	Euclid Ave and Ped. Project

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$600,218.10.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$600,218.10

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 24



**WARRANT REGISTER # 24
12/10/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - DECEMBER	345407	12/10/19	1,031.04
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	345408	12/10/19	66.00
AMEDEE, W	TRAVEL EXPENSES REIMBURSEMENT	345409	12/10/19	49.95
CALIFORNIA DEPARTMENT OF FISH	PARADISE CREEK / KIMBALL WAY	345410	12/10/19	5,313.00
CASTANEDA, J	REIMBURSEMENT / KIDS NIGHT / CSD	345411	12/10/19	69.59
CESNAUSKAS, S	EDUCATION REIMBURSEMENT	345412	12/10/19	1,068.96
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	345413	12/10/19	1,004.00
DELGADO, E	REIMBURSEMENT / SUPPLIES FOR CSD	345414	12/10/19	643.48
ERGOMETRICS	POLICE LIEUTENANT ASSESSMENT CENTER	345415	12/10/19	6,542.07
GONZALEZ, B	POSTAGE AND MILEAGE REIMBURSEMENT / CMO	345416	12/10/19	15.44
JAMES DICKNO	CONTRACT INSTRUCTOR QUARTERLY PAYMENT	345417	12/10/19	241.50
METEAU JR, R	REIMB / TRAVEL EXPENSE REPORT	345418	12/10/19	263.90
MY LITTLE CARNIVAL	A KIMBALL HOLYDAY EXPRESS TRAIN DEPOSIT	345419	12/10/19	690.00
MY LITTLE CARNIVAL	A KIMBALL HOLIDAY EXPRESS TRAIN BALANCE	345420	12/10/19	690.00
OFFICE SOLUTIONS BUSINESS	MOP 25003 SUPPLIES PD	345421	12/10/19	697.87
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY HELP W/E OCT 13, 2019 - FINANCE	345422	12/10/19	6,498.00
SMART SOURCE OF CALIFORNIA LLC	MOP #63845/BUSINESS CARDS/HR	345423	12/10/19	36.98
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES / MAYOR'S OFFICE	345424	12/10/19	2,112.36
SUN BADGE COMPANY INC	CITY MANAGER BADGE	345425	12/10/19	148.57
T'S & SIGNS	ROLL UP BANNER 33 X 79 W/ CITY LOGOS	345426	12/10/19	206.63
U S BANK	CREDIT CARD CHARGES, FIRE	345427	12/10/19	2,285.99
A&B SAW & LAWNMOWER	ROLL OF CHAIN FOR SAW	345428	12/10/19	956.82
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS / PD	345429	12/10/19	427.56
ADDICTION MEDICINE	D.O.T DRUG & ALCOHOL TESTING PROGRAM	345430	12/10/19	1,200.00
AGUIRRE, C	REIMB / AGUIRRE FOR AARP/SD FORUM	345431	12/10/19	77.00
ALDEMCO	FOOD / NUTRITION	345432	12/10/19	5,279.88
ALL FRESH PRODUCTS	FOOD / NUTRITION	345433	12/10/19	1,503.94
ALLSTAR FIRE EQUIPMENT INC	FIRE HOODS	345434	12/10/19	2,170.55
ALLSTATE SECURITY SERVICES INC	SECURITY SERVICES FOR FY20	345435	12/10/19	2,931.83
AMAZON	BOOKS FOR LIBRARY AS NEEDED FOR FY20	345436	12/10/19	2,971.55
BEVERIDGE, M	REIMBURSEMENT: STRIKE TEAM CHARGE	345437	12/10/19	499.95
BIBLIOTHECA LLC	ANNUAL SUPPORT & MAINTENANCE / LIBRARY	345438	12/10/19	10,663.61
BICKMORE ACTUARIAL	CONTRACT SERVICES	345439	12/10/19	4,500.00
C P RICHARDS SIGNS INC	VEHICLE GRAPHICS	345440	12/10/19	499.96
CASAS, LAURA	CITY COUNCIL TRANSLATION 11-19-19	345441	12/10/19	125.00
CHRISTENSEN & SPATH LLP	PROFESSIONAL LEGAL SERVICES FOR KIMBALL	345442	12/10/19	1,856.26
CINTAS CORPORATION	SERVICE FIRE EXTINGUISHERS	345443	12/10/19	685.18
CONTRERAS, R	MILEAGE REIMBURSEMENT/ R.CONTRERAS/CAO	345444	12/10/19	48.68
CORNEJO, J	TRAINING REIM FTO UPD CORNEJO / PD	345445	12/10/19	61.95
COUNTY OF SAN DIEGO	HIRT MEMBERSHIP FY 19-20	345446	12/10/19	48,428.00
DAY WIRELESS SYSTEMS	SERVICE: COMMS EQUIPMENT	345447	12/10/19	3,378.75
DELGADO, E	A KIMBALL HOLIDAY TREE COVER SKIRT	345448	12/10/19	106.27
D-MAX ENGINEERING INC	T&A90347 1819 E. 9TH ST.	345449	12/10/19	1,330.89
DURON, C	REIMBURSEMENT: MEDIC FEES	345451	12/10/19	200.00
EISER III, GEORGE	LEGAL SERVICES /SEPTEMBER 2019/CAO	345452	12/10/19	3,152.50
ENTENMANN ROVIN CO	REVISE CHIEF BADGE	345453	12/10/19	77.62
ESGIL CORPORATION	PERMIT AND INSPECTION SERVICES - ESGIL	345454	12/10/19	38,731.74
ESTABROOK JR, M	TRAINING REIM CNOA	345455	12/10/19	38.89



**WARRANT REGISTER # 24
12/10/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
EXOS COMMUNITY SERVICES LLC	MANAGEMENT FEES / CSD	345456	12/10/19	38,809.22
FON JON PET CARE CENTER	CANINE BOARDING / PD	345457	12/10/19	214.00
GRAINGER	MOP 65179, FIRE CHARGES	345458	12/10/19	253.30
GROSSMAN PSYCHOLOGICAL	PSYCH EXAMS / PD	345459	12/10/19	325.00
HINDERLITER DE LLAMAS	CONTRACT & AUDIT SVCS SALES TAX 4TH QTR	345460	12/10/19	9,524.32
HOME DEPOT CREDIT SERVICES	A KIMBALL HOLIDAY SUPPLIES AND MATERIALS	345461	12/10/19	451.52
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-0002 - NOV 2019	345462	12/10/19	178,388.40
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-01, 06, 07 - NOV 2019	345463	12/10/19	20,326.92
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-03, 09 - NOV 2019	345464	12/10/19	6,120.29
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-05 - NOV 2019	345465	12/10/19	3,739.84
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-7002 - NOV 2019	345466	12/10/19	2,721.20
LARA, MARIA	LIABILITY CLAIM COST	345467	12/10/19	217.99
LEARNSOFT CONSULTING INC	CONSULTING SERVICES TO HOUSING AUTHORITY	345468	12/10/19	3,900.00
LIEBERT CASSIDY WHITMORE	WEBINAR TRAINING	345469	12/10/19	100.00
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES AS NEEDED FOR FY20	345470	12/10/19	160.00
MAN K9 INC	CANINE MAINTENANCE / PD	345471	12/10/19	2,080.00
MANGUM, N	PARKING REIMBURSEMENT/N.PEDONE/CAO	345472	12/10/19	60.00
METEAU JR, R	SCPMAHR 2020-2021 MEMBERSHIP	345473	12/10/19	50.00
MIDWEST TAPE	AUDIO VISUAL MATERIALS FOR LIBRARY	345474	12/10/19	698.82
MUNOZ, L	POSTAGE REIMBURSEMENT/ L.MUNOZ/CAO	345475	12/10/19	25.10
NEU, A	MILEAGE REIMBURSEMENT / LIBRARY	345476	12/10/19	15.54
NEWSBANK INC	DIGITAL ANNUAL SUBSCRIPTION	345477	12/10/19	5,063.00
OFFICE SOLUTIONS BUSINESS	MOP 25003 SUPPLIES PD	345478	12/10/19	374.65
OLIVER PRODUCTS	CONSUMABLES / NUTRITION	345479	12/10/19	101.44
PAUU, R	TRAINING CHP TRAINING REIM	345480	12/10/19	510.74
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES / NSD	345481	12/10/19	246.87
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY HELP W/E NOV 17, 2019 - FINANCE	345482	12/10/19	3,762.00
PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING SERVICE	345483	12/10/19	306.81
RAMIREZ, O	TRAINING POST ADV SUB INTER RAMIREZ	345484	12/10/19	384.00
SAN DIEGO GULLS HOCKEY CLUB	CASA DE SALUD FIELD TRIP / CSD	345485	12/10/19	610.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT CPT FOR 6 OFFICERS	345486	12/10/19	138.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT FOR 2 OFFICERS	345487	12/10/19	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING CPR FOR 2 OFFICERS	345488	12/10/19	18.00
SAN DIEGO SPORTS MEDICINE	WELLNESS PHYSICALS / FIRE	345489	12/10/19	8,217.78
SCHIMMINGER, S	MILEAGE REIMBURSEMENT / LIBRARY	345490	12/10/19	34.80
SEAPORT MEAT COMPANY	FOOD / NUTRITION	345491	12/10/19	1,301.88
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PRINTING PD	345492	12/10/19	209.89
SOUTHWEST SIGNAL SERVICE	STREET LIGHT SERVICES / PW	345493	12/10/19	20,143.42
STAPLES BUSINESS ADVANTAGE	MOP 20468 COPY PAPER PD	345494	12/10/19	2,275.81
STATE BAR OF CALIFORNIA	SD STATE BAR OF CA MEMBERSHIP DUES/CAO	345495	12/10/19	1,776.00
SYMBOLARTS, LLC	BADGES / PD	345496	12/10/19	3,933.81
SYSCO SAN DIEGO INC	FOOD / NUTRITION	345497	12/10/19	6,329.31
THE COUNSELING TEAM	EMPLOYEE SUPPORT SVCS	345498	12/10/19	2,837.50
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	345499	12/10/19	216.41
THE SHOPPER INC	ZENITH PAC DVD CASE / LIBRARY	345500	12/10/19	1,204.56
THE STAR NEWS	ADVERTISING NOTICES FOR FY20	345501	12/10/19	732.88
THOMSON REUTERS WEST	LEGAL PUBLICATION UPDATES/CAO	345502	12/10/19	429.38
TINOSA INC	CALIBRATE CO MONITOR	345503	12/10/19	300.00



**WARRANT REGISTER # 24
12/10/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
TITAN EMPIRE INC	INVESTIGATIVE SERVICES	345504	12/10/19	10,000.00
T'S & SIGNS	MARKETING AND PRINT OUTS / A KIMBALL HOLIDAY	345505	12/10/19	668.81
U S BANK	CREDIT CARD EXPENSES / POLICE	345506	12/10/19	3,688.16
VALENZUELA, A	REIMBURSEMENT OF MEDIC FEES	345507	12/10/19	200.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	345508	12/10/19	191.05
VULCAN MATERIALS COMPANY	CLASS II BASE	345509	12/10/19	402.14
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	345510	12/10/19	12.47
YOUTH TENNIS SAN DIEGO	CONTRACT INSTRUCTOR MONTHLY PAYMENT	345511	12/10/19	21.00
ACADEMI TRAINING CENTER LLC	SWAT TRAINING	345512	12/10/19	450.00
ACE UNIFORMS & ACCESSORIES INC	CAPT LT BARS	345513	12/10/19	79.67
ACTION TARGET INC	Q TARGETS	345514	12/10/19	496.10
ADVANTAGE EXTRADITION SERVICES	TRANSPORT 1902797\1905754 / PD	345515	12/10/19	2,830.00
DEPT OF JUSTICE	FINGERPRINTS / PD	345516	12/10/19	578.00
EXPERIAN	CREDIT CHECKS / PD	345517	12/10/19	43.22
INNOVATIVE CONSTRUCTION	EUCLID AVE AND PED. PROJECT	345518	12/10/19	70,264.00
JANI-KING OF CALIFORNIA INC	JANITORIAL SERVICES / NUTRITION	345519	12/10/19	2,749.29
LANGUAGE LINE SERVICES	OCT LANGUAGE TRANSLATION	345520	12/10/19	25.52
LEHR AUTO ELECTRIC	PANASONIC BOOK / PD	345521	12/10/19	4,268.44
LOS ANGELES PARTYWORKS INC	LED DANCE FLOOR / HOLIDAY CELEBRATION / CSD	345522	12/10/19	3,202.00
NATIONAL CREDIT REPORTING	PAY NCR FOR S8 BACKGROUND/CREDIT CHECKS	345523	12/10/19	1,086.45
OFFICE SOLUTIONS BUSINESS	MOP 25003 SUPPLIES PD	345524	12/10/19	385.93
PALOMAR HEALTH	SART EXAMS / PD	345525	12/10/19	4,050.00
S D COUNTY SHERIFF'S DEPT	SEPTEMBER RANGE USE	345526	12/10/19	700.00
SAN DIEGO PET SUPPLY	MOP 02975 CANINE SUPPLIES	345527	12/10/19	403.77
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PRINTING PD	345528	12/10/19	73.96
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	345529	12/10/19	57.63
SYMBOLARTS, LLC	BADGES / PD	345530	12/10/19	1,415.75
WEST PAYMENT CENTER	BACKGROUNDS CHECKS / PD	345531	12/10/19	608.63
			A/P Total	600,218.10
	GRAND TOTAL			\$ 600,218.10

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

MONA RIOS, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, 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 21ST OF JANUARY 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Section 18.29.070 \(Floodway \(-FW\), floodway fringe \(-FF-1\), and floodway fringe-shallow flooding \(-FF-2\) zones\) of Title 18 \(Zoning\) of the National City Municipal Code. \(Applicant: City-Initiated\) \(Case File 2019-24 A\) \(Planning\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Section 18.29.070 (Floodway (-FW), floodway fringe (-FF-1), and floodway fringe-shallow flooding (-FF-2) zones) of Title 18 (Zoning) of the National City Municipal Code. (Applicant City-Initiated) (Case File 2019-24 A)

PREPARED BY: Martin Reeder, AICP 

DEPARTMENT: Planning Division

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

An Ordinance amending this section of the Land Use Code was adopted by the City Council in November of this year. Upon review of the City's changes, the Federal Emergency Management Agency (FEMA) has requested additional changes.

Section 18.29.070 of the Land Use Code makes specific reference to areas subject to flooding in the City. These areas are classified as Floodway (-FW), floodway fringe (-FF-1), and floodway fringe-shallow flooding (-FF-2) zones. These zones tie directly to flood-prone areas identified on Flood Insurance Rate Maps (FIRM) published by the Federal Emergency Management Agency (FEMA) and on file with the City's Engineering Department. In a letter dated June 20, 2019, FEMA directed the City to make modifications to its Municipal Codes related to floodplain development to make them in conformance with FEMA regulations.

The Planning Commission held a public hearing on the proposed amendments and recommended approval of the changes as contained in the attached proposed Code changes.

The attached background report describes the project in detail.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation and recommends that the amendments to Title 18 be adopted.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Land Use Code amendment.

Ayes: Natividad, Flores, Sendt, Yamane, Garcia, DelaPaz Absent: Baca

ATTACHMENTS:

- | | |
|--------------------------|---|
| 1. Background report | 4. Public Hearing Notice |
| 2. Findings | 5. Planning Commission Resolution 2019-26 |
| 3. Proposed Code changes | 6. Ordinance |

BACKGROUND REPORT

Staff Recommendation

Staff recommends that the City Council adopt the amendments to section 18.29.070. The Planning Commission held a public hearing on the proposed amendments and recommended approval of the changes as contained in the attached proposed Code changes.

Previous Action

As you will recall, this item was recently acted upon by the Planning Commission (October 7, 2019), after which an Ordinance amending the Land Use Code was adopted by the City Council. Upon review of the City's changes, the Federal Emergency Management Agency (FEMA) has requested additional changes.

Overview

Chapter 18.29 (Overlay Zones) establishes overlay zones to provide supplemental regulations that have been tailored to specific geographic areas of the city. Overlay zones are applied in conjunction with a base zone and modify or add to the regulations of the base zone to address specific issues such as development within the coastal zone, special height restrictions, or supplemental processing requirements.

Section 18.29.070 of the Land Use Code makes specific reference to areas subject to flooding in the City. These areas are classified as Floodway (-FW), floodway fringe (-FF-1), and floodway fringe-shallow flooding (-FF-2) zones. These zones tie directly to flood-prone areas identified on Flood Insurance Rate Maps (FIRM) published by the Federal Emergency Management Agency (FEMA) and on file with the City's Engineering Department.

Proposed Changes

In an email dated November 8, 2019, FEMA directed the City to make additional modifications to its Municipal Codes related to floodplain development to make them in conformance with FEMA regulations. In particular, a new overlay zone will be required in order to accommodate the V1-V30, VE, and V zones, as shown on the FIRM, which are considered to be Coastal High Hazard areas. The new overlay zone will be a Coastal High Hazard Flooding (-FF-4) zone. Another zone will also be added, which will be known as the Floodway Fringe Riverine Flooding (-FF-3) zone. In addition to the changes noted above (and other information related to defining said overlay zone), there are additional suggested changes, put forward by FEMA, that add clarification to

ATTACHMENT 1

existing language. Staff has incorporated these suggested changes along with the required changes per the email from FEMA.

A strikethrough/underline version of the changes are attached to this staff report.

Findings

There are two findings required for approval of a Code Amendment, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA).

General Plan Conformance

The requested amendments to this section are consistent with the General Plan, as both the Land Use and Safety Elements require the minimization of flood hazards through the following goals/policies:

Land Use

Policy LU-3.4: Regulate development in areas with a high threat to life and property, such as floodplains, to minimize adverse impacts. Areas covered by the General Plan that are subject to flooding are identified in Figures LU-4a and LU4b and will be reviewed annually.

Safety

Goal S-2: Minimized hazards relating to flooding and inundation.

Policy S-2.4: Adopt regulations that limit the risk of loss to reasonable levels within mapped floodplain hazard areas or areas subject to potential inundation by levee failure, dam failure, or as the result of a tsunami.

CEQA Compliance

These amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The regulations prohibit construction within any flood-prone areas, which already exist. The changes are primarily due to expanded definitions of FIRM flood zones, which necessitate new overlay zones in the City. The areas exist, but are for all intents and purposes being reclassified.

Summary and next steps

The Planning Commission held a public hearing on the item and recommended approval to the City Council of the changes to the City's Municipal Code related to construction of buildings in flood hazard areas. Staff is also recommending approval of the changes and recommends that the City Council approve the amendments.

OPTIONS

1. Approve the amendment to Chapter 18.29.070 of the Land Use Code based on the attached findings or findings to be determined by the Planning Commission; or
2. Deny the amendment to Chapter 18.29.070 of the Land Use Code based on findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date.

RECOMMENDED FINDINGS FOR APPROVAL

1. That the proposed amendments to section 18.29.070 are consistent with the General Plan, as Land Use and Safety Policies LU-3.4, S-2.4, and Safety Goal S-2 require the minimization of flood hazards through the following goals/policies.
2. That the proposed amendments have been reviewed and been found to comply with the California Environmental Quality Act (CEQA); the amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The regulations prohibit construction within any flood-prone areas.

ATTACHMENT 2

~~Deleted language~~

Proposed language

18.29.070 Floodway (-FW), Floodway Fringe (-FF-1), Floodway Fringe Shallow Flooding (-FF-2), Floodway Fringe Riverine Flooding (-FF-3), and Coastal High Hazard Flooding (-FF-4) zones.

- A. Statement of Purpose. It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:
1. Protect human life and health;
 2. Minimize expenditure of public money for costly flood control projects;
 3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 4. Minimize prolonged business interruptions;
 5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
 6. Help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas;
 7. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
 8. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- B. Methods of Reducing Flood Losses. In order to accomplish its purposes, this chapter includes methods and provisions to:
1. Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
 2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
 3. Control the alteration of natural floodplains, stream channels and natural protective barriers, which help accommodate or channel floodwaters;

4. Control filling, grading, dredging, and other development which may increase flood damage; and
 5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.
- C. Warning and Disclaimer of Liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, the state of California or the Federal Insurance Administration, Federal Emergency Management Agency for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.
- D. Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another chapter, easement, covenant or deed restrictions conflict or overlap, whichever imposes the more stringent restriction shall prevail.
- E. Definitions. Unless specifically defined below, or in this Title, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.
1. "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.
 2. "Adversely affects" means, for purposes of this chapter, that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point.
 3. "Alluvial fan" means a geomorphologic feature characterized by a cone- or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from slopes, transported by flood flows, and then deposited on the valley floor, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.
 4. "Apex" means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the slope.

5. "Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.
6. "Area of shallow flooding" means a designated AO or AH zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
7. "Area of special flood hazard"—see "Special flood hazard area."
8. "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "one hundred year flood"). Base flood is the term used throughout this chapter.
9. "Base flood elevation" (BFE) means the elevation shown on the Flood Insurance Rate Map for Zones AE, A0, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.
9. "Basement" means any area of the building having its floor subgrade—i.e., below ground level—on all sides.
10. "Breakaway walls" are any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by flood waters. A breakaway wall shall have a safe design loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:
 - a. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - b. The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.
10. "Building"—see "Structure."
11. "Coastal high hazard area" means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic

sources. It is an area subject to high velocity waters, including coastal and tidal inundation or tsunamis. The area is designated on a Flood Insurance Rate Map (FIRM) as Zone V1-V30, VE, or V.

11. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
12. "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.
13. "Exception". See "Variance" ~~means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.~~
14. "Existing manufactured home/mobile home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes/mobile homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before ~~the effective date of this chapter~~ February 15, 1979.
15. "Expansion to an existing manufactured home/mobile home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes/mobile homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or pouring of concrete pads).
16. "Flood, flooding or floodwater" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, and/or the unusual and rapid accumulation or runoff of surface waters from any source.
17. "Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.
18. "Flood Hazard Boundary Map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the areas of flood hazards.

19. "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
20. "Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.
21. "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source—see "Flooding."
22. "Floodplain administrator" means the individual appointed to administer and enforce the floodplain management regulations. This individual shall be the city engineer of the city.
23. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.
24. "Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other applications of police power which control development in flood-prone areas. The term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.
25. "Flood-proofing" means any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
26. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "regulatory floodway."
27. "Floodway encroachment lines" means the lines marking the limits of floodways on ~~federal, state and local floodplain maps~~ [the effective Flood Insurance Rate Map](#).

28. "Floodway fringe" means that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted. These areas are identified on the effective Flood Insurance Rate Map as 'Zone AE' and 'Zone AO'.
29. "Fraud and victimization," as related to subsection (Z CC) (Conditions for exceptions variances) of this chapter, means that the exception variance granted must not cause fraud on or victimization of the public. In examining this requirement, the planning commission will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject, during all those years, to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.
30. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.
31. "Habitable floor" means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a "habitable floor."
32. "Hardship," as related to (Z CC) (Conditions for exceptions variances) of this chapter, means the unusual hardship that would result from a failure to grant the requested exception variance. The planning commission requires that the exception variance be unusual and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting an exception variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.
33. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
34. "Historic structure" means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states with approved programs.
35. "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.
36. "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.
37. "Lowest floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area (see "Basement") is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this title.
- (Note: This definition allows attached garages to be built at grade. Below grade garages are not allowed as they are considered to be basements).
38. "Manufactured home" or "mobile home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include "recreational vehicles" or "travel trailers."

39. "Manufactured home/mobile home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.
40. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, [North American Vertical Datum \(NAVD\) of 1988](#), or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.
41. "New construction" for floodplain management purposes means structures for which the "start of construction" commenced on or after ~~the effective date of floodplain management practices adopted by this community, February 15, 1979~~, [February 15, 1979](#), and includes any subsequent improvements to such structures.
42. "New manufactured home/mobile home park or subdivision" means a manufactured home/mobile home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes/mobile homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after ~~the effective date of the ordinance codified in this chapter February 15, 1979~~.
43. "Obstruction" means and includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, or along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.
44. "One hundred year flood"—see "Base flood."
- [45. "Primary frontal dune" means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively mild slope.](#)
45. "Principal structure" means a structure used for the principal use of the property as distinguished from an accessory use.
46. "Public safety and nuisance," as related to subsection (~~Z~~ [CC](#)) ([Conditions for variances](#)) of this chapter, means that the granting of an ~~exception~~ [variance](#) must

not result in anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal or basin.

47. "Recreational vehicle" means a vehicle which is:
- a. Built on a single chassis;
 - b. Four hundred square feet or less when measured at the largest horizontal projection;
 - c. Designed to be self-propelled or permanently towable by a light-duty truck; and
 - d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
48. "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
49. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.
50. "Sheet flow"—see "Area of shallow flooding."
51. "Special flood hazard area (SFHA)" means an area having special flood or flood-related erosion hazards, and shown on a FBHM or FIRM as Zone A, AO, A1—A30, AE, A99, AH, [V1-V30](#), [VE](#) or [V](#).
52. "Start of construction" means and includes substantial improvement and other proposed new development, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure (other than a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction

means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. For a structure (other than a mobile home) without a basement or poured footings, the "start of construction" includes the first permanent framing or assembly of the structure or any part thereof on its piling or foundation. For mobile homes not within a mobile home park or mobile home subdivisions, "start of construction" means the affixing of the mobile home to its permanent site. For mobile homes within mobile home parks or mobile home subdivisions, "start of construction" is the date on which the construction of facilities for servicing the site on which the mobile home is to be affixed (including, at a minimum, the construction of streets, either final site grading or the pouring of concrete pads, and installation of utilities) is completed.

53. "Structure" means a walled and roofed building that is principally aboveground. This includes a gas or liquid storage tank or manufactured/mobile home.

54. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

55. "Substantial improvement" means any reconstruction, rehabilitation, addition or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual work performed. The term does not, however, include either:

a. Any project for improvement of a structure to correct violations or to comply with state or local health, sanitary, or safety code specifications which have been identified by a local code conformance official and which are solely necessary to assure safe living conditions; or

b. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

56. "V Zone – see Coastal High Hazard Area.

57. "Variance", as used in this chapter, means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

56. "Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or

other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

57. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, [North American Vertical Datum \(NAVD\) of 1988](#) (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

58. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

F. Lands to which Chapter Applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of National City.

1. No structure or land shall hereafter be constructed, located, extended, converted or altered without first submitting an application for a flood hazard area development permit to the flood plain administrator.

G. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard as shown on the special flood hazard map as floodway (FW), floodway fringe (FF-1), and floodway fringe-shallow flooding (FF2) zones and conforming with the areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for National City dated August 4, 1988, and accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated August 4, 1988, and all subsequent amendments and/or revisions, are adopted by reference and declared to be a part of this chapter without a further action [by the City Council](#). This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the planning commission by the floodplain administrator. The study, FIRMs and FBFMs are on file at the office of the floodplain administrator at 1243 National City Boulevard, National City, California, 91950.

H. Compliance. No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the city from taking such lawful action as is necessary to prevent or remedy any violation.

I. Interpretation. In the interpretation and application of this chapter, all provisions shall be:

- a. Considered as minimum requirements;
 - b. Liberally construed in favor of the city; and
 - c. Deemed neither to limit nor repeal any other powers granted under state statutes.
- J. Severability. This chapter and the various parts thereof are declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.
- K. Floodway Zone (FW) Established. There is established, on the special flood hazard map, a designated floodway zone. The FW zone shall be applied to those areas of special flood hazard designated as floodways on the "Flood Boundary and Floodway Map" of the Flood Insurance Study.
- L. Floodway Fringe Zone (FF-1) Established. There is established, on the special flood hazard map, a designated floodway fringe zone. The FF-1 zone shall be applied to those areas of special flood hazard designated as floodway fringe on the "Flood Boundary and Floodway Map" of the Flood Insurance Study, but excluding areas of shallow flooding designated AO or AH on the Flood Insurance Rate Map (FIRM).
- M. Floodway Fringe – Shallow Flooding Zone (FF-2) Established. There is established, on the special flood hazard map, a designated floodway fringe-shallow flooding zone. The FF-2 zone shall be applied to those areas of special flood hazard designated as floodway fringe on the "Flood Boundary and Floodway Map" of the Flood Insurance Study, and designated as areas of shallow flooding AO or AH on the Flood Insurance Rate Map (FIRM).
- N. Floodway Fringe – Riverine Flooding Zone (FF-3) established. There is established, on the special flood hazard map, a designated riverine flooding zone. The FF-3 zone is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.
- O. Floodway Fringe – Coastal High Hazard Flooding Zone (FF-4) established. There is established, on the special flood hazard map, a designated coastal high hazard flooding zone. The FF-4 zone shall be applied to those areas of special flood hazard designated as areas of coastal flooding VE or V on the Flood Insurance Rate Map (FIRM).
- ~~N.~~ P. Standards Applicable to All Areas of Special Flood Hazard. In all areas of special flood hazards including the FW, FF-1, FF-2, FF-3, and FF-4 zones, the following standards are required:

- 1. Anchoring.

- a. All new construction and substantial improvements, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - b. All manufactured/mobile homes shall meet the anchoring standards of subsection (~~Q~~ S).
2. Construction Materials and Methods. All new construction and substantial improvements, including manufactured homes, shall be constructed:
- a. With materials and utility equipment resistant to flood damage
 - b. Using methods and practices that minimize flood damage;
 - c. With electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and
 - d. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.
3. Elevation and Flood-proofing. (See Section (E) definitions for "new construction," "substantial damage" and "substantial improvement.")
- a. Residential construction, new or substantial improvement, shall have the lowest floor, including basement:
 - i. In an AO zone, elevated above the highest adjacent grade to a height exceeding the depth number specified in feet on the FIRM by at least one foot, or elevated at least three feet above the highest adjacent grade if no depth number is specified;
 - ii. In an A AE, AH, or A1-30 zones, elevated at least one foot above the base flood elevation, as determined by the city;
 - iii. In ~~all other zones~~, an A (Unnumbered/Approximate A Zone) Zone, without base flood elevations specified on the FIRM, elevated at least one foot above the base flood elevation, as determined by the City;

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional civil engineer or surveyor to be properly elevated. Such certification or verification shall be provided to the floodplain administrator.

- b. Nonresidential construction, shall either be elevated to conform with subsection (3)a of this section or together with attendant utility and sanitary facilities:
 - i. Be completely flood-proofed below the elevation recommended under subsection (C)(1) of this section so that the structure is watertight with walls substantially impermeable to the passage of water; and
 - ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - iii. Be certified by a registered professional civil engineer that the standards of this subsection (3)b of this section are satisfied. Such certification shall be provided to the floodplain administrator.
- c. All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basement) that are usable solely for parking vehicles, building access or storage, and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must exceed the following minimum criteria:
 - i. Be certified by a registered professional civil engineer; or
 - ii. Be certified to comply with a local flood-proofing standard approved by the Federal Insurance Administration, Federal Emergency Management Agency; or
 - iii. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above adjacent natural grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- d. Manufactured homes shall also meet the standards in subsection (3)c of this section and subsection (~~Q~~ S).

4. Storage of Material and Equipment.

- a. The storage or processing of materials that are, in time of flooding, flammable, explosive, or could be injurious to human, animal or plant life is prohibited.
- b. Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

~~Q.~~ Q. Standards for Utilities.

1. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
 - a. Infiltration of floodwaters into the systems; and
 - b. Discharge from the systems into floodwaters.

2. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

P. R. Standards for Subdivision.

1. All preliminary subdivision proposals, including proposals for manufactured home parks and subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall identify the flood hazard area and the elevation of the base flood.
2. All subdivision plans will provide the elevation of the lowest floors of all proposed structure(s) and pad(s). If the site is filled above the base flood elevation, the final first floor and pad elevations shall be certified by a registered professional civil engineer or surveyor and provided as part of an application for a Letter of Map Revision Based on Fill (LOMR-F) to the floodplain administrator.
3. All subdivision proposals shall be consistent with the need to minimize flood damage.
4. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
5. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

Q. S. Standards for Manufactured Homes/Mobile Homes.

1. All manufactured homes that are placed or substantially improved, within Zones A1—30, AH, AE, V1-30, VE, or V on the Flood Insurance Rate Map, on sites located:
 - a. Outside of a manufactured home park or subdivision;
 - b. In a new manufactured home park or subdivision;
 - c. In an expansion to an existing manufactured home park or subdivision; or
 - d. In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor

of the manufactured home is elevated at least one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. Within Zones V1-30, V, and VE on the Flood Insurance Rate map shall meet the requirements of subsection (R).

2. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1—30, AH, AE, V1-30, V, and VE on the Flood Insurance Rate Map that are not subject to the provisions of subsection A of this section shall be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either:
 - a. The lowest floor of the manufactured home is at least one foot above the base flood elevation; or
 - b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade.
3. All mobile homes/manufactured homes shall be anchored to resist flotation, collapse or lateral movement by providing over-the-top and frame ties to ground anchors. Specific requirements shall be that:
 - a. Over-the-top ties be provided at each of the four corners of the mobile home, with two additional ties per side at intermediate locations, with mobile homes less than fifty feet long requiring only one additional tie per side;
 - b. Frame ties be provided at each corner of the home with five additional ties per side at intermediate points, with mobile homes less than fifty feet long requiring only four additional ties per side;
 - c. All components of the anchoring system be capable of carrying a force of four thousand eight hundred pounds; and
 - d. Any additions to the mobile home shall be similarly anchored.

R. I. Standards for Recreational Vehicles.

1. All recreational vehicles placed on sites within Zones A1—30, AH, AE, V1-30, VE, and V on the community's Flood Insurance Rate Map will either:
 - ~~1.~~ a. Be on the site for fewer than one hundred eighty consecutive days; or
 - ~~2.~~ b. Be fully licensed and ready for highway use—a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site

only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

- ~~3.~~ c. Meet the permit requirements of subsection (~~F~~ W) of this chapter and the elevation and anchoring requirements for manufactured homes in subsection (~~Q~~ S)(1)a.

2. Recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's Flood Insurance Rate Map will meet the requirements of subsection (R) and subsection (S).

~~S.~~ U. Floodways (FW). Located within areas of special flood hazard established in subsection (G) are areas designated as floodways to which the following provisions apply:

1. Until a regulatory floodway is adopted in Zone A Areas, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than 1 foot at any point within the City of National City.

~~1.~~ 2. Within an adopted regulatory floodway, the City of National City shall prohibit Encroachments, including fill, new construction, manufactured homes, substantial improvements, and other development within Zones A1-30 and AE, unless certification by a registered professional civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

~~2.~~ 3. If Section (~~S~~ U) ~~4~~ 2 is satisfied, all new construction, substantial improvements, and other new development shall comply with all other applicable flood hazard reduction provisions of subsections (~~N~~ P) through (~~S~~ U) and require approval of a Conditional Use Permit pursuant to Title 18 of the National City Municipal Code.

V. – Coastal High Hazard Area. Within coastal high hazard areas, Zones V, V1-30, and VE, as established under subsection (E)11 , the following standards shall apply:

1. All new residential and non-residential construction, including substantial improvement/damage, shall be elevated on adequately anchored pilings or columns and securely anchored to such pilings or columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse,

- and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards.
2. All new construction and other development shall be located on the landward side of the reach of mean high tide.
 3. All new construction and substantial improvement shall have the space below the lowest floor free of obstructions or constructed with breakaway walls as defined in subsection (E) of this chapter. Such enclosed space shall not be used for human habitation and will be usable solely for parking of vehicles, building access or storage.
 4. Fill shall not be used for structural support of buildings.
 5. Man-made alteration of sand dunes which would increase potential flood damage is prohibited.
 6. The Floodplain Administrator shall obtain and maintain the following records:
 - a. Certification by a registered engineer or architect that a proposed structure complies with this section; and
 - b. The elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) of all new and substantially improved structures, and whether such structures contain a basement.

F. W. Establishment of Development Permit. A development permit shall be obtained concurrently with or before issuance of any building, grading, conditional use, planned development, planned unit development permit, or site plan approval, including manufactured homes, and before construction or development begins within any area of special flood hazard established in subsection (G). Application for a development permit shall be on forms furnished by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

1. Identify and describe the work to be covered by the permit for which application is made;
2. Describe the land on which the proposed work is to be done by lot, block, tract, house and street address; or similar description that will readily identify and definitely locate the proposed building or work;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Be accompanied by plans and specifications for proposed construction;

5. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority;
6. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures in AO zone elevation of highest adjacent grade and proposed elevation of lowest floor of all structures;
7. Proposed elevation in relation to mean sea level to which any structure will be flood-proofed, if required in subsection (~~N~~ P)(3)c;
8. All appropriate certifications listed in subsection (~~V~~ Y)(5) of this chapter;
9. Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development;
10. Give such other information as reasonably may be required by the floodplain administrator, including but not limited to:
 - a. A typical valley cross-section showing the channel of the stream, elevation of land areas adjoining each side of the channel, cross-sectional areas to be corrupted by the proposed development and higher water information,
 - b. Locations and elevations of streets, water supply, sanitary facilities, photographs showing existing land uses and vegetation upstream and downstream, soil types and other pertinent information,
 - c. Profile showing the slope of the bottom of the channel or flow line of the stream;
11. Evidence of prior or concurrent approval of any conditional use permit which may be required by subsection (~~V~~ Y) for alteration of watercourses.

~~U~~ X. Designation of the Floodplain Administrator. The city engineer is appointed to administer, implement and enforce this chapter by granting or denying development permits in accord with its provisions.

~~V~~ Y. Duties and Responsibilities of the Floodplain Administrator. The duties of the floodplain administrator shall include, but not be limited to the following:

1. Permit Review. Review all development permits to determine that:
 - a. Permit requirements of this chapter have been satisfied; including determination of substantial improvement and substantial damage of existing structures;
 - b. All other required state and federal permits have been obtained;

- c. The site is reasonably safe from flooding; and
 - d. The proposed development does not adversely affect the carrying capacity of the areas where base flood elevations have been determined but a floodway has not been designated.
 - e. All Letters of Map Revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.
2. Review ~~and~~ Use and Development of any Other Base Flood Data. When base flood elevation data have not been provided in accordance with subsection (G), the floodplain administrator shall obtain, review and reasonably utilize any base flood and floodway elevation data available from a federal or state agency or other source, in order to administer subsections (~~N P~~) through (~~S U~~), inclusive. Any such information shall be submitted to the city for adoption.
3. Information to be Obtained and Maintained.
- a. Obtain and record the actual elevation (in relation to mean sea level) of the lowest habitable floor (including basement) of all new or substantially improved structures;
 - b. For all new or substantially improved flood-proofed structures:
 - i. Verify and record the actual elevation (in relation to mean sea level); and
 - ii. Maintain the flood-proofing certifications required in subsection (3)a, b, and c of subsection (~~N P~~), part (2) of subsection (~~P R~~), and part (~~4 2~~) of subsection (~~S U~~);
 - c. Maintain for public inspection all records pertaining to the provisions of this chapter.
4. Conditional Use Permit Required. In alteration or relocation of a watercourse, a conditional use permit shall be required by the planning commission. Such permit shall include the following conditions:
- a. Notification of adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - b. Submission of evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency;

- c. Assurance that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained;
 - d. The new channel shall be completed before the old channel is abandoned.
5. Base flood elevations are changed due to physical alterations:
 - a. Within 6 months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
 - b. All Letters of Map Revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.
 6. Changes in corporate boundaries: Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.
 7. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available as needed the following:
 - a. Certification required by subsection (N)(3)a (floor elevations);
 - b. Certification required by subsection (N)(3)b (elevation or flood-proofing of nonresidential structures);
 - c. Certification required by subsection (N)(3)c (wet flood-proofing standard);
 - d. Certification of elevation required by subsection (P)(2) (subdivision standards);
 - e. Certification required by subsection (S)(1) (floodway encroachments).
 8. Remedial Action. Take action to remedy violations of this chapter as specified in subsection (H).

~~W.~~ Z. Map Determination. The boundaries of the FW, FF-1, FF-2, FF-3 and FF-4 zones shall be determined by the scale contained on the special flood hazard map. Where interpretation is needed to the exact location of said boundaries (for example where there appears to be a conflict between a mapped boundary and actual field conditions), the planning commission shall make such determination in accordance with this Title based upon:

1. The recommendation of the floodplain administrator; and

2. A review of the Flood Hazard Boundary Maps adopted by reference and declared to be a part of this chapter; and
3. Technical evidence which may be presented by the applicant.

The regulatory flood elevation for the point in question shall be the governing factor in locating the boundary on land. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in subsection (X AA).

~~X~~. AA. Appeals.

The planning commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this chapter. Appeals may be filed and shall be processed in the same manner as for site plan review as provided in this Title.

~~Y~~. BB. Exceptions Variances.

1. Applications for exceptions variances from the terms of this chapter shall be submitted and processed in the same manner as conditional use permits, as provided in this Title.
2. In passing upon such applications for exceptions variances, the planning commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and the:
 - a. Danger that materials may be swept onto other lands to the injury of others;
 - b. Danger to life and property due to flooding or erosion damage;
 - c. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and future property owners;
 - d. Importance of the services provided by the proposed facility to the community;
 - e. Necessity to the facility of a waterfront location where applicable;
 - f. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. Compatibility of the proposed use with existing and anticipated development;
 - h. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. Safety of access to the property in times of flood for ordinary and emergency vehicles;

- j. Expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
 - k. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
3. Any applicant to whom an **exception variance** is granted shall be given written notice over the signature of a community official that:
 - a. The issuance of an **exception variance** to construct a structure below the base flood level will result in increased premium rates for flood insurance; and
 - b. Such construction below the base flood level increases risks to life and property.
 - c. A copy of the notice shall be recorded by the floodplain administrator in the office of the San Diego County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
 4. The floodplain administrator will maintain a record of all **exception variance** actions, including justification for their issuance, and report such **exceptions variances** issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency.

Z. CC. – Conditions for **exceptions variances**.

1. Generally, **exceptions variances** may be issued for new construction and substantial improvements and other proposed development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in subsections (**N P**) through (**U X**), inclusive, of this chapter have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the **exception variance** increases.
2. **Exceptions Variances** may be issued for the repair or rehabilitation of "historic structures" (as defined in subsection (E) of this chapter) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the **exception variance** is the minimum necessary to preserve the historic character and design of the structure.
3. **Exceptions Variances** shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

4. ~~Exceptions~~ Variations shall only be issued upon a determination that the ~~exception~~ variance is the "minimum necessary," considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of ~~exceptions~~ variances to an elevation requirement, this means the planning commission need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the planning commission believes will both provide relief and preserve the integrity of this chapter.
5. ~~Exceptions~~ Variations shall only be issued upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the ~~exception~~ variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of an ~~exception~~ variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in subsection (E) of this chapter, or conflict with existing local laws or ordinances.
6. ~~Exceptions~~ Variations may be issued for new construction, substantial improvement, and other proposed development necessary for the conduct of a functionally dependent use provided that the provisions of subsections (~~Z~~ CC) (1) through (5) are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.
7. Upon consideration of the factors of subsection (~~Y~~ BB) and the purposes of this chapter, the planning commission may attach such conditions to the granting of ~~exceptions~~ variances as it deems necessary to further the purposes of this chapter.
8. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

~~AA.~~ DD. Fees.

1. A nonrefundable fee as established in the fee schedule adopted by the city shall be paid to the city at the time of filing an application for a development permit pursuant to subsection (~~T~~ W).

2. A nonrefundable fee as established in the fee schedule adopted by the city shall be paid to the city at the time of filing an appeal pursuant to subsection (~~X~~ AA).
3. A nonrefundable fee as established in the fee schedule adopted by the city shall be paid to the city at the time of filing for an ~~exception~~ variance pursuant to subsection (~~Y~~ BB).

**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, January 21, 2020, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

CODE AMENDMENT AMENDING SECTION 18.29.070 (FLOODWAY (-FW), FLOODWAY FRINGE (-FF-1), AND FLOODWAY FRINGE-SHALLOW FLOODING (-FF-2) ZONES.) OF TITLE 18 (ZONING) OF THE NATIONAL CITY MUNICIPAL CODE.

The amendment intends to modify existing Municipal Code language related to construction of buildings in flood hazard areas. These changes are in addition to those completed in November 2019.

The Planning Commission conducted a Public Hearing at their meeting of December 16, 2019 and voted 6-0, with one member absent, to recommend adoption of the Code Amendment.

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 4

RESOLUTION NO. 2019-26

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA, RECOMMENDING ADOPTION TO THE CITY COUNCIL OF A CODE AMENDMENT AMENDING SECTION 18.29.070 (FLOODWAY (-FW), FLOODWAY FRINGE (-FF-1), AND FLOODWAY FRINGE-SHALLOW FLOODING (-FF-2) ZONES.) OF TITLE 18 (ZONING) OF THE NATIONAL CITY MUNICIPAL CODE.
APPLICANT: CITY-INITIATED.
CASE FILE NO. 2019-24 A

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code, per Chapter 18.12.150; and,

WHEREAS, In an email dated November 8, 2019, FEMA directed the City to make additional modifications to its Municipal Codes related to floodplain development to make them in conformance with FEMA regulations; and,

WHEREAS, the Planning Commission of the City of National City, California, considered said proposed amendment at a duly advertised public hearing held on December 16, 2019 at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report provided for Case File No. 2019-24 A, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

WHEREAS, the Planning Commission recommends adoption to the City Council of the City of National City amendment to Chapter 18.29.070 (Floodway (-FW), Floodway Fringe (-FF-1), and Floodway Fringe-Shallow Flooding (-FF-2) zones) of Title 18 (Zoning) of the National City Municipal Code; and,

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

WHEREAS, this action is taken in an effort to comply with applicable State and Federal 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 Planning Commission of the City of National City, California, that the evidence presented to the Planning Commission at the public hearing held on December 16, 2019, support the following findings:

1. That the proposed amendments to section 18.29.070 are consistent with the General Plan, as Land Use and Safety Policies LU-3.4, S-2.4, and Safety Goal S-2 require the minimization of flood hazards through the following goals/policies.
2. That the proposed amendments have been reviewed and been found to comply with the California Environmental Quality Act (CEQA); the amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The regulations prohibit construction within any flood-prone areas.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of December 16, 2019, by the following vote:

AYES: Natividad, Flores, Sendt, Yamane, Garcia, Dela Paz

NAYS: None.

ABSENT: Baca

ABSTAIN: None.



CHAIRPERSON

ORDINANCE NO. 2020 –

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING SECTION 18.29.070 (FLOODWAY (-FW), FLOODWAY FRINGE (-FF-1),
AND FLOODWAY FRINGE-SHALLOW FLOODING (-FF-2) ZONES) OF TITLE 18
(ZONING) OF THE NATIONAL CITY MUNICIPAL CODE**

WHEREAS, pursuant to the terms and provisions of the California Government Code, proceedings were duly initiated for the amendment of the National City Municipal Code (NCMC); and

WHEREAS, on December 16, 2019, a noticed public hearing was held by the Planning Commission, and all persons interested were given the opportunity to appear and be heard before the National City Planning Commission; and

WHEREAS, the Planning Commission regularly and duly certified its report to the City Council of National City and has recommended approval of amending NCMC Title 18: and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on January 21, 2020, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council; and

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Chapter 18.29.070 is hereby amended to read as follows:

18.29.070 Floodway (-FW), Floodway Fringe (-FF-1), Floodway Fringe Shallow Flooding (-FF-2), Floodway Fringe Riverine Flooding (-FF-3), and Coastal High Hazard Flooding (-FF-4) zones.

A. Statement of Purpose. It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;

5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
 6. Help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas;
 7. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
 8. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- B. Methods of Reducing Flood Losses. In order to accomplish its purposes, this chapter includes methods and provisions to:
1. Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
 2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
 3. Control the alteration of natural floodplains, stream channels and natural protective barriers, which help accommodate or channel floodwaters;
 4. Control filling, grading, dredging, and other development which may increase flood damage; and
 5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.
- C. Warning and Disclaimer of Liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, the state of California or the Federal Insurance Administration, Federal Emergency Management Agency for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.
- D. Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another chapter, easement, covenant or deed restrictions conflict or overlap, whichever imposes the more stringent restriction shall prevail.
- E. Definitions. Unless specifically defined below, or in this Title, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter it's most reasonable application.

1. "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.
2. "Adversely affects" means, for purposes of this chapter, that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point.
3. "Alluvial fan" means a geomorphologic feature characterized by a cone- or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from slopes, transported by flood flows, and then deposited on the valley floor, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.
4. "Apex" means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the slope.
5. "Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.
6. "Area of shallow flooding" means a designated AO or AH zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
7. "Area of special flood hazard"—see "Special flood hazard area."
8. "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "one hundred year flood"). Base flood is the term used throughout this chapter.
9. "Base flood elevation" (BFE) means the elevation shown on the Flood Insurance Rate Map for Zones AE, A0, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.
10. "Basement" means any area of the building having its floor subgrade—i.e., below ground level—on all sides.
11. "Breakaway walls" are any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by flood waters. A breakaway wall shall have a safe design loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls must be

certified by a registered engineer or architect and shall meet the following conditions:

- a. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - b. The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.
10. "Building"—see "Structure."
11. "Coastal high hazard area" means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. It is an area subject to high velocity waters, including coastal and tidal inundation or tsunamis. The area is designated on a Flood Insurance Rate Map (FIRM) as Zone V1-V30, VE, or V.
12. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
13. "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.
14. "Exception". See "Variance"
15. "Existing manufactured home/mobile home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes/mobile homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before February 15, 1979.
16. "Expansion to an existing manufactured home/mobile home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes/mobile homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or pouring of concrete pads).
17. "Flood, flooding or floodwater" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, and/or the unusual and rapid accumulation or runoff of surface waters from any source.
18. "Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance

Administration has delineated both the areas of special flood hazards and the floodway.

19. "Flood Hazard Boundary Map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the areas of flood hazards.
20. "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
21. "Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.
22. "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source—see "Flooding."
23. "Floodplain administrator" means the individual appointed to administer and enforce the floodplain management regulations. This individual shall be the city engineer of the city.
24. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.
25. "Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other applications of police power which control development in flood-prone areas. The term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.
26. "Flood-proofing" means any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
27. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "regulatory floodway."
28. "Floodway encroachment lines" means the lines marking the limits of floodways on the effective Flood Insurance Rate Map.

29. "Floodway fringe" means that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted. These areas are identified on the effective Flood Insurance Rate Map as 'Zone AE' and 'Zone AO'.
30. "Fraud and victimization," as related to subsection (CC) (Conditions for variances) of this chapter, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the planning commission will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject, during all those years, to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.
31. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.
32. "Habitable floor" means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a "habitable floor."
33. "Hardship," as related to (CC) (Conditions for variances) of this chapter, means the unusual hardship that would result from a failure to grant the requested variance. The planning commission requires that the variance be unusual and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.
34. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
35. "Historic structure" means any structure that is:
 - a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by

- the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states with approved programs.
36. "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.
37. "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.
38. "Lowest floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area (see "Basement") is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this title.
(Note: This definition allows attached garages to be built at grade. Below grade garages are not allowed as they are considered to be basements).
39. "Manufactured home" or "mobile home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include "recreational vehicles" or "travel trailers."
40. "Manufactured home/mobile home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.
41. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical

Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

42. "New construction" for floodplain management purposes means structures for which the "start of construction" commenced on or after February 15, 1979, and includes any subsequent improvements to such structures.
43. "New manufactured home/mobile home park or subdivision" means a manufactured home/mobile home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes/mobile homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after February 15, 1979.
44. "Obstruction" means and includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, or along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.
45. "One hundred year flood"—see "Base flood."
46. "Primary frontal dune" means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively mild slope.
47. "Principal structure" means a structure used for the principal use of the property as distinguished from an accessory use.
48. "Public safety and nuisance," as related to subsection (CC) (Conditions for variances) of this chapter, means that the granting of an variance must not result in anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal or basin.
49. "Recreational vehicle" means a vehicle which is:
 - a. Built on a single chassis;
 - b. Four hundred square feet or less when measured at the largest horizontal projection;
 - c. Designed to be self-propelled or permanently towable by a light-duty truck;and

- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
50. "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
51. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.
52. "Sheet flow"—see "Area of shallow flooding."
53. "Special flood hazard area (SFHA)" means an area having special flood or flood-related erosion hazards, and shown on a FBHM or FIRM as Zone A, AO, A1—A30, AE, A99, AH, V1-V30, VE or V.
54. "Start of construction" means and includes substantial improvement and other proposed new development, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure (other than a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. For a structure (other than a mobile home) without a basement or poured footings, the "start of construction" includes the first permanent framing or assembly of the structure or any part thereof on its piling or foundation. For mobile homes not within a mobile home park or mobile home subdivisions, "start of construction" means the affixing of the mobile home to its permanent site. For mobile homes within mobile home parks or mobile home subdivisions, "start of construction" is the date on which the construction of facilities for servicing the site on which the mobile home is to be affixed (including, at a minimum, the construction of streets, either final site grading or the pouring of concrete pads, and installation of utilities) is completed.
55. "Structure" means a walled and roofed building that is principally aboveground. This includes a gas or liquid storage tank or manufactured/mobile home.

56. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.
57. "Substantial improvement" means any reconstruction, rehabilitation, addition or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual work performed. The term does not, however, include either:
- a. Any project for improvement of a structure to correct violations or to comply with state or local health, sanitary, or safety code specifications which have been identified by a local code conformance official and which are solely necessary to assure safe living conditions; or
 - b. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."
58. "V Zone – see Coastal High Hazard Area.
59. "Variance", as used in this chapter, means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.
60. "Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.
61. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
62. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.
- F. Lands to which Chapter Applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of National City.
1. No structure or land shall hereafter be constructed, located, extended, converted or altered without first submitting an application for a flood hazard area development permit to the flood plain administrator.
- G. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard as shown on the special flood hazard map as floodway (FW), floodway fringe

(FF-1), and floodway fringe-shallow flooding (FF2) zones and conforming with the areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for National City dated August 4, 1988, and accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated August 4, 1988, and all subsequent amendments and/or revisions, are adopted by reference and declared to be a part of this chapter without an further action by the City Council. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the planning commission by the floodplain administrator. The study, FIRMs and FBFMs are on file at the office of the floodplain administrator at 1243 National City Boulevard, National City, California, 91950.

- H. Compliance. No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the city from taking such lawful action as is necessary to prevent or remedy any violation.
- I. Interpretation. In the interpretation and application of this chapter, all provisions shall be:
 - a. Considered as minimum requirements;
 - b. Liberally construed in favor of the city; and
 - c. Deemed neither to limit nor repeal any other powers granted under state statutes.
- J. Severability. This chapter and the various parts thereof are declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.
- K. Floodway Zone (FW) Established. There is established, on the special flood hazard map, a designated floodway zone. The FW zone shall be applied to those areas of special flood hazard designated as floodways on the "Flood Boundary and Floodway Map" of the Flood Insurance Study.
- L. Floodway Fringe Zone (FF-1) Established. There is established, on the special flood hazard map, a designated floodway fringe zone. The FF-1 zone shall be applied to those areas of special flood hazard designated as floodway fringe on the "Flood Boundary and Floodway Map" of the Flood Insurance Study, but excluding areas of shallow flooding designated AO or AH on the Flood Insurance Rate Map (FIRM).

- M. Floodway Fringe – Shallow Flooding Zone (FF-2) Established. There is established, on the special flood hazard map, a designated floodway fringe-shallow flooding zone. The FF-2 zone shall be applied to those areas of special flood hazard designated as floodway fringe on the "Flood Boundary and Floodway Map" of the Flood Insurance Study, and designated as areas of shallow flooding AO or AH on the Flood Insurance Rate Map (FIRM).
- N. Floodway Fringe – Riverine Flooding Zone (FF-3) established. There is established, on the special flood hazard map, a designated riverine flooding zone. The FF-3 zone is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.
- O. Floodway Fringe – Coastal High Hazard Flooding Zone (FF-4) established. There is established, on the special flood hazard map, a designated coastal high hazard flooding zone. The FF-4 zone shall be applied to those areas of special flood hazard designated as areas of coastal flooding VE or V on the Flood Insurance Rate Map (FIRM).
- P. Standards Applicable to All Areas of Special Flood Hazard. In all areas of special flood hazards including the FW, FF-1, FF-2, FF-3, and FF-4 zones, the following standards are required:
1. Anchoring.
 - a. All new construction and substantial improvements, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - b. All manufactured/mobile homes shall meet the anchoring standards of subsection (S).
 2. Construction Materials and Methods. All new construction and substantial improvements, including manufactured homes, shall be constructed:
 - a. With materials and utility equipment resistant to flood damage
 - b. Using methods and practices that minimize flood damage;
 - c. With electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and
 - d. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

3. Elevation and Flood-proofing. (See Section (E) definitions for "new construction," "substantial damage" and "substantial improvement.")
 - a. Residential construction, new or substantial improvement, shall have the lowest floor, including basement:
 - i. In an AO zone, elevated above the highest adjacent grade to a height exceeding the depth number specified in feet on the FIRM by at least one foot, or elevated at least three feet above the highest adjacent grade if no depth number is specified;
 - ii. In an AE, AH, or A1-30 zones, elevated at least one foot above the base flood elevation, as determined by the city;
 - iii. In an A (Unnumbered/Approximate A Zone) Zone, without base flood elevations specified on the FIRM, elevated at least one foot above the base flood elevation, as determined by the City;

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional civil engineer or surveyor to be properly elevated. Such certification or verification shall be provided to the floodplain administrator.

- b. Nonresidential construction, shall either be elevated to conform with subsection (3)a of this section or together with attendant utility and sanitary facilities:
 - i. Be completely flood-proofed below the elevation recommended under subsection (C) (1) of this section so that the structure is watertight with walls substantially impermeable to the passage of water; and
 - ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - iii. Be certified by a registered professional civil engineer that the standards of this subsection (3)b of this section are satisfied. Such certification shall be provided to the floodplain administrator.
 - c. All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basement) that are usable solely for parking vehicles, building access or storage, and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must exceed the following minimum criteria:
 - i. Be certified by a registered professional civil engineer; or
 - ii. Be certified to comply with a local flood-proofing standard approved by the Federal Insurance Administration, Federal Emergency Management Agency; or
 - iii. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above

adjacent natural grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

d. Manufactured homes shall also meet the standards in subsection (3)c of this section and subsection (S).

4. Storage of Material and Equipment.

a. The storage or processing of materials that are, in time of flooding, flammable, explosive, or could be injurious to human, animal or plant life is prohibited.

b. Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

Q. Standards for Utilities.

1. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:

a. Infiltration of floodwaters into the systems; and

b. Discharge from the systems into floodwaters.

2. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

R. Standards for Subdivision.

1. All preliminary subdivision proposals, including proposals for manufactured home parks and subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall identify the flood hazard area and the elevation of the base flood.

2. All subdivision plans will provide the elevation of the lowest floors of all proposed structure(s) and pad(s). If the site is filled above the base flood elevation, the final first floor and pad elevations shall be certified by a registered professional civil engineer or surveyor and provided as part of an application for a Letter of Map Revision Based on Fill (LOMR-F) to the floodplain administrator.

3. All subdivision proposals shall be consistent with the need to minimize flood damage.

4. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

5. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

S. Standards for Manufactured Homes/Mobile Homes.

1. All manufactured homes that are placed or substantially improved, within Zones A1—30, AH, AE, V1-30, VE, or V on the Flood Insurance Rate Map, on sites located:

a. Outside of a manufactured home park or subdivision;

- b. In a new manufactured home park or subdivision;
 - c. In an expansion to an existing manufactured home park or subdivision; or
 - d. In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at least one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. Within Zones V1-30, V, and VE on the Flood Insurance Rate map shall meet the requirements of subsection (R).
2. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1—30, AH, AE, V1-30, V, and VE on the Flood Insurance Rate Map that are not subject to the provisions of subsection A of this section shall be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either:
 - a. The lowest floor of the manufactured home is at least one foot above the base flood elevation; or
 - b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade.
 3. All mobile homes/manufactured homes shall be anchored to resist flotation, collapse or lateral movement by providing over-the-top and frame ties to ground anchors. Specific requirements shall be that:
 - a. Over-the-top ties be provided at each of the four corners of the mobile home, with two additional ties per side at intermediate locations, with mobile homes less than fifty feet long requiring only one additional tie per side;
 - b. Frame ties be provided at each corner of the home with five additional ties per side at intermediate points, with mobile homes less than fifty feet long requiring only four additional ties per side;
 - c. All components of the anchoring system be capable of carrying a force of four thousand eight hundred pounds; and
 - d. Any additions to the mobile home shall be similarly anchored.

T. Standards for Recreational Vehicles.

1. All recreational vehicles placed on sites within Zones A1—30, AH, AE, V1-30, VE, and V on the community's Flood Insurance Rate Map will either:
 - a. Be on the site for fewer than one hundred eighty consecutive days; or
 - b. Be fully licensed and ready for highway use—a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site

only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

c. Meet the permit requirements of subsection (W) of this chapter and the elevation and anchoring requirements for manufactured homes in subsection (S)(1)a.

2. Recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's Flood Insurance Rate Map will meet the requirements of subsection (R) and subsection (S).

U. Floodways (FW). Located within areas of special flood hazard established in subsection (G) are areas designated as floodways to which the following provisions apply:

1. Until a regulatory floodway is adopted in Zone A Areas, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than 1 foot at any point within the City of National City.

2. Within an adopted regulatory floodway, the City of National City shall prohibit encroachments, including fill, new construction, manufactured homes, substantial improvements, and other development within Zones A1-30 and AE, unless certification by a registered professional civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

3. If Section (U) 2 is satisfied, all new construction, substantial improvements, and other new development shall comply with all other applicable flood hazard reduction provisions of subsections (P) through (U) and require approval of a Conditional Use Permit pursuant to Title 18 of the National City Municipal Code.

V. – Coastal High Hazard Area. Within coastal high hazard areas, Zones V, V1-30, and VE, as established under subsection (E) 11, the following standards shall apply:

1. All new residential and non-residential construction, including substantial improvement/damage, shall be elevated on adequately anchored pilings or columns and securely anchored to such pilings or columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards.

2. All new construction and other development shall be located on the landward side of the reach of mean high tide.
3. All new construction and substantial improvement shall have the space below the lowest floor free of obstructions or constructed with breakaway walls as defined in subsection (E) of this chapter. Such enclosed space shall not be used for human habitation and will be usable solely for parking of vehicles, building access or storage.
4. Fill shall not be used for structural support of buildings.
5. Man-made alteration of sand dunes which would increase potential flood damage is prohibited.
6. The Floodplain Administrator shall obtain and maintain the following records:
 - a. Certification by a registered engineer or architect that a proposed structure complies with this section; and
 - b. The elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) of all new and substantially improved structures, and whether such structures contain a basement.

W. Establishment of Development Permit. A development permit shall be obtained concurrently with or before issuance of any building, grading, conditional use, planned development, planned unit development permit, or site plan approval, including manufactured homes, and before construction or development begins within any area of special flood hazard established in subsection (G). Application for a development permit shall be on forms furnished by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

1. Identify and describe the work to be covered by the permit for which application is made;
2. Describe the land on which the proposed work is to be done by lot, block, tract, house and street address; or similar description that will readily identify and definitely locate the proposed building or work;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Be accompanied by plans and specifications for proposed construction;
5. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority;
6. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures in AO zone elevation of highest adjacent grade and proposed elevation of lowest floor of all structures;

7. Proposed elevation in relation to mean sea level to which any structure will be flood-proofed, if required in subsection (P)(3)c;
8. All appropriate certifications listed in subsection (Y)(5) of this chapter;
9. Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development;
10. Give such other information as reasonably may be required by the floodplain administrator, including but not limited to:
 - a. A typical valley cross-section showing the channel of the stream, elevation of land areas adjoining each side of the channel, cross-sectional areas to be corrupted by the proposed development and higher water information,
 - b. Locations and elevations of streets, water supply, sanitary facilities, photographs showing existing land uses and vegetation upstream and downstream, soil types and other pertinent information,
 - c. Profile showing the slope of the bottom of the channel or flow line of the stream;
11. Evidence of prior or concurrent approval of any conditional use permit which may be required by subsection (Y) for alteration of watercourses.

X. Designation of the Floodplain Administrator. The city engineer is appointed to administer, implement and enforce this chapter by granting or denying development permits in accord with its provisions.

Y. Duties and Responsibilities of the Floodplain Administrator. The duties of the floodplain administrator shall include, but not be limited to the following:

1. Permit Review. Review all development permits to determine that:
 - a. Permit requirements of this chapter have been satisfied; including determination of substantial improvement and substantial damage of existing structures;
 - b. All other required state and federal permits have been obtained;
 - c. The site is reasonably safe from flooding; and
 - d. The proposed development does not adversely affect the carrying capacity of the areas where base flood elevations have been determined but a floodway has not been designated.
 - e. All Letters of Map Revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.
2. Review Use and Development of any Other Base Flood Data. When base flood elevation data have not been provided in accordance with subsection (G), the floodplain administrator shall obtain, review and reasonably utilize any base flood

and floodway elevation data available from a federal or state agency or other source, in order to administer subsections (P) through (U), inclusive. Any such information shall be submitted to the city for adoption.

3. Information to be Obtained and Maintained.
 - a. Obtain and record the actual elevation (in relation to mean sea level) of the lowest habitable floor (including basement) of all new or substantially improved structures;
 - b. For all new or substantially improved flood-proofed structures:
 - i. Verify and record the actual elevation (in relation to mean sea level); and
 - ii. Maintain the flood-proofing certifications required in subsection (3)a, b, and c of subsection (P), part (2) of subsection (R), and part (2) of subsection (U);
 - c. Maintain for public inspection all records pertaining to the provisions of this chapter.
4. Conditional Use Permit Required. In alteration or relocation of a watercourse, a conditional use permit shall be required by the planning commission. Such permit shall include the following conditions:
 - a. Notification of adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - b. Submission of evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency;
 - c. Assurance that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained;
 - d. The new channel shall be completed before the old channel is abandoned.
5. Base flood elevations are changed due to physical alterations:
 - a. Within 6 months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
 - b. All Letters of Map Revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.
6. Changes in corporate boundaries: Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.
7. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available as needed the following:

- a. Certification required by subsection (N)(3)a (floor elevations);
- b. Certification required by subsection (N)(3)b (elevation or flood-proofing of nonresidential structures);
- c. Certification required by subsection (N)(3)c (wet flood-proofing standard);
- d. Certification of elevation required by subsection (P)(2) (subdivision standards);
- e. Certification required by subsection (S)(1) (floodway encroachments).

8. Remedial Action. Take action to remedy violations of this chapter as specified in subsection (H).

Z. Map Determination. The boundaries of the FW, FF-1, FF-2, FF-3 and FF-4 zones shall be determined by the scale contained on the special flood hazard map. Where interpretation is needed to the exact location of said boundaries (for example where there appears to be a conflict between a mapped boundary and actual field conditions), the planning commission shall make such determination in accordance with this Title based upon:

- 1. The recommendation of the floodplain administrator; and
- 2. A review of the Flood Hazard Boundary Maps adopted by reference and declared to be a part of this chapter; and
- 3. Technical evidence which may be presented by the applicant.

The regulatory flood elevation for the point in question shall be the governing factor in locating the boundary on land. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in subsection (AA).

AA. Appeals.

The planning commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this chapter. Appeals may be filed and shall be processed in the same manner as for site plan review as provided in this Title.

BB. Variances.

- 1. Applications for variances from the terms of this chapter shall be submitted and processed in the same manner as conditional use permits, as provided in this Title.
- 2. In passing upon such applications for variances, the planning commission shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and the:
 - a. Danger that materials may be swept onto other lands to the injury of others;
 - b. Danger to life and property due to flooding or erosion damage;
 - c. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and future property owners;

- d. Importance of the services provided by the proposed facility to the community;
 - e. Necessity to the facility of a waterfront location where applicable;
 - f. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - g. Compatibility of the proposed use with existing and anticipated development;
 - h. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - i. Safety of access to the property in times of flood for ordinary and emergency vehicles;
 - j. Expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
 - k. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
3. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
- a. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance; and
 - b. Such construction below the base flood level increases risks to life and property.
 - c. A copy of the notice shall be recorded by the floodplain administrator in the office of the San Diego County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
 - 4. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency.

CC. – Conditions for variances.

- 1. Generally, variances may be issued for new construction and substantial improvements and other proposed development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in subsections (P) through (X), inclusive, of this chapter have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- 2. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in subsection (E) of this chapter) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a

historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

3. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon a determination that the variance is the "minimum necessary," considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the planning commission need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the planning commission believes will both provide relief and preserve the integrity of this chapter.
5. Variances shall only be issued upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in subsection (E) of this chapter, or conflict with existing local laws or ordinances.
6. Variances may be issued for new construction, substantial improvement, and other proposed development necessary for the conduct of a functionally dependent use provided that the provisions of subsections (CC) (1) through (5) are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.
7. Upon consideration of the factors of subsection (BB) and the purposes of this chapter, the planning commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.
8. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

DD. Fees.

1. A nonrefundable fee as established in the fee schedule adopted by the city shall be paid to the city at the time of filing an application for a development permit pursuant to subsection (W).
2. A nonrefundable fee as established in the fee schedule adopted by the city shall be paid to the city at the time of filing an appeal pursuant to subsection (AA).

3. A nonrefundable fee as established in the fee schedule adopted by the city shall be paid to the city at the time of filing for a variance pursuant to subsection (BB).

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 4. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

PASSED and ADOPTED this 21st day of January, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing an appropriation in the amount of \\$90,000 to the General Fund City Clerk Elections Account from the General Fund fund balance for election costs associated with the City Council initiated Ballot Measure regarding appointment of the City Clerk and City Treasurer, and the voter Referendum Measure regarding pet store sales which are both going before the voters at the March 3rd \[March 3, 2020\] Special Election. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing an appropriation in the amount of \$90,000 to the General Fund City Clerk – Elections Account from the General Fund fund balance for election costs associated with the City Council initiated Ballot Measure regarding appointment of the City Clerk and City Treasurer, and the voter Referendum Measure regarding pet store sales, both going before the voters at the March 3rd [March 3, 2020] Special Election. (City Clerk)

PREPARED BY: Michael R. Dalla, City Clerk

DEPARTMENT: City Clerk

PHONE: (619) 336-4226

APPROVED BY: 

EXPLANATION:

The City Council initiated Ballot Measure regarding appointment of the City Clerk and City Treasurer, and the Referendum Measure regarding pet store sales, both of which are going before the voters at the March 3rd [March 3, 2020] Special Election, has resulted in unanticipated and unbudgeted election costs.

A supplemental budget appropriation will be needed to cover those costs.

Based on current Registrar of Voters (ROV) estimates, as well as past and current costs, a supplemental appropriation in the amount of \$90,000 is requested at this time. The basis for the request is as follows:

\$60,000	ROV Estimated Cost of 2 Measures (\$30,000 to \$60,000)
\$25,000	Estimate of ROV Signature Verification Costs
\$ 5,000	Miscellaneous Costs such as Translations and Publication
\$90,000	TOTAL <u>Estimated</u> Election Costs

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

001-402-021-212-000 (City Clerk – Elections)

This appropriation requires the use of General Fund unassigned fund balance of \$90,000. Approval of this appropriation will increase the fiscal-year-to-date approved use of General Fund unassigned fund balance from \$4,141,744 to \$4,231,744.

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$90,000 TO THE
GENERAL FUND CITY CLERK – ELECTIONS ACCOUNT FROM THE GENERAL
FUND FUND BALANCE FOR ELECTION COSTS ASSOCIATED WITH THE CITY
COUNCIL INITIATED BALLOT MEASURE REGARDING APPOINTMENT OF THE
CITY CLERK AND CITY TREASURER, AND THE VOTER REFERENDUM MEASURE
REGARDING PET STORE SALES, BOTH GOING BEFORE THE VOTERS AT THE
MARCH 3, 2020 SPECIAL ELECTION**

WHEREAS, the City Council initiated Ballot Measure regarding appointment of the City Clerk and City Treasurer, and the Referendum Measure regarding pet store sales, both of which are going before the voters at the March 3, 2020 Special Election, has resulted in unanticipated and unbudgeted election costs; and

WHEREAS, a supplemental budget appropriation will be needed to cover those costs; and

WHEREAS, based on current Registrar of Voters (ROV) estimates, as well as past and current costs, a supplemental appropriation in the amount of \$90,000 to the General Fund City Clerk – Elections Account from the General Fund fund balance for election costs associated with the City Council initiated Ballot Measure regarding appointment of the City Clerk and City Treasurer, and the voter Referendum Measure regarding pet store sales, both going before the voters at the March 3, 2020 Special Election is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes an appropriation in the amount of \$90,000 to the General Fund City Clerk – Elections Account from the General Fund fund balance for election costs associated with the City Council initiated Ballot Measure regarding appointment of the City Clerk and City Treasurer, and the voter Referendum Measure regarding pet store sales, both going before the voters at the March 3, 2020 Special Election.

PASSED and ADOPTED this 21st day of January, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) awarding a contract to Portillo Concrete Inc. in the not-to-exceed amount of \\$1,040,000.00 for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05; 2\) authorizing a 15% contingency in the amount of \\$156,000.00 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Portillo Concrete Inc. in the not-to-exceed amount of \$1,040,000.00 for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05; 2) authorizing a 15% contingency in the amount of \$156,000.00 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works


PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance
APPROVED: _____ MIS

ACCOUNT NO.

Contract Award - \$1,040,000.00

Expenditure Account No. 296-409-500-598-3498 (Federal Repurposed Earmark Project) - \$611,932

Expenditure Account No. 109-409-500-598-6035 (SB1-Gas Tax) - \$275,085.00

Expenditure Account No. 307-409-500-598-6166 (TransNet) - \$152,983.00

15% Contingency - \$156,000.00

Expenditure Account No. 109-409-500-598-6035 (SB1-Gas Tax) - \$156,000.00

Funds are appropriated in the above accounts.

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3), approved June 4, 2019.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Portillo Concrete Inc. in the not-to-exceed amount of \$1,040,000.00 for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

EXPLANATION

On August 2, 2016, City Council adopted Resolution No. 2016-114 authorizing the City Manager to execute Earmark Repurposing Sheets for submittal to SANDAG to repurpose Federal Earmarked SAFETEA-LU Funds in the amount of \$611,931 from the I-805 Sound Walls Project to local roadway rehabilitation projects, and committing to a 20% local match in the amount of \$152,983 using local Prop A TransNet funds as required for repurposing. The amount authorized was rounded up from \$611,931.34 to \$611,932.

On July 25, 2019, Caltrans authorized the City to proceed with the construction phase.

The Palm Avenue Road Rehabilitation project will provide a 2" grind and overlay on 1.1 miles of Palm Avenue from Division Street to E. 18th Street within the existing right-of way, and upgrade ADA ramps to the current standard within the project limits, as well as address damaged cross gutter, and curb and gutter. The project will also improve pedestrian crossings through the installation of accessibility enhancements at the following intersections:

- 1) Palm Avenue & E. 1st Street
- 2) Palm Avenue & E. 14th Street
- 3) Palm Avenue & E. 7th Street
- 4) Laurel Avenue & E. 1st Street
- 5) Norton Avenue & E. 1st Street

On November 7, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On November 14, 2019 and November 18, 2019, the bid solicitation was advertised in local newspapers.

On December 2, 2019, nine (9) bids were received by the 2:00 p.m. deadline. Portillo Construction Inc. was the apparent lowest bidder with a total bid amount of \$1,040,000.00. Upon review of all documents submitted, Portillo Construction's bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Portillo Construction Inc. in the not to exceed amount of \$1,040,000.00 and to authorize a 15% contingency in the amount of \$156,000.00 to address any unforeseen conditions that may arise. The contract will be funded through a combination of Federal Earmarked SAFETEA-LU Funds, SB1-Gas Tax and TransNet.

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

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



BID OPENING SUMMARY

NAME: PALM AVENUE ROAD REHABILITATION PROJECT
CIP NO: 19-05
DATE: Monday, December 2, 2019
TIME: 2:00 P.M.
ESTIMATE: \$1,137,000.00
PROJECT ENGINEER: Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA #1,2	BID SECURITY - BOND
1.	Portillo Concrete 3527 Citrus Street Lemon Grove, CA 91945	\$1,040,000.00	Yes	Bond
2.	T C Construction Company 10540 Prospect Avenue Santee, CA 92071	\$1,190,555.00	Yes	Bond
3.	Tri Group Construction and Development, Inc 9580 Black Mountain Road San Diego, CA 92126	\$1,299,445.00	Yes	Bond
4.	Blue Pacific Engineering 7330 Opportunity Road, Suite A San Diego, CA 92111	\$1,301,885.00	Yes	Bond
5.	Alvarez and Shaw, Inc. 13080 Hwy 8 Business El Cajon, CA 92021	\$1,382,145.50	Yes	Bond
6.	PAL General Engineering 10675 Treena Street, Suite 103 San Diego, CA 92131	\$1,444,307.00	Yes	Bond
7.	Hardy and Harper, Inc. 32 Rancho Circle Lake Forest, CA 92630	\$1,455,841.00	Yes	Bond
8.	Just Construction, Inc. 3103 Market Street San Diego, CA 92102	\$1,458,344.00	Yes	Bond
9.	LB Civil Construction 324 East Valley Parkway Escondido, CA 92025	\$1,966,160.00	Yes	Bond

Bid Results for Palm Avenue Road Rehabilitation Project (CIP No. 19-05)

Item No.	Description	Unit	Qty.	Portillo Concrete Inc.		TC Construction Company, Inc.		TRI Group Construction and Development, Inc.	
Base Bid -Palm Avenue from Division Street to Plaza Boulevard									
1	Mobilization/Demobilization	LS	1	\$50,000.00	\$50,000.00	\$6,000.00	\$6,000.00	\$30,000.00	\$30,000.00
2	Clearing and Grubbing	LS	1	\$40,000.00	\$40,000.00	\$25,730.00	\$25,730.00	\$90,000.00	\$90,000.00
3	Water Pollution Control	LS	1	\$1,000.00	\$1,000.00	\$3,300.00	\$3,300.00	\$50,000.00	\$50,000.00
4	Traffic and Pedestrian Control	LS	1	\$20,000.00	\$20,000.00	\$49,260.00	\$49,260.00	\$90,000.00	\$90,000.00
5	Unclassified Excavation	LS	1	\$20,000.00	\$20,000.00	\$32,500.00	\$32,500.00	\$90,000.00	\$90,000.00
6	Removal, Disposal and Replacement of Unsuitable Material	CY	100	\$50.00	\$5,000.00	\$163.00	\$16,300.00	\$150.00	\$15,000.00
7	Remove and Replace ADA Ramps (All Types)	EA	21	\$4,000.00	\$84,000.00	\$6,100.00	\$128,100.00	\$3,750.00	\$78,750.00
8	Construct Pedestrian Passageway (Complete)	EA	1	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00
9	Remove Existing Sidewalk and Construct 4" Concrete Sidewalk	SF	700	\$10.00	\$7,000.00	\$11.20	\$7,840.00	\$10.00	\$7,000.00
10	Remove Existing Curb and Gutter and Construct Curb and Gutter	LF	270	\$35.00	\$9,450.00	\$54.00	\$14,580.00	\$35.00	\$9,450.00
11	Remove and Replace Concrete Driveway	SF	825	\$15.00	\$12,375.00	\$18.00	\$14,850.00	\$10.00	\$8,250.00
12	Remove and Replace or Construct Concrete Cross Gutter	SF	2525	\$15.00	\$37,875.00	\$17.30	\$43,682.50	\$15.00	\$37,875.00
13	Remove Detector Box	EA	4	\$400.00	\$1,600.00	\$430.00	\$1,720.00	\$250.00	\$1,000.00
14	Place Pull box W/Conduit for loops	EA	4	\$1,000.00	\$4,000.00	\$590.00	\$2,360.00	\$400.00	\$1,600.00
15	Adjust to Grade Steel Manhole Cover and Frame	EA	14	\$500.00	\$7,000.00	\$1,050.00	\$14,700.00	\$600.00	\$8,400.00
16	Pavement Dig Out Areas (Excavation)	CY	350	\$50.00	\$17,500.00	\$97.50	\$34,125.00	\$200.00	\$70,000.00
17	Pavement Dig Out Areas (Install 6" Asphalt Concrete)	TON	690	\$120.00	\$82,800.00	\$125.00	\$86,250.00	\$145.00	\$100,050.00
18	1.5" to 2" Asphalt Concrete Overlay	TON	1830	\$105.00	\$192,150.00	\$97.00	\$177,510.00	\$104.00	\$190,320.00
19	Cold Mill Existing Asphalt Concrete - 8' Edge Grind 1.5" to 0"	SF	57000	\$0.40	\$22,800.00	\$0.45	\$25,650.00	\$0.30	\$17,100.00

20	Cold Mill Existing Asphalt Concrete - Header Cut 1.5"-2"	SF	23700	\$0.45	\$10,665.00	\$0.50	\$11,850.00	\$0.30	\$7,110.00
21	Replace Modified Type E Loop Detector	EA	16	\$500.00	\$8,000.00	\$400.00	\$6,400.00	\$500.00	\$8,000.00
22	Replace Type E Loop Detector	EA	37	\$500.00	\$18,500.00	\$400.00	\$14,800.00	\$500.00	\$18,500.00
23	Signing and Striping (In kind)	LS	1	\$20,000.00	\$20,000.00	\$11,700.00	\$11,700.00	\$11,000.00	\$11,000.00
Sub Total					\$686,715.00		\$740,207.50		\$944,405.00
Alternate 1 -Palm Avenue from Plaza Boulevard to E. 18th Street									
1	Mobilization/Demobilization	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
2	Clearing and Grubbing	LS	1	\$1,000.00	\$1,000.00	\$10,300.00	\$10,300.00	\$5,000.00	\$5,000.00
3	Water Pollution Control	LS	1	\$1,000.00	\$1,000.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00
4	Traffic and Pedestrian Control	LS	1	\$10,000.00	\$10,000.00	\$17,700.00	\$17,700.00	\$5,000.00	\$5,000.00
5	Unclassified Excavation	LS	1	\$10,000.00	\$10,000.00	\$16,400.00	\$16,400.00	\$5,000.00	\$5,000.00
6	Removal, Disposal and Replacement of Unsuitable Material	CY	50	\$50.00	\$2,500.00	\$163.00	\$8,150.00	\$150.00	\$7,500.00
7	Remove and Replace ADA Ramps (All Types)	EA	14	\$4,000.00	\$56,000.00	\$6,100.00	\$85,400.00	\$3,750.00	\$52,500.00
8	Remove Existing Sidewalk and Construct 4" Concrete Sidewalk	SF	800	\$10.00	\$8,000.00	\$11.00	\$8,800.00	\$9.00	\$7,200.00
9	Remove Existing Curb and Gutter and Construct Curb and Gutter	LF	140	\$40.00	\$5,600.00	\$63.20	\$8,848.00	\$32.00	\$4,480.00
10	Remove and Replace Concrete Driveway	SF	700	\$15.00	\$10,500.00	\$18.00	\$12,600.00	\$9.00	\$6,300.00
11	Remove and Replace or Construct New Concrete Cross Gutter	SF	1300	\$15.00	\$19,500.00	\$17.30	\$22,490.00	\$12.00	\$15,600.00
12	Remove Detector Box	EA	4	\$400.00	\$1,600.00	\$430.00	\$1,720.00	\$250.00	\$1,000.00
13	Place Pull box W/Conduit for loops	EA	4	\$1,000.00	\$4,000.00	\$600.00	\$2,400.00	\$400.00	\$1,600.00
14	Adjust to Grade Steel Manhole Cover and Frame	EA	5	\$500.00	\$2,500.00	\$1,050.00	\$5,250.00	\$400.00	\$2,000.00
15	Pavement Dig Out Areas (Excavation)	CY	150	\$50.00	\$7,500.00	\$151.00	\$22,650.00	\$200.00	\$30,000.00
16	Pavement Dig Out Areas (Install 6" Asphalt Concrete)	TON	310	\$120.00	\$37,200.00	\$150.00	\$46,500.00	\$145.00	\$44,950.00
17	1.5" to 2" Asphalt Concrete Overlay	TON	800	\$106.00	\$84,800.00	\$98.60	\$78,880.00	\$104.00	\$83,200.00

18	Cold Mill Existing Asphalt Concrete - 8' Edge Grind 1.5" to 0"	SF	27300	\$0.45	\$12,285.00	\$0.55	\$15,015.00	\$0.30	\$8,190.00
19	Cold Mill Existing Asphalt Concrete - Header Cut 1.5"-2"	SF	8800	\$0.55	\$4,840.00	\$0.60	\$5,280.00	\$0.30	\$2,640.00
20	Replace Modified Type E Loop Detector	EA	5	\$500.00	\$2,500.00	\$400.00	\$2,000.00	\$470.00	\$2,350.00
21	Replace Type E Loop Detector	EA	8	\$500.00	\$4,000.00	\$400.00	\$3,200.00	\$470.00	\$3,760.00
22	Signing and Striping (In kind)	LS	1	\$7,000.00	\$7,000.00	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00
Sub Total					\$302,325.00		\$383,783.00		\$306,270.00
Alternate 2 -ADA Improvements at Norton Avenue and Laurel Avenue									
1	Clearing and Grubbing	LS	1	\$8,560.00	\$8,560.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00
2	Water Pollution Control	LS	1	\$500.00	\$500.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00
3	Traffic and Pedestrian Control	LS	1	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$5,000.00	\$5,000.00
4	Remove and Replace ADA Ramps (All Types)	EA	6	\$4,000.00	\$24,000.00	\$6,100.00	\$36,600.00	\$3,000.00	\$18,000.00
5	Remove Existing Sidewalk and Construct 4" Concrete Sidewalk	SF	450	\$8.00	\$3,600.00	\$11.00	\$4,950.00	\$9.00	\$4,050.00
6	Remove Existing Curb and Gutter and Construct Curb and Gutter	LF	110	\$30.00	\$3,300.00	\$66.50	\$7,315.00	\$32.00	\$3,520.00
7	Remove and Replace or Construct New Concrete Cross Gutter	SF	600	\$15.00	\$9,000.00	\$18.50	\$11,100.00	\$12.00	\$7,200.00
Sub Total					\$50,960.00		\$66,565.00		\$47,770.00
Total					\$1,040,000.00		\$1,190,555.50		\$1,298,445.00

OWNER - CONTRACTOR AGREEMENT

PALM AVENUE ROAD REHABILITATION PROJECT, CIP NO. 19-05

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Portillo Concrete, Inc. ("Contractor")**, 3527 Citrus Street, Lemon Grove, CA 91945, on the 21st of January, 2020, for the construction of the above referenced Project.

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

1. CONSTRUCTION

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

2. CONTRACT PRICE

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

3. TIME FOR PERFORMANCE

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

4. NON-DISCRIMINATION

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

5. AUTHORIZED OWNER REPRESENTATIVES

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

6. WORKERS' COMPENSATION INSURANCE

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

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

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

7. ENTIRE AGREEMENT; CONFLICT

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

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

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

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

10. LICENSES AND PERMITS

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

11. GOVERNING LAW, VENUE

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

12. COUNTERPARTS


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

13. FALSE CLAIMS

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

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


(Initial)


(Initial)

14. AGREEMENT MODIFICATION

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

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

Owner:

Alejandra Sotelo-Solis
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

Contractor:

Portillo Concrete, Inc.




(Owner/Officer signature)

Mario Portillo, CEO/President

Print name and title

(Second officer signature if a corporation)

Tina Portillo, Secretary/CFO 

Print name and title

30442

Contractor's City Business License No.

680144 B A C-8

State Contractor's License No. and Class

3527 Citrus Street

Business street address

Lemon Grove, CA 91945

City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

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

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

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

EXHIBIT B

CONTRACT PRICE

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

CORPORATE CERTIFICATE

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

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

Corporate Seal: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On December 19, 2019 before me, Michelle Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mario Portillo ; Tina Portillo
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Partnership certificate Document Date:

Number of Pages: 2 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mario Portillo

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

Signer Is Representing:

Signer's Name: Tina Portillo

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

Signer Is Representing:

Issued in Triplicate

PERFORMANCE BOND

Bond No.: 024241982

Premium: \$10,708.00

WHEREAS, the City Council of the City of National City, by Resolution No. 2020-_____, on the **21st day of January, 2020**, has awarded **Portillo Concrete, Inc.**, hereinafter designated as the "Principal", the PALM AVENUE ROAD REHABILITATION PROJECT, CIP NO. 19-05.

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

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **One Million, Forty Thousand (\$1,040,000.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.



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

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

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

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

Principal and Surety above named, on the 18th day of December, 2019.

<u>The Ohio Casualty Insurance Company</u> (SEAL)	<u>Portillo Concrete, Inc.</u> (SEAL)
 (SEAL)	 (SEAL)
<u>Cyndi Beilman, Attorney-in-Fact</u> (SEAL)	<u>Mario Portillo, President / CEO</u> (SEAL)

Surety

Principal

PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

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

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

Signature: ** See Attached Acknowledgement **

Name (Type or Print): _____

Notary Public in and for said County and State

My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego

On December 18, 2019 before me, Dana L. Michaelis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Dana L. Michaelis
Signature of Notary Public Dana L. Michaelis



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197968-976090

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cyndi Beilman, Dana Michaelis, Anne Wright

all of the city of La Mesa state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of December, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Issued in Triplicate

Bond No.: 024241982

Premium: Included in Performance Bond

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2020-_____, on the **21st day of January, 2020**, has awarded **Portillo Concrete, Inc.**, hereinafter designated as the "Principal", the PALM AVENUE ROAD REHABILITATION PROJECT, CIP NO. 19-05.

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


NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **One Million, Forty Thousand (\$1,040,000.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of December, 2019.

The Ohio Casualty Insurance Company (SEAL)
 (SEAL)

Cyndi Beilman, Attorney-in-Fact (SEAL)

Surety

Portillo Concrete, Inc (SEAL)
 (SEAL)

Mario Portillo, President/CEO (SEAL)

Principal

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)

) ss

COUNTY OF _____)

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

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

Signature: ** See Attached Acknowledgement **

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

My Commission expires: _____

ATTACH ALL BONDS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego

On December 18, 2019 before me, Dana L. Michaelis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature Dana L. Michaelis
Signature of Notary Public Dana L. Michaelis

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197968-976090

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cyndi Beilman, Dana Michaelis, Anne Wright

all of the city of La Mesa state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of December, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: CA20190001 11/15/2019

Superseded General Decision Number: CA20180001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to

the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	02/22/2019
4	05/03/2019
5	11/08/2019
6	11/15/2019

* ASBE0005-002 07/01/2019

	Rates	Fringes
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Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 43.77	22.48
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Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31
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* ASBE0005-004 07/01/2019

	Rates	Fringes
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Asbestos Removal worker/hazardous material		
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handler (Includes
 preparation, wetting,
 stripping, removal,
 scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not)....\$ 20.63 12.17

 BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

 BRCA0004-008 11/01/2017

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 37.46	16.69

 BRCA0018-004 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23
TILE LAYER.....	\$ 37.76	16.37

 BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

 CARP0409-002 07/01/2016

	Rates	Fringes
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Diver

(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in ""Rates' column are per day

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

CARP0547-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 42.34	19.17
(2) Commercial Building....	\$ 37.11	19.17
(3) Heavy & Highway.....	\$ 42.21	19.17
(4) Residential Carpenter..	\$ 29.69	19.17
(5) Residential Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 48.71	19.17
PILEDRIVERMAN.....	\$ 42.34	19.17

CARP0547-002 07/01/2017

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories Drywall Installer/Lather...	\$ 22.95	18.85
Drywall Stocker/Scraper...	\$ 12.50	12.27
(2) All other work Drywall Installer/Lather...	\$ 32.00	17.63

Drywall Stocker/Scrapper...\$ 12.50 12.27

ELEC0569-001 06/03/2019

Rates Fringes

Electricians (Tunnel Work)

Cable Splicer.....\$ 50.81 3%+13.63

Electrician.....\$ 50.06 3%+13.63

Electricians: (All Other
Work, Including 4 Stories
Residential)

Cable Splicer.....\$ 45.75 3%+14.88

Electrician.....\$ 45.00 3%+14.88

ELEC0569-004 08/26/2019

Rates Fringes

ELECTRICIAN (Sound &
Communications Sound

Technician).....\$ 32.95 13.02

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

ELEC0569-005 08/26/2019

Rates Fringes

Sound & Communications

Sound Technician.....\$ 32.95 13.02

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing final check-out

ELEC0569-006 10/01/2018

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

Rates Fringes

Traffic signal, street light and underground work

Utility Technician #1.....\$ 32.44 8.67

Utility Technician #2.....\$ 27.05 8.51

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

 ELEC0569-008 06/03/2019

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 34.69	7.65

 ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.24
(3) Groundman.....	\$ 34.68	15.86
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25

GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment

(Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp

Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease

truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or

finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull

(compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator

operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment

operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including

50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern

County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM.

Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W.

Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point

which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

 IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 LAB00089-001 07/01/2019

	Rates	Fringes
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LABORER (BUILDING and all other Residential Construction)

Group 1.....	\$ 32.92	19.54
Group 2.....	\$ 33.60	19.54
Group 3.....	\$ 34.31	19.54
Group 4.....	\$ 35.11	19.54
Group 5.....	\$ 37.04	19.54

LABORER (RESIDENTIAL

CONSTRUCTION - See definition

below)

(1) Laborer.....	\$ 30.82	17.87
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 29.53	17.87

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums -

excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete

cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, lime caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diaphraging and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzlemán), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of

whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LAB00089-002 11/01/2018

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 31.00	17.44

LAB00089-004 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 34.04	19.54
Group 2.....	\$ 34.50	19.54
Group 3.....	\$ 34.91	19.54
Group 4.....	\$ 35.75	19.54
Group 5.....	\$ 39.02	19.54

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber,Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry

packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Gunadrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work.

High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LAB00300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 36.70	15.05
(2) Vehicle Operator/Hauler.	\$ 36.87	15.05
(3) Horizontal Directional Drill Operator.....	\$ 38.72	15.05
(4) Electronic Tracking Locator.....	\$ 40.72	15.05
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 37.91	18.06
GROUP 2.....	\$ 39.21	18.06
GROUP 3.....	\$ 41.22	18.06
GROUP 4.....	\$ 42.96	18.06

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This

category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-003 08/07/2019

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....	\$ 34.82	20.02
PLASTER TENDER.....	\$ 37.37	20.02

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2018

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San

Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

REPAINT of any previously painted structure. Exceptions:
 work involving the aerospace industry, breweries,
 commercial recreational facilities, hotels which operate
 commercial establishments as part of hotel service, and
 sports facilities.

 PAIN0036-010 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 33.39	16.80
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 24.02	17.01

 PAIN0036-012 10/01/2018

	Rates	Fringes
GLAZIER.....	\$ 43.55	19.72

 PAIN0036-019 01/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.02	14.37

 PLAS0200-005 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS
BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional
per hour.

PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	21.12
GROUP 2.....	\$ 27.99	21.12
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the
following criteria:

GROUP 1: Residential wood frame project of any size; work
classified as Type III, IV or Type V construction;
interior tenant improvement work regardless the size of the
project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2018

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 54.63	22.16
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not		

to exceed 5,000 sq. ft.
of floor space and work
on strip malls, light
commercial, tenant
improvement and remodel
work.....\$ 50.13 22.16

Work ONLY on new additions
and remodeling of
commercial buildings,
bars, restaurants, and
stores not to exceed 5,000
sq. ft. of floor space.....\$ 48.58 21.18

Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....\$ 37.10 19.51

PLUM0016-011 09/01/2018

Rates Fringes

PLUMBER/PIPEFITTER

Residential.....\$ 40.23 18.08

PLUM0078-001 09/01/2018

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 46.88 26.47
Sewer & Storm Drain Work....\$ 46.88 26.47

ROOF0045-001 07/01/2019

Rates Fringes

ROOFER.....\$ 34.25 9.10

SFCA0669-001 04/01/2018

Rates Fringes

SPRINKLER FITTER.....\$ 40.57 21.18

SHEE0206-001 07/01/2019

Rates Fringes

SHEET METAL WORKER

Camp Pendleton.....\$ 40.94 28.51
Except Camp Pendleton.....\$ 38.94 28.51
Sheet Metal Technician.....\$ 29.25 8.87

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0166-001 07/03/2017

Rates Fringes

Truck drivers:

GROUP 1.....\$ 15.90 34.69
GROUP 2.....\$ 23.49 34.69
GROUP 3.....\$ 23.69 34.69
GROUP 4.....\$ 23.89 34.69
GROUP 5.....\$ 24.09 34.69
GROUP 6.....\$ 24.59 34.69
GROUP 7.....\$ 26.09 34.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Proll Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclds or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO PORTILLO CONCRETE INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,040,000.00 FOR THE PALM AVENUE ROAD REHABILITATION PROJECT, CIP NO. 19-05; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$156,000.00 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, on August 2, 2016, City Council adopted Resolution No. 2016-114 authorizing the City Manager to execute Earmark Repurposing Sheets for submittal to SANDAG to repurpose Federal Earmarked SAFETEA-LU Funds in the amount of \$611,931 from the I-805 Sound Walls Project to local roadway rehabilitation projects, and committing to a 20% local match in the amount of \$152,983 using local Prop A TransNet funds as required for repurposing; and

WHEREAS, the amount authorized was rounded up from \$611,931.34 to \$611,932; and

WHEREAS, on July 25, 2019, Caltrans authorized the City to proceed with the construction phase; and

WHEREAS, Palm Avenue Road Rehabilitation Project will provide a 2” grind and overlay on 1.1 miles of Palm Avenue from Division Street to East 18th Street within the existing right-of way, and upgrade ADA ramps to the current standard within the project limits, as well as address damaged cross gutter, and curb and gutter; and

WHEREAS, the project will also improve pedestrian crossings through the installation of accessibility enhancements at the following intersections:

- 1) Palm Avenue & E. 1st Street
- 2) Palm Avenue & E. 14th Street
- 3) Palm Avenue & E. 7th Street
- 4) Laurel Avenue & E. 1st Street
- 5) Norton Avenue & E. 1st Street

WHEREAS, on November 7, 2019, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors and on November 14, 2019 and November 18, 2019, the bid solicitation was advertised in local newspapers; and

WHEREAS, at the 2:00 p.m. deadline on December 19, 2019, nine (9) bids were received by the Engineering Department for the Palm Avenue Road Rehabilitation Project, CIP No. 19-05; and

WHEREAS, Portillo Concrete Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$1,040,000.00; and

WHEREAS, a 15% contingency amount up to \$156,000.00 for any unforeseen changes to the Project is requested.

**Resolution No. 2020 –
Page Two**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards Palm Avenue Road Rehabilitation Project, CIP No. 19-05, to the lowest responsive, responsible bidder, to wit:

PORTILLO CONCRETE INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$\$1,040,000.00 with Portillo Concrete Inc. for the Palm Avenue Road Rehabilitation Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council authorizes a 15% contingency in the amount of up to \$156,000.00 for any unforeseen changes.

PASSED and ADOPTED this 21st day of January, 2020

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 Kimley-Horn and Associates, Inc. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; 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: January 21, 2020

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 Kimley-Horn and Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

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

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. |

APPROVED: _____ MIS

Funds are appropriated in various CIP accounts for FY 2020; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with Kimley-Horn and Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage, and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural, and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Kimley-Horn and Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AGREEMENT is entered into on this 21st day of January, 2020, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina 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 January 21, 2020. The duration of this Agreement is for the period of January 21, 2020 through January 20, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; 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. Roberto Ruiz-Salas, P.E., 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.** For work performed under this Agreement for design professional services, as described in California Civil Code Section 2782.8:

A. 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.

For all other work performed under this Agreement not governed by California Civil Code Section 2782.8:

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

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

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:
Roberto Ruiz-Salas, P.E.
Contract Manager
401 B Street
Suite 600
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.

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

**KIMLEY-HORN AND ASSOCIATES, INC.,
A NORTH CAROLINA CORPORATION**
(Corporation – signatures of two corporate officers required)

By: _____
Alejandra Sotelo Solis, Mayor

By: 
(Name)

LEONARDO ESPELET
(Print)

APPROVED AS TO FORM:

ASSOCIATE, RCE 71532
(Title)

Angil P. Morris-Jones
City Attorney

By: 
(Name)

By: _____
Roberto M. Contreras
Deputy City Attorney

MATTHEW BARLOW
(Print)

VICE PRESIDENT, RCE 62906
(Title)

**KHACA
03**



1 COVER LETTER

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

401 B Street
Suite 600
San Diego, California
92101
TEL 619.234.9411

Re: Statement of Qualifications for On-Call Project Support Services for National City's Capital Improvement Program (CIP)

Dear Mr. Yano and Members of the Selection Committee:

With its commitment to improve the quality of life for its residents, its relentless dedication for the implementation of a comprehensive transportation network, and its creativity for obtaining infrastructure funding, the **City of National City** has demonstrated the impact that a "small" city can have through the implementation of CIP projects. For nine years, our team has had the pleasure of partnering with the City on many transformative and award-winning projects. While we remain impressed by the incredible successes that your CIP has achieved for the region in a relatively short time, we can't help but get excited for what the future holds and the many opportunities to further transform the City. We strongly feel that our team provides the commitment and services the City needs for a continued partnership to help you achieve goals such as: continued momentum securing grant funds (identifying programs and competitive projects), enhancing safety for people who rely on alternative modes, moving the needle on redevelopment and increased affordable housing, and ongoing maintenance of existing infrastructure.

We have been your familiar "one-stop shop" for engineering, project management, grants management, community outreach, and more since early 2010. The large list of projects completed together includes parks, creeks, utilities, public works yards, water quality basins, complete streets, and active transportation projects. As projects have been completed, the Public Works Department's priorities have shifted, and we have adapted our services to evolve with you. Part of our success relies on our intentionality and flexibility to bring the right team and key staff to every project. I, **Roberto Ruiz-Salas, P.E.**, will continue to serve the City as your Contract Manager, providing day-to-day coordination with your staff. To assist me, I will continue to rely on **Jennifer Koopman, P.E.** and **Leo Espelet, P.E., T.E.** as key team members with a long working relationship with the City and deep understanding of the City's needs. The rest of our team includes familiar subconsultants the City trusts, as well as new partners the City may need down the line such as **Kounkuey Design Initiative, Inc.**, a community development and design nonprofit that can offer fresh ideas to the City.

As your Contract Manager, I am excited to continue being your partner in the effort of enhancing the quality of life in the City of National City, and I am enthusiastic about the work that lies ahead. If you have any questions about our submittal, please contact me at 619.744.0155, roberto.ruizsalas@kimley-horn.com, or at the address listed above.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Roberto Ruiz-Salas, P.E.,
Contract Manager



2 EXECUTIVE SUMMARY

Our team is proud of our longstanding partnership with National City and would be honored to continue serving you on this on-call contract. Through this proposal we will highlight the nearly decade-long relationship between Kimley-Horn and National City consisting of award-winning projects, successful grant applications, and noteworthy milestones. The timeline on the following page highlights some milestone moments since our first interaction in 2008.

The key to our successful partnership has been our capacity to evolve with the City's needs; we want to continue the evolution of services we offer so we can pursue new ventures with the City. Through this contract, we not only want to continue offering the services that have made us successful in the past—i.e., preparing construction documents for CIP projects, grant writing, community outreach, and utility coordination—but we also want to propose services that will be beneficial in the coming years such as updating the City's Housing Element, helping create more affordable housing, updating the City's Pavement Management Plan, creating new community gathering spaces, introducing mobility hubs, and more. Kimley-Horn has had success with these services with other agencies, like the City of Encinitas, MTS, and the San Diego County Regional Airport Authority.

To fully support the City in your upcoming endeavors, we have curated a specialized team of experts to support you. Our team will be led by a familiar face—**Roberto Ruiz-Salas, P.E.** Roberto has worked alongside you on several important City projects, and will continue to serve as your dedicated Contract Manager and main point of contact. Roberto will oversee a group of experienced Task Order Managers that will be assigned to lead specific tasks based on the project type and size.



With Roberto onboard, you can rest easy knowing that your projects will be designed and managed by someone who shares the same level of enthusiasm to make National City a wonderful place to live, work, and play as you do.

In addition to our internal team, we have partnered with trusted subconsultants that have been part of our National City team in the past: **Aark Engineering, Inc.** will complement our in-house structural engineering team, **Leighton Consulting, Inc.** will provide geotechnical studies, **Platt/Whitelaw Architects, Inc.** will be our Architect, and **Sampo Engineering, Inc.** will provide survey services. Additionally, we have included new subconsultants that will add a fresh perspective to our project approach and provide reliable services to the City: **Kounkuey Design Initiative, Inc.** has transformed under-resourced communities by offering creative ideas for street use; **San Dieguito Engineering, Inc.** and **AirX Utility Surveyors** will work with our team to complete utility research; and **Rincon Consultants, Inc.** will help work through the environmental process of projects. Many of our partners are DBE certified, helping us meet necessary goals when delivering federally-funded projects.

National City deserves a consultant who has a deep understanding of your local environment and shares your vision for the future. And, most importantly, has the tools and resources to deliver. **Kimley-Horn is your partner.**



5 EXPERIENCE AND TECHNICAL COMPETENCE

A. DISCIPLINES OF INTEREST

- o Civil Engineering
- o Structural Engineering
- o Electrical Engineering
- o Traffic Engineering
- o Traffic Signal Communications Infrastructure and Systems Integration
- o Traffic Data Collection
- o Transportation Planning
- o Architecture
- o Landscape Architecture
- o ADA Compliance and Universal Design
- o Graphic Information Systems (GIS)
- o Utility Design and Coordination
- o Land Surveying
- o Geotechnical
- o Environmental Planning, Design, and Engineering
- o Environmental Compliance
- o Planning and Design
- o Community Outreach
- o Engineering and Project Management
- o Grants Management
- o Capital Needs Assessments and Asset Management
- o Housing and Real Estate Development Services

B. STAFFING PLAN, QUALIFICATIONS OF STAFF AND AVAILABILITY



Staffing Plan

The Kimley-Horn team will continue to provide key personnel and resources to serve the City in the delivery of your CIP. Our past experiences working with the City demonstrate our flexibility to meet the City's needs. To supplement our team, we have partnered with specialized subconsultants who are highly experienced in working on similar CIP projects. Many of our key personnel and teaming partners assigned to this contract have functioned in similar positions on past contracts with the City.

Roberto Ruiz-Salas, P.E. will serve as your overall Contract Manager. He will be the City's primary point of contact and will oversee the preparation of construction documents; coordinate with City, State, and other affected agencies; and approve submittals. Roberto's work with the City's staff provides him with a thorough understanding of City procedures, and makes him uniquely qualified to meet the City's needs.

Roberto will be supported by a familiar internal "Core Team" that includes **Dennis Landaal, P.E.** (Principal-in-Charge), **Jennifer Koopman, P.E.** (QC/QA; Grants Task Order Manager; English Public Outreach); **Leo Espelet, P.E., T.E.** (Traffic Task Order Manager; Spanish Public Outreach); and **Sam McWhorter, P.E.** (Water/Utilities Task Order Manager). Since 2011, this core team has successfully delivered a wide range of projects in the City. While we strive to keep our core team consistent, we are part of an office with more than 100 highly qualified engineers, professionals, and support staff focused on meeting the needs of local agencies and private development clients in San Diego. In addition, we have access to over 3,600 people in 89 offices nationwide to add technical expertise or staff demands during periods of high workload and short delivery times. Our team looks at workload on a weekly, monthly, and six-month basis to ensure we have the right staff for the job.



**On-Call Project Support Services For
National City's Capital Improvement Program (CIP)**

Rate Schedule

Effective October 2, 2019 to January 20, 2023

<u>Classification</u>	<u>Hourly Bill Rate*</u>
Sr. Professional II	\$320
Sr. Environmental Planner	\$260
Sr. Professional I	\$260
Professional II	\$230
Professional I	\$195
Analyst II	\$170
Analyst I	\$155
Support Staff	\$130

*Rates will be escalated 5% for each optional contract year

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed. Mileage will be billed at the Federal Rate.

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. WITH THE OPTION TO EXTEND FOR TWO, ONE YEAR EXTENSIONS 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

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 Kimley-Horn and Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; constructability reviews; long-range planning; grants management; community outreach and communications; and

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**Resolution No. 2020 -
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 Kimley-Horn and Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s CIP, including, but not limited to, project management; civil engineering; traffic engineering; transportation planning; plan reviews; 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 21st day of January, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a non-binding Letter of Intent \(LOI\) between the City of National City and UC San Diego Extension Educational and Community Outreach Department to promote access to educational and career development opportunities through a Health, Education, and Workplace Development Hub. \(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a non-binding Letter of Intent (LOI) between the City of National City and UC San Diego Extension Educational and Community Outreach Department to promote access to educational and career development opportunities through a Health, Education, and Workplace Development Hub.

PREPARED BY: Brad Raulston, City Manager
Megan Gamwell, Econ Dev Specialist II

DEPARTMENT: City Manager's Office

APPROVED BY: 

EXPLANATION:

Under the Health, Environment, and Sustainability focus area, the City's recently adopted strategic plan includes the goal of "creating health and education hubs around major transit stops". Through a SANDAG Smart Growth Grant, the City has been exploring opportunities to develop and enhance land around the 24th St (Mile of Cars Way) Transit Center. During the outreach of the grant, City representatives met with UCSD and Sweetwater Unified School District representatives to cooperate on plans, projects, and programs within the study area and the non-binding LOI with UCSD is first step in memorializing those discussions. The LOI outlines 7 areas of cooperation that are detailed in the attached document with the hopes of working toward a memorandum of understanding (MOU) that will formalize these efforts.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Mayor to execute the letter of intent with UC San Diego Extension Education and Community Outreach Department.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Letter of Intent
2. Resolution

LETTER OF INTENT

Between

UC SAN DIEGO EXTENSION
Education and Community Outreach Department

And

CITY OF NATIONAL CITY

In accordance with our mutual interests in developing programs of academic and scholarly exchanges and for the purpose of establishing a long-term mutually beneficial association, UC San Diego Extension and the City of National City join in the following letter of intent. All parties agree to work together to develop the following forms of cooperation:

1. Establish ties of friendship and cooperation.
2. Promote access to educational and career development opportunities by collaborating to develop a hub to focus on education, health and workforce development with the goal of job creation and improvement in the quality of life for residents of the City of National City and surrounding South Bay communities.
3. Work together to implement educational outreach programs to develop STEM career pathways for high school students, including developing applications to support the City's objectives towards the Smart City initiative.
4. Create programs to increase access to higher education to students from low-income, underrepresented groups, including offering a Parent University to assist parents in how best to support their students and offer test preparation courses to support academic advancement.
5. Support post-military career transitions for the large Veteran community in National City and surrounding communities.
6. Establish procedures and prioritize public infrastructure improvements that complement University investments, including coordination within City departments to support a strategic plan. To support this goal, the Office of the Mayor has designated a UC San Diego Liaison Fellow to coordinate matters between multiple departments.
7. Work toward finalizing a memorandum of understanding that will document the above goals.

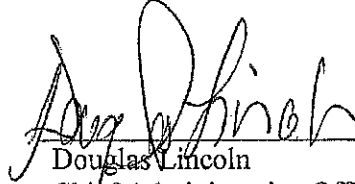
UC San Diego Extension and the City of National City are committed to working together to develop specific agreements on the points above. These agreements will provide logistical and management details appropriate to the successful operation of the program. These agreements will fulfill the spirit and purpose of this general letter of intent.

Signatories

Alejandra Sotelo-Solis
Mayor, National City



Edward Abeyta, Ph.D
Associate Dean
UC San Diego Extension Education
and Community Outreach



Douglas Lincoln
Chief Administrative Officer
UC San Diego Extension

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A NON-BINDING LETTER OF INTENT
(LOI) BETWEEN THE CITY OF NATIONAL CITY AND UC SAN DIEGO EXTENSION
EDUCATIONAL AND COMMUNITY OUTREACH DEPARTMENT TO PROMOTE
ACCESS TO EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES
THROUGH A HEALTH, EDUCATION, AND WORKPLACE DEVELOPMENT HUB**

WHEREAS, under the Health, Environment, and Sustainability focus area, the City’s recently adopted strategic plan includes the goal of “creating health and education hubs around major transit stops”; and

WHEREAS, through a SANDAG Smart Growth Grant, the City has been exploring opportunities to develop and enhance land around the 24th Street (Mile of Cars Way) Transit Center; and

WHEREAS, during the outreach of the grant, City representatives met with UCSD and Sweetwater Unified School District representatives to cooperate on plans, projects, and programs within the study area and the non-binding LOI with UCSD is first step in memorializing those discussions; and

WHEREAS, the LOI outlines 7 areas of cooperation that are detailed in the attached document with the hopes of working toward a memorandum of understanding (MOU) that will formalize these efforts.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a non-binding Letter of Intent (LOI) between the City of National City and UC San Diego Extension Educational and Community Outreach Department to promote access to educational and career development opportunities through a Health, Education, and Workplace Development Hub.

PASSED and ADOPTED this 21st day of January, 2020

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: [City Council Policy #802 City Support for Special Events for review and discussion of proposed Policy update to the City Council Policy Manual. \(Chapter 800\) \(Neighborhood Services\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO. |

ITEM TITLE:

City Council Policy #802 "City Support for Special Events" for review and discussion of proposed Policy update to the City Council Policy Manual.
(Chapter 800)

PREPARED BY: | Joe Olson |

DEPARTMENT: Neighborhood Services Division

PHONE: |(619) 336-4364|

APPROVED BY: 

EXPLANATION:

The City Council Policy 802 Committee convened in December 2019 to make the following changes to the existing policy: Adding language that prohibits any manner of political or election activities to be conducted at a City co-sponsored event; and, any organization or event that has not conducted an event for a period of three (3) years will be withdrawn from the Co-Sponsorship list for the following year.

The City Council Policy 802 Committee also requests to add the following co-sponsored events: OneSight Vision Clinic, Red Cross Blood Drive, and Bayside Brew & Spirits Festival. The Committee also requests to add the following City-Sponsored events: NC Gets Active, Family Tennis Day, Summer Concerts, and The Annual Volunteer Dinner.

Events no longer occurring that appeared on the Sponsored or Co-Sponsored list(s) are: Tower of Terror, Christmas Tree Lighting, Christmas in July Clean-Ups, and Sweetwater Kiwanis Carnival.

Last, the committee has also corrected a typo in section A(3) of CC Policy 802 regarding Co-Sponsored events, which previously read "\$1,000 per event day". This should read "\$500 per event day."

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

| N/A |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Review proposed policy revisions for Policy #802. A supporting Resolution will be brought forward to Council at a subsequent Council meeting for adoption of said chapter with final revisions. |

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1) Staff Report
- 2) Copy of Power Point presentation
- 3) Original / Existing Council Policy #802
- 4) Draft with proposed Policy #802 changes highlighted in red (pages 1 thru 7).



January 21, 2020

ITEM

Staff Report: Resolution of the City Council of the City of National City adopting the amended policy #802 of the City Council Policy Manual Chapter 800.

BACKGROUND

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

Various amendments to this policy have occurred. The most recent changes were in January of 2018.

In January of 2018, The City Council authorized the amendment of City Council Policy 802. The amendments established that any individual or organization receiving funding support from the City for an event must provide documentation of allowable incurred expenses for said event, including receipts. The policy was also amended to clarify language regarding deposits remitted for those events and corrected any typographical errors in the Policy.

DISCUSSION

Each year, the City Council Policy 802 Committee convenes, if necessary, to review any policy changes or to amend the event list for both City Sponsored and City Co-Sponsored events.

The most recent Committee meeting occurred December 16, 2019. The Committee consists of Mayor Sotelo-Solis, Vice Mayor Mona Rios, Community Development Director Armando Vergara, Recreational Superintendent Audrey Denham, Park Superintended Victor Uribe, and Neighborhood Services Manager Joseph Olson.

For 2020, the Policy 802 Committee will adapt changes that add language that prohibit any manner of political or election activities during a City Co-Sponsored event, including but not limited to campaign activities, campaign/political booths, messages, or banners.

Additionally, language has been added to withdraw any organization from the Co-Sponsorship list if said organization has not held an event in three (3) years. The Co-Sponsorship event list is listed in Attachment "A" of City Council Policy #802.

The committee also revised section A(3) of the Policy to correct a typographical error. For Special event or TUP applicants who are not on the City's Sponsored or Co-Sponsored list, fees shall only be waived in the amount of \$500 per day, rather than the previously stated \$1,000 per day.

This year, three organizations requested consideration to be added to the Co-Sponsor list per Policy 802. The following qualified applicants were:

- National City Host Lions Club – "OneSight Vision Clinic"
- American Red Cross – Blood Drive
- National City Chamber of Commerce – "Bayside Brew & Spirits Festival"

The Committee approved the removal of the "Sweetwater Kiwanis Carnival", hosted by the Sweetwater Kiwanis Club, and the Christmas in July Clean-Ups, hosted by Christmas in July, as these events are no longer occurring.

The Committee also approved the addition of four new events to the City's Sponsored list (Attachment "B" of City Council Policy 802). Those events are "NC Gets Active", "Summer Concerts", "Family Tennis Day", and the "Annual Volunteer Dinner."

The committee agreed replace two former events, "Tower of Terror" and "Christmas Tree Lighting." The replacement events will be "Día de los Muertos" and "A Kimball Holiday." These amendments appear in Attachment "B" of the City Council Policy.

RECOMMENDATION

Staff recommends the adoption of the changes to City Council Policy 802.



City Council Policy #802 “City Support for Special Events”

Proposed Policy Revisions

Council Policy #802

Background:

- The City Council is concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support is not specially budgeted and is provided through the reduction in the level of services for budgeted programs. The Council also recognizes that special events are a major part of that special lifestyle that defines National City’s history and makes our City unique.

Policy 802 Committee Members:

- Mayor Alejandra Sotelo-Solis
- Vice Mayor Mona Rios
- Community Development Director Armando Vergara
- Community Services Recreation Superintendent Audrey Denham
- Public Works Park Superintendent Victor Uribe
- Neighborhood Services Manager Joseph Olson

Committee Goals:

- Review and recommendation of sponsored or co-sponsored events which are no longer applicable or can be added.
- Establish a specific set of parameters for sponsored & co-sponsored events and how council approves.
- Create an annual approval list for sponsored & co-sponsored events to be presented to council.
- Execute a process where new applicants requesting co-sponsorship can apply and be considered.

Committee Proposed
Revisions:

- Language added to the policy to prohibit any political or election activities, including but not limited to political candidate campaign activities, information booths, messaging, banners, or support of any political candidate during any Co-Sponsored event in the City.
- Any Co-Sponsored organization that has not held an event in 3 years will be withdrawn from the Co-Sponsored list for the following year, as shown on Attachment "A."
- A typographical error was corrected. In section A(3) of the Policy, the potential fee waiver for events not listed on the Sponsored or Co-Sponsored list has been changed to \$500 instead of the \$1000 figure on the old policy.

Committee Proposed
Revisions continued:

- Addition of four new events under Co-Sponsored Events, Attachment "A":
 - OneSight Vision Clinic (Host Lions Club)
 - Annual Blood Drive (American Red Cross)
 - Bayside Brew Fest (N.C. Chamber of Commerce)
 - Community Health (FFA/Point Loma Nazarene)
- Removal of two events under Co-Sponsored Events, Attachment "A":
 - Sweetwater Kiwanis Carnival
 - Christmas In July Clean-Ups

**Committee Proposed
Revisions continued:**

- Addition of six new events under Sponsored Events, Attachment "B":
 - Dia de los Muertos (replacing Tower of Terror)
 - A Kimball Holiday (replacing Christmas Tree Lighting)
 - NC Gets Active
 - Summer Concerts
 - Family Tennis Day
 - Annual Volunteer Dinner
- Removal of two events under Sponsored Events, Attachment "B":
 - Tower of Terror
 - Christmas Tree Lighting

Next Steps:

- Council comments and direction.
- Complete final revision.
- A supporting Resolution will be brought forward to City Council at a subsequent Council meeting for adoption of Policy 802.



Comments & Questions?

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2018

BACKGROUND:

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

DEFINITIONS:

1. "SPECIAL EVENT" as defined in Municipal Code Section 15.60.005 means any organized activity conducted for a common or collective purpose, use or benefit which involves the utilization of, or has an impact upon, public property or facilities and the need for providing municipal and public safety services in response to the event.

Examples of Special Events include, but are not limited to:

- a. Parades
 - b. Public concerts and other community cultural events
 - c. Demonstrations
 - d. Circuses
 - e. Fairs and festivals
 - f. Community or neighborhood block parties and street dances
 - g. Mass participation sports (marathons, bicycles races and tours)
 - h. Film making activities
 - i. Public speaker events
2. "CITY SUPPORT" means any City services required to maintain minimal interference and inconvenience to the general public resulting from a Special Event.

City Support includes, but is not limited to:

- a. Special Event permit processing
- b. Police services
- c. Sanitation and cleanup
- d. Maintaining access for emergency vehicles and provision of medical care
- e. Street closures
- f. Use of City Stage, PA equipment and/or Information Trailer

City Support does not include internal security, crowd control and other services considered the responsibility of the Special Event Sponsor.

3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.
4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.
5. "EVENT ORGANIZER" means any person, group, or corporation assuming responsibility for planning, promoting, and carrying out a Special Event.
6. "CITY MANAGER" means the City Manager or designee.
7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department, deadlines are noted annually. The current City co-sponsorship events list (Attachment "A") are considered grandfathered and will not need to apply annually for approval.
8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

A. Co-Sponsored Events

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City manager upon City Council notification, may provide reasonable City support of up to \$1,200 per event day to non-profit special events that benefit National City residents, are held wholly within City limits, and which are listed in Attachment "A" and are considered to be City co-sponsored annual events.
2. Any new non-profit applicant (not on Attachment "A") requesting co-sponsorship must apply to be considered for the City co-sponsored event list which will be reviewed annually by the 802 policy committee. The 802 policy committee will recommend changes to the co-sponsored event list only when required on an annual basis (per Section 7 of Definitions- page 2). As a City co-sponsored event, organizations shall prominently place the City's logo in all advertising materials promoting the event and provide space for the City to set up an information booth, per the City Council's discretion.
3. Any new Special Event or TUP applicant not currently on the approved co-sponsored list and requesting fee waivers, may only be considered to have fees waived up to the minimum level of \$1,000 per event day. Attachments "A" and "B" are the current list of approved co-sponsored and sponsored events respectively. Any new events considering co-sponsorship must apply through the annual process.

B. Sponsored Events

It is the policy of the City Council that to the extent economic conditions and the City's resource allow, National City will sponsor and provide community-wide annual events which are listed in Attachment "B". Event fees that are incurred by City departments will be charged against an account designed for that purpose. The City Manager shall notify the City Council of upcoming events on a quarterly basis.

C. Other Events, Activities, Programs and Services

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City Manager may provide City support for a special event conducted by a non-profit organization. City support would be limited to a waiver of permit processing fees and the event must benefit National City residents. Examples include an event where there is insufficient time for Council approval, such as in the event of a catastrophe or an emergency situation. The City Manager shall notify the City Council of any such support on a monthly basis.
2. The City Manager shall charge City costs for any special event of a commercial nature; also, the City Manager shall require organizers of commercial special

events to pay the City a negotiated percentage of gross revenues or a flat fee. Such revenues will be deposited into the City's General Fund.

3. Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's Department of Finance (Revenue & Recovery). Failure to provide proof of donation will result in loss of any deposit remitted and may jeopardize future use of City facilities.
4. To the extent economic conditions and the City's resources allow, funding support may be authorized in support of a program, service or activity, other than a special event, when found by the City Council to be of benefit to the community or the City.

Requests must include a specific purpose for the funding (i.e., to pay, in whole or in part, for the purchase or rental of specific supplies or equipment).

D. Documentation of Expenses

A report detailing allowable incurred expenses must be submitted to the Department of Finance, in a format prescribed by the Director of Finance, for a special event, program, service, or activity receiving funding support from the City. The report must be accompanied by documentation, including receipts for all purchases, if requested.

This requirement shall not apply to programs, services, or activities for which the City is under written contractual agreement. Any such requirement shall be dictated by the terms of said agreement.

Failure of an organization or individual to provide a proper report and documentation of allowable incurred expenses may result in denial of future funding support requests.

E. El Toyon Park

The use of El Toyon Park for special events is prohibited.

F. Use of Mobile Stage

The mobile stage shall be used only on City parklands, and/or other public property within the limits of National City. Any events outside this purview and requesting use of the City stage must apply through the special event process. The USER of the stage shall be responsible for any damage to the unit resulting from carelessness or misuse.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2018

RELATED POLICY REFERENCES:

City Council Policy # 704 – Limitation on City Approved Special Events within the City

City Council Policy # 801 – Field and Facility Rules and Regulations

ORIGINAL

ATTACHMENT "A"
NATIONAL CITY CO-SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Sweetwater Kiwanis Carnival	Sweetwater Kiwanis Club	March
National City International Mariachi Festival	National City Chamber of Commerce	March
Granger Jr. High Cultural Fair	Granger Jr. High	Spring
Job Fair	N.C. Chamber of Commerce	Spring
July 4 th Carnival	National City Host Lions Club	July
Mabuhay Festival	Mabuhay Festival	June
Las Palmas 5K and 1 Mile Walk	Las Palmas Elementary School	June
Auto Heritage Days	N.C. Chamber of Commerce	August
Relay for Life	American Cancer Society	August
Salute to Navy	N.C. Chamber of Commerce	October
Maytime Band Review	Maytime Band Association	October
Sweetwater High Homecoming	Sweetwater High School	Fall
Community Concert Band Series (up to 4 concerts annually/per year)	N.C. Community Concert Band	Quarterly
Spirit of the Holidays	N.C. College Campus Lions	December
Christmas with Kids	Christmas with Kids	December
Christmas in July Clean-Ups	Christmas in July	Various

Note: Co-sponsored events that reoccur on the same date, or weekend, each year will maintain "first rights" to their date if the special event permit application is received within five months of the recurring event date. After the five-month application deadline, other interested parties will be able to apply. Events scheduled on recurring weekends (such as the 1st, 2nd, 3rd, 4th, or 5th weekend of a month) will be defined by the first date of the event is open to the public.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2018

ATTACHMENT "B"
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Movies in the Park	Community Services	Summer
Miss. National City Pageant	Community Services	July
National Night Out	Police, Community Services, FFA	August
9/11 Remembrance Ceremony	Fire	September
State of the City	Mayor's Office	Fall
Tower of Terror	Fire, Community Services	October
Veteran's Day	Community Services	November
Christmas Tree Lighting	Community Services	December
Community Service Day	Community Services	April

ORIGINAL

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006
201821, 2020

AMENDED: January 16,

BACKGROUND:

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

DEFINITIONS:

1. "SPECIAL EVENT" as defined in Municipal Code Section 15.60.005 means any organized activity conducted for a common or collective purpose, use or benefit which involves the utilization of, or has an impact upon, public property or facilities and the need for providing municipal and public safety services in response to the event.

Examples of Special Events include, but are not limited to:

- a. Parades
- b. Public concerts and other community cultural events
- c. Demonstrations
- d. Circuses
- e. Fairs and festivals
- f. Community or neighborhood block parties and street dances
- g. Mass participation sports (marathons, bicycles races and tours)
- h. Film making activities
- i. Public speaker events

2. "CITY SUPPORT" means any City services required to maintain minimal interference and inconvenience to the general public resulting from a Special Event.

City Support includes, but is not limited to:

- a. Special Event permit processing
- b. Police services
- c. Sanitation and cleanup
- d. Maintaining access for emergency vehicles and provision of medical care
- e. Street closures
- f. Use of City Stage, PA equipment and/or Information Trailer

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2021

City Support does not include internal security, crowd control and other services considered the responsibility of the Special Event Sponsor.

3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.
4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.
5. "EVENT ORGANIZER" means any person, group, or corporation assuming responsibility for planning, promoting, and carrying out a Special Event.
6. "CITY MANAGER" means the City Manager or designee.
7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department, deadlines are noted annually. The current City co-sponsorship events list (Attachment "A") are considered grandfathered and will not need to apply annually for approval.
8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

A. Co-Sponsored Events

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City manager upon City Council notification, may provide reasonable City support of up to \$1,200 per event day to non-profit special events that benefit National City residents, are held wholly within City limits, and which are listed in Attachment "A" and are considered to be City co-sponsored annual events.
2. Any new non-profit applicant (not on Attachment "A") requesting co-sponsorship must apply to be considered for the City co-sponsored event list which will be reviewed annually by the 802 policy committee. The 802 policy committee will recommend changes to the co-sponsored event list only when required on an annual basis (per Section 7 of Definitions- page 2). As a City co-sponsored event, organizations shall prominently place the City's logo in all advertising materials promoting the event and provide space for the City to set up an information booth, per the City Council's discretion.
3. Any new Special Event or TUP applicant not currently on the approved co-sponsored list and requesting fee waivers, may only be considered to have fees waived up to the minimum level of ~~\$1,000~~500 per event day. Attachments "A" and "B" are the current list of approved co-sponsored and sponsored events respectively. Any new events considering co-sponsorship must apply through the annual process.
4. Any Special Event or TUP application is prohibited from engaging in any political election activities, including but not limited to campaign activities, campaign/political information booths, messaging, banners, or support of any political candidate during any Co-Sponsored event in the City.
5. Any Co-Sponsored organization on the event list that had not held an event in three (3) years shall be withdrawn from the Co-Sponsored list for the following year (Attachment "A").

B. Sponsored Events

It is the policy of the City Council that to the extent economic conditions and the City's resource allow, National City will sponsor and provide community-wide annual events which are listed in Attachment "B". Event fees that are incurred by City departments will be charged against an account designed for that purpose. The City Manager shall notify the City Council of upcoming events on a quarterly basis.

C. Other Events, Activities, Programs and Services

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City Manager may provide City support for a special event conducted by a non-profit organization. City support would be limited to a waiver of permit processing fees and the event must benefit National City residents. Examples include an event where there is insufficient time for Council approval, such as in the event of a catastrophe or an emergency situation. The City Manager shall notify the City Council of any such support on a monthly basis.
2. The City Manager shall charge City costs for any special event of a commercial nature; also, the City Manager shall require organizers of commercial special events to pay the City a negotiated percentage of gross revenues or a flat fee. Such revenues will be deposited into the City's General Fund.
3. Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's Department of Finance (Revenue & Recovery). Failure to provide proof of donation will result in loss of any deposit remitted and may jeopardize future use of City facilities.
4. To the extent economic conditions and the City's resources allow, funding support may be authorized in support of a program, service or activity, other than a special event, when found by the City Council to be of benefit to the community or the City.

Requests must include a specific purpose for the funding (i.e., to pay, in whole or in part, for the purchase or rental of specific supplies or equipment).

D. Documentation of Expenses

A report detailing allowable incurred expenses must be submitted to the Department of Finance, in a format prescribed by the Director of Finance, for a special event, program, service, or activity receiving funding support from the City. The report must be accompanied by documentation, including receipts for all purchases, if requested.

This requirement shall not apply to programs, services, or activities for which the City is under written contractual agreement. Any such requirement shall be dictated by the terms of said agreement.

Failure of an organization or individual to provide a proper report and documentation of allowable incurred expenses may result in denial of future funding support requests.

E. El Toyon Park

The use of El Toyon Park for special events is prohibited.

F. Use of Mobile Stage

The mobile stage shall be used only on City parklands, and/or other public property within the limits of National City. Any events outside this purview and requesting use of the City stage must apply through the special event process. The USER of the stage shall be responsible for any damage to the unit resulting from carelessness or misuse.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2011

RELATED POLICY REFERENCES:

City Council Policy # 704 – Limitation on City Approved Special Events within the City

City Council Policy # 801 – Field and Facility Rules and Regulations

ATTACHMENT "A"
NATIONAL CITY CO-SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Sweetwater Kiwanis Carnival National City International Mariachi Festival	Sweetwater Kiwanis Club National City Chamber of Commerce	March March
Granger Jr. High Cultural Fair	Granger Jr. High	Spring
Job Fair	N.C. Chamber of Commerce	Spring
July 4 th Carnival	National City Host Lions Club	July
Mabuhay Festival	Mabuhay Festival	June
Las Palmas 5K and 1 Mile Walk	Las Palmas Elementary School	June
<u>Blood Drive</u>	<u>American Red Cross</u>	<u>June</u>
Auto Heritage Days	N.C. Chamber of Commerce	August
Relay for Life	American Cancer Society	August
<u>Bayside Brew & Spirits Fest</u>	<u>N. C. Chamber of Commerce</u>	<u>September</u>
Salute to Navy	N.C. Chamber of Commerce	October
Maytime Band Review	Maytime Band Association	October
Sweetwater High Homecoming	Sweetwater High School	Fall
Community Concert Band Series (up to 4 concerts annually/per year)	N.C. Community Concert Band	Quarterly
Spirit of the Holidays	N.C. College Campus Lions	December
Christmas with Kids	Christmas with Kids	December
Christmas in July Clean-Ups	Christmas in July	Various

Note: Co-sponsored events that reoccur on the same date, or weekend, each year will maintain "first rights" to their date if the special event permit application is received within five months of the recurring event date. After the five-month application deadline, other interested parties will be able to apply. Events scheduled on recurring weekends (such as the 1st, 2nd, 3rd, 4th, or 5th weekend of a month) will be defined by the first date of the event is open to the public.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2011

ATTACHMENT "B"
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Movies in the Park	Community Services	Summer
<u>NC Gets Active</u>	<u>Community Services</u>	<u>Quarterly</u>
<u>Summer Concerts</u>	<u>Community Services</u>	<u>Summer</u>
Miss. National City Pageant	Community Services	July
National Night Out	Police, Community Services, FFA	August
9/11 Remembrance Ceremony	Fire	September
State of the City	Mayor's Office	Fall
<u>Family Tennis Day</u>	<u>Community Services</u>	<u>October</u>
<u>Annual Volunteer Dinner</u>	<u>Community Services</u>	<u>Fall</u>
<u>Tower of Terror</u>	<u>Fire, Community Services</u>	<u>October</u>
<u>Dia de los Muertos</u>	<u>Community Services</u>	<u>Oct/Nov</u>
Veteran's Day	Community Services	November
<u>Christmas Tree Lighting</u>	<u>Community Services</u>	<u>December</u>
<u>A Kimball Holiday</u>	<u>Community Services</u>	<u>December</u>
Community Service Day	Community Services	April

The following page(s) contain the backup material for Agenda Item: [On-Call Contract Awards Summary. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

Item # ____
01/21/20

On-Call Contract Awards Summary

(Engineering/Public Works)

Summary of On-Call Contracts awarded through Requests for Qualifications

2014 RFQ	2-Year Award	2017 RFQ	2-Year Award	2019 RFQ	3-Year Award
Atkins	\$500,000				
BSE	\$500,000				
Chen-Ryan	\$500,000	Chen-Ryan	\$1,000,000	Chen-Ryan	\$2,000,000
				DHS	\$2,000,000
D-MAX	\$1,000,000	D-MAX	\$2,000,000		
Geosyntec	\$300,000	Geosyntec	\$500,000		
Harris	\$900,000				
				HDR	\$2,000,000
ICCS	\$1,000,000	ICCS	\$2,000,000	ICCS	\$2,000,000
Kimley-Horn	\$2,000,000	Kimley-Horn	\$2,000,000	Kimley-Horn	\$2,000,000
KTU+A	\$700,000	KTU+A	\$1,000,000	KTU+A	\$2,000,000
		NLA	\$1,000,000		
		NV5	\$1,000,000	NV5	\$2,000,000
PPC	\$1,500,000	PPC	\$2,000,000	PPC	\$2,000,000
Randall-Lamb	\$500,000	Randall-Lamb	\$1,000,000		
		Rely Env	\$300,000		
SCST	\$300,000	SCST	\$500,000		
		Spurlock	\$1,000,000		
STC Traffic	\$2,000,000	STC Traffic	\$2,000,000	STC Traffic	\$2,000,000
				WTS	\$2,000,000
Total	\$11,700,000		\$17,300,000		\$20,000,000
5-Year CIP	\$60,000,000		\$70,000,000		\$80,000,000

Notes: Contract awards reflect not-to-exceed authority to be used "as-needed" based on project priorities and available funding
 Available funding for on-call contracts typically include competitive grants (50%), TransNet (15%), General Fund (15%), Sewer Fund (10%) and other (10%)

The following page(s) contain the backup material for Agenda Item: [City of National City's Fiscal Year 2021 budget priorities. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: January 21, 2020

AGENDA ITEM NO.:

ITEM TITLE:

City of National City's fiscal year 2021 budget priorities.

PREPARED BY: Janel Pehau, Finance Analyst

PHONE: 619-336-4330

DEPARTMENT: Finance

APPROVED BY: Mark Ralvito

EXPLANATION:

Last year at this time, the City Council was presented with departmental budget priorities based on the five strategic objectives included in the City's Strategic Plan that was adopted in March 2017. The City updates its Strategic Plan every two years, and after multiple City Council and community-based workshops and surveys, the City Council, on December 3, 2019, adopted the City's Strategic Plan for 2020 – 2025. The current Strategic Plan has seven strategic focus areas with four goals each that define the City Council's priorities and provide guidance for allocating the City's resources from which the work plan and budget for fiscal year 2021 will flow. Staff will develop a preliminary budget and work plan for review by the City Council in April that is aligned with goals as set forth in the Strategic Plan and addresses the City Council's priorities. While all seven strategic focus areas are instrumental in carrying out the City's Mission, key among them is striving toward a balanced budget that does not require the use of fund balance and pursuing beneficial economic development within the City's boundaries. Development of the fiscal year 2021 and future budgets will focus on balancing revenues to expenditures.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Ralvito **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

NA

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Strategic Plan, 2020-2025



NATIONAL CITY'S STRATEGIC PLAN

2020-2025

www.nationalcityca.gov





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

Courtesy

We treat everyone with dignity and respect.

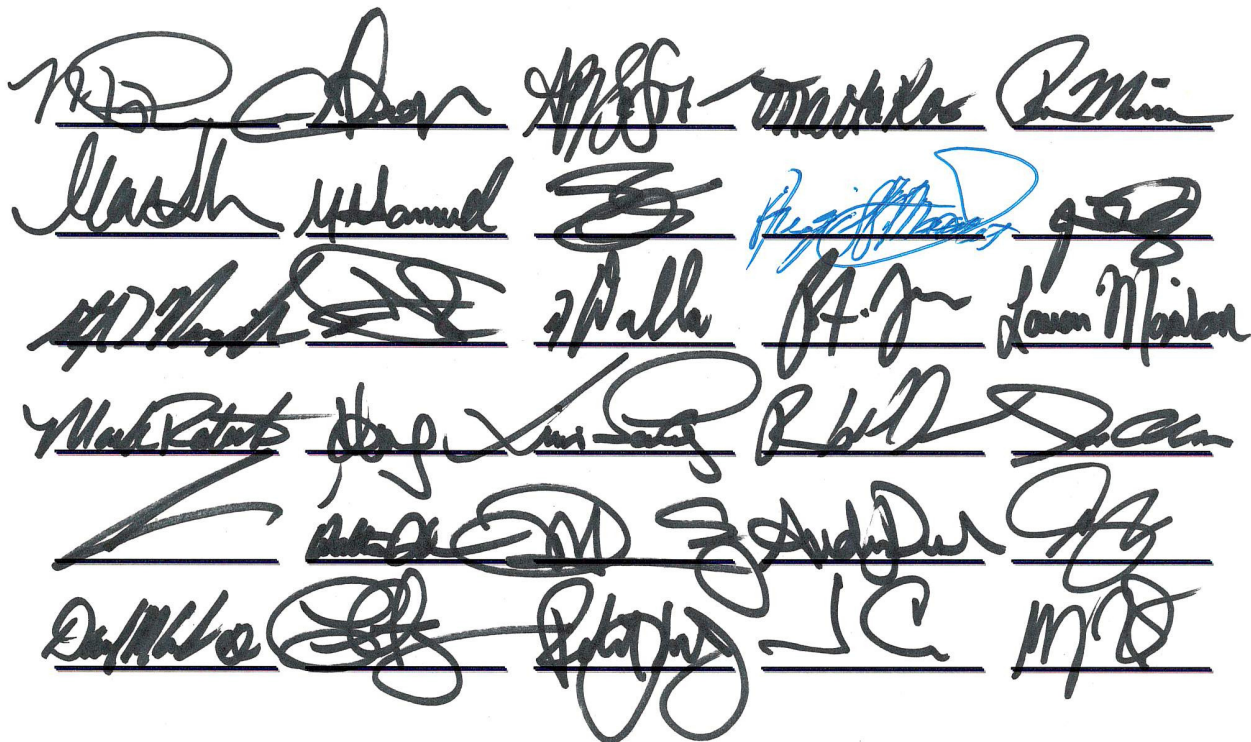
Collaboration

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



 A collection of approximately 20 handwritten signatures in black ink, arranged in five rows of four. The signatures are written on horizontal lines and vary in style and legibility.

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.

The following page(s) contain the backup material for Agenda Item: [Discussion on use of volunteers by City Council. \(City Manager\)](#)
Please scroll down to view the backup material.

Item # ____
01/21/20

Discussion on use of volunteers by City Council

(City Manager)

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Use of Volunteers by the City Council	POLICY #603
ADOPTED: February 6, 2018	AMENDED:

Purpose

Members of the City Council may require support in their efforts to stay abreast of local, state and federal legislative matters that may impact the City, attend community meetings with individuals and groups, receive and respond to constituent questions/concerns (both in person and in written communications), and serve on various boards and commissions. In addition to the administrative support provided by employees assigned to the City Council, individual members of the City Council may require additional periodic or on-going support which may be achieved through the use of volunteers. The duties performed by volunteers may vary dependent upon the knowledge, skills and abilities of the individual(s) and the needs of the Council office. The purpose of this policy is to establish guidelines for the use of volunteers by members of the City Council.

Definitions

City Council – the legislative body elected to govern the City of National City, comprised of the Mayor and City Councilmembers.

Confidential Materials - information that is classified, private, secret, or sensitive that is transmitted or provided to city councilmembers by, for or through the city attorney staff or city department, or city departmental staff, in the course of the confidential attorney-client relationship or confidential departmental communication. Confidential material includes any documents that are exempt from public disclosure under the Public Records Act, or documents/materials that are privileged, or are protected attorney work product, under the Brown Act, Evidence Code, Rules of Professional Responsibility or any state or federal statute, code, regulation or case.

Elected Official – for purposes of this policy, elected official refers to the Mayor and City Councilmembers.

Volunteer – an individual who is donating time to the City without monetary compensation for hours worked. Volunteers include unpaid student interns and students seeking community service hours in compliance with school district graduation requirements.

Policy

Elected Officials:

1. The decision to use volunteers shall be at the discretion of each individual elected official.

ADOPTED: February 6, 2018**AMENDED:**

2. The elected official has the sole responsibility for the selection of volunteers, the assignment of duties and the establishment of a work schedule.
3. Elected officials shall not assign a volunteer to represent them in meetings that require the presence of an appointed (an elected official serving as an appointed board member or commissioner) or elected official.

Volunteers:

1. Volunteers shall serve at the will of the elected official with no rights to permanent employment (either paid or unpaid); and with no rights to an appeal if the volunteer assignment is terminated by the elected.
2. In all communications representing the Council office, including those with City staff, community members, businesses or other agencies, volunteers shall only represent the interests and/or opinions of the elected official to whom he/or she reports. At no time shall a volunteer be granted the authority to represent the interest and/or opinions of the City Council as a body or the City as an agency.
3. Elected officials and City staff shall take reasonable precautions to ensure that volunteers do not have access to confidential materials.
4. Volunteers may not engage in political activities on City premises or using City equipment; or during periods of time when on duty as a volunteer. Volunteers are considered on duty during periods of an assigned work schedule or when otherwise asked by an elected official to work in the office or to attend an event on his/her behalf as their representative.

Procedures

The selection and use of volunteers by elected officials shall be subject to the general administrative guidelines established by the City Manager under Administrative Policies 04.09 and 04.13, Volunteers and Unpaid Interns; and Criminal History Checks, respectively, including but not limited to the preparation and submission of attendance logs for all volunteers.

Related Policy References

Administrative Policy 04.09 – Volunteers and Unpaid Interns
Administrative Policy 04.13 – Criminal History Checks