



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

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST  
COUNCIL CHAMBERS  
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, AUGUST 4, 2020 – 6:00 PM

**ALEJANDRA SOTELO-SOLIS**  
Mayor

**MONA RIOS**  
Vice Mayor

**JERRY CANO**  
Councilmember

**RON MORRISON**  
Councilmember

**GONZALO QUINTERO**  
Councilmember

**NOTICE:** The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). **The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.**

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at [www.nationalcityca.gov](http://www.nationalcityca.gov). For Public Comments see **"PUBLIC COMMENTS"** section below

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

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

**PUBLIC COMMENTS:** The City Council will receive public comments via e-mail at [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) regarding any matters within the jurisdiction of the City Council. **Written comments or testimony from the public (limited to three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. All comments received from the public will be made a part of the record of the meeting.**

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

Meeting agendas and  
minutes available on the  
City's website at  
[WWW.NATIONALCITYCA.GOV](http://WWW.NATIONALCITYCA.GOV)

The time limit established for public testimony is three minutes per speaker. 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.

**AVISO:** La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en [www.nationalcityca.gov](http://www.nationalcityca.gov). Para comentarios públicos, vea la sección “COMENTARIOS PÚBLICOS” más adelante.

**ORDEN DEL DÍA:** Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

**INFORMES:** Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en [www.nationalcityca.gov](http://www.nationalcityca.gov).

**COMENTARIOS PÚBLICOS:** El Concejo Municipal recibirá comentarios públicos por correo electrónico en [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov) sobre cualquier asunto dentro de la jurisdicción del Concejo

Municipal. **Los comentarios escritos o el testimonio del público (limitado a tres minutos) deben enviarse por correo electrónico antes de las 4:00 p.m. en el día de la sesión del Concejo Municipal. Todos los comentarios recibidos del público formarán parte del acta de la sesión.**

**AGENDA ESCRITA:** Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

**CALENDARIO DE CONSENTIMIENTO:** Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

## **OPEN TO THE PUBLIC**

### **A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

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

**PROCLAMATIONS AND CERTIFICATES**

**AWARDS AND RECOGNITIONS**

1. [Employee of the Quarter 2020 - Officer Ashley Cummins. \(Police\)](#)
2. [Employee Service Recognition - Jeffrey W. Rouston, Senior Equipment Operator. \(Engineering/Public Works\)](#)

**PRESENTATIONS**

**INTERVIEWS / APPOINTMENTS**

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

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

**CONSENT CALENDAR**

4. [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. \(City Clerk\)](#)
5. [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 signed by the Chief of Police pursuant to Council Resolution 2019-109 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 \\$67,000. \(Police\)](#)
6. [Resolution of the City Council of the City of National City accepting funds in the amount of \\$2,500 from the 2020 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 a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. (Fire)
7. Resolution of the City Council of the City of National City acknowledging receipt of a report made by the Chief of Emergency Services of the National City Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code. (Fire)
  8. Resolution of the City Council of the City of National City: 1) ratifying acceptance of funds in the total amount of \$15,542 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery (CalRecycle) for FY20 to implement recycling projects and programs such as beverage recycling containers in city parks, clean-up activities, and educational materials; 2) authorizing the acceptance of the Beverage Container Recycling City/County Payment Program funds for \$15,542 and the establishment of the Trash Rate Stabilization Fund appropriation of \$15,542 and corresponding revenue budget for the implementation of recycling projects and programs.( Engineering/Public Works)
  9. Resolution of the City Council of the City of National City: 1) awarding a contract to Select Electric, Inc. in the amount of \$367,994.00 for the Fiber Optic Traffic Signal Interconnect Expansion, Phase II Project, CIP No. 19-08; 2) authorizing a 15% contingency in the amount of \$55,199.10 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
  10. Resolution of the City Council of the City of National City: 1) awarding a contract to HMS Construction, Inc. in the amount of \$215,000 for the Pedestrian ADA Improvements Project, CIP No. 19-09; 2) authorizing a 15% contingency in the amount of \$32,250 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
  11. Resolution of the City Council of the City of National City ratifying the establishment of an Engineering Grants Fund appropriation of \$900,000 and corresponding revenue for the design and entitlement costs of the Bayshore Bikeway Segment Five project funded by the Port of San Diego. (Engineering/Public Works)
  12. Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign a Street Easement from Family Health Centers of San Diego, Inc., the owners of the property at 1000 Euclid Avenue, for the

- installation of a retaining wall that is required in order to install a San Diego Gas and Electric Company meter pedestal to supply power to the City's new traffic signal. (Engineering/Public Works)
13. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 540 "E" Avenue. (Applicant: Teresa McNeil) (Case File 2020-10 M) (Planning)
  14. Resolution of the City Council of the City of National City approving the Memorandum of Understanding (MOU) between the City of National City and the National City Municipal Employees' Association (NCMEA). (Human Resources)
  15. Resolution of the City Council of the City of National City approving a one-time non-PERSable \$2,000 stipend to the members of the Executive, Management, and Confidential Groups. (Human Resources)
  16. Resolution of the City Council of the City of National City approving the addition of Deputy City Clerk to the Management Employee Group Salary Schedule. (Human Resources)
  17. Resolution of the City Council of the City of National City approving the addition of Part-Time Call Taker to the Part-Time and Seasonal Positions Salary Schedule (hourly rate) pt135: \$19.88 - \$24.17. (Human Resources)

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  18. National City Sales Tax Update Newsletter – First Quarter 2020. (Finance)
  19. Warrant Register #47 for the period of 5/7/20 through 5/19/20 in the amount of \$2,031,999.49. (Finance)
  20. Warrant Register #48 for the period of 5/20/20 through 5/26/20 in the amount of \$333,294.03. (Finance)
  21. Warrant Register #49 for the period of 5/27/20 through 6/2/20 in the amount of \$2,643,743.80. (Finance)
  22. Warrant Register #50 for the period of 6/3/20 through 6/9/20 in the amount of \$610,081.95. (Finance)
  23. Warrant Register #51 for the period of 6/10/20 through 6/16/20 in the amount of \$1,722,877.48. (Finance)
  24. Warrant Register #52 for the period of 6/17/20 through 6/23/20 in the amount of \$633,356.04. (Finance)
  25. Warrant Register #53 for the period of 6/24/20 through 6/30/20 in the amount of \$2,081,628.61. (Finance)

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

26. [Public Hearing and adoption of a Resolution regarding a Conditional Use Permit \(CUP\) for the off-site sale of alcohol and a Consistency Review for a new 7-Eleven to be located at 110 National City Blvd. \(Applicant: Steven Pollock\) \(Case File No. 2020-05 CUP, DSP\) \(Planning\)](#)

## **NON CONSENT RESOLUTIONS**

27. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens and Learning Center, to operate a community garden to benefit the well-being of National City residents, located on the northern half of Paradise Creek Park, for a term of one year with the option to extend up to two additional two year terms. \(Community Services\)](#)
28. [Proposal from Olivewood Gardens and Learning Center to launch a COVID-19 Immunity Boosting and Wellness Program. \(City Manager\)](#)
29. [Resolution of the City Council of the City of National City extending the Urgency Ordinance enacting a temporary moratorium on evictions due to non-payment of rent for residential and commercial tenants as a result of the state of emergency related to the novel coronavirus disease, COVID-19, through September 30, 2020 from August 31, 2020. \(Housing Authority\)](#)
30. [Resolution of the City Council of the City of National City: 1\) ratifying the City Manager's execution of the Memorandum of Understanding between the City of National City and the San Diego Unified Port District for the city's administration of programs to residents impacted by the fire aboard the USS Bonhomme Richard; 2\) ratifying the City Manager's execution of the Memorandum of Understanding between the City of National City and 211 San Diego for program services; 3\) authorizing the acceptance of \\$200,000 from the Port of San Diego; and 4\) authorizing the establishment of a \\$200,000 General Fund appropriation and corresponding revenue budget for the administration of the programs. \(City Manager\)](#)
31. [Resolution of the City Council of the City of National City approving the creation of an Ad Hoc Committee to address disaster response to the USS Bonhomme Richard Fire. \(City Manager\)](#)
32. [Resolution of the City Council of the City of National City confirming and ratifying an order of the Emergency Services Director relaxing certain regulations related to outdoor use by restaurants, places of worship, and personal services businesses due to the COVID-19 pandemic. \(Planning\)](#)

33. [Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2021 from 0.67 cent per \\$100 of assessed valuation to 0.59 cent. \(Finance\)](#)
34. [Resolution of the City Council of the City of National City Repealing the June 16, 2020 Adoption of Censure to Legally Bar Councilmember Morrison's Threatened Lawsuit against the City and Thereafter Consider the Readoption of the Censure in its entirety as a separate Agenda Item. \(City Attorney\)](#)
35. [Resolution of the City Council of the City of National City Readopting the Censure of Councilmember Ron Morrison in its entirety for violation of City Council Policy #119, specifically Policy Nos. 2 and 3, entitled respectively as Conduct and Role Models. \(City Attorney\)](#)

## **NEW BUSINESS**

36. [Notice of Decision – Planning Commission approval of a Conditional Use Permit \(CUP\) for indoor commercial recreation \(basketball gym\) located at 1840 Wilson Avenue, Suite 'A'. \(Applicant: Justin Tate\) \(Case File No. 2020-08 CUP\) \(Planning\)](#)

## **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**

37. [Report to City Council on the 24th Street Transit-Oriented Development Overlay \(TODO\). \(Planning\)](#)
38. [Focused General Plan Update web-based public workshops and online survey. \(Housing Authority\)](#)
39. [Police Chief Update. \(Police\)](#)
40. [City Manager Report. \(City Manager\)](#)

### **MAYOR AND CITY COUNCIL**

### **CLOSED SESSION**



## **CLOSED SESSION REPORT**

### **ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - August 18, 2020 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [Employee of the Quarter 2020 - Officer Ashley Cummins. \(Police\)](#)  
Please scroll down to view the backup material.



CITY OF NATIONAL CITY  
M E M O R A N D U M

DATE: July 21, 2020  
TO: Brad Raulston, City Manager  
FROM: Robert J. Meteau, Jr., Human Resources Director *Rjm*  
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

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The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the 2<sup>nd</sup> Quarter of calendar year 2020 is:

**Officer Ashley Cummins**

*By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, August 4, 2020 to be recognized for her achievement and service.*

Attachment

cc: Ashley Cummins  
Chief Tellez  
Aaron DePascale, Sergeant  
Mayor's Confidential Assistant  
Human Resources – Office File

RECEIVED

MAY 26 2020

CITY OF NATIONAL CITY  
HUMAN RESOURCES DEPARTMENT



Performance Recognition Award  
Nomination Form

I nominate OFFICER ASHLEY CUMMINS

for the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc). Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

SEE ATTACHED MEMO

FORWARD COMPLETED NOMINATION TO:

National City Performance Recognition Program  
Human Resources Department

Nominated by AARON DePASCALIS

Signature: [Handwritten Signature]

Date: 05/25/20

NATIONAL CITY POLICE DEPARTMENT  
MEMORANDUM

DATE: May 25<sup>th</sup>, 2020

TO: Jose Tellez, Chief of Police  
(Via the Chain of Command)

FROM: Aaron DePascale, Sergeant

SUBJECT: Performance Recognition for Officer Cummins

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Officer Cummins is the creator of *Box with a Cop*, one of the most well-organized community based law enforcements events I have ever been a part of. The event took place on March 7<sup>th</sup> at the Community Youth Athletic Center. The Community Youth Athletic Center (CYAC) is a non-profit boxing gym in National City. The mission of CYAC is to provide at-risk youth from ages 7-19 with a constructive alternative to self-defeating behavior through an athletic, academic, and community service program. This program relies heavily on positive role models and mentors such as Officer Cummins to accomplish its mission.

Officer Cummins inspired several of her fellow officers to join her in helping with the event. Each officer was paired up with a CYAC youth and participated in a series of boxing drills with them. This was a perfect way for officers to form positive relationships with the CYAC children.

In order to organize the event, Officer Cummins donated a great deal of her free time. She was able to procure sponsorships from Chic Filet, HKA gear, and The National City Police Officer's Association. Due to the kind donations of the sponsors, all participants enjoyed lunch, the children were given a free pair of boxing gloves, and the officers were given *Box with a Cop* tee-shirts. The event was a total success and was reported on by The San Diego Union Tribune.

In addition to *Box with a Cop*, Officer Cummins has shown her passion for mentoring National City Youth by becoming a mainstay at CYAC. She attends all of their holiday events and often visits in, and out of uniform. Officer Cummins is a professional mixed martial artist so the knowledge she is able to provide is vitally important and gratefully appreciated. She was given an award by CYAC staff for being a VIP supporter.

Officer Cummins has shown her ability to impact the community in other ways this quarter as well. She is a very proactive police officer and her enforcement has led to multiple seizures of dangerous drugs and evidence which provided a lead in a homicide case.

Due to her efforts at the CYAC gym and efforts to keep National City streets safe, I am requesting Officer Cummins be considered for the public safety officer of the quarter.

Respectfully Submitted,

Aaron DePascale  
Sergeant


The following page(s) contain the backup material for Agenda Item: [Employee Service Recognition - Jeffrey W. Rouston, Senior Equipment Operator. \(Engineering/Public Works\)](#)  
Please scroll down to view the backup material.



City of National City  
MEMORANDUM

DATE: July 14, 2020

TO: Esther Clemente, Executive Assistant IV (City Manager's Office)  
Nancy Valdivia-Ochoa, Confidential Assistant (Mayor's Office)

FROM: Lilia Muñoz, Human Resources Analyst 

SUBJECT: **EMPLOYEE SERVICE RECOGNITION**

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The following City employee completed 30 years of service with the City of National City on April 11, 2020:

**NAME:** Jeffrey W. Rouston  
**POSITION:** Senior Equipment Operator  
**HIRED:** April 11, 1990

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, August 4, 2020 at 6pm.**

If this is acceptable, please make the necessary arrangements. The anniversary letter, service pin, and gift card selection memo will be sent prior to the meeting.

Thank you.

cc: Roberto Yano, Director of PW/City Engineer  
Jeff Rouston, Senior Equipment Operator

H:\Recognition Program



The following page(s) contain the backup material for Agenda Item: [Interviews and Appointments: Various Boards and Committees. \(City Clerk\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Interviews and Appointments: Various Boards and Committees. (City Clerk)

**PREPARED BY:** Michael R. Dalla

**DEPARTMENT:** City Clerk

**PHONE:** (619) 336-4226

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



**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

N/A

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

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

**ACCOUNT NO.**

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Take action as desired.

**ATTACHMENTS:**

Explanation  
Applications

**CITY BOARDS AND COMMISSIONS – AUGUST 4, 2020**

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**CIVIL SERVICE COMMISSION**

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

There is one (1) vacancy on the Civil Service Commission. There is one (1) new applicant.

<u>Name</u>	<u>Interviewed</u>
Natalie Limbaga	No

**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) expired term on the CPRC. On January 21, 2020, Christine Stein was appointed to an unexpired term ending on March 31, 2020. Per City Council Policy #107, Ms. Stein may be considered for re-appointment without considering other applicants.

<u>Name</u>	<u>Interviewed</u>
Christine Stein	Requests reappointment*

**PLANNING COMMISSION**

**(Appointing Authority: City Council / Staff Liaison: Martin Reeder)**

There is one (1) current vacancy. Ricardo Sanchez, currently serving on Traffic Safety, requests appointment to the Planning Commission. There are two (2) additional applicants.

<u>Name</u>	<u>Interviewed</u>
Ricardo Sanchez	Currently serving on Traffic Safety
Natalie Limbaga	No
Zachariah Trujillo	No

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

There are two (2) vacancies on the Veterans and Military Families Advisory Committee. There is one (1) applicant.

<u>Name</u>	<u>Interviewed</u>
Natalie Limbaga	No

**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
- Advisory Housing Committee\*

- Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Natalie A. Limbaga E-Mail: Natalie.limbaga@gmail.com

Home Address: 1921 E. Division St. Tel No: 619-646-2877  
(Include City/Zip) National City Ca. 91950

Business Affiliation: Home Maker Title: Citizen

Business Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Length of Residence in National City: 51 yrs. San Diego County: 54 California: 56

Educational Background: Substance Counselor (Retired) Security (Retired)

Occupational Experience: Super Visor / Counselor III

Professional or Technical Organization Memberships: National City West Lions Club  
president 2019  
president 2020

Civic or Community Experience, Membership, or Previous Public Service Appointments:  
CERT Team N.C. / Lion Club president

Experience or Special Knowledge Pertaining to Area of Interest: Love for my  
City

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 if "Yes" was marked for the above two questions.

N/A

Date: 6-24-2020 Signature: Natalie Limbaga

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.*

Rev. February 2020

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: 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: x Yes: misdemeanor crime? No: x 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 10 30 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

May 2008

Masters of Science in Construction Engineering

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.** Santee, CA  
April 2013 – March 2014  
*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
- BROOKS AUTOMATION** Petaluma, CA  
September 2011 – September 2012  
*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.
- MADISON HIGH SCHOOL** San Diego, CA  
September 2009 – June 2011  
*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.
- SKANSKA USA CIVIL** Otay Mesa, CA  
May 2008 – November 2008  
*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

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

- |   |  |
|---|--|
| <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 |
|   | <input type="checkbox"/> Advisory Housing Committee*         |

- Applicants must be residents of the City of National City except for those marked by an asterisk (\*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Zachariah Trujillo E-Mail: zachariahtrujillo@gmail.com

Home Address: 521 L Ave, NC CA 91950 Tel No: 619-781-2051  
(Include City/Zip)

Business Affiliation: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Length of Residence in National City: 2yrs San Diego County: 27yrs California: 27yrs

Educational Background: Bachelors Degree in the Science of Accountancy

Occupational Experience: Deployed Veteran OEF 2010. Retired Military 2013.  
Worked with a couple civil engineering firms in San Diego as an Accountant.

Professional or Technical Organization Memberships: Southwest Lodge 283 Free Masons

Civic or Community Experience, Membership, or Previous Public Service Appointments:  
This will be my start.

Experience or Special Knowledge Pertaining to Area of Interest: Knowledge of project  
accounting for civil engineer allows me to understand terms of maps.

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 if "Yes" was marked for the above two questions.

Date: 07/08/2020

Signature:   07/08/2020

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.

## Mike Dalla

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**From:** Zachariah Trujillo <zachariahtrujillo@gmail.com>  
**Sent:** Wednesday, July 08, 2020 10:30 AM  
**To:** Clerk  
**Subject:** Application for Appointment to Citys Boards, Commissions, and Committees - Zachariah Trujillo  
**Attachments:** Untitled.pdf; Date (1).pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning Team,

My name is Zachariah Trujillo. I have been a homeowner in National City for 1 year and 10 months. I do not plan on moving and would like to be a part of the community.

Given my educational background with a Bachelors in Accountancy I feel my addition would add value, insightfulness, commitment to understanding presented material. I have been employed within the Civil Engineering industry at various employers for the last 3 years in the accounting section. Employers consisted of Kimley Horn and Project Design Consultants. Project Design Consultants was the Civil Engineering firm used for "National City Bayfront Marina District 2012" as well as "National City General Plan Update 2007." Given my accounting position I was able to review these plans after moving to National City 09/2018; curiosity in how the City would grow. I would enjoy being a part of our community elected board team, I feel the future holds great possibilities and would like to be apart of its development.

Furthermore I am a Medically Retired Navy/Marine Veteran with awarded service to commitment and performance of valor in Operation Enduring Freedom Afghanistan 2010. During my time in service my positions included being part of the preventive medicine team to which I gathered information allowing for a quicker response to our 1st Light Armored Reconassiance Battalion consisting of 800+ Marines. Within a few months the first quarter of 2011 year I was awarded the Blue Jacket of Quarter for 1st Marine Corps Division. Begining of 2011 I was in an accident and relieved of my duties 2013 in service with a honorable medical retirement. To be chosen for a position on the Board would give me great honor and allow me to serve our community once more.

Please find attached "Application for Appointment to Citys Boards, Commissions, and Committees."

Thank you for your time and consideration,

**Zachariah Trujillo**  
[zachariahtrujillo@gmail.com](mailto:zachariahtrujillo@gmail.com)  
**619-781-2051**



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 # \_\_\_\_

08/04/20

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City 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 signed by the Chief of Police pursuant to Council Resolution 2019-109 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 \\$67,000. \(Police\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

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 signed by the Chief of Police pursuant to Council Resolution 2019-109 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 \$67,000.

**PREPARED BY:** [Wade Walters, Sergeant]

**DEPARTMENT:** Police

**PHONE:** [Ext. 4544]

**APPROVED BY:** 

**EXPLANATION:**

[Refer to Attachment.]

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

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

Revenue: 290-11647-3463

(Other State Grants) \$67,000

Expense: 290-411-647-1\*

(Personnel) \$67,000

No net financial impact. Revenues off-set expenses.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

[Approve Resolution.]

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Staff Report  
MOU



## ***NATIONAL CITY POLICE DEPARTMENT***

### ***STAFF REPORT***

DATE: August 4, 2020

SUBJECT: 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 signed by the Chief of Police pursuant to Council Resolution 2019-109 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 \$67,000.

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### **SUMMARY**

It is recommended the City Council approve the Resolution of the City Council of the City of National City to authorize the acceptance of the grant funds to support the operations by the police department in connection with the Regional Realignment Response Group.

### **BACKGROUND**

The National City Council passed and adopted the original Memorandum of Agreement on January 21, 2014 (Resolution No. 2014-03) authorizing the Chief of Police to enter into a Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) and municipal law enforcement agencies throughout the County for program support of the Regional Realignment Response Group (R3). The National City Police Department received grant funds in the amount of \$31,539 in 2014 from the Community Corrections Partnership (R3) to support R3 and its primary goal of public safety.

The National City Council passed and adopted a Memorandum of Agreement on September 6, 2016 (Resolution No. 2016-03) authorizing the Chief of Police to enter into a Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) and municipal law enforcement agencies throughout the County for program support of the Regional Realignment Response Group (R3). The National City Police Department was allocated and received grant funds in the amount of \$45,000



and the total expense has not been finished to support R3 and its primary goal of public safety.

The National City Council passed a resolution on April 17, 2018 (Resolution No. 2018-54) authorizing the Chief of Police to enter into a Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) and municipal law enforcement agencies throughout the County for program support of the Regional Realignment Response Group (R3). The National City Police Department was allocated and received grant funds in the amount of \$45,000 in 2018.

The National City Council passed a resolution on August 6, 2019 (Resolution No. 2019-109) authorizing the Chief of Police to enter into a Memorandum of Agreement with the County of San Diego (San Diego Sheriff's Department and Probation Department) and municipal law enforcement agencies throughout the County for program support of the Regional Realignment Response Group (R3). The National City Police Department was allocated and received grant funds in the amount of \$65,000 in 2019.

### **CURRENT PROPOSAL**

The current request for Council is to authorize the department to accept the annual grant funds to continue to support operations described in the Memorandum of Agreement that is in effect from July 1, 2017 through June 30, 2022 with the County of San Diego (San Diego Sheriff's Department and Probation Department) for the Regional Realignment Group. As part of this agreement, the National City Police Department will continue to receive grant funding in an amount to be determined but estimated at \$67,000. The funds shall be used to support R3 and its primary goal of public safety by developing and implementing targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders and Post Release Community Supervision Offenders, released into San Diego County.

### **IMPACT**

None. No net financial impact. Revenue off set expenses.

**AGREEMENT FOR THE  
REGIONAL REALIGNMENT RESPONSE (R3) PROGRAM**

**1. PARTIES TO THE AGREEMENT**

This Agreement is between the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO (collectively the "CITIES"), collectively the "PARTIES", for program support of the Regional Realignment Response ("R3").

**1.1 Party Departments or Agencies Participating in the Agreement**

1.1.1 For the COUNTY, participating agencies are the Sheriff's Department ("SHERIFF") and the Probation Department ("PROBATION").

1.1.2 For the CITIES, participating agencies are their respective police departments.

The services and obligations of PARTIES and their participating agencies are set forth herein.

**2. RECITALS**

2.1 WHEREAS, in April 2011, Governor Edmund G. Brown, Jr. signed Assembly Bill (AB) 109 to help California stop the costly, ineffective, and unsafe revolving door of lower-level offenders and parole violators cycling in and out of state prisons. This legislation gives local law enforcement the right and the ability to manage offenders in smarter and cost-effective ways; and

2.2 WHEREAS, in December 2013, COUNTY through SHERIFF implemented the Regional Realignment Response (R3) program in response to the passage of AB 109 and received funds from the State of California Local Revenue Fund 2011, Community Corrections Subaccount and continues to receive funds annually to continue the R3 program; and

2.3 WHEREAS, in March 2014, PARTIES executed the Agreement for the 2013 Regional Realignment Response (R3) for the initial term of December 31, 2013 through December 31, 2014; and

2.4 WHEREAS, in January 2015, PARTIES executed Amendment No.1 where Paragraph 3.1 provides that "(t)he term of this Agreement shall be December 31, 2013 and shall continue in effect through and terminate at midnight on December 31, 2015 subject to the termination provision in sections 3.2..."; and

- 2.5** WHEREAS, in May 2015, PARTIES executed Amendment No. 2 to increase each CITY'S allocation for personnel overtime; and
- 2.6** WHEREAS, in August 2015, PARTIES executed Amendment No. 3 to extend the Agreement from December 31, 2015 to June 30, 2016; and
- 2.7** WHEREAS, in October 2016, PARTIES executed the Agreement for the 2016 Regional Realignment Response (R3) for the initial term of July 1, 2016 through December 31, 2017; and
- 2.8** WHEREAS, in June 2016, the COUNTY and the CITY OF EL CAJON executed Amendment No. 4 to increase the CITY'S allocation for personnel overtime; and
- 2.9** WHEREAS, funds shall be used to support the R3 program and its primary goal of public safety by developing and implementing a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders (which include those sentenced pursuant to California Penal Codes 1170(h)(5)(A) PC and 1170(h)(5)(B) PC and Post Release Community Supervision Offenders) released into San Diego County.
- 2.10** WHEREAS, Government Code §55632 authorizes COUNTY through SHERIFF and PARTIES, to contract with SHERIFF for provision of joint law enforcement services.
- 2.10.1** WHEREAS, COUNTY has requested PARTIES assistance in performing R3 operations and will reimburse PARTIES for overtime-only expenses incurred collectively by PARTIES in R3 program operations not to exceed \$1,000,000 during the term of the Agreement.
- 2.11** WHEREAS, PARTIES desire to enter into an agreement with provisions concerning the nature and extent of R3 collaboration, services rendered, and compensation.
- 2.12** WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 3 dated June 28, 2016, approved and authorized the SHERIFF to enter into expenditure contracts related to the R3 program and to reimburse overtime expenses incurred collectively by PARTIES performing R3 program Operations in fiscal year 2016 and subsequent years.
- 2.13** PARTIES agree to maintain documentation as required in paragraph 7.3 Method of Payment, supporting all expenditures reimbursed from R3 program funds, for a period of five years, with five years beginning the day after the end of the project period, e.g., if the end of the project period is June 30, 2018, five years begins July 1, 2018 and ends June 30, 2023.

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#



NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY through SHERIFF will reimburse, and PARTIES will provide, a level of R3 services, as set forth in this Agreement.

### **3. PURPOSE AND INTENT**

The purpose of this Agreement is to satisfy the R3's goal of ensuring public safety in the post AB 109 environment by the continued development and implementation of a targeted, proactive, intelligence-based approach to control and counteract the risks associated with a population of offenders placed under the responsibility of the county.

### **4. SCOPE OF SERVICES**

#### **4.1 Method of Service Delivery**

SHERIFF will maintain the R3 program funding and will be administratively responsible for coordination of PARTIES' obligations and reimbursement to PARTIES' under this Agreement.

#### **4.2 Overview of Basic Services**

PARTIES will provide R3 operations ("Operations") in their designated areas of jurisdiction and/or in coordination with other R3 PARTIES in order to counteract the risks associated with realigned offenders released into San Diego County.

##### **4.2.1 Framework of Operations**

The Regional Realignment Response Group (R3G), consisting of designated coordinators from each PARTY, as outlined in paragraph 6.2.3, will oversee R3 Operations and will meet every six (6) months to discuss and plan Operations.

##### **4.2.2 Regional Sub-Group**

Regional Sub-Groups (RSGs) are created for the Northern, Central, and Southern areas of the County. The RSGs are responsible for planning and coordinating allied or regional Operations involving two or more PARTIES. The RSGs are composed of the following:

**NORTHERN:** A police lieutenant from the cities of Escondido, Carlsbad, and Oceanside, a lieutenant from SHERIFF, and a supervising probation officer from PROBATION.

**CENTRAL:** A police lieutenant from the cities of San Diego, El Cajon, and La Mesa, a lieutenant from SHERIFF, and a supervising probation officer from PROBATION.

**SOUTHERN:** A police lieutenant from the cities of San Diego, National City, and Chula Vista, a lieutenant from SHERIFF, a commander from the city of Coronado, and a supervising probation officer from PROBATION.

#

## **5. TERM OF AGREEMENT**

### **5.1 Initial Term**

This Agreement shall be effective July 1, 2017 and shall continue in effect through and terminate at midnight on June 30, 2022, or until terminated pursuant to sections 5.2, subject to availability of funds, and 5.3 below.

### **5.2 Option to Extend**

COUNTY shall have the option to renew this Agreement for successive one year increments beyond June 30, 2022. Renewal or extension of the Agreement beyond June 30, 2022 shall be subject to available funding.

### **5.3 Termination**

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days minimum written notice to the other PARTIES. Lack of funding may also result in termination of this agreement pursuant to section 10.13.

## **6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES**

### **6.1 Anticipated Outcome**

The anticipated outcome of the R3 Operations, provided by PARTIES under this Agreement, is increased law enforcement presence in each respective PARTY's designated area of jurisdiction in order to counteract the risks associated with realigned offenders released into San Diego County. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES.

**6.1.1** PARTIES will provide enhanced enforcement by increasing patrol presence in areas where realigned offenders reside, jurisdictions where they are released, and areas they are known to frequent. This patrol presence will include 4th waiver searches, probation compliance checks, directed patrol, and coordinated multi-agency sweeps. In addition, PARTIES will utilize their unique investigatory areas of expertise in Operations.

**6.1.2** Increase intelligence/information sharing among PARTIES, including but not limited to the following activities:

- (a) Utilize Criminal Intelligence Analysts, dedicated to the R3 program, located at the San Diego Law Enforcement Coordination Center (SD-LECC). The SD-LECC will serve as the centralized clearinghouse for information and documentation of realigned offender post-release packets.
- (b) Conduct meetings every six (6) months with a minimum of one (1) representative from each PARTY.
- (c) Increase information sharing during Operations.

- 6.1.3** Prior to R3 Operations, an Operations Plan must be approved by the R3designated coordinators. The Operations Plan shall be submitted by the operations coordinator via email to R3@sdsheriff.org at least seventy-two (72) hours prior to the Operation.
- 6.1.4** At the conclusion of each R3 Operation, participating PARTY shall complete a Daily Activity Report (DAR). The DAR will be submitted to the PARTY'S designated coordinator.
- 6.1.5** The designated coordinator shall email the following to R3@sdsheriff.org:
- (a) A completed OVERALL Operation Statistics form
  - (b) All completed DAR forms received from personnel
  - (c) A completed Operation Roster which includes all personnel assigned to the Operation and sign in and sign out times.

## **6.2 Personnel Qualifications and Assignment**

### **6.2.1 Qualifications**

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualification for their specific classification.

### **6.2.2 Management, Direction and Supervision**

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY'S personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to the R3 program by this Agreement. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel engaged in performing this Agreement.

### **6.2.3 Designated Coordinators**

SHERIFF shall select and designate a coordinator who shall manage and direct the R3 program. Each other PARTY shall select and designate a coordinator under this Agreement. The designated coordinators for each PARTY shall represent their agency on the R3 outlined in Section 4.2, perform the activities outlined in Section 6.1.5 and implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

**6.2.4 Staffing for Basic Services**

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to R3 program Operations at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

**6.2.5 Equipment and Supplies**

Each PARTY will supply its own personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform R3 program Operations under this agreement.

**7. COST OF SERVICES/CONSIDERATION**

**7.1 General**

As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for personnel assigned to perform R3 program Operations on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY through SHERIFF are dependent on the continued availability of funds from the State of California Local Revenue Fund, Community Corrections Subaccount.

**7.2 Personnel Costs/Rate of Compensation**

During the term of this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform R3 program Operations based upon available funding and the actual costs incurred by PARTIES to provide Operations under this Agreement.

**7.3 Method of Payment**

PARTIES shall submit correct and complete reimbursement forms, labor reports, and timesheets, as documentation that represents amounts due under this Agreement to SHERIFF no later than the final business day of the subsequent month from the month being claimed. All requests for reimbursement shall be sent to:

San Diego County Sheriff s Department  
O-41 Grants Unit (R3)  
P. O. Box 939062  
San Diego, CA 92193-9062

**7.3.1** Reimbursement forms, labor reports, and timesheets must have the signature of PARTY's designated coordinator or his or her designee, certifying that the invoice, labor reports, and timesheets are true and correct.

**7.3.2** PARTIES shall provide payroll records for every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime-hourly rate, overtime hours worked, date overtime worked, and fringe benefit rate and cost. PARTIES shall make available to SHERIFF for inspection, upon request,

all payroll records and any other records that relate to the Basic Services provided under this Agreement.

7.3.3 Within sixty (60) business days upon receipt of valid invoice and complete documentation, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

7.3.4 Each PARTY is responsible for tracking the claims submitted by their agency to ensure their total claim does not exceed the allocation for their agency.

**8. INDEMNIFICATION - WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES**

8.1 The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

8.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by that respective agency, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective agency or any contract labor provider retained by that respective agency.

8.3 Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by non-County party, or (2) any claim,

demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

## **9. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE**

### **9.1 Claims Arising From Sole Acts or Omissions of a PARTY**

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

### **9.2 Claims Arising From Concurrent Acts or Omissions**

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 9.4 below.

### **9.3 Joint Defense**

Notwithstanding paragraph 9.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in section 9.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

### **9.4 Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

## **10. GENERAL PROVISIONS**

### **10.1 Independent Contractor Status**

**10.1.1** In the performance of services under this Agreement, COUNTY and CITIES acknowledge and agree that COUNTY and its respective officers, agents and/or employees shall be deemed independent contractors and not officers,

agents or employees of CITIES; CITIES and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of COUNTY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder; all such personnel provided by CITIES under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.

**10.1.2** COUNTY and CITIES acknowledge and agree that COUNTY does not control the manner and means of performing the work of CITIES' officers, agents or employees who perform R3 program Operations, nor does COUNTY have the right to hire or fire such officers, agents or employees. CITIES do not control the manner and means of performing the work of COUNTY officers, agents or employees who perform R3 program Operations, nor do CITIES have the right to hire or fire such officers, agents or employees.

**10.1.3** COUNTY has no authority of any kind to bind CITIES, and CITIES have no authority to bind COUNTY in any respect whatsoever, nor shall COUNTY act or attempt to act, or represent itself directly or by implication as an agent of CITIES, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITIES. CITIES shall not act or attempt to act, or represent themselves directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

**10.2 Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows or, to such other place as each party may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

Sheriff  
San Diego County Sheriff's Department  
P. O. Box 939062  
San Diego, CA 92193

Chief Probation Officer  
Probation Department  
9444 Balboa Avenue, Ste. 500  
San Diego, CA 92123

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To non-County PARTIES:

Chief of Police  
Carlsbad Police Department  
2560 Orion Way  
Carlsbad, CA 92010

Chief of Police  
Chula Vista Police Department  
315 Fourth Avenue  
Chula Vista, CA 91910

Chief of Police  
Coronado Police Department  
700 Orange Avenue  
Coronado, CA 92118

Chief of Police  
El Cajon Police Department  
100 Civic Center Way  
El Cajon, CA 92020

Chief of Police  
Escondido Police Department  
1163 North Centre City Parkway  
Escondido, CA 92026

Chief of Police  
La Mesa Police Department  
8085 University Avenue  
La Mesa, CA 91942

Chief of Police  
National City Department  
1200 National City Boulevard  
National City, CA 91950

Chief of Police  
Oceanside Police Department  
3855 Mission Avenue  
Oceanside, CA 92058

Chief of Police  
San Diego Police Department  
1401 Broadway  
San Diego, CA 92101

A notice shall be effective on the date of personal delivery if personally delivered before 5:00p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

**10.3 Amendment**

This Agreement may be modified or amended only by a written document signed by the COUNTY through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES.

**10.4 Entire Agreement**

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and non-County PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

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**10.5 Construction**

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one PARTY.

**10.6 Waiver**

A waiver by COUNTY or non-County PARTIES of a breach of any of the covenants to be performed by COUNTY or non-County PARTIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or non-County PARTIES of either performance or payment shall not be considered a waiver of PARTY's preceding breach of this Agreement.

**10.7 Authority to Enter Agreement**

COUNTY and non-County PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

**10.8 Cooperation**

COUNTY through SHERIFF and non-County PARTIES will cooperate in good faith to implement this Agreement.

**10.9 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. COUNTY through SHERIFF will provide each non-County PARTY with a copy of this Agreement once fully executed.

**10.10 Severability**

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

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**10.11 Representation**

Each PARTIES' Chief, or their respective designee, shall represent their agency in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent SHERIFF in all discussions pertaining to this Agreement.

**10.12 Dispute Resolution Concerning Services and Payment**

In the event of any dispute concerning services and payment arising from this Agreement, the SHERIFF, or his or her designee, and PARTIES' Chief of Police, or his or her respective designee, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

**10.13 Termination of Funding**

In the event that funding for reimbursement of costs related to R3 program Operations is terminated, this Agreement in its entirety shall be considered null and void and PARTIES shall no longer be required to provide R3 program Operations as described herein. In such event, COUNTY through SHERIFF shall notify all PARTIES in writing and all PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of R3 program Operations through alternate means.

**10.14 Obligation**


This Agreement shall be binding upon the successors of the PARTIES.

**10.15 California Law**


This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, such Agreement being effective July 1, 2017 and executed on this 27th day of APRIL, 2018.

COUNTY OF SAN DIEGO  
SHERIFF'S DEPARTMENT

  
\_\_\_\_\_  
William D. Gore  
Sheriff

COUNTY OF SAN DIEGO  
PROBATION DEPARTMENT

  
\_\_\_\_\_  
Adolfo Gonzales  
Chief

CARLSBAD POLICE DEPARTMENT

ATTACHED  
\_\_\_\_\_  
Neil Gallucci  
Chief

CHULA VISTA POLICE DEPARTMENT

ATTACHED  
\_\_\_\_\_  
Roxana Kennedy  
Chief

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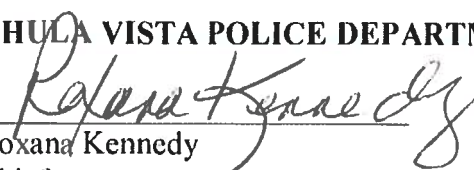
Adolfo Gonzales  
Chief

**CARLSBAD POLICE DEPARTMENT**

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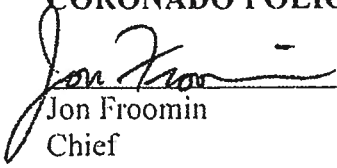
Neil Gallucci  
Chief

**CHULA VISTA POLICE DEPARTMENT**

  
Roxana Kennedy  
Chief

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**CORONADO POLICE DEPARTMENT**

  
Jon Froomin  
Chief

**CITY OF EL CAJON**

ATTACHED  
Douglas Williford  
City Manager

**ESCONDIDO POLICE DEPARTMENT**

ATTACHED  
Craig Carter  
Chief

**LA MESA POLICE DEPARTMENT**

ATTACHED  
Walt Vasquez  
Chief

**NATIONAL CITY POLICE DEPARTMENT**

ATTACHED  
Manuel Rodriguez  
Chief

**OCEANSIDE POLICE DEPARTMENT**

ATTACHED  
Frank McCoy  
Chief

**SAN DIEGO POLICE DEPARTMENT**

ATTACHED  
David Nisleit  
Chief

**CITY OF SAN DIEGO**

ATTACHED  
Kevin Faulconer (or designee)  
Mayor

Approved as to form and legality:  
**SAN DIEGO COUNTY COUNSEL**

Approved as to form:  
**MARA W. ELLIOTT, SAN DIEGO  
CITY ATTORNEY**

ATTACHED  
Mark Day  
Senior Deputy

ATTACHED  
By Deputy City Attorney

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**CORONADO POLICE DEPARTMENT**

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Jon Froomin  
Chief

**CITY OF EL CAJON**

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Douglas Williford  
City Manager

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Senior Deputy

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Paige E. Folkman  
Chief Deputy City Attorney


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*Walt Vasquez*  
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Walt Vasquez  
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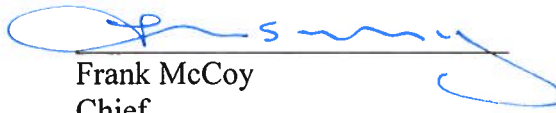
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Approved as to form and legality:  
**SAN DIEGO COUNTY COUNSEL**

 4/2/18

Mark Day  
Senior Deputy

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ATTACHED

By Deputy City Attorney

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**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF ANNUAL GRANT FUNDS AND 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 2019-109 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 \$67,000**

**WHEREAS**, as part of the State of California Realignment ("AB 109"), San Diego County, through the Sherriff's Department, requested funds from the Community Corrections Partnership ("CCP") to create a Regional Realignment Response Group ("R3"); and

**WHEREAS**, on January 21, 2014, the City Council adopted Resolution No. 2014-03, entering into a Memorandum of Understanding with the County of San Diego for program support of R3; and

**WHEREAS**, R3 currently consists of the County of San Diego Sheriff's Department and Probation Department (together referred to as "County") and the cities of Carlsbad, Chula Vista, Coronado, El Cajon, Escondido, La Mesa, and National City (the "Parties"); and

**WHEREAS**, San Diego County, through the Sherriff's Department, received funds from the State of California Local Revenue 2011, Community Corrections Subaccount to continue the R3 program retroactive from July 1, 2017 through June 30, 2022; and

**WHEREAS**, the funds shall be used to support R3 and its primary goal of public safety by developing and implementing a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders and Post Release Community Supervision Offenders released into San Diego County; and

**WHEREAS**, as part of this Agreement, the National City Police Department is expected to receive approximately \$67,000 to conduct compliance and enforcement operations of violators.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the Chief of Police to execute the Memorandum of Agreement with the County to continue program support of the Regional Realignment Response Group ("R3").

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**Resolution No. 2020 -  
Page Two**

**BE IT FURTHER RESOLVED** that the City Council authorizes the acceptance of grant funds in the approximate amount of \$67,000 to continue R3's primary goal of public safety to develop and implement a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders and Post Release Community Supervision Offenders released into San Diego County retroactive from July 1, 2017 through June 30, 2022.

**BE IT FURTHER RESOLVED** that the City Council hereby authorizes the establishment of an appropriation and corresponding revenue budget for the R3 Grant in the amount of \$67,000.

**PASSED and ADOPTED this 4th day of August, 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 accepting funds in the amount of \\$2,500 from the 2020 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 a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. \(Fire\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City accepting funds in the amount of \$2,500 from the 2020 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 a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. (Fire)

**PREPARED BY:** Frank Parra

**DEPARTMENT:** Fire

**PHONE:** 619-336-4551

**APPROVED BY:** 

**EXPLANATION:**

Through the 2020 SDG&E SAFE San Diego Initiative, SDG&E has awarded funds to more than 80 non-profit organizations, to support local emergency preparedness, safety, and disaster response programs. SDG&E has provided a check in the amount of \$2,500 to the Burn Institute, which is a 501(c)(3) non-profit organization, who is serving as National City's Community Emergency Response Team (CERT) fiscal agent to provide the grant funds.

This grant helps National City CERT to recruit new CERT members, administer the CERT program, and promote disaster preparedness training through the National City CERT Program. Staff recommends the establishment of an appropriation and corresponding revenue budget in the amount of \$2,500.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.** Ex. 282-412-912-355-0000 / Rev. 282-12912-3498 **APPROVED:** \_\_\_\_\_ MIS

No matching City funds required.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Resolution



**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING FUNDS IN THE AMOUNT OF \$2,500 FROM THE 2020 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 A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET**

**WHEREAS**, through SDG&E's 2020 SAFE San Diego Initiative, SDG&E will award funds to more than 80 non-profit organizations to support local emergency preparedness, safety, and disaster response programs; and

**WHEREAS**, SDG&E has provided \$2,500 to the Burn Institute, which is a 501(c)(3) non-profit organization, that serves as fiscal agent to provide the grant funds to the National City Community Emergency Response Team ("CERT"); and

**WHEREAS**, this grant allows National City CERT to recruit new CERT members, administer the CERT program, and promote disaster preparedness training through the National City CERT Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby accepts the grant funds in the amount of \$2,500 from SDG&E's 2020 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.

**BE IT FURTHER RESOLVED** that the City Council authorizes the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget in the amount of \$2,500.

**PASSED and ADOPTED this 4th day of August, 2020.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City acknowledging receipt of a report made by the Chief of Emergency Services of the National City Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code. \(Fire\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City acknowledging receipt of a report made by the Chief of Emergency Services of the National City Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code. (Fire)

**PREPARED BY:** Frank Parra

**PHONE:** (619) 336-4551

**EXPLANATION:**

See attached Staff Report.

**DEPARTMENT:** Fire

**APPROVED BY:** 

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

|

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

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

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Approve the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

|

**ATTACHMENTS:**

1. Staff Report
2. Resolution

## EXHIBIT "A"

### STAFF REPORT

**SUBJECT:** ACKNOWLEDGE THE NATIONAL CITY FIRE DEPARTMENT'S REPORT REGARDING PERFORMANCE OF ANNUAL INSPECTIONS PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

**RECOMMENDATION:**

It is recommended that the City Council:

1. Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the general rule; and
2. Adopt the resolution recognizing the National City Fire Department's level of compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

**BACKGROUND:**

California Senate Bill 1205 (SB 1205) was signed into law on September 27, 2018, after the tragic Ghost Ship Fire (December 2016) brought national attention to California and put a spotlight on fire safety laws as well as the performance of fire inspections. This law amends preceding law such that an annual report on state mandated inspections is now required to be submitted to the governing body of each jurisdiction having authority for inspections. The law also requires the report to be given when the administering authority discusses its annual budget and receipt of the report must be acknowledged in a resolution or similar formal document.

State mandated inspections were enacted by the California Health & Safety Code Sections 13146.2 and 13146.3 and requires all fire departments that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards. The California Health & Safety Code Sections 13146.2 and 13146.3 did not require fire departments to report or demonstrate compliance as the new law (SB 1205) does.

Although there are no penalties identified in the law, adoption of the resolution will establish the City of National City's intent to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the National City Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3, which identifies the state mandated inspections above and further described below.

Public and private schools are generally classified as Educational Group E occupancies. They are schools used by more than six persons at any one time, for educational purposes through the 12th grade. Within the City of National City, there are 21 Group E occupancies, buildings, structures and facilities.

During fiscal year 2019-20, the National City Fire Department completed the annual inspection of 19 Group E occupancies, buildings, structures, and facilities. This represents a compliance rate of 90%. There was one dedicated fire inspector assigned to these occupancy type and the performance for fiscal year 2019-2020 will trend upwards with an anticipated completion of 100% of the required inspections. The increase in performance will be attributed overall to an additional fire inspector hired on June 2, 2020. This department will also continue to improve coordination and cooperation with school administration and maintenance staff, which will result in a reduction in violations that would require re-inspection.

Currently, the National City Fire Department continues to promote its Fire Safe School of the Year Award, presented to the safest elementary school in the National School District during an annual assembly. The award established in 2002, continues to promote friendly competition between schools while making our schools a safer place.

Hotels, motels, apartments (three units or more), and other residential occupancies that contain sleeping units (including some residential care facilities) are generally classified as Residential Group R occupancies. The residential care facilities have various sub-classifications and may contain residents or clients that have a range of needs, such as, custodial care, mobility impairments, cognitive disabilities, and more. The residents may also be non-ambulatory.

Within the City of National City, there were 359 Group R (and their associated sub-categories) occupancies. During fiscal year 2019-2020, the National City Fire Department completed the annual inspection of 307 Group R occupancies, buildings, structures, and facilities. This is a compliance rate of 86%. Residential occupancy inspections had been achieved by the Fire Prevention Bureau with (1) Fire Inspector and (2) volunteers who volunteered several days a week totaling approximately thirty two (32) hours per month. Additionally, the department has seen an upward swing of building construction in the City of National City, and further mandates by the California State Fire Marshal's Office, resulting in an increase of an additional three hundred and six (306) Multi-family residential properties, resulting in an overall total of six hundred and sixty five (665) R occupancies (46% increase) for the current reporting period.

In an effort to increase overall performance and compliance with the State mandate, the Department was successful in actively working through the City Managers Office, Human Resources, and the Finance Department, in an effort to hire one (1) Fire Inspector to assist with the overall two thousand nine hundred (2,900) business and residential fire inspections.

The combined effort is trending to increase the Department's compliance rate of the mandated inspections for fiscal year 2019-2020.

#### ENVIRONMENTAL ANALYSIS:

Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3), the general rule.

#### COUNCIL POLICY CONSIDERATION:

This action supports the City Council's strategic goal to ensure public safety.

#### FISCAL IMPACT:

There is no fiscal impact as a result of acknowledging the National City Fire Department's compliance with certain State mandated fire inspections. The report seeks to communicate with the governing authority about the level of compliance with state mandated safety inspections. This report should assist the National City Fire Department and governing authority in planning and prioritizing available resources to appropriately staff and carry out state mandated inspections.

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE CHIEF OF  
EMERGENCY SERVICES OF THE NATIONAL CITY FIRE DEPARTMENT  
REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO BE  
PERFORMED ANNUALLY PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE  
HEALTH AND SAFETY CODE**

**WHEREAS**, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on September 27, 2018; and

**WHEREAS**, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the National City Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

**WHEREAS**, California Health & Safety Code Section 13146.4 requires all fire departments, including the National City Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

**WHEREAS**, the City Council of the City of National City intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the National City Fire Department's compliance with California Health and Sections 13146.2 and 13146.3.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City does hereby expressly acknowledges the measure of compliance of the National City Fire Department in accordance with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City/County, as reflected in the Staff Report attached hereto marked as Exhibit "A" and by this reference incorporated herein as though set forth in full and as follows:

**A. EDUCATIONAL GROUP E OCCUPANCIES:**

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of National City, there are 21 Group E occupancies, buildings, structures, and/or facilities.

During Fiscal Year 2019-2020, the National City Fire Department completed the annual inspection of Group E occupancies, buildings, structures, and/or facilities. This is a compliance rate of 90% for this reporting period. Additional items of note regarding this compliance rate can be found in Exhibit "A" for this resolution.

**B. RESIDENTIAL GROUP R OCCUPANCIES:**

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of National City, there are 359 Group R (and their associated sub-categories) occupancies of this nature. During Fiscal Year 2019-2020, the National City Fire Department completed the annual inspection of 307 Group R occupancies, buildings, structures, and/or facilities. This is a compliance rate of 86% for this reporting period. Additional items of note regarding this compliance rate can be found in Exhibit "A" of this resolution.

**PASSED and ADOPTED this 4th day of August, 2020.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## EXHIBIT "A"

### STAFF REPORT

**SUBJECT:** ACKNOWLEDGE THE NATIONAL CITY FIRE DEPARTMENT'S REPORT REGARDING PERFORMANCE OF ANNUAL INSPECTIONS PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

**RECOMMENDATION:**

It is recommended that the City Council:

1. Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the general rule; and
2. Adopt the resolution recognizing the National City Fire Department's level of compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

**BACKGROUND:**

California Senate Bill 1205 (SB 1205) was signed into law on September 27, 2018, after the tragic Ghost Ship Fire (December 2016) brought national attention to California and put a spotlight on fire safety laws as well as the performance of fire inspections. This law amends preceding law such that an annual report on state mandated inspections is now required to be submitted to the governing body of each jurisdiction having authority for inspections. The law also requires the report to be given when the administering authority discusses its annual budget and receipt of the report must be acknowledged in a resolution or similar formal document.

State mandated inspections were enacted by the California Health & Safety Code Sections 13146.2 and 13146.3 and requires all fire departments that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards. The California Health & Safety Code Sections 13146.2 and 13146.3 did not require fire departments to report or demonstrate compliance as the new law (SB 1205) does.

Although there are no penalties identified in the law, adoption of the resolution will establish the City of National City's intent to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the National City Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3, which identifies the state mandated inspections above and further described below.

Public and private schools are generally classified as Educational Group E occupancies. They are schools used by more than six persons at any one time, for educational purposes through the 12th grade. Within the City of National City, there are 21 Group E occupancies, buildings, structures and facilities.

During fiscal year 2019-20, the National City Fire Department completed the annual inspection of 19 Group E occupancies, buildings, structures, and facilities. This represents a compliance rate of 90%. There was one dedicated fire inspector assigned to these occupancy type and the performance for fiscal year 2019-2020 will trend upwards with an anticipated completion of 100% of the required inspections. The increase in performance will be attributed overall to an additional fire inspector hired on June 2, 2020. This department will also continue to improve coordination and cooperation with school administration and maintenance staff, which will result in a reduction in violations that would require re-inspection.



Currently, the National City Fire Department continues to promote its Fire Safe School of the Year Award, presented to the safest elementary school in the National School District during an annual assembly. The award established in 2002, continues to promote friendly competition between schools while making our schools a safer place.

Hotels, motels, apartments (three units or more), and other residential occupancies that contain sleeping units (including some residential care facilities) are generally classified as Residential Group R occupancies. The residential care facilities have various sub-classifications and may contain residents or clients that have a range of needs, such as, custodial care, mobility impairments, cognitive disabilities, and more. The residents may also be non-ambulatory.

Within the City of National City, there were 359 Group R (and their associated sub-categories) occupancies. During fiscal year 2019-2020, the National City Fire Department completed the annual inspection of 307 Group R occupancies, buildings, structures, and facilities. This is a compliance rate of 86%. Residential occupancy inspections had been achieved by the Fire Prevention Bureau with (1) Fire Inspector and (2) volunteers who volunteered several days a week totaling approximately thirty two (32) hours per month. Additionally, the department has seen an upward swing of building construction in the City of National City, and further mandates by the California State Fire Marshal's Office, resulting in an increase of an additional three hundred and six (306) Multi-family residential properties, resulting in an overall total of six hundred and sixty five (665) R occupancies (46% increase) for the current reporting period.

In an effort to increase overall performance and compliance with the State mandate, the Department was successful in actively working through the City Managers Office, Human Resources, and the Finance Department, in an effort to hire one (1) Fire Inspector to assist with the overall two thousand nine hundred (2,900) business and residential fire inspections.

The combined effort is trending to increase the Department's compliance rate of the mandated inspections for fiscal year 2019-2020.

#### ENVIRONMENTAL ANALYSIS:

Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3), the general rule.

#### COUNCIL POLICY CONSIDERATION:

This action supports the City Council's strategic goal to ensure public safety.

#### FISCAL IMPACT:

There is no fiscal impact as a result of acknowledging the National City Fire Department's compliance with certain State mandated fire inspections. The report seeks to communicate with the governing authority about the level of compliance with state mandated safety inspections. This report should assist the National City Fire Department and governing authority in planning and prioritizing available resources to appropriately staff and carry out state mandated inspections.

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) ratifying acceptance of funds in the total amount of \\$15,542 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery \(CalRecycle\) for FY20 to implement recycling projects and programs such as beverage recycling containers in city parks, clean-up activities, and educational materials; 2\) authorizing the acceptance of the Beverage Container Recycling City/County Payment Program funds for \\$15,542 and the establishment of the Trash Rate Stabilization Fund appropriation of \\$15,542 and corresponding revenue budget for the implementation of recycling projects and programs.\( Engineering/Public Works\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) ratifying acceptance of funds in the total amount of \$15,542 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery (CalRecycle) for FY20 to implement recycling projects and programs such as beverage recycling containers in city parks, clean-up activities, and educational materials; 2) authorizing the acceptance of the Beverage Container Recycling City/County Payment Program funds for \$15,542 and the establishment of the Trash Rate Stabilization Fund appropriation of \$15,542 and corresponding revenue budget for the implementation of recycling projects and programs.

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

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

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

Expenditure Account No. 172-416-225-399-9076 - \$15,542 (FY20 Beverage Container Recycling Program)

Corresponding revenues have been received and were deposited in account #172-00000-3463.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing fund appropriations for the Beverage Container Recycling City/County Payment Program from CalRecycle for FY20.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Resolution

## **Explanation**

The Beverage Container Recycling City/County Payment Program with the Department of Resources of Recycling and Recovery (CalRecycle) awards funds to eligible California cities and counties specifically for beverage container recycling and litter cleanup activities. The goal of the program is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers - aluminum, glass, plastic, and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

The City of National City has received funds from this program since FY 2005-06. For the period of FY20, the City of National City was awarded a total of \$15, 542 in funds to implement recycling projects and programs. Staff typically uses these funds to purchase beverage recycling containers for our local community parks, purchase reusable tote bags specifically designed to educate and promote beverage container recycling, and develop public educational flyers and brochures promoting beverage container recycling.

Starting with the FY15 funding cycle, jurisdictions have a 24 month term to expend funds. Reporting will require submitting back-up documentation, including proof of purchases, for all expenditures. Failure to meet this reporting due date may result in the denial of funding and collection of unspent/unreported funds. As a result, staff was required to spend the funds allocated for FY20 on the program listed above, and is seeking City Council ratification of those expenditures. Staff is also seeking City Council approval to establish Trash Rate Stabilization Fund appropriations for FY20 to allow for future expenditures, and ratification of the establishment of corresponding revenue budgets for FY20 in the total amount of \$15,542.

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) RATIFYING ACCEPTANCE OF FUNDS IN THE TOTAL AMOUNT OF \$15,542 AWARDED TO THE CITY OF NATIONAL CITY FROM THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM FROM THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR FY20 TO IMPLEMENT RECYCLING PROJECTS AND PROGRAMS SUCH AS BEVERAGE RECYCLING CONTAINERS IN CITY PARKS, CLEAN-UP ACTIVITIES, AND EDUCATIONAL MATERIALS; 2) AUTHORIZING THE ACCEPTANCE OF THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM FUNDS FOR \$15,542 AND THE ESTABLISHMENT OF THE TRASH RATE STABILIZATION FUND APPROPRIATION OF \$15,542 AND CORRESPONDING REVENUE BUDGET FOR THE IMPLEMENTATION OF RECYCLING PROJECTS AND PROGRAMS**

**WHEREAS**, the Beverage Container Recycling City/County Payment Program with the Department of Resources of Recycling and Recovery (CalRecycle) awards funds to eligible California cities and counties specifically for beverage container recycling and litter cleanup activities; and

**WHEREAS**, the goal of the program is to reach and maintain an 80 percent recycling rate for all California Refund Value beverage containers - aluminum, glass, plastic, and bi-metal; and

**WHEREAS**, the City of National City has received funds from this program since Fiscal Year 2005-06; and

**WHEREAS**, for the period of Fiscal Year 2020, the City of National City was awarded a total of \$15, 542 in funds to implement recycling projects and programs; and

**WHEREAS**, City Staff uses these funds to purchase beverage recycling containers for our local community parks, purchase reusable tote bags specifically designed to educate and promote beverage container recycling, and develop public educational flyers and brochures promoting beverage container recycling; and

**WHEREAS**, starting with the Fiscal Year 2015 funding cycle, jurisdictions have a 24 month term to expend funds; and

**WHEREAS**, City Staff is required to spend the funds allocated for Fiscal Year 2020 on the program listed above, and is seeking City Council ratification of those expenditures, approval to establish Trash Rate Stabilization Fund appropriations for Fiscal Year 2020 to allow for future expenditures, and ratification of the establishment of corresponding revenue budgets for Fiscal Year 2020 for the total amount of \$15,542.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby ratify the acceptance of funds for the total amount of \$15,542 awarded to the City of National City from the Beverage Container Recycling City/County Payment Program from the California Department of Resources Recycling and Recovery (“CalRecycle”) for Fiscal Year 2020 to implement recycling projects and programs such as beverage recycling containers in City parks, clean-up activities, and educational materials.

**Resolution No. 2020 –  
Page Two**

**BE IT FURTHER RESOLVED** that the City Council of the City of National City hereby authorizes the acceptance of the Beverage Container Recycling City/County Payment Program funds for \$15,542 and the establishment of the Trash Rate Stabilization Fund appropriation of \$15,542 and corresponding revenue budget for the implementation of recycling projects and programs.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 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 Select Electric, Inc. in the amount of \\$367,994.00 for the Fiber Optic Traffic Signal Interconnect Expansion, Phase II Project, CIP No. 19-08; 2\) authorizing a 15% contingency in the amount of \\$55,199.10 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**

August 4, 2020

**AGENDA ITEM**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) awarding a contract to Select Electric, Inc. in the amount of \$367,994.00 for the Fiber Optic Traffic Signal Interconnect Expansion, Phase II Project, CIP No. 19-08; 2) authorizing a 15% contingency in the amount of \$55,199.10 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

**PREPARED BY:** Jose Lopez, P.E., Deputy City Engineer

**PHONE:** 619-336-4312

**EXPLANATION:**

See attached explanation.

**DEPARTMENT:** Engineering and Public Works

**APPROVED BY:** 

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

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

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

Expenditure Accounts:

296-409-500-598-6045 (Fiber Optic Traffic Signal Interconnect Expansion, Phase II) - \$367,994.00

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

Expenditure Account:

307-409-500-598-6558 (Traffic Signal Upgrades) - \$28,093.10 (portion of Local Match)

296-409-500-598-6045 (Fiber Optic Traffic Signal Interconnect Expansion, Phase II) - \$27,106

**ENVIRONMENTAL**

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(8), approved June 4, 2019.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF**

Adopt Resolution awarding a contract to Select Electric, Inc. in the amount of \$367,994.00 for the Fiber Optic Traffic Signal Interconnect Expansion, Phase II Project, CIP No. 19-08.

**BOARD / COMMISSION**

N/A

**ATTACHMENTS**

1. Explanation w/ Exhibits
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contractor Agreement
5. Resolution



## Explanation

On November 3, 2015, the California Department of Transportation (Caltrans) awarded a \$455,100 Highway Safety Improvement Program (HSIP) grant for the Fiber Optic Traffic Signal Interconnect Expansion, Phase II Project.

On September 13, 2019, Caltrans authorized the City to proceed with the construction phase in the amount of \$455,100. There is a \$30,170 local match requirement, which is available through prior City Council local *TransNet* appropriations for FY 2020 Traffic Signal Upgrades CIP. Staff will satisfy the match requirement by paying for the construction management services.

The project generally consists of installing a fiber optic traffic signal interconnect system along the 8<sup>th</sup> Street, 18<sup>th</sup> Street, Division Street, Euclid Avenue, Mile of Cars Way, Palm Avenue and Plaza Boulevard corridors. There are 29 existing traffic signals located along the seven corridors. Equipment upgrades include a combination of new switches, fiber distribution units, network cables, fiber patch cords, traffic controllers, battery backup systems, conflict monitors, power strips, single mode fiber optic cable, and fiber splice enclosures.

Staff identified this project as a top priority through a needs assessment of traffic signal operations on the City's existing roadway network. This is part of an effort to establish traffic signal communication and upgrade equipment, hardware, and software to provide the capability to implement optimized and coordinated signal timing strategies and improve safety. This project will complete the citywide traffic signal communications system.

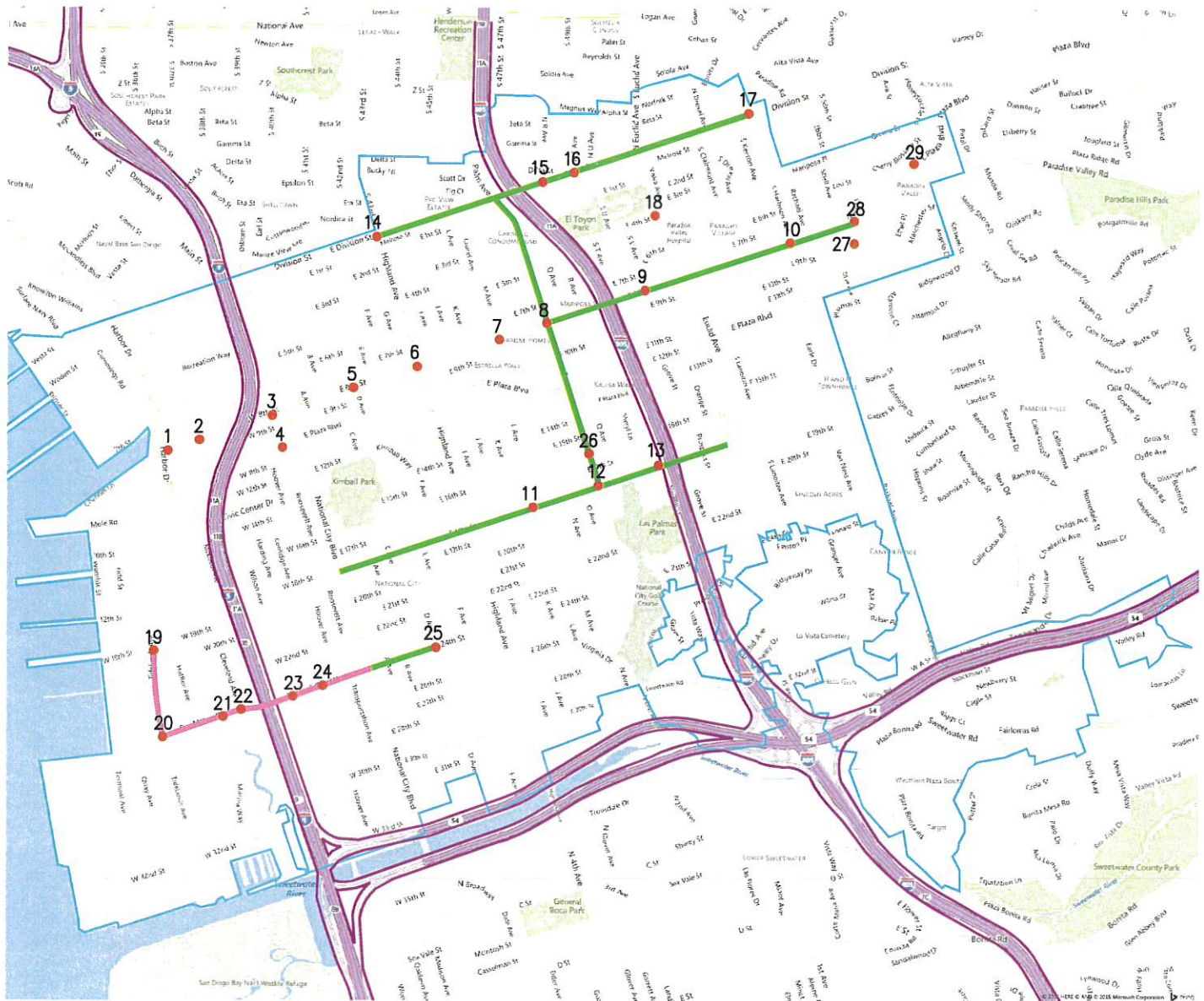
On June 26, 2020, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On June 30, 2020 and July 6, 2020, the bid solicitation was advertised in local newspapers.

On July 21, 2020, eight (8) bids were received by the 2:00 p.m. deadline. Bid results were immediately available for viewing on PlanetBids. Select Electric, Inc. was the apparent lowest bidder with a total bid amount of \$367,994. Upon review of all documents submitted, Select Electric, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to Select Electric, Inc. in the not-to-exceed amount of \$367,994. Staff also recommends authorizing a 15% contingency in the amount of \$55,199.10 to address any unforeseen conditions that may arise. The 15% contingency is funded by two accounts in order to expend the grant funds first (296 Account), and the remaining contingency balance is then paid out of City's local match (307 Account).

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 Spring 2021. Updates will be provided on the City's CIP website at: [nationalcityprojects.com](http://nationalcityprojects.com).



Int. #	Signalized Intersection
1	8th St & Harbor Dr
2	8th St & Transit Center Dwy
3	8th St & Roosevelt Ave
4	Plaza Blvd & Roosevelt Ave
5	8th St & D Ave
6	8th St & Highland Ave
7	8th St & M Ave
8	8th St & Palm Ave
9	8th St & V Ave
10	8th St & S Harbison Ave
11	18th St & L Ave
12	18th St & Palm Ave
13	18th St & Newell St
14	Division Rd & Highland Ave
15	Division Rd & R Ave

Int. #	Signalized Intersection
16	Division Rd & T Ave
17	Division Ave & Harbison Ave
18	Euclid Ave & 4th St
19	W 19th St & Tidelands Ave
20	Bay Marina Dr & Tidelands Ave
21	Bay Marina Dr & Marina Wy
22	Bay Marina Dr & Cleveland Ave
23	Mile of Cars Wy & Wilson Ave
24	Mile of Cars Wy & Hoover Ave
25	Mile of Cars Wy/24th St & D Ave
26	Palm Ave & 16th St
27	Plaza Blvd & Manchester St
28	Plaza Blvd/Paradise Valley Blvd & 8th St
29	Paradise Valley Rd & Plaza Entrada/E Plaza Blvd

**LEGEND**

- PROPOSED WIRELESS
- PROPOSED FIBER IN EXISTING CONDUIT
- CITY BOUNDARY
- CALTRANS RIGHT OF WAY
- CITY SIGNALIZED LOCATION



NOTE: ALL PROPOSED WORK IS WITHIN CITY RIGHT OF WAY. PROPOSED COMMUNICATIONS NETWORK TIES INTO EXISTING NETWORK.

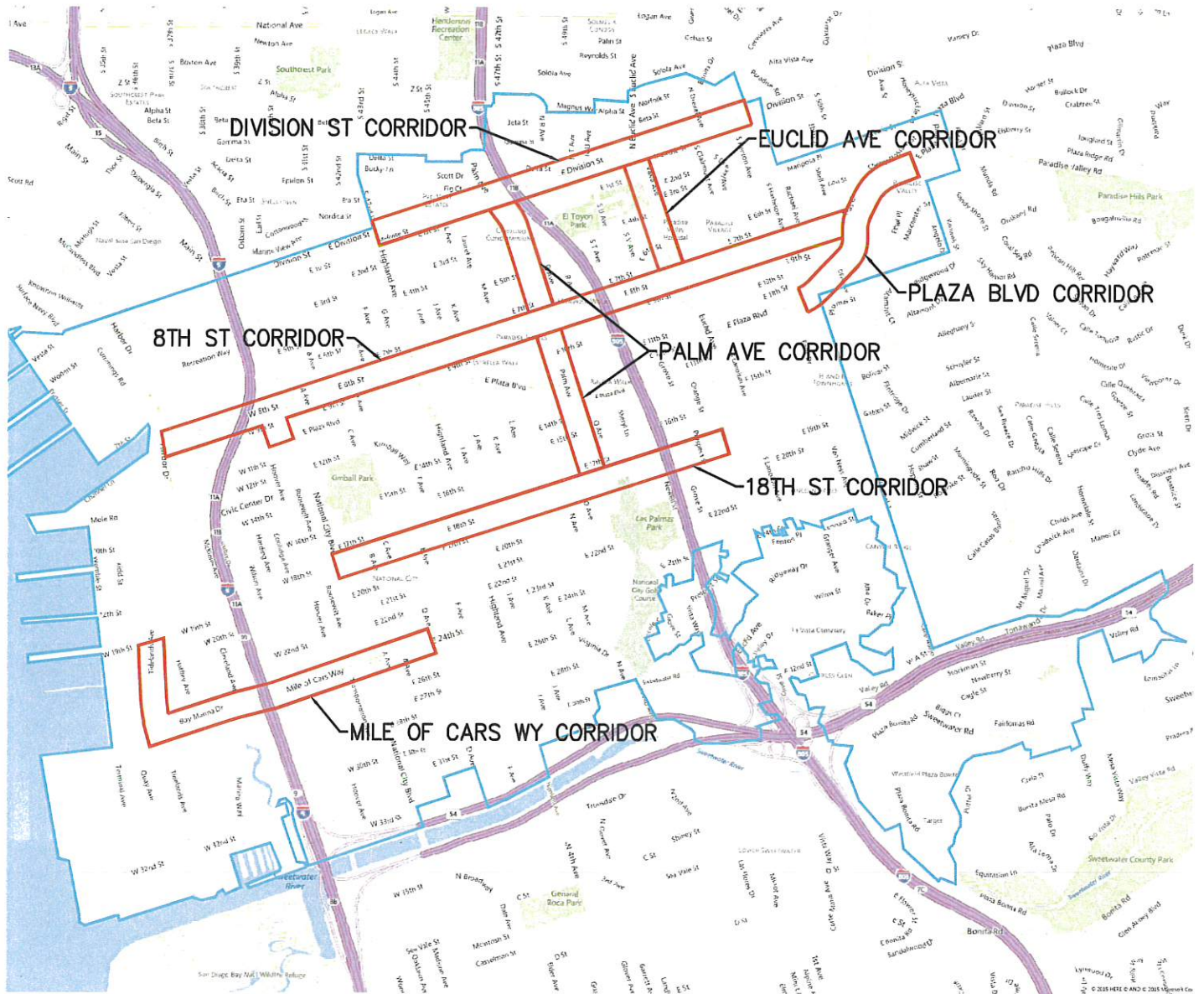


**PROPOSED CONDITIONS**

CITY OF NATIONAL CITY  
 S3: IMPROVE SIGNAL TIMING (COORDINATION, PHASES, RED, YELLOW, OR OPERATION)  
 2015 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

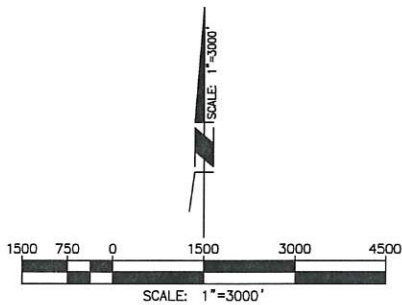
**ATTACHMENT**

# LOCATION MAP

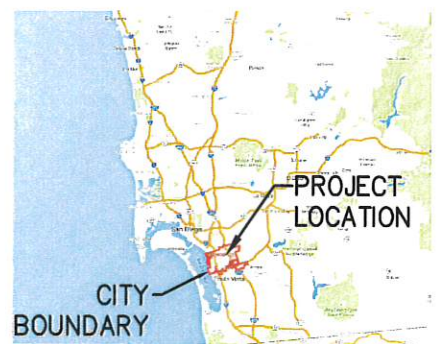


## LEGEND

- CORRIDOR LIMITS
- CITY BOUNDARY



## VICINITY MAP



## VICINITY/LOCATION MAP

CITY OF NATIONAL CITY

S3: IMPROVE SIGNAL TIMING (COORDINATION, PHASES, RED, YELLOW, OR OPERATION)  
2015 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

## ATTACHMENT

2



## BID OPENING RESULTS

**NAME:** Fiber Optic Traffic Signal Interconnect Expansion, Phase 2  
**CIP NO:** 19-08  
**DATE:** Tuesday, July 21, 2020  
**TIME:** 2:00 P.M.  
**ESTIMATE:** \$390,000  
**PROJECT ENGINEER:** Jose Lopez P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1.	Select Electric, Inc. 2790 Business Park Drive Vista, CA 92081	\$367,994.00	Bond
2.	HMS Construction, Inc. 2885 Scott Street Vista, CA 92081	\$375,000.00	Bond
3.	Baker Electric 1298 Pacific Oaks Place Escondido, CA 92029	\$379,027.00	Bond
4.	Crosstown Electrical & Data, Inc. 5463 Diaz St. Irwindale, CA 91706	\$399,510.00	Bond
5.	Blue Pacific Engineering & Construction 7330 Opportunity Road, Suite A San Diego, CA 92111	\$422,010.00	Bond
6.	Elecnor Belco Electric, Inc. 14320 Albers Way Chino, CA 91710	\$428,704.00	Bond
7.	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, CA 92126	\$429,954.00	Bond
8.	Econolite Systems 1250 N Tustin Ave Anaheim, CA 92807	\$561,276.02	Bond

**Bid Results for Project Fiber Optic Traffic Signal Interconnect Expansion, Phase 2 (CIP No. 19-08)**

Item No.	Description	Unit	Qty.	Select Electric, Inc.		HMS Construction, Inc.		Baker Electric	
				Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
1	Mobilization	LS	1	\$18,372.00	\$18,372.00	\$2,500.00	\$2,500.00	\$29,600.00	\$29,600.00
2	Traffic Control	LS	1	\$3,500.00	\$3,500.00	\$18,000.00	\$18,000.00	\$8,750.00	\$8,750.00
3	Fiber Testing and Documentation	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$7,260.00	\$7,260.00
4	Acceptance Testing and Integration	LS	1	\$2,500.00	\$2,500.00	\$7,300.00	\$7,300.00	\$7,200.00	\$7,200.00
5	Remove Existing Components Per Plan	LS	1	\$2,259.00	\$2,259.00	\$12,500.00	\$12,500.00	\$7,000.00	\$7,000.00
6	Furnish and Install McCain 2070 ATC Controller with Omni Program (or approved equal)	EA	23	\$5,628.00	\$129,444.00	\$5,500.00	\$126,500.00	\$4,900.00	\$112,700.00
7	Furnish and Install Dymec (or approved equal) Layer 2 Ethernet Switch with 2-Dual Fiber/Transceiver Ports. Include Necessary Patch Cords	EA	21	\$1,265.00	\$26,565.00	\$1,500.00	\$31,500.00	\$1,370.00	\$28,770.00
8	Furnish and Install EDI ECLip (or approved equal) Conflict Monitor Unit with Ethernet Capability	EA	20	\$1,432.00	\$28,640.00	\$1,100.00	\$22,000.00	\$1,020.00	\$20,400.00
9	Furnish and Install Digital Loggers, Inc. Din Relay 4 (or approved equal) Power Cycle Relay Switch with Power Supply	EA	24	\$363.00	\$8,712.00	\$295.00	\$7,080.00	\$314.00	\$7,536.00
10	Remove and Salvage Existing Type 1 PDA. Furnish and Install New Type 2 PDA for 332 Cabinet	EA	4	\$1,383.00	\$5,532.00	\$1,260.00	\$5,040.00	\$1,146.00	\$4,584.00
11	Furnish and Install Avigilon 2.0C-H4PTZ-DP30 H4 (or approved equal) CCTV Camera with Mounting, Cabling and PoE Injector	EA	5	\$4,194.00	\$20,970.00	\$6,150.00	\$30,750.00	\$4,797.00	\$23,985.00
12	Furnish and Install Encom (or approved equal) Single Wireless Ethernet Radio and Associated Cable	EA	11	\$3,573.00	\$39,303.00	\$3,400.00	\$37,400.00	\$4,414.00	\$48,554.00

Item No.	Description	Unit	Qty.	Select Electric, Inc.		HMS Construction, Inc.		Baker Electric	
				Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
13	Furnish and Install Encom (or approved equal) Dual Wireless Ethernet Radio and Associated Cable	EA	4	\$4,746.00	\$18,984.00	\$4,250.00	\$17,000.00	\$5,430.00	\$21,720.00
14	Furnish and Install New Oversized #6T Pull Box with Extension	EA	1	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$1,551.00	\$1,551.00
15	Furnish and Install Corning (or approved equal) Fiber Distribution Unit with 1U Rack Mount and 1 Splice Cassette with 12 Ports, Jumpers, and Cabinet Termination Equipment	EA	6	\$1,783.00	\$10,698.00	\$650.00	\$3,900.00	\$1,190.00	\$7,140.00
16	Furnish and Install Corning (or approved equal) Fiber Optic Splice Tray and 6 Port Splice Cassette in Existing Fiber Distribution Unit. Terminate Existing 12 Strand SMFOC	LS	1	\$1,453.00	\$1,453.00	\$1,000.00	\$1,000.00	\$1,190.00	\$1,190.00
17	Furnish and Install New 72 Strand Splice Closure	EA	3	\$970.00	\$2,910.00	\$750.00	\$2,250.00	\$1,220.00	\$3,660.00
18	Furnish and Install 72 Strand SMFOC (Trunk Cable)	LF	6200	\$1.49	\$9,238.00	\$2.00	\$12,400.00	\$2.00	\$12,400.00
19	Furnish and Install 12 Strand SMFOC (Break-Out Cable)	LF	4200	\$3.00	\$12,600.00	\$1.20	\$5,040.00	\$3.00	\$12,600.00
20	Furnish and Install Tracer Wire and Mule Tape	LF	9000	\$1.46	\$13,140.00	\$1.00	\$9,000.00	\$1.20	\$10,800.00
21	Field Splices	LS	1	\$5,674.00	\$5,674.00	\$7,540.00	\$7,540.00	\$1,627.00	\$1,627.00
				<b>Total</b>	<b>\$367,994.00</b>		<b>\$375,000.00</b>		<b>\$379,027.00</b>

## OWNER - CONTRACTOR AGREEMENT

FIBER OPTIC TRAFFIC SIGNAL INTERCONNECT EXPANSION, PHASE 2, CIP NO. 19-08

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and *(Contractor's Name)* ("Contractor"), *(Contractor's address)* on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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:

\_\_\_\_\_  
Mayor, City of National City

Attest:

\_\_\_\_\_  
City Clerk, City of National City

Contractor:

\_\_\_\_\_  
(Owner/Officer signature)

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
(Second officer signature if a corporation)

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Contractor's City Business License No.

\_\_\_\_\_  
State Contractor's License No. and Class

\_\_\_\_\_  
Business street address

\_\_\_\_\_  
City, State and Zip Code

DRAFT

## 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)*

**DRAFT**

**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.

**DRAFT**  
Corporate Seal \_\_\_\_\_

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

\_\_\_\_\_

\_\_\_\_\_ (Notary Seal)

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

Signature: \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

**PERFORMANCE BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. \_\_\_\_\_, passed the \_\_\_\_ day of \_\_\_\_\_, 2020 has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", the

FIBER OPTIC TRAFFIC SIGNAL INTERCONNECT EXPANSION, PHASE 2, CIP NO. 19-08

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 \_\_\_\_\_ as surety, are held and firmly bound unto the City Council of the City of National City, hereinafter called the "Council", in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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



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

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

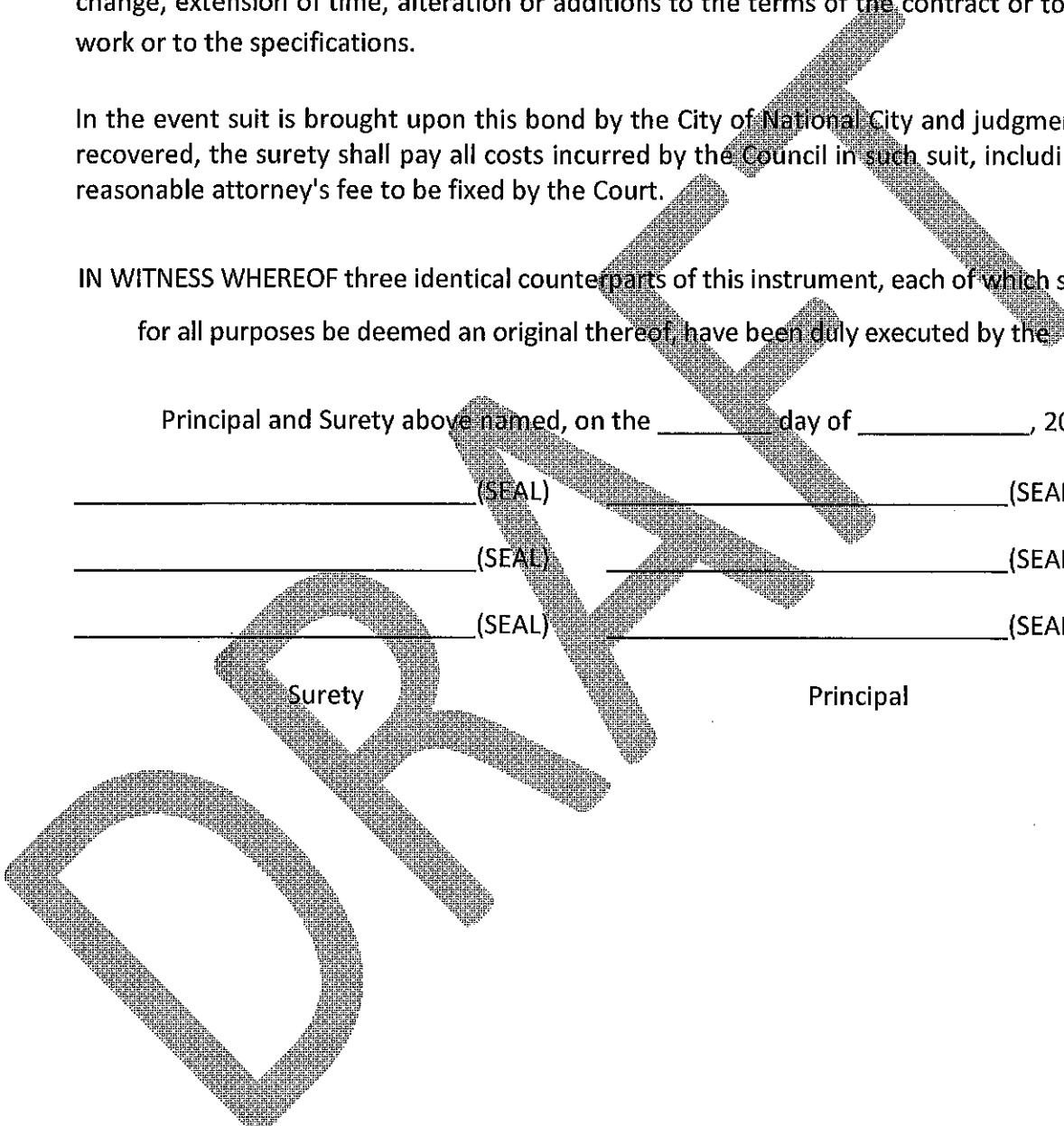
IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_(SEAL)\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)\_\_\_\_\_(SEAL)

Surety

Principal



PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

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

Signature: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Notary Public in and for said County and State

My Commission expires: \_\_\_\_\_

**PAYMENT BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. \_\_\_\_\_, passed the \_\_\_\_ day of \_\_\_\_\_, 2019 has awarded \_\_\_\_\_, hereinafter designated as the "Principal",  
the FIBER OPTIC TRAFFIC SIGNAL INTERCONNECT EXPANSION, PHASE 2, CIP NO. 19-08.

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 \_\_\_\_\_ as surety, are held and firmly bound unto the City Council of the City of National City, hereinafter called the "Council", in the penal sum of \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
Surety	Principal

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_ )

) ss

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

On this day \_\_\_\_\_ of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

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

Signature: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

(Notary Public in and for said County and State)

My Commission expires: \_\_\_\_\_

*ATTACH ALL BONDS*

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO SELECT ELECTRIC, INC. IN THE AMOUNT OF \$367,994.00 FOR THE FIBER OPTIC TRAFFIC SIGNAL INTERCONNECT EXPANSION, PHASE II PROJECT, CIP NO. 19-08; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$55,199.10 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT**

**WHEREAS**, on November 3, 2015, the California Department of Transportation (“Caltrans”) awarded a \$455,100 Highway Safety Improvement Program (“HSIP”) grant for the Fiber Optic Traffic Signal Interconnect Expansion, Phase II Project; and

**WHEREAS**, on September 13, 2019, Caltrans authorized the City of National City (“City”) to proceed with the construction phase in the amount of \$455,100 with a \$30,170 local match requirement, that is available through prior City Council local *TransNet* appropriations for FY 2020 Traffic Signal Upgrades CIP; and

**WHEREAS**, City Staff will satisfy the match requirement by paying for the construction management services; and

**WHEREAS**, the project generally consists of installing a fiber optic traffic signal interconnect system along the 8<sup>th</sup> Street, 18<sup>th</sup> Street, Division Street, Euclid Avenue, Mile of Cars Way, Palm Avenue and Plaza Boulevard corridors; and

**WHEREAS**, Equipment upgrades include a combination of new switches, fiber distribution units, network cables, fiber patch cords, traffic controllers, battery backup systems, conflict monitors, power strips, single mode fiber optic cable, and fiber splice enclosures; and

**WHEREAS**, on June 26, 2020, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors and on June 30, 2020 and July 6, 2020, the bid solicitation was advertised in local newspapers; and

**WHEREAS**, on July 21, 2020, eight (8) bids were received electronically by the Engineering Department for the Fiber Optic Traffic Signal Interconnect Expansion, Phase II Project, CIP No. 19-08; and

**WHEREAS**, Select Electric, Inc. was the apparent lowest bidder with a total bid amount of \$367,994; and

**WHEREAS**, a 15% contingency amount of \$55,199.10 for any unforeseen changes to the Project is recommended by City Staff.

**Resolution No. 2020 –  
Page Two**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby awards the contract for the Fiber Optic Traffic Signal Interconnect Expansion, Phase II Project, CIP No. 19-08, to the lowest responsive, responsible bidder, to wit:

**SELECT ELECTRIC, INC**

**BE IT FURTHER RESOLVED** by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the not-to-exceed amount of \$367,994 with Select Electric Inc. for the Pedestrian ADA Improvements Project. Said contract is on file in the office of the City Clerk.

**BE IT FURTHER RESOLVED** that the City Council of the City of National City authorizes a 15% contingency in the amount of \$55,199 for any unforeseen changes, which will be funded by two accounts, first from the grant funds in the amount of \$27,106, and the remaining sum of the contingency shall be paid from the City’s local match fund in the amount of \$28,093.10.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 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 HMS Construction, Inc. in the amount of \\$215,000 for the Pedestrian ADA Improvements Project, CIP No. 19-09; 2\) authorizing a 15% contingency in the amount of \\$32,250 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**

August 4, 2020

**AGENDA ITEM**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) awarding a contract to HMS Construction, Inc. in the amount of \$215,000 for the Pedestrian ADA Improvements Project, CIP No. 19-09; 2) authorizing a 15% contingency in the amount of \$32,250 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

**PREPARED BY:** Jose Lopez, P.E., Deputy City Engineer

**PHONE:** 619-336-4312

**DEPARTMENT:** Engineering and Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation.

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

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

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

Expenditure Accounts:

296-409-500-598-6046 (Pedestrian ADA Improvements) - \$215,000

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

Expenditure Account:

296-409-500-598-6046 (Pedestrian ADA Improvements) – \$28,200

307-409-500-598-6558 (Traffic Signal Upgrades) - \$4,050 (portion of Local Match)

**ENVIRONMENTAL**

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(8), approved June 4, 2019.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF**

Adopt Resolution awarding a contract to HMS Construction, Inc. in the amount of \$215,000 for the Pedestrian ADA Improvements Project, CIP No. 19-09.

**BOARD / COMMISSION**

N/A

**ATTACHMENTS**

1. Explanation w/ Exhibits
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contractor Agreement
5. Resolution

## Explanation

On November 3, 2015, the California Department of Transportation (Caltrans) awarded a \$243,200 Highway Safety Improvement Program (HSIP) grant for the Pedestrian ADA Improvements Project.

On September 13, 2019, Caltrans authorized the City to proceed with the construction phase in the amount of \$243,200. There is a \$39,324 local match requirement, which is available through prior City Council local *TransNet* appropriations for FY 2020 Traffic Signal Upgrades CIP. Staff will satisfy the match requirement by paying for the construction management services.

Staff inventoried and analyzed crash data throughout the City's roadway network and compiled a list of priority signalized intersections with an elevated number of pedestrian and bicycle related collisions. A safety evaluation was performed for the intersections including field observations, identification of potentially hazardous characteristics, and potential improvements that would result in safer operations. Using this systemic approach, eight intersections were selected as a priority to improve:

- 1) National City Blvd and 30th St
- 2) E. Plaza Blvd and "N" Ave
- 3) E. Plaza Blvd and Harbison Ave
- 4) Euclid Ave and E. 16th St
- 5) Euclid Ave and E. 18th St
- 6) E. 30th St and "L" Ave
- 7) Sweetwater Rd and Prospect St
- 8) Sweetwater Rd and Ring Rd.

The project includes the installation of crosswalk striping and Americans with Disabilities Act (ADA) enhancements at the eight intersections referenced above.

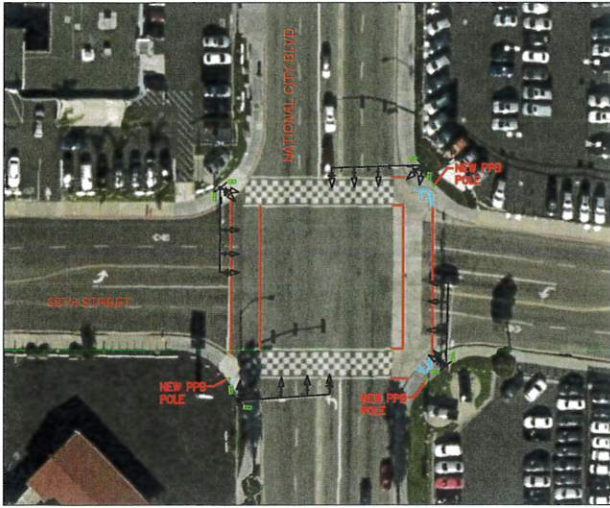
On June 26, 2020, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On June 30, 2020 and July 6, 2020, the bid solicitation was advertised in local newspapers.

On July 21, 2020, four (4) bids were received by the 1:00 p.m. deadline. Bid results were immediately available for viewing on PlanetBids. HMS Construction, Inc. was the apparent lowest bidder with a total bid amount of \$215,000. Upon review of all documents submitted, HMS Construction, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to HMS Construction, Inc. in the not-to-exceed amount of \$215,000. Staff also recommends authorizing a 15% contingency in the amount of \$32,250 to address any unforeseen conditions that may arise. The 15% contingency is funded by two accounts in order to expend the grant funds first (296

Account), and the remaining contingency balance is then paid out of City's local match (307 Account).

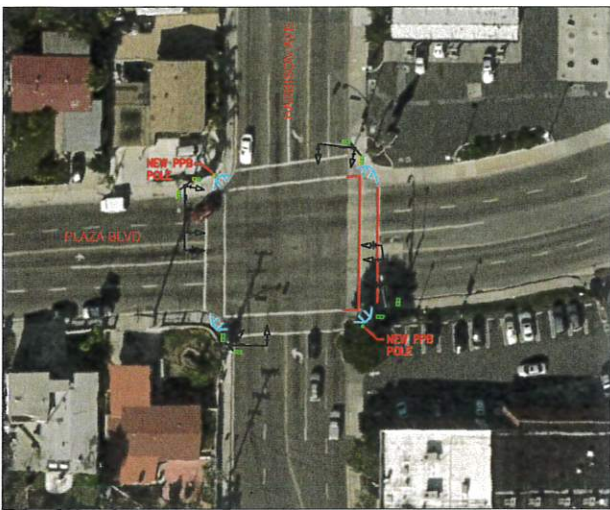
Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement. Construction is estimated to be completed by Spring 2021. Updates will be provided on the City's CIP website at: [nationalcityprojects.com](http://nationalcityprojects.com).



NATIONAL CITY BLVD & 30TH ST



PLAZA BLVD & N AVE



PLAZA BLVD & HARBISON AVE



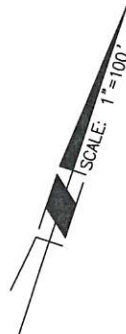
EUCLID AVE & 16TH ST



EUCLID AVE & 18TH ST



30TH ST & L AVE

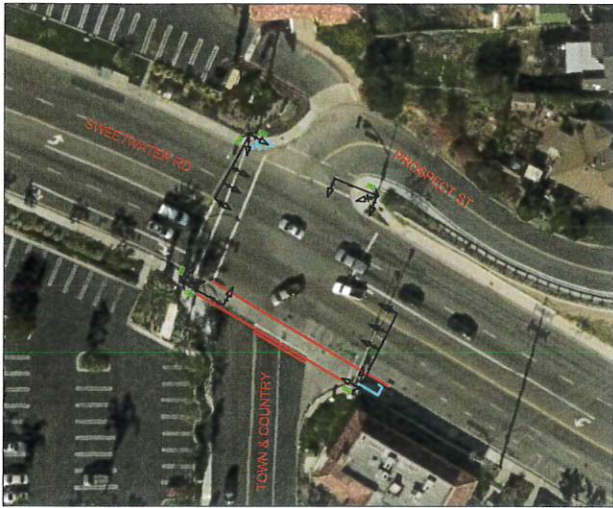


**PROPOSED CONDITIONS**

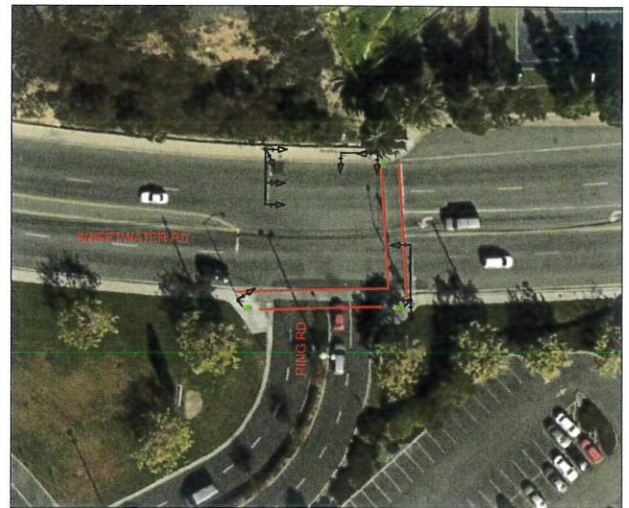
CITY OF NATIONAL CITY  
 S20: INSTALL PEDESTRIAN CROSSING (S.I.)  
 2015 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

**ATTACHMENT**

3-3

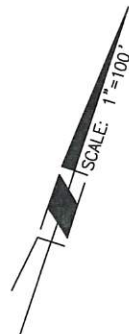


SWEETWATER RD & PROSPECT ST



SWEETWATER RD & RING RD

Intersection	Install Striping (ft)	ADA Complaint Curb Ramps	Countdown Pedestrian Head	ADA Compliant 2" Push Button	Pedestrian Push Button Pole
National City Blvd & 30th St	700	2	4	4	3
Plaza Blvd & N Ave	100	4	8	7	4
Plaza Blvd & Harbison Ave	150	4	8	8	2
Euclid Ave & 16th St	500	0	8	7	3
Euclid Ave & 18th St	500	0	8	8	3
30th St & L Ave	500	2	8	5	0
Sweetwater Rd & Prospect St	250	2	6	0	0
Sweetwater Rd & Ring Rd	300	0	4	0	0
<b>GRAND TOTAL</b>	<b>3000</b>	<b>14</b>	<b>54</b>	<b>39</b>	<b>15</b>



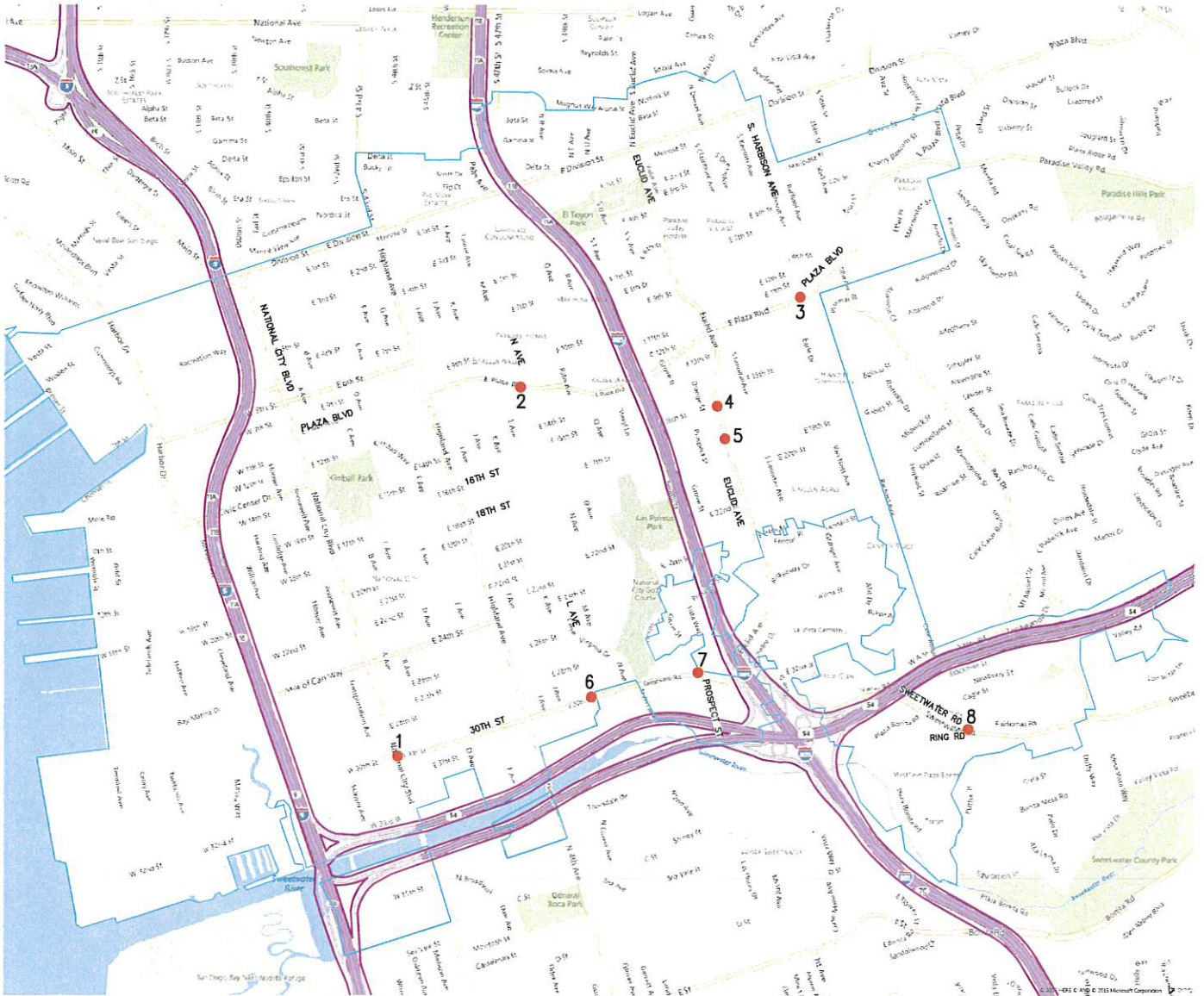
## PROPOSED CONDITIONS

CITY OF NATIONAL CITY  
 S20: INSTALL PEDESTRIAN CROSSING (S.I.)  
 2015 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

## ATTACHMENT

3-4

# LOCATION MAP



## LEGEND

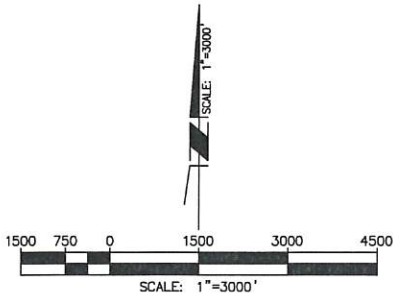
- PROJECT SIGNALIZED LOCATION
- CITY BOUNDARY
- CALTRANS RIGHT OF WAY

## VICINITY MAP



Int. #	Signalized Intersection
1	National City Blvd & 30th St
2	Plaza Blvd & N Ave
3	Plaza Blvd & Harbison Ave
4	Euclid Ave & 16th St
5	Euclid Ave & 18th St
6	30th St & L Ave
7	Sweetwater Rd & Prospect St
8	Sweetwater Rd & Ring Rd

\*NOTE: ALL PROPOSED WORK IS WITHIN CITY RIGHT OF WAY



## VICINITY/LOCATION MAP

CITY OF NATIONAL CITY  
 S20: INSTALL PEDESTRIAN CROSSING (S.I.)  
 2015 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

## ATTACHMENT



## BID OPENING RESULTS

**NAME:** Pedestrian ADA Improvements Project  
**CIP NO:** 19-09  
**DATE:** Tuesday, July 21, 2020  
**TIME:** 1:00 P.M.  
**ESTIMATE:** \$250,000  
**PROJECT ENGINEER:** Jose Lopez P.E.

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1.	HMS Construction, Inc. 2885 Scott Street Vista , CA 92081	<b>\$215,000.00</b>	Bond
2.	Perry Electric 10765 woodside ave santee, CA 92071	<b>\$278,400.00</b>	Bond
3.	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, CA 92126	<b>\$291,910.00</b>	Bond
4.	Blue Pacific Engineering & Construction 7330 Opportunity Road, Suite A San Diego, CA 92111	<b>\$295,180.00</b>	Bond

**Bid Results for Project Pedestrian ADA Improvements (CIP No. 19-09)**

Item No.	Description	Unit	Qty.	HMS Construction, Inc.		Perry Electric		Tri Group Construction	
				Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
1	Mobilization	LS	1	\$2,430.00	\$2,430.00	\$5,000.00	\$5,000.00	\$8,300.00	\$8,300.00
2	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$38,250.00	\$38,250.00
3	Signing and Striping	LS	1	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00	\$14,500.00	\$14,500.00
4	Unclassified Excavation	LS	1	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
5	Remove Existing Traffic Signal Equipment	LS	1	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
	Remove and Salvage Existing Traffic Signal Pole.								
6	Break Down Foundation 3' Below Grade.	LS	1	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
7	Remove Existing Striping or Pavement Markings per City Standards	LS	1	\$4,300.00	\$4,300.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
8	Traffic Signal Wiring per Plan	LS	1	\$3,500.00	\$3,500.00	\$18,000.00	\$18,000.00	\$20,500.00	\$20,500.00
9	Furnish and Install 2" PVC Conduit	LF	35	\$34.00	\$1,190.00	\$150.00	\$5,250.00	\$70.00	\$2,450.00
10	Furnish and Install 1" PVC Conduit	LF	135	\$34.00	\$4,590.00	\$75.00	\$10,125.00	\$70.00	\$9,450.00
	Furnish and Install EVP Detector Assembly and EVP Detector Cards	EA	6	\$2,500.00	\$15,000.00	\$2,200.00	\$13,200.00	\$2,600.00	\$15,600.00
12	Furnish and Install Loop Detector	EA	47	\$300.00	\$14,100.00	\$475.00	\$22,325.00	\$675.00	\$31,725.00
	Furnish and Install Pedestrian Push Button Pole. Install foundation complete per Caltrans ES-7A								
13	Detail B	EA	13	\$1,350.00	\$17,550.00	\$1,850.00	\$24,050.00	\$975.00	\$12,675.00
	Furnish and Install LED Countdown Timer								
14	Pedestrian Head	EA	55	\$490.00	\$26,950.00	\$450.00	\$24,750.00	\$500.00	\$27,500.00
	Furnish and Install ADA-Compliant 2" Pedestrian Push Buttons	EA	32	\$420.00	\$13,440.00	\$600.00	\$19,200.00	\$530.00	\$16,960.00
	Furnish and Install 26-4-100 Pole and associated equipment. Install Foundation Complete.	EA	1	\$38,400.00	\$38,400.00	\$29,000.00	\$29,000.00	\$30,000.00	\$30,000.00
17	Furnish and Install #5 Pull Box	EA	1	\$850.00	\$850.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
18	Construct Curb Ramp	EA	8	\$4,800.00	\$38,400.00	\$7,000.00	\$56,000.00	\$5,000.00	\$40,000.00
19	Construct 4" PCC Sidewalk per SDRSD G-7	SF	300	\$12.00	\$3,600.00	\$15.00	\$4,500.00	\$20.00	\$6,000.00
	<b>Total</b>				<b>\$215,000.00</b>		<b>\$278,400.00</b>		<b>\$291,910.00</b>



## OWNER - CONTRACTOR AGREEMENT

### PEDESTRIAN ADA IMPROVEMENTS, CIP NO. 19-09

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and (*Contractor's Name*) ("*Contractor*"), (*Contractor's address*) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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:

\_\_\_\_\_  
Mayor, City of National City

Attest:

\_\_\_\_\_  
City Clerk, City of National City

Contractor:

\_\_\_\_\_  
(Owner/Officer signature)

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
(Second officer signature if a corporation)

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Contractor's City Business License No.

\_\_\_\_\_  
State Contractor's License No. and Class

\_\_\_\_\_  
Business street address

\_\_\_\_\_  
City, State and Zip Code

DRAFT

**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)*

**DRAFT**

**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.

**DRAFT**

Corporate Seal: \_\_\_\_\_

**PARTNERSHIP CERTIFICATE**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

\_\_\_\_\_

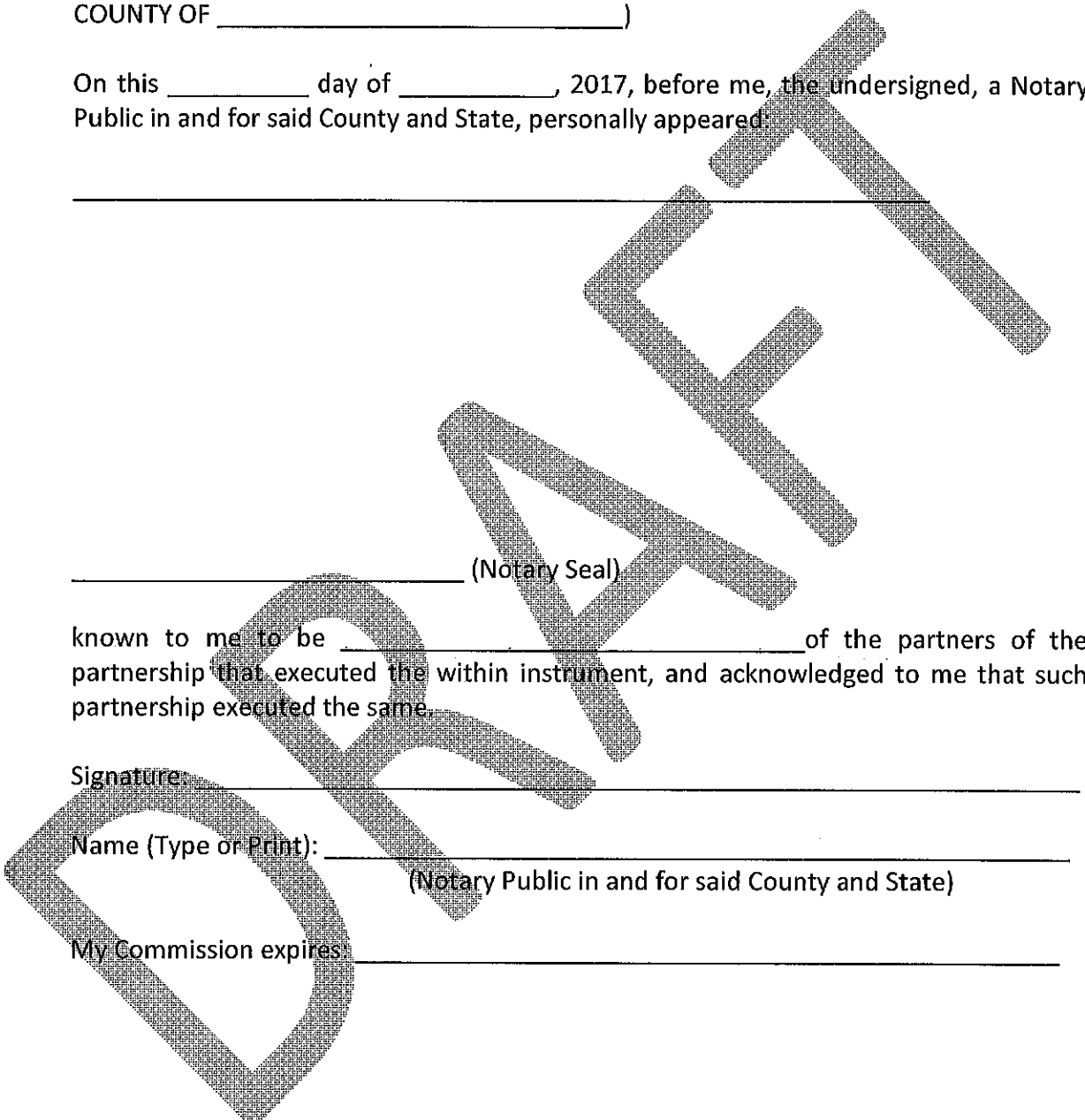
\_\_\_\_\_  
(Notary Seal)

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

Signature: \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_





**PERFORMANCE BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. \_\_\_\_\_, passed the \_\_\_\_ day of \_\_\_\_\_, 2019 has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", the  
PEDESTRIAN ADA IMPROVEMENTS, CIP NO. 19-09

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 \_\_\_\_\_ as surety, are held and firmly bound unto the City Council of the City of National City, hereinafter called the "Council", in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

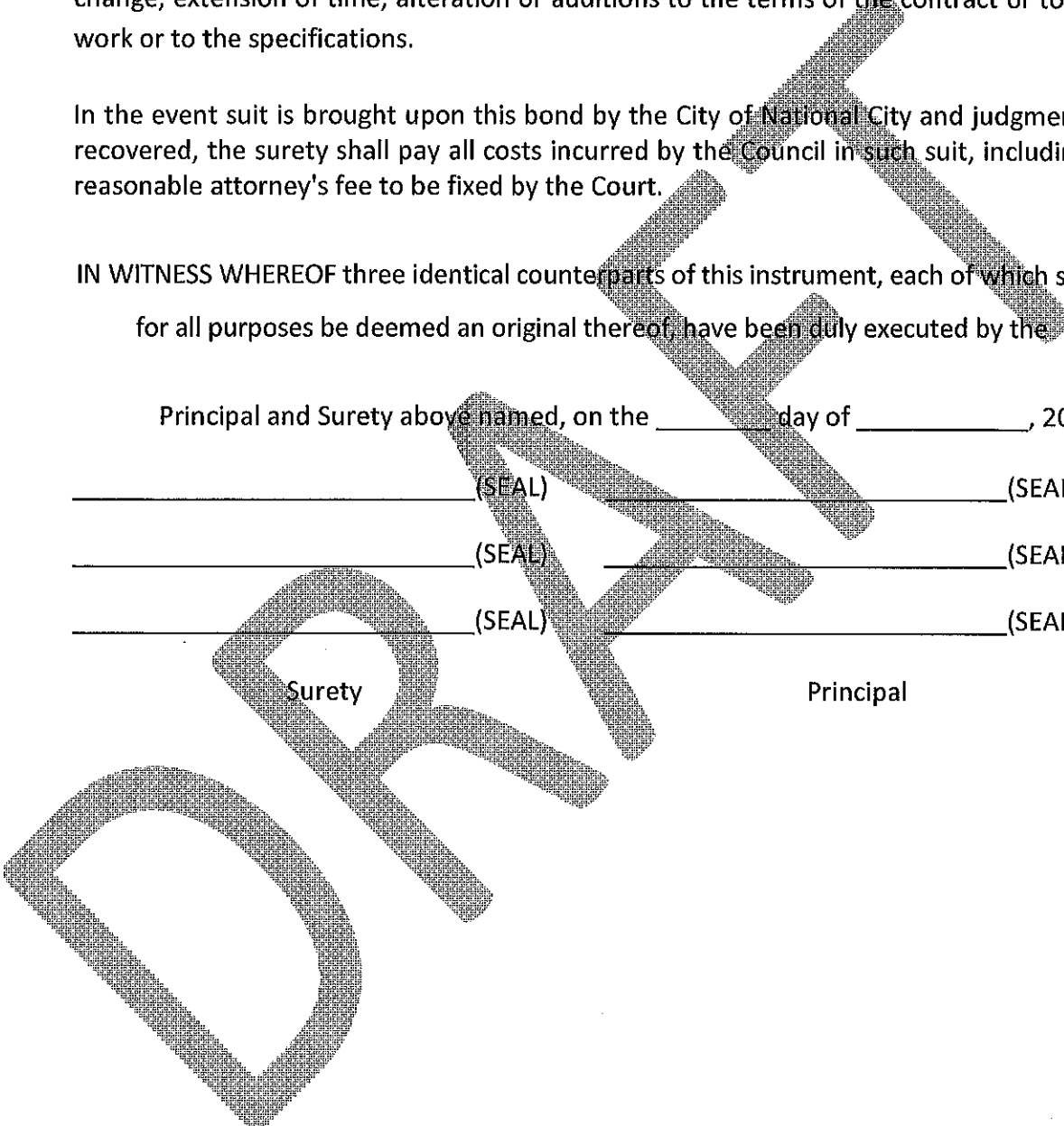
IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

Surety

Principal



PERFORMANCE BOND

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

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

Signature: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Notary Public in and for said County and State

My Commission expires: \_\_\_\_\_

**PAYMENT BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. \_\_\_\_\_, passed the \_\_\_\_ day of \_\_\_\_\_, 2019 has awarded \_\_\_\_\_, hereinafter designated as the "Principal",  
the PEDESTRIAN ADA IMPROVEMENTS, CIP NO. 19-09.

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 \_\_\_\_\_ as surety, are held and firmly bound unto the City Council of the City of National City, hereinafter called the "Council", in the penal sum of \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
Surety	Principal

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_ )

) ss

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

On this day \_\_\_\_\_ of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

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

Signature: \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

*ATTACH ALL BONDS*

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1)  
AWARDING A CONTRACT TO HMS CONSTRUCTION, INC. IN THE AMOUNT OF  
\$215,000 FOR THE PEDESTRIAN ADA IMPROVEMENTS PROJECT, CIP NO. 19-09;  
2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$32,250 FOR ANY  
UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO  
EXECUTE THE CONTRACT**

**WHEREAS**, on November 3, 2015, the California Department of Transportation (“Caltrans”) awarded a \$243,200 Highway Safety Improvement Program (“HSIP”) grant for the Pedestrian ADA Improvements Project; and

**WHEREAS**, on September 13, 2019, Caltrans authorized the City of National City (“City”) to proceed with the construction phase in the amount of \$243,200 with a \$39,324 local match requirement, that is available through prior City Council local *TransNet* appropriations for FY 2020 Traffic Signal Upgrades CIP; and

**WHEREAS**, City Staff will satisfy the match requirement by paying for the construction management services; and

**WHEREAS**, City Staff inventoried and analyzed crash data throughout the City’s roadway network and compiled a list of priority signalized intersections with an elevated number of pedestrian and bicycle related collisions; and

**WHEREAS**, a safety evaluation was performed for the intersections including field observations, identification of potentially hazardous characteristics, and potential improvements that would result in safer operations; and

**WHEREAS**, eight (8) intersections were selected as a priority to improve, which are:

- 1) National City Boulevard and 30th Street
- 2) East Plaza Boulevard and “N” Avenue
- 3) East Plaza Boulevard and Harbison Avenue
- 4) Euclid Avenue and East 16th Street
- 5) Euclid Avenue and East 18th Street
- 6) East 30th Street and “L” Avenue
- 7) Sweetwater Road and Prospect Street
- 8) Sweetwater Road and Ring Road

**WHEREAS**, the project includes the installation of crosswalk striping and Americans with Disabilities Act (ADA) enhancements at the eight (8) intersections referenced above; and

**WHEREAS**, on June 26, 2020, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors and on June 30, 2020 and July 6, 2020, the bid solicitation was advertised in local newspapers; and

**WHEREAS**, on July 21, 2020, four (4) bids were received electronically by the Engineering Department for the Pedestrian ADA Improvements Project, CIP No. 19-09; and

**WHEREAS**, HMS Construction, Inc. was the apparent lowest bidder with a total bid amount of \$215,000; and

**WHEREAS**, a 15% contingency amount of \$32,250 for any unforeseen changes to the Project is recommended by City Staff.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby awards the contract for the Pedestrian ADA Improvements Project, CIP No. 19-09, to the lowest responsive, responsible bidder, to wit:

**HMS CONSTRUCTION, INC.**

**BE IT FURTHER RESOLVED** by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the not-to-exceed amount of \$215,000 with HMS Construction Inc. for the Pedestrian ADA Improvements 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 \$32,250 for any unforeseen changes, which will be funded by two accounts, first from the grant funds in the amount of \$28,200, and the remaining sum of the contingency shall be paid from the City’s local match fund in the amount of \$4,050.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 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 ratifying the establishment of an Engineering Grants Fund appropriation of \\$900,000 and corresponding revenue for the design and entitlement costs of the Bayshore Bikeway Segment Five project funded by the Port of San Diego. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City ratifying the establishment of an Engineering Grants Fund appropriation of \$900,000 and corresponding revenue for the design and entitlement costs of the Bayshore Bikeway Segment Five project funded by the Port of San Diego.

**PREPARED BY:** Luca Zappiello, Assistant Engineer - Civil

**PHONE:** 619-336-4360

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Revenue Account: 296-06610-3470 (Engineering Grants – Bayshore Bikeway) - \$900,000

Expenditure Account: 296-409-500-598-6610 (Engineering Grants – Bayshore Bikeway) - \$900,000

**APPROVED:**  Finance

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

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution ratifying the establishment of an Engineering Grants Fund appropriation of \$900,000 and corresponding revenue for the design and entitlement costs of the Bayshore Bikeway Segment Five project funded by the Port of San Diego.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

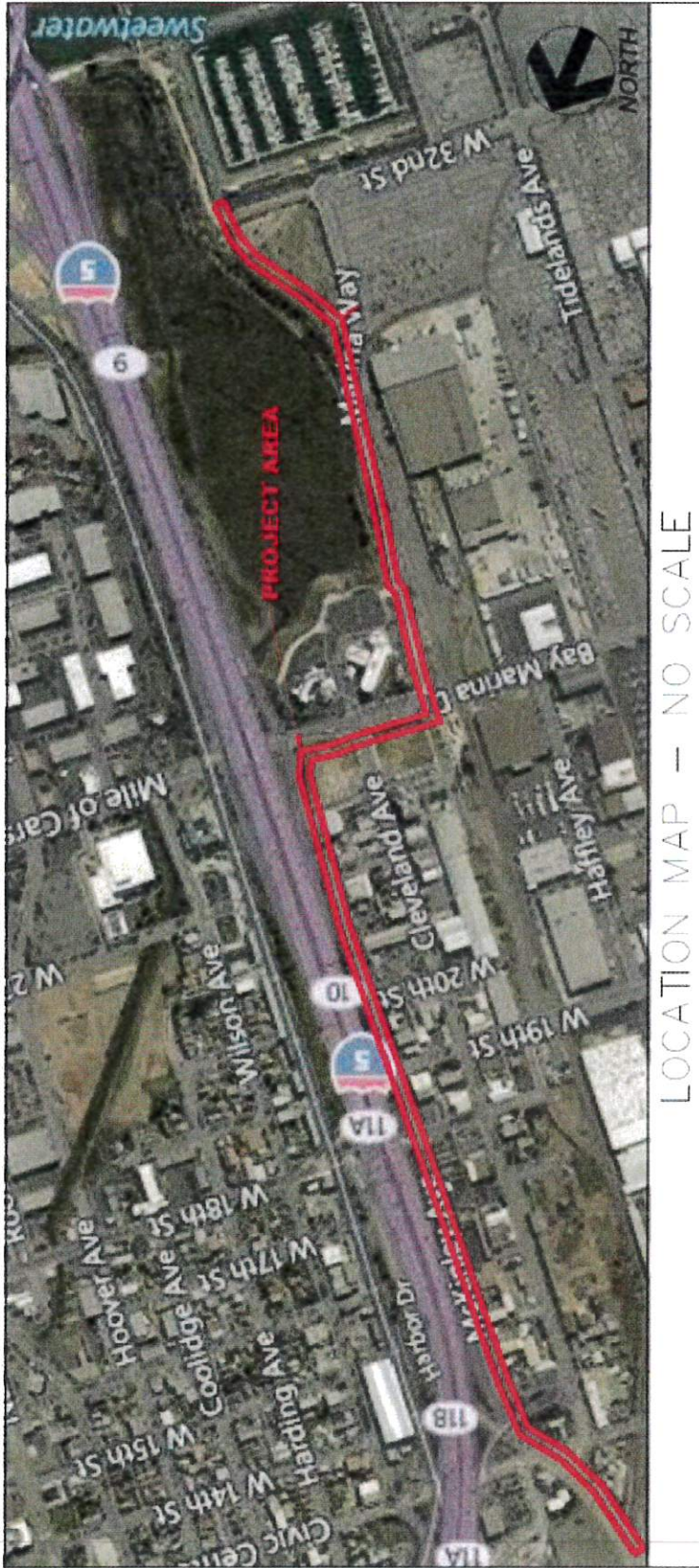
1. Explanation w/ Exhibit
2. Resolution 2019-155
3. Resolution

## **EXPLANATION**

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Bayshore Bikeway – Segment 5 Project. The project will provide nearly 1.5 miles of protected bicycle facilities along McKinley Avenue and Marina Way in the City of National City (City) (see attached exhibit). Staff requested \$5,421,000 in Federal ATP funds. In January 2019, staff received notification from Caltrans that the City had been awarded Federal ATP funds in the amount of \$5,421,000, which requires a local match from the City of \$70,000.

On November 19, 2019, the City authorized the Mayor to execute a Memorandum of Understanding (MOU) between the San Diego Unified Port District (Port of San Diego) and the City, in which the Port of San Diego committed to fund \$900,000 for the project's design and entitlements, including: environmental clearance, topographic survey, preliminary and final design of the project. Therefore, staff is requesting City Council authorize ratifying the establishment of an Engineering Grants Fund appropriation of \$900,000 and corresponding revenue for the design and entitlement costs of the Bayshore Bikeway Segment Five project funded by the Port of San Diego.

Bayshore Bikeway – Segment 5



LOCATION MAP – NO SCALE

RESOLUTION NO. 2019 - 155

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

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

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

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

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

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

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

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

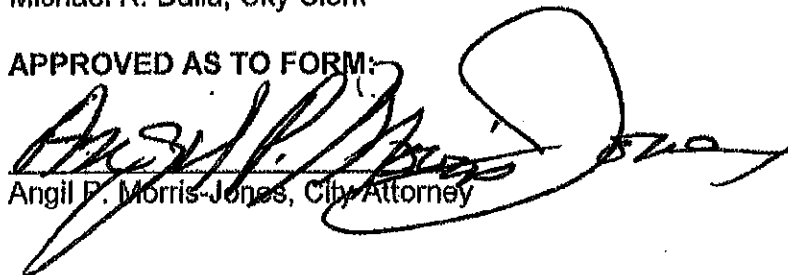
PASSED and ADOPTED this 19th day of November, 2019.

  
Alejandra Sotelo-Solis, Mayor

ATTEST:

  
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 November 19, 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: *Cheryl Howell*  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2019-155 of the City of National City, California, passed and adopted by the Council of said City on November 19, 2019.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
RATIFYING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND  
APPROPRIATION OF \$900,000 AND CORRESPONDING REVENUE FOR THE  
DESIGN AND ENTITLEMENT COSTS OF THE BAYSHORE BIKEWAY SEGMENT  
FIVE PROJECT FUNDED BY THE PORT OF SAN DIEGO**

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

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

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

**WHEREAS**, on November 19, 2019, the City authorized the Mayor to execute a Memorandum of Understanding (“MOU”) between the San Diego Unified Port District (“Port of San Diego”) and the City, in which the Port of San Diego committed to fund \$900,000 for the project’s design and entitlements, including: environmental clearance, topographic survey, preliminary and final design of the project; and

**WHEREAS**, City Staff recommends that the City Council ratify the establishment of an Engineering Grants Fund appropriation of \$900,000 and corresponding revenue for the design and entitlement costs of the Bayshore Bikeway Segment Five project funded by the Port of San Diego.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby ratify the establishment of an Engineering Grants Fund appropriation of \$900,000 and corresponding revenue for the design and entitlement costs of the Bayshore Bikeway Segment Five project funded by the Port of San Diego.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Michael Dalla, City Clerk

**APPROVED AS TO FORM:**

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign a Street Easement from Family Health Centers of San Diego, Inc., the owners of the property at 1000 Euclid Avenue, for the installation of a retaining wall that is required in order to install a San Diego Gas and Electric Company meter pedestal to supply power to the City's new traffic signal. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City accepting and authorizing the Mayor to sign a Street Easement from Family Health Centers of San Diego, Inc., the owners of the property at 1000 Euclid Avenue, for the installation of a retaining wall that is required in order to install a San Diego Gas and Electric Company meter pedestal to supply power to the City's new traffic signal.

**PREPARED BY:** Charles Nissley 

**DEPARTMENT:** Engineering and Public Works

**PHONE:** 336-4396

**APPROVED BY:** 

**EXPLANATION:**

The City of National City (City) is currently constructing the Euclid Avenue Bicycle and Pedestrian Enhancements Project, CIP No. 18-10. In order to install a San Diego Gas and Electric Company (SDG&E) electric meter and pedestal to provide power to the new City traffic signal, a retaining wall is required within private property at 1000 Euclid Avenue. Family Health Centers of San Diego, Inc. (Health Centers) are owners of the property. The confined right-of-way and existing topography adjacent to the project site do not provide the minimum ADA clearance if the proposed improvements are kept within the City right-of-way.

As such, the City has prepared a Street Easement document, and sent it to the Health Centers for execution. Health Centers has provided the City with an executed and notarized Street Easement for acceptance and recording at no cost to the City. Staff is asking that the easement be accepted and the mayor be authorized to sign the easement and have it recorded.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Street Easement Deed
2. Legal Description
3. Plat
4. Resolution

RECORDING REQUESTED BY  
City of National City  
1243 National City Blvd.  
National City, Ca. 91950

WHEN RECORDED MAIL THIS DEED AND,  
UNLESS OTHERWISE SHOWN BELOW,  
MAIL TAX STATEMENT TO:

SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## STREET EASEMENT

APN 558 010 58 00

The undersigned grantor(s) declare(s):

Document transfer tax is \$ NONE  
City of National City, and

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

Family Health Centers of San Diego Inc.

hereby **GRANT(S)** to The City of National City,

a Street Easement over, across under and through that certain real property as described in the attached Exhibit "A" and further shown in the attached Exhibit "B", to construct, repair, replace, and maintain streets, sidewalks, utilities and appurtenances.

Dated

7/18/2020

Signature of Grantor(s)

[Handwritten Signature]

Attach Notary Acknowledgement

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 )

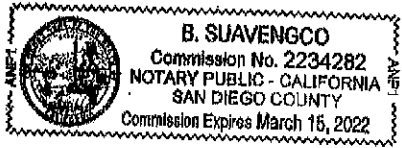
On July 14, 2020 before me, B. Suavengco, Notary Public,  
(Here insert name and title of the officer)

personally appeared Fran Butler-Cohen  
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.

  
\_\_\_\_\_  
Notary Public Signature



(Notary Public Seal)

### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Sheet Easement  
(Title or description of attached document)

APN # 558 010 58 00  
(Title or description of attached document continued)

Number of Pages 1 Document Date 7-8-20

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer  
CEO  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"

EASEMENT LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWESTERLY QUARTER OF QUARTER SECTION 106 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 11, 1869, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF EUCLID AVENUE AS DESCRIBED IN DEED TO THE CITY OF NATIONAL CITY, RECORDED MAY 19, 1965 AS INSTRUMENT NO. 89706 OF OFFICIAL RECORDS, WITH A LINE THAT IS 50 FEET EAST OF AND PARALLEL WITH THE WESTERLY LINE OF SAID QUARTER SECTION 106, AS SHOWN ON RECORD OF SURVEY MAP NO. 11961, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY DECEMBER 8, 1988 AS FILE NO. 88-631519 OF OFFICIAL RECORDS, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 540.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 38°47'55" WEST; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF EUCLID AVENUE AND THE ARC OF SAID CURVE 78.18' FEET THROUGH A CENTRAL ANGLE OF 8°17'42" TO THE END OF SAID CURVE AND THE TRUE POINT OF BEGINNING, SAID POINT IS REFERENCED BY A LEAD AND DISC MARKED LS 4605 IN A CONCRETE SIDEWALK AT AN OFFSET OF 3.00 FEET MEASURED RADIALY AS SHOWN ON SAID RECORD OF SURVEY MAP NO. 11961; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID EUCLID AVENUE SOUTH 59°29'47" EAST 4.15 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE OF EUCLID AVENUE SOUTH 30°30'13" WEST 5.89 FEET; THENCE NORTH 57°37'07" WEST 13.53 FEET; THENCE NORTH 31°29'18" EAST 5.52 FEET TO SAID SOUTHWESTERLY LINE OF EUCLID AVENUE BEING A POINT ON SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 540.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 31°29'18" WEST; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF EUCLID AVENUE AND THE ARC OF SAID CURVE 9.28 FEET THROUGH A CENTRAL ANGLE OF 0°59'05" TO THE TRUE POINT OF BEGINNING.

CONTAINS 77 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE NAD 83, ZONE 6 BEARING BETWEEN POINT NUMBERS 1232 AND 3246 AS SHOWN ON RECORD OF SURVEY MAP NO. 14492 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY MARCH 31, 2004

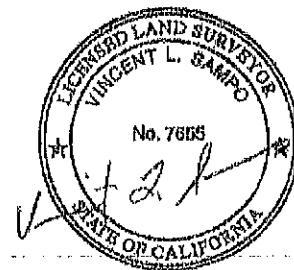
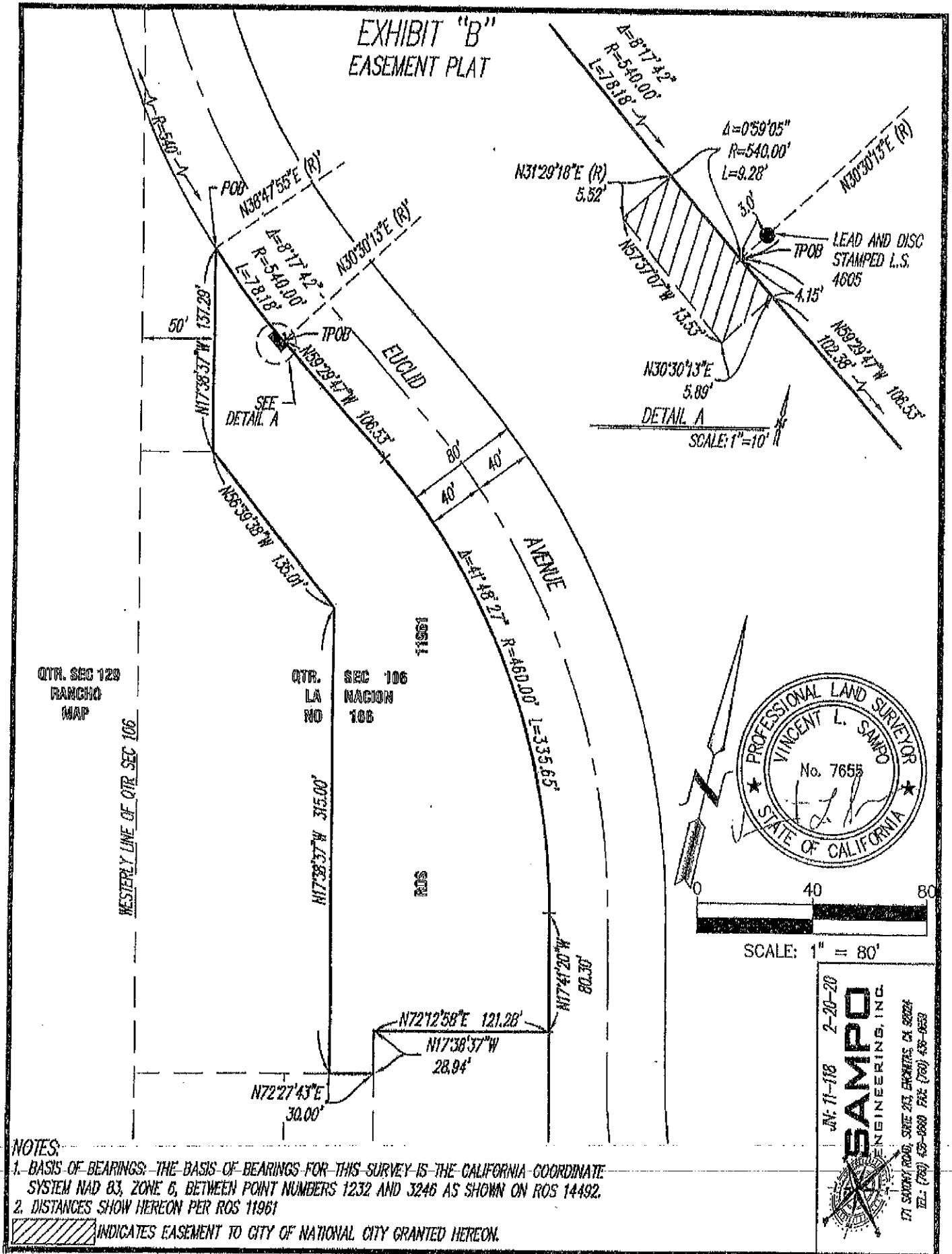


EXHIBIT "B"  
EASEMENT PLAT



NOTES:

1. BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 6, BETWEEN POINT NUMBERS 1232 AND 3246 AS SHOWN ON ROS 14492.
2. DISTANCES SHOW HEREON PER ROS 11961

INDICATES EASEMENT TO CITY OF NATIONAL CITY GRANTED HEREON.

No. 7655  
 VINCENT L. SAMPO  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF CALIFORNIA  
 2-20-20  
 11-118  
**SAMPO**  
 ENGINEERING, INC.  
 171 SHERIDAN ROAD, SUITE 203, ENCINITAS, CA 92024  
 TEL: (760) 439-9980 FAX: (760) 439-0650



**Easement Closure**

**Closure Summary**

Precision, 1 part in: 5176.69'  
Error distance: 0.01'  
Error direction: S16°32'18"W  
Area: 76.58 Sq. Ft.  
Square area: 76.58  
Perimeter: 38.37'

**Point of Beginning**

Easting: 6308712.0331'  
Northing: 1830343.1600'

**Side 1: Line**

Direction: S59°29'47"E  
Angle: [-59°29'47"]  
Deflection angle: [120°30'13"]  
Distance: 4.15'  
Easting: 6308715.6087'  
Northing: 1830341.0535'

**Side 2: Line**

Direction: S30°30'13"W  
Angle: [-90°00'00"]  
Deflection angle: [90°00'00"]  
Distance: 5.89'  
Easting: 6308712.6190'  
Northing: 1830335.9787'

**Side 3: Line**

Direction: N57°37'07"W  
Angle: [-88°07'20"]  
Deflection angle: [91°52'40"]  
Distance: 13.53'  
Easting: 6308701.1929'  
Northing: 1830343.2247'

**Side 4: Line**

Direction: N31°29'18"E  
Angle: [-90°53'35"]  
Deflection angle: [89°06'25"]  
Distance: 5.52'  
Easting: 6308704.0761'  
Northing: 1830347.9319'





**Side 5: Curve**

Curve direction: Counter-clockwise  
Radius: [540.00']  
Arc length: 9.28'  
Delta angle: 0°59'05"  
Tangent: [4.64']  
Chord direction: S59°00'15"E  
Chord angle: [-90°29'33"]  
Deflection angle: [89°30'27"]  
Chord distance: 9.28'  
Easting: 6308712.0310'  
Northing: 1830343.1529'

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ACCEPTING AND AUTHORIZING THE MAYOR TO SIGN A STREET EASEMENT  
FROM FAMILY HEALTH CENTERS OF SAN DIEGO, INC., OWNERS OF THE  
PROPERTY AT 1000 EUCLID AVENUE, FOR THE INSTALLATION OF A  
RETAINING WALL THAT IS REQUIRED IN ORDER TO INSTALL A SAN DIEGO  
GAS AND ELECTRIC COMPANY METER PEDESTAL TO SUPPLY POWER TO  
THE CITY'S NEW TRAFFIC SIGNAL**

**WHEREAS**, the City of National City ("City") is currently constructing the Euclid Avenue Bicycle and Pedestrian Enhancements Project, CIP No. 18-10; and

**WHEREAS**, in order to install a San Diego Gas and Electric Company ("SDG&E") electric meter and pedestal to provide power to the new City traffic signal, a retaining wall is required within private property at 1000 Euclid Avenue.

**WHEREAS**, Family Health Centers of San Diego, Inc. ("Health Centers") are owners of said property; and

**WHEREAS**, the confined right-of-way and existing topography adjacent to the project site do not provide the minimum ADA clearance if the proposed improvements are kept within the City right-of-way; and

**WHEREAS**, Health Centers has provided at no cost to the City an executed and notarized Street Easement for City acceptance and recording; and

**WHEREAS**, City Staff is recommending approval and authorization for acceptance of the Street Easement from Family Health Centers of San Diego, Inc. for the installation of a retaining wall that is required in order to install a San Diego Gas and Electric Company meter pedestal to supply power to the City's new traffic signal.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby approves and authorizes the Mayor to sign the acceptance of the Street Easement, at no cost to the City from Family Health Centers of San Diego Inc. owners of the property located at 1000 Euclid Avenue, for the installation of a retaining wall that is required in order to install a San Diego Gas and Electric Company meter pedestal to supply power to the City's new traffic signal.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Michael Dalla, City Clerk

**APPROVED AS TO FORM:**

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



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 540 “E” Avenue. \(Applicant: Teresa McNeil\) \(Case File 2020-10 M\) \(Planning\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 540 "E" Avenue. (Applicant: Teresa McNeil) (Case File 2020-10 M)

**PREPARED BY:** <sup>MR</sup> Martin Reeder, AICP – Principal Planner

**DEPARTMENT:** Community Development

**PHONE:** 619-336-4313

**APPROVED BY:** 

**EXPLANATION:**

The property owners of 540 "E" Avenue are requesting a Mills Act contract. The structure is a two-story Victorian style home located on a 6,900 square-foot lot. The property is in the Small Lot Residential (RS-2) zone. Typical of the style, it is constructed with wood siding, trimmed and decorated in a contrasting color, with varied roof lines and asymmetrical designs. There are large windows trimmed with colored squares of stained glass.

Mills Act contracts are historic preservation tools that provide property tax savings for owners in exchange for a commitment to maintain and/or restore a historic structure. This property was part of the original list of historic properties, adopted in 1996. The residence is in good condition, having undergone significant rehabilitation. This included removal of the non-period stucco, rewiring, foundation repair, new plumbing, and refinishing of the original hardwood floors. Future work includes restoration of some of the unique interior features (wallpaper, corbels, glass, etc.) and landscaping, which is noted on the attached Maintenance Plan. The Mills Act contract is valid for 10 years and automatically extends for one year on the anniversary date. The City may cancel the contract if breached or opt not to renew it if proper notice is provided. There are currently 17 Mills Act contracts in the City.

According to the San Diego County Assessor, there will be a reduction of approximately 30% in the assessed value of the property, which translates into a property tax reduction of about \$808 annually with respect to the "1%" portion of the property tax bill. Because the property lies within the former redevelopment area, this reduction will be to property taxes available to the Successor Agency. The loss to the Successor Agency would in turn impact the amount of residual balance available for distribution to other agencies, including the City whose share would be about \$162.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

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

The action will result in a reduction in annual Successor Agency property tax revenue of approximately \$808. The impact on the City would be an approximate loss of \$162 in residual balance distribution revenue from the Successor Agency.

**ENVIRONMENTAL REVIEW:**

Not subject to CEQA

**STAFF RECOMMENDATION:**

Adopt the Resolution

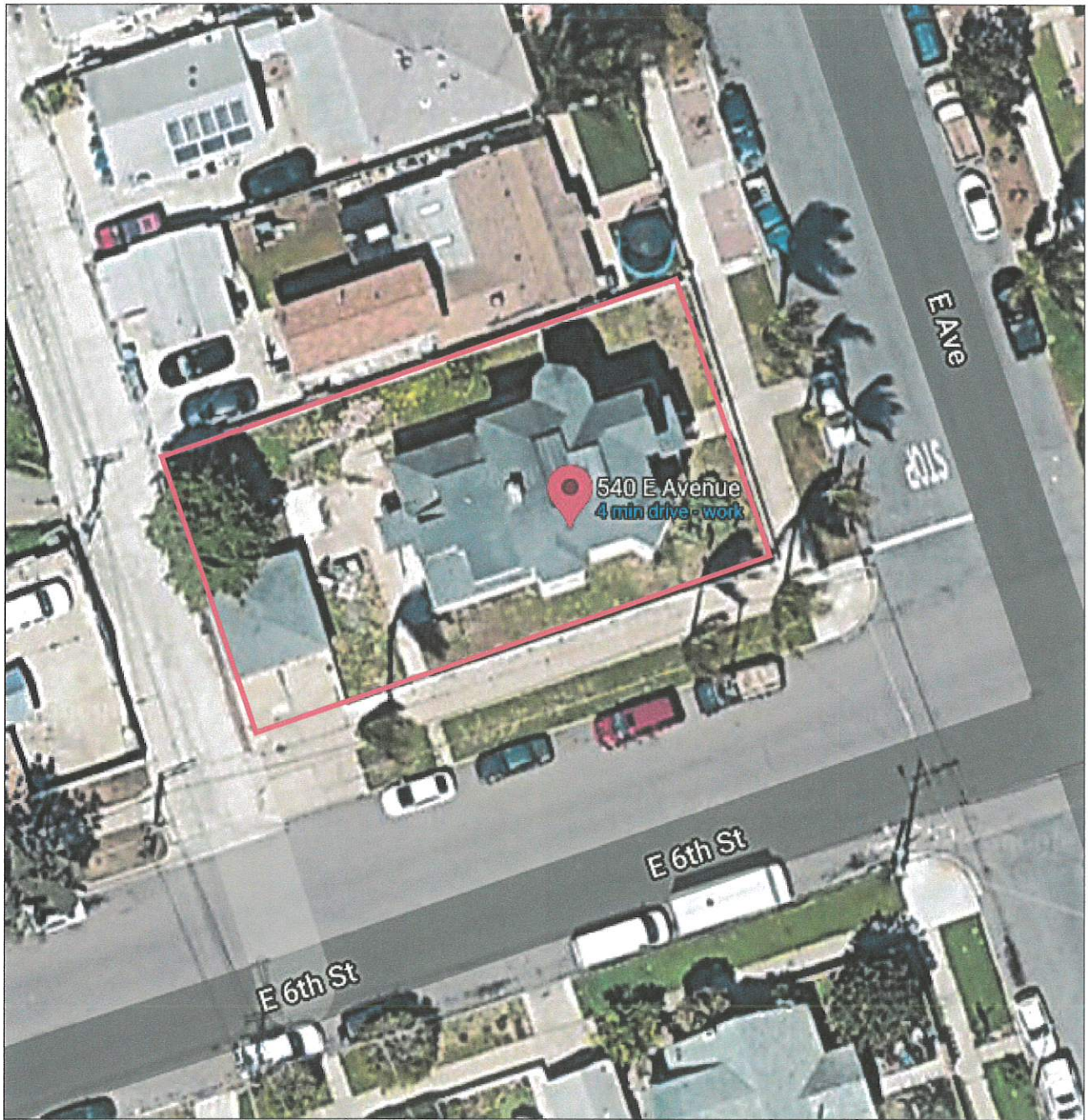
**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

- |                     |   |
|---------------------|---|
| 1. Overhead         | 4. Mills Act Contract                   |
| 2. Site Photos      | 5. List of current Mills Act properties |
| 3. Maintenance Plan | 6. Resolution                           |

2020-10 M – 540 'E' Avenue – Overhead



2020-10 M- 540 'E' Avenue Mills Act Contract – Site Photo



View looking northeast

## Maintenance Plan for 540 'E' Avenue, National City

### Previous activities:

- Old foundation was replaced;
- Stucco was removed to reveal the original siding;
- Original siding was painted;
- Electrical system was rewired;
- A new plumbing system was installed;
- A new forced air unit (central heating and air) was installed;
- The front and back porch covers were replaced;
- Original hardwood floors were refinished.

### Future activities:

- Upgrade and maintain landscaping;
- Hanging wallpaper;
- Replace glass, corbels, and other unique features inside and outside the structure.

*Recording Requested by and When Recorded Please Mail to:*

Michael R. Dalla  
City Clerk  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

APN(s): 556-231-17-00

*Above Space for Recorder's Use Only.*

MILLS ACT CONTRACT

For property located at 540 'E' Avenue

THIS MILLS ACT CONTRACT ("Contract") is entered into by and between THE CITY OF NATIONAL CITY, a municipal corporation ("CITY") and the McNeil Family Trust ("OWNER").

RECITALS

WHEREAS, California Government Code Section 50280, et seq., referred to as the Mills Act, authorizes cities to enter into contracts with the owners of "qualified historic properties", defined in Government Code Section 50280.1, to provide for the use, maintenance, and restoration of such historic properties so as to retain their characteristics as properties of historic significance.

WHEREAS, OWNER possesses fee title to that certain real property, together with associated structures and improvements thereon, Assessor's Parcel No. 556-231-17-00, and located at the street address 540 'E' Avenue, National City, California (the "Historic Site"), on property generally described as:

LOTS 11 AND 12 AND THE SOUTHERLY 10 FEET OF LOT 13, IN BLOCK 44 OF MCCOYS SUBDIVISION OF 10 ACRE LOT 11 AND QUARTER SECTION 155 OF RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 6 FIELD IN THE OFFICE OF THE SAN DIEGO RECORDER APRIL 26, 1881.

WHEREAS, the National City Council designated the above property as a Historic Site and it is so listed and currently eligible for listing in the "List of Identified Historic Sites in National City". A copy of such listing is attached to this Contract as **Attachment A**.

WHEREAS, City and OWNER, for their mutual benefit, now desire to enter into

this Contract both to protect and preserve the characteristics of historic significance of the Historic Site and to qualify the Historic Site for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of the California Government Code.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and covenants, CITY and OWNER agree as follows:

1. Effective Date and Term of Contract. This Contract shall be effective and commence on August 4, 2020 (“Effective Date”), and shall remain in effect for a term of ten (10) years thereafter. The initial ten-year term, and any extension pursuant to Section 2, shall collectively be referred to hereafter as the “Term.”
  
2. Automatic Renewal and Notice of Non-Renewal.
  - a. Renewal. Each year on the anniversary of the effective date of this Contract (the “Renewal Date”), a year shall automatically be added to the initial term of this Contract unless notice of non-renewal is mailed as provided herein.
  
  - b. Non-Renewal. If either OWNER or CITY desires, in any year, not to renew this Contract, OWNER or CITY shall serve written notice of non-renewal on the other party in advance of the annual Renewal Date of the Contract. Unless such notice is served by OWNER to CITY, in writing to the City Council, at least ninety (90) days prior to the annual Renewal Date, or served by CITY to OWNER at least sixty (60) days prior to the annual Renewal Date, one (1) year shall automatically be added to the Term as provided herein. If either CITY or OWNER serve notice to the other of non-renewal in any year, the Contract shall remain in effect for the balance of the Term then remaining, either from its original execution or from the last renewal of the Contract, whichever may apply.
    - (1) Protest. Upon receipt by OWNER of a notice of non-renewal from CITY, OWNER may make a written protest of the notice to the City Council. Any protest must be received by the CITY no later than 15 days from the date of the notice of non-renewal.
  
  - c. Withdrawal of Non-Renewal. CITY may, at any time prior to the Renewal Date of the Contract, withdraw its notice of non-renewal.
  
  - d. City Non-Renewal. If CITY serves notice of non-renewal in any year, the existing Term of the Contract shall remain in effect for the balance of the

period remaining since the original execution or the last renewal of the Contract, as the case may be.

3. *[Reserved]*
4. Eligibility. To be eligible for this Contract, the Historic Site shall be listed and shall remain eligible for listing in the "List of Identified Historic Sites in National City."
5. Standards for Historic Site. During the Term, the Historic Site shall be subject to the following conditions, requirements, and restrictions:
  - a. OWNER shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Site, and when necessary, restore and rehabilitate the Historic Site to conform to the rules and regulations of the Office of Historic Preservation of the Department of California State Parks, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, as amended from time to time. Work shall be done in accordance with the attached maintenance schedule drafted by the OWNER attached to this Contract as **Attachment B**.
  - b. OWNER shall maintain all buildings, structures, yards and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:
    - (1) Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls and windows;
    - (2) Scrap lumber, junk, trash or debris;
    - (3) Abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
    - (4) Stagnant water or excavations, including swimming pools or spas;
    - (5) Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.
  - c. Five years after the Effective Date, and every five years thereafter, City shall inspect the interior and exterior of the Historic Site to determine OWNER' continued compliance with the Contract. Inspections required by this Section must:
    - (1) Be scheduled by prior appointment between City and OWNER, and
    - (2) Occur no later than thirty days from the five-year anniversary described in this Section.
  - d. OWNER shall allow visibility of the exterior of the structure from the public right-of-way. OWNER shall not block the view to the exterior of structure



with any new structure, such as walls, fences, or shrubbery.

- e. If OWNER applies to CITY for a permit for demolition, substantial exterior alteration, or removal of the Historic Site, OWNER shall attend and participate in a scheduled hearing regarding such application before the board or commission designated by the City Council to oversee CITY'S historic resources prior to the issuance of such permit. CITY will endeavor to schedule such hearing within three (3) weeks after OWNER submits such application to CITY.
  - f. Notwithstanding the foregoing Section 5(e), if OWNER applies to CITY for a permit for the demolition, substantial exterior alteration, or removal of the Historic Site, OWNER shall comply with all CITY and State of California environmental regulations, policies and requirements prior to CITY'S issuance of the requested permit.
6. Information of Compliance. OWNER hereby agrees to furnish CITY with any and all information requested by CITY which CITY deems necessary or helpful to determine compliance with the terms and provisions of this Contract.
7. Breach of Contract; Cancellation. If CITY determines that the OWNER has breached any of the conditions of the Contract, or have allowed the Historic Site to deteriorate to the point that it no longer meets the standards for a "qualified historical property", as defined by Government Code Section 50280.1, CITY shall do one of the following:
- a. Public Hearing. Cancel this Contract after CITY has given written notice of, and has held, a public hearing on the proposed cancellation. Notice of such hearing shall be mailed to the last known address of each of the OWNER within the historic zone and shall be published pursuant to Government Code Section 6061. If CITY cancels the Contract pursuant to Section 7(a), OWNER shall pay those cancellation fees set forth in Government Code Section 50286.
  - b. Court Action. Bring any action in court, pursuant to Section 14(e) necessary to enforce the Contract, including, but not limited to, an action to enforce the Contract by specific performance or injunction.
8. OWNER'S Cancellation Alternative. As an alternative to cancellation of the Contract, OWNER may bring any action in court, pursuant to Section 14(e), necessary to enforce the Contract, including, but not limited to, an action to enforce the Contract by specific performance or injunction.
9. Binding Effect of Contract. OWNER hereby subjects the Historic Site to the covenants, reservations and restrictions set forth in this Contract. CITY and

OWNER hereby declares their specific intent that the covenants, reservations, and restrictions as set forth in this Contract shall be deemed covenants running with the land and shall pass to and be binding upon OWNER'S successors and assigns in title or interest to the Historic Site. Each and every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Site, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Contract regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument. CITY and OWNER hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein, touch and concern the land, in that OWNER'S legal interest in the Historic Site is rendered less valuable thereby. CITY and OWNER hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the historic Site for the benefit of CITY, the public, and OWNER.

10. Processing Fee. OWNER shall pay to CITY a processing fee of \$3,700.
11. Notice. Any notice required to be given by the terms of this Contract shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by either party.

To CITY:

City of National City  
Director of Community Development  
1243 National City Boulevard  
National City, CA 91950

To OWNER:

McNeil Family Trust  
540 'E' Avenue  
National City, CA 91950

12. Indemnity and Hold Harmless of City. OWNER shall 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 OWNER'S performance or other obligations, including (a) maintenance of the Historic Site by OWNER or any contractor, subcontractor, agent, lessee, or any other person under this Contract, and also arising out of (b) any restrictions on the use or development of the Historic Site, from application or enforcement of the National City Municipal Code or from enforcement of this Contract; 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 OWNER 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 and shall not be restricted to insurance proceeds, if any, received by City, officers, officials, agents, employees, and volunteers.

13. Eminent Domain. If the Historic Site is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of this Contract, the Contract shall be canceled and no fee shall be imposed under Government Code Section 50286. The Contract shall be deemed null and void for all purposes of determining the value of the property so acquired.
14. General Provisions.
  - a. None of the terms, provisions, or conditions of this Contract shall be deemed to create a partnership between the parties and any of their heirs, successors, or assigns, nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.
  - b. All of the agreements, rights, covenants, reservations, and restrictions contained in this Contract shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Site, whether by operation of law or in any manner whatsoever.
  - c. If any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
  - d. This Contract shall not take effect unless and until OWNER'S signature is notarized by a notary public. Furthermore, if an agent or representative of OWNER signs this Contract on behalf of OWNER, the agent or representative must furnish proof to the satisfaction of CITY, that the agent or representative has authority to act on OWNER'S behalf.
  - e. This Contract shall be governed by the laws of the State of California. The venue for any action shall be a court of competent jurisdiction in the County of San Diego, State of California.
  - f. OWNER or an agent of OWNER shall provide written notice of this Contract to the State Office of Historic Preservation within six (6) months of entering into the Contract.



18. Statutory References: A reference anywhere in this Contract to a Government Code section, or other statutory authority, means a reference to that section as may be later amended.

CITY OF NATIONAL CITY

OWNER OF RECORD

Date: August 4, 2020

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

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

By: \_\_\_\_\_  
McNeil Family Trust  
(Notarized Signature)

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

Attest:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGIL P. MORRIS-JONES  
City Attorney

**OWNER PLEASE HAVE NOTARY PUBLIC ATTACH A SEPARATE PROOF OF NOTARY PAGE WITH SIGNATURE AND SEAL.**

<b>NATIONAL CITY MILLS ACT CONTRACTS</b>			
	<b>CASE FILE NO.</b>	<b>ADDRESS:</b>	<b>APPLICANT</b>
1	M-2002-1	3600 E. 8 <sup>th</sup> Street	Moncrieff Family Limited Partnership
2	M-2002-2	926 A Avenue	Janice Martinelli
3	M-2002-3	1941 Highland Avenue	Celia, Josefina Hernandez
4	M-2003-1	916 A Avenue	Jeannette Salazar
5	M-2003-2	928 A Avenue	Jeannette Salazar
6	M-2003-3	1433 E. 24 <sup>th</sup> Street	Jim Ladd
7	M-2003-4	45 East Plaza Blvd.	Janice Martinelli
8	M-2003-5	907 A Avenue	Louise Branch
9	M-2005-1	906 A Avenue	Janice Martinelli
10	M-2006-1	910 A Avenue	Janice Martinelli
11	M-2006-2	934 A Avenue	Janice Martinelli
12	2007-44 M	2824 L Avenue	Sherri Steliga
13	2010-9 M	2525 N Avenue	ICF
14	2010-28 M	940 E. 16 <sup>th</sup> Street	Janice Martinelli
15	2018-10 M	1430 E. 24 <sup>th</sup> Street	Stephani Norton
16	2020-01 M	555 E. 1 <sup>st</sup> Street	Justin Tjalma
17	2020-04 M	204 E. 2 <sup>nd</sup> Street	Jerry Overbey

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A MILLS ACT CONTRACT  
FOR 540 "E" AVENUE**

**WHEREAS**, property located at 540 "E" was part of the original list of historic properties, adopted during a Public Hearing in 1996; and

**WHEREAS**, the property owners of 540 "E" Avenue have requested to enter into a Mills Act Contract with the City of National City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City approves the property owners request to enter into a Mills Act Agreement.

**BE IT FURTHER RESOLVED** by the City Council of the City of National City that the Mayor is hereby authorized to execute a Mills Act Contract for 540 "E" Avenue. Said contract is on file in the Office of the City Clerk.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Michael Dalla, City Clerk

**APPROVED AS TO FORM:**

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the Memorandum of Understanding \(MOU\) between the City of National City and the National City Municipal Employees' Association \(NCMEA\). \(Human Resources\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City Approving the Memorandum of Understanding (MOU) between the City and the National City Municipal Employees' Association (NCMEA).

**PREPARED BY:** Robert J. Meteau Jr.

**DEPARTMENT:** Human Resources

**PHONE:** 336-4308

**APPROVED BY:**



**EXPLANATION:**

The labor agreement between the City of National City and the National City Municipal Employees' Association (NCMEA) expired on June 30, 2020. City representatives began meeting and conferring in good faith with NCMEA representatives in April 2020, for the purpose of negotiating a successor agreement. On June 30, 2020, the NCMEA membership voted to ratify the terms of an 18-month agreement, from July 1, 2020 to December 31, 2021 as set forth by the negotiating teams. A complete summary of the terms of the agreement is attached.

**FINANCIAL STATEMENT:**

**APPROVED:** Mark Ralento Finance

**ACCOUNT NO.**

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

Fiscal Impact:

Up to \$246,000 for the one-time non-PERSable stipend of \$2,000 per MEA employee. Shift differential pay from \$50 per pay period to 2% of base wage is essentially cost neutral, but will have small cost in future years as wages rise.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the resolution approving the 18-month agreement reached between the City National of City negotiating team and the City of National City Municipal Employees' Association (NCMEA).

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Summary of Package Tentative Agreement between the City and NCMEA  
NCMEA Memorandum of Understanding  
Resolution

**CITY OF NATIONAL CITY / NATIONAL CITY MUNICIPAL EMPLOYEES  
ASSOCIATION (SEIU LOCAL 221)  
2020 MOU NEGOTIATIONS**

**Package Tentative Agreement**

**ARTICLE 2 – HOLIDAYS**

**Section 5     Holiday Closures**

City facilities will close for a period of approximately two weeks in the second half of December of each year with time off for non-essential personnel.

1. Each June, employees may elect to either (a) take unpaid furlough hours/days off during the holiday closure for that calendar year, (b) use accrued paid leave balances (vacation, comp time and/or floating holidays) during the holiday closure for that calendar year, or (c) have equal pay deductions each pay period for the 26 pay periods of the fiscal year that includes the applicable holiday closure period to cover the two week holiday closure.
  - o To elect options (a) or (c), employees must notify Payroll no later than the end of the last business day of the first full week in June of the applicable year.
  - o If no election is made, option (b) (use of accrued paid leave balances during the holiday closure) shall apply. If the employee's accrued leave balances are insufficient to cover the entire holiday closure, the remainder of the holiday closure hours will be deemed unpaid time off with a corresponding deduction in the employee's pay check for the pay period.
2. The City facilities shall close except for emergency services, including Fire, Police and other personnel deemed emergency services essential personnel. Any employee subject to the furlough that is required to work in the performance of services deemed essential during the furlough period shall be credited with corresponding furlough leave hours.
3. The following calendar is based on the City's current 4/10 workweek for the 2020 and 2021 Holiday Closures. A change in the workweek schedule would result in a modification of the calendar.

2020 Holiday Closure

December 21, 22 furlough or accrued leave

December 23 holiday (Christmas Eve)

December 24 holiday (Christmas Day)

December 28, 29, 30 furlough or accrued leave

December 31 holiday (New Year's Day)

2020 Additional Holiday Closure – Library

Weekend before furlough – December 18-19, 2020

Weekend after furlough – January 2-3, 2021

2021 Holiday Closure

December 20, 21 furlough or accrued leave

December 22 holiday (Christmas Eve)

December 23 holiday (Christmas Day)

December 27, 28, 29 furlough or accrued leave

December 30 holiday (New Year's Day)

2021 Additional Holiday Closure – Library

Weekend before furlough – December 18-19, 2021

Weekend after furlough – January 1-2, 2022

**ARTICE 14 – HEALTH AND DENTAL INSURANCE**

**Section 1 Insurance Program Coverage**

As a benefit to career full-time employees and, on a pro-rated basis, career part-time employees working 20 hours/week or more in this bargaining unit, the City will provide a combined group insurance program of health and dental coverage. The benefits and limitations of the program are to be designed cooperatively by the Employees' Association, City and program provider. The Employees' Association and City agree to select and implement health insurance programs, which best serve the needs of the employees. The City and Employees Association agree during the term of this 2020-21 MOU to discuss any Employees' Association's concerns with the costs of health care for Employees Association employees.

**ARTICLE 21 – WAGE AND SALARY SCHEDULE**

**Section 1 Classification and Base Wage Ranges**

There will no wage increase during the term of this 7/20 – 12/21 MOU; however, employees employed on the date the City Council approves this 7/20 – 12/21 MOU shall receive a 1-time non-PERSable \$2,000 stipend.

*[No change to rest of Section]*

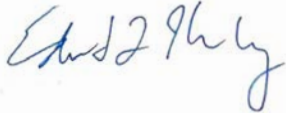
**ARTICLE 25 – PAY DIFFERENTIALS (Section 4 - Shift Differential)**

Employees shall receive a shift differential of 2.0% of base pay for all hours of their regular shift if the majority of their regularly scheduled shift is between 10:00 p.m. and 6:00 a.m. the next day.

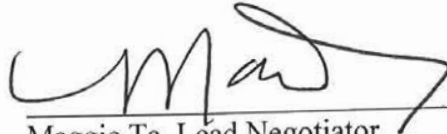
**ARTICLE 30 – DURATION OF MEMORANDUM OF UNDERSTANDING**

This MOU shall be effective July 1, 2020 and shall remain in full force and effect until December 31, 2021, with its terms continuing in effect thereafter until a successor agreement is agreed to and approved, or impasse proceedings are completed.

Both parties mutually agree to begin a good faith meet and confer process for the successor MOU by September 1, 2021, and strive to complete negotiations and have a successor MOU approved by December 31, 2021.



\_\_\_\_\_  
Edward Kreisberg, Lead Negotiator  
City of National City  
Dated: July 8, 2020



\_\_\_\_\_  
Maggie Ta, Lead Negotiator  
National City MEA (SEIU Local 221)  
Dated: 06/23/2020

CITY OF NATIONAL CITY



**MEMORANDUM  
OF  
UNDERSTANDING**

BETWEEN

CITY OF NATIONAL CITY  
CALIFORNIA

and

NATIONAL CITY  
MUNICIPAL EMPLOYEES' ASSOCIATION

AGREEMENT PERIOD

JULY 1, 202018 - DECEMBER 31~~JUNE 30~~, 20210

**MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS  
AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF NATIONAL CITY AND  
THE NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION  
FOR THE FOLLOWING PERIOD OF TIME:  
JULY 1, 2020 – DECEMBER 31, 2021**

The representatives of the City Manager of the City of National City, for and on behalf of the City Council of the City of National City, have met and conferred with the representatives of the National City Municipal Employees' Association, an organization representing employees of the City of National City, in accordance with the provisions of Section 3500 et. Seq., of the Government Code of the State of California, and;

As a result of meeting and conferring in good faith with said Group, agreement has been reached on the following terms and conditions of employment as applied to those employees who are members of and represented by the Association; and the Memorandum of Understanding concerning said agreed terms and conditions of employment has been approved by the City Council of the City of National City on August 4, 2020, by Resolution No. 2020-\_\_\_\_\_.

**For the CITY:**

\_\_\_\_\_  
**BRAD RAULSTON**  
City Manager

\_\_\_\_\_  
**EDWARD KREISBERG**  
Chief Negotiator

\_\_\_\_\_  
**TONY WINNEY**  
Assistant City Manager

\_\_\_\_\_  
**ROBERT J. METEAU**  
Human Resources Director

\_\_\_\_\_  
**LILIA MUÑOZ**  
Human Resources Analyst

\_\_\_\_\_  
**MARK ROBERTS**  
Director of Finance

**For the NCMEA:**

\_\_\_\_\_  
**MAGGIE TA**  
Chief Negotiator, Worksite Organizer SEIU Local 221

\_\_\_\_\_  
**JAMES SLADE**  
President NCMEA

\_\_\_\_\_  
**MARTHA ACOSTA**  
NCMEA Representative

\_\_\_\_\_  
**KARLA APALATEGUI**  
NCMEA Representative

\_\_\_\_\_  
**DENISE BARAHURA**  
NCMEA Representative

\_\_\_\_\_  
**JOHN BELL**  
NCMEA Representative

\_\_\_\_\_  
**ARACELI COVARRUBIAS**  
NCMEA Representative

\_\_\_\_\_  
**ROY INGA, JR.**  
NCMEA Representative

\_\_\_\_\_  
**ALEX NEU**  
NCMEA Representative

\_\_\_\_\_  
**SUE PFEIFER**  
NCMEA Representative

\_\_\_\_\_  
**EDDIE SANCHEZ**  
NCMEA Representative

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## ARTICLE 1 – IMPLEMENTATION

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### Section 1

It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

- A. The NCMEA has approved and adopted this MOU.
- B. The City Council acts, by majority vote, formally to approve and adopt this MOU.
  - 1. The City Council shall upon approval and adoption of said MOU act to appropriate the necessary funds required to implement the provisions of this MOU that require funding.
  - 2. The City Council shall act in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this agreement.

### Section 2 Representation

The City of National City formally recognizes the National City Municipal Employees' Association (NCMEA) as the exclusive representative of all employees in affiliation with SEIU, Local 221 in the classifications listed under Article 21 – Wages and Salary Schedule.

### Section 3 Eligibility

The wages, benefits and conditions of employment provided in this MOU are applicable to all regular and part-time career employees as defined by Civil Service Rule IV, Section 407.1 A.(1) and (2) and assigned by the City to the MEA unit. Employees hired on Temporary Full-Time or Part-Time, Intern or On-Call basis are not represented by this unit. Benefits for Part-Time Career employees will be prorated. Career/Limited Term employees in classifications assigned to the NCMEA Bargaining Unit may be eligible for the benefits provided herein only when the grant or program provides adequate funding for same. However, the City agrees to request that adequate funding for benefits be provided.



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## ARTICLE 2 – HOLIDAYS

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### Section 1

Eligible employees in this bargaining unit are entitled, without loss of pay, to the holidays listed below:

A. The following days shall be fixed holidays with pay:

1. New Year's Day – January 1<sup>st</sup>
2. Martin Luther King – 3<sup>rd</sup> Monday in January
3. Cesar Chavez Birthday – March 31<sup>st</sup>
4. Memorial Day – Last Monday in May
5. Independence Day – July 4<sup>th</sup>
6. Labor Day – 1<sup>st</sup> Monday in September
7. Thanksgiving Day – 4<sup>th</sup> Thursday in November
8. Day after Thanksgiving
9. Christmas Eve – December 24<sup>th</sup>
10. Christmas Day – December 25<sup>th</sup>

B. In addition to the fixed holidays above, the following four (4) days will be credited as "Floating Holidays":

1. Lincoln's Birthday – February 12<sup>th</sup>
2. Washington's Birthday – 3<sup>rd</sup> Monday in February
3. Columbus Day – 2<sup>nd</sup> Monday in October
4. Veterans' Day – November 11<sup>th</sup>

C. Fixed holidays falling on a regularly scheduled workday will be paid based on the employee's assigned daily work schedule. For example, employees assigned to a 4/10 schedule will have holidays paid in ten (10) hour increments when the holiday falls on a regularly scheduled workday. Floating holidays will be paid in eight (8) hour increments.

### Section 2

The floating holidays shall be used by the employee in minimum increments of fifteen (15) minutes at the employee's discretion subject to the approval of the department head or his/her designee as a holiday and shall be used within the fiscal year earned. Reasons for denial to observe a holiday on the date requested by the employee shall be in writing and can only be related in the judgment of the department head to the efficient functioning of the department. If the department head certifies in writing to the Finance Director that it was not possible to grant the time off during the fiscal year due to unforeseen or extreme workload problems, then unused holiday credits will be added to the employee's vacation accumulation.

Floating holidays may be used earlier in the fiscal year than their occurrence. New employees shall not receive credit for holidays which occurred prior to their starting date. Separating employees who have received paid time off for holidays which have not occurred as of the date of their separation are required to repay the City for such floating holidays for which they have been paid. Only non-probationary employees and employees separating in good standing shall be paid for accrued and not taken holiday time.

### Section 3 Appointed and Religious Holidays

With City Council approval, every day appointed by the President of the United States or by the Governor of California for a public fast, thanksgiving or holiday, with the exception of Good Friday, shall be honored as an additional holiday. Employees may request time off to attend religious services or other religious activities on Good Friday or on the recognized religious holidays during the year; such time off shall be charged to the employees annually accumulated leave or compensating time off. If the employee has no accumulated annual leave or compensating time off, such time off shall be without pay.

### Section 4 Holidays Occurring on Normal Work Day, during Sick Leave or Annual Leave or on a Weekend

- A. In the event a fixed holiday (as defined in Section 1) falls on and is observed on an employee's regular day off:
1. If the employee is not required to work, such employee shall be granted a floating holiday.
  2. If the employee is required to work the employee shall receive:
    - a) pay at the time and a half rate for hours worked on the holiday; *and*
    - b) floating holiday hours equal to the number of hours actually worked.
- B. In the event a fixed holiday (as defined in Section 1) falls on an employee's regular work day:
1. If the employee is not required to work, such employee shall be compensated at straight time equal to the number of hours the employee would have been assigned to work.
  2. If the employee is required to work the majority (over half) of his/her shift between 12:00 a.m. and 11:59 p.m. on the observed fixed holiday, the employee shall receive one of the following at the option of the employee:
    - a) pay at the time and a half rate for hours worked; *or*
    - b) straight time and floating holiday hours equal to the number of hours actually worked.

**Exception:** For the fixed holidays of Christmas Day, New Year's Day, day of July 4<sup>th</sup>, and Thanksgiving Day, employees shall receive:

- a) pay at the time and a half rate for hours worked on the holiday with a minimum of two (2) hours of pay; *and*
- b) eight hours paid holiday time at straight time.

Date	Shift	Creditable Hours	Rationale
November XX, 20XX (Thanksgiving)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	Thanksgiving is an “Exception” holiday
November XX, 20XX (Day after Thanksgiving)	20000 – 0600	10 hours straight time 10 floater hours	Fixed holiday
December 24, 20XX (Christmas Eve)	20000 – 0600	10 hours straight time 10 floater hours	Fixed holiday
December 25, 20XX (Christmas Day)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	Christmas Day is an “Exception” holiday
January 1, 20XX (New Years Day)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	New Years Day is an “Exception” holiday

- C. When an employee is absent on annual leave, sick leave or compensating time off, a fixed holiday immediately preceding, immediately following or wholly within such leave period shall be recorded as a holiday and not as a day of leave.
- D. If a fixed holiday occurs on a Saturday, the City will observe the holiday on the preceding working day. If the fixed holiday falls on Sunday, the following work day will be observed as the holiday, except as noted in Article – (*holiday closure article*).
- E. Should the City shift the observed holiday to a day other than the actual holiday, City employees working schedules outside of the standard Monday through Friday will continue to observe the actual holiday and be compensated according to time worked on the actual holiday as outlined above. Employees in this situation will be notified of the appropriate time card notations in advance of the holiday.

## Section 5      Holiday Closures

City facilities will close for a period of approximately two weeks in the second half of December of each year ~~of the agreement~~ with time off for non-essential personnel.

1. Each June, employees may elect to either (a) take unpaid furlough hours/days off during the holiday closure for that calendar year, (b) use accrued paid leave balances (vacation, comp time and/or floating holidays) during the holiday closure for that calendar year, or (c) have equal pay deductions each pay period for the 26 pay periods of the fiscal year that includes the applicable holiday closure period to cover the two week holiday closure.
  - o To elect options (a) or (c), employees must notify Payroll no later than the end of the last business day of the first full week in June of the applicable year.
  - ~~o For the December 2018 holiday closures (see dates below) only, because this 2018-2020 MOU was approved during the 2018-19 fiscal year, employees electing option (c) will have an amount taken each paycheck remaining in FY 2018-19 following the election necessary to cover the December 2018 holiday closure.~~
  - o If no election is made, option (b) (use of accrued paid leave balances during the holiday closure) shall apply. If the employee’s accrued leave balances are insufficient to cover the entire holiday closure, the remainder of the holiday closure hours will be deemed unpaid time off with a corresponding deduction in the employee’s pay check for the pay period.

2. The City facilities shall close except for emergency services, including Fire, Police and other personnel deemed emergency services essential personnel. Any employee subject to the furlough that is required to work in the performance of services deemed to essential during the furlough period shall be credited with corresponding furlough leave hours.
3. The following calendar is based on the City's current 4/10 workweek for the 2020 and 2021 Holiday Closures. A change in the workweek schedule would result in a modification of the calendar.

2020~~18~~ Holiday Closure

December 21, 22 furlough or accrued leave

December ~~23~~<sup>4</sup> holiday (Christmas Eve)

December ~~24~~<sup>5</sup> holiday (Christmas Day)

December ~~28~~<sup>6</sup>, ~~29~~<sup>7</sup>, ~~30~~<sup>1</sup> furlough or accrued leave

December 31~~January 1~~ holiday (New Year's Day)

~~January 2—3 furlough or accrued leave~~

2020 Additional Holiday Closure – Library

Weekend before furlough – December 19-20, 2020

Weekend after furlough – January 2-3, 2021

2021~~19~~ Holiday Closure

December 20, 21 furlough or accrued leave

~~December 23 furlough or accrued leave~~

December ~~22~~<sup>4</sup> holiday (Christmas Eve)

December ~~23~~<sup>5</sup> holiday (Christmas Day)

December ~~27~~<sup>6</sup>, ~~28~~<sup>30</sup>, ~~29~~<sup>31</sup> furlough or accrued leave

December 30~~January 1~~ holiday (New Year's Day)

~~January 2 furlough or accrued leave~~

2021 Additional Holiday Closure – Library

Weekend before furlough – December 18-19, 2021

Weekend after furlough – January 1-2, 2022

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## **ARTICLE 3 – LEAVE ELIGIBILITY AND PROCEDURE**

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### **Section 1 Leave Categories**

Consistent with the provisions of these chapters, employees in the competitive service shall be entitled to holidays and annual vacation and shall be allowed sick, injury, emergency and special leaves of absence. Career part-time employees in competitive service working twenty (20) hours or more per week, shall be entitled to all holidays, annual vacation, sick or emergency leave and special leaves of absence as granted to full-time employees on a pro rata basis within the same number of pay periods.

### **Section 2 Requests for Leave**

All requests for leaves of absence, whether with or without pay, shall be submitted in writing on prescribed forms, and except as provided in the case of compulsory leave, court leave and special meetings, must meet the approval of the department head.

### **Section 3 Leave Approval**

Except in the case of sick or emergency leave, the scheduling of leaves is subject to the approval of the department head or his/her designee. It is the obligation of the employee to request in writing prior approval for all other leaves. Under unusual circumstances, the department head has the discretion to waive the requirement for prior approval. The department head shall respond to a request for leave within ten (10) days. Approvals may be rescinded by the department director in time of emergencies such as flood, earthquake, fire, civil disturbance, maintenance of skeleton staffing level, and other similar situations. Leave will not be denied unless the department demonstrates that it cannot function without the individual who is requesting a leave.

### **Section 4 Leave of Absence - Commencement and Termination**

Each leave of absence shall be granted for a specific period of time and a specific cause, and if such cause shall cease to exist prior to the expiration of the period for which the leave is granted, such leave shall thereafter be invalid.

### **Section 5 Leave of Absence - Failure to Report**

Leaves of absence shall be indicated on the payroll time sheets submitted to the Director of Finance for checking and certification. Failure of an employee to report at the expiration of leave shall separate the employee from City service and shall be considered, in effect, a resignation; provided, however, the City may cancel such separation if circumstances warrant such cancellation (as determined by the City Manager or his designee).

### **Section 6 Benefits during Leave without Regular Pay**

All accrual of leaves, City contributions and benefits will be suspended at the end of 45 calendar days after the leave of absence begins, except as provided in this MOU and applicable law. This includes leaves without pay, suspensions, injury leave and military leave. All accounts, contributions and benefits will resume upon return from leave.

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## ARTICLE 4 – ANNUAL VACATION LEAVE

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### Section 1

All eligible employees shall be entitled to annual vacation leave with pay.

### Section 2 Accrual Rates

All accrual rates are calculated on the basis of biweekly pay periods. All forty (40) hour per week employees shall be governed by the following vacation accrual rates:

1 through 5 year's service	3.08 hours per pay period
6 through 10 year's service	4.62 hours per pay period
11 through 12 year's service	4.94 hours per pay period
13 through 14 year's service	5.23 hours per pay period
15+ year's service	6.15 hours per pay period

New employees will receive, during their initial probationary period, five (5) days (totaling 40 hours) of accrued vacation at completion of nine (9) months of employment and five (5) days (40 totaling hours) of accrued vacation at completion of the probation period. Accrual will then continue at the rates above.

### Section 3 Scheduling of Vacation

Vacation schedules shall be arranged by the department head with particular regard to the needs of the City and, as far as possible, with the wishes of the employee.

1. Eligibility for vacation pay shall be verified by the Finance Officer, who will pay only for that time which has accrued.
2. If the requirements of the employee's services are such that the employee cannot take part or all of his/her annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year.
3. An eligible employee may take earned vacation in any increment of fifteen (15) minutes or more with the consent of the department head and the approval of the City Manager.

### Section 4 Maximum Vacation Accumulation

An employee may accumulate vacation to a maximum of 2.5 times the yearly earned vacation time. Vacation leave is credited as earned and the amount of vacation leave accumulated shall not exceed the maximum and accrual shall stop whenever the employee is at the maximum.

### Section 5 Holidays Falling Within Vacation Period

Except in the case of terminal vacation leave, paid holidays immediately proceeding, immediately following or wholly within the vacation period shall not be regarded as part of the vacation.

## **Section 6 Terminal Vacation Pay**

Upon termination from City service, an employee shall be entitled to pay in lieu for the number of accumulated vacation hours credited to the employee's account to a maximum of 2.5 times their annual accrual under the provisions of this section. All vacation granted upon completion of an employee's last day of work shall be a lump sum payment termed "terminal vacation pay" at the employee's current rate of pay.

## **Section 7 Vacation Sell-Back**

During the term of this agreement, all MEA members on a career basis meeting the eligibility criteria defined below may convert a minimum of twenty (20) hours and a maximum of eighty (80) hours of their accumulated vacation time payable not later than December of each year. The City shall attempt to process these requests prior to the Thanksgiving holiday.

In order to convert accrued vacation hours:

- a) Employees must use a minimum of 50 vacation hours during the eligibility period and have at least 80 hours "on the books" before and after the request. Effective for the November 2018 to October 2019 eligibility period (see Section d. below), employees must use a minimum of thirty (30) vacation hours during the eligibility period and have at least eighty (80) hours "on the books" before and after the request.
- b) Employees must submit a written request to Payroll to convert vacation hours to pay on or before November 1 of each year.
- c) Effective in 2018, employees who reach the vacation cap may have a second opportunity to convert vacation hours up to a total maximum of eighty (80) total hours in the applicable eligibility period under paragraphs a) and this paragraph.
- d) The eligibility period is defined as the first pay period in November to the last pay period in October.

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## ARTICLE 5 – MILITARY LEAVE

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In addition to the leaves of absence provided in this article, City officers or employees who are also members of the armed services or militia or organized reserves of this State or Nation, shall be entitled to the leaves of absence and the employment rights and privileges provided by the Military and Veterans' Code of the State of California.

1. The term "Military Service" as used herein shall signify service on active duty with any branch of service above mentioned as well as training or education under the supervision of the United States preliminary to induction into the military service.
2. The terms "active service" or "active duty" shall include the period during which such officer or employee while in military service is absent from duty on account of sickness, wounds, leave or other lawful cause.
3. No employee serving under a permanent appointment in the Classified Service shall be subjected by any person directly or indirectly by reason of his/her absence on military leave to any loss or diminution of vacation, holiday, insurance, pension, retirement or other privilege or benefit now offered or conferred by law, or be prejudiced by reason of such leave with reference to promotion, continuance in office or employment, re-appointment or re-employment.
4. When military leave is granted to an employee in the Classified Service pursuant to this section, the position held by such employee shall be filled temporarily only during the employee's absence, except in the event of the employee's death while on leave, and said employee shall be entitled to be restored to such position, or to a position of like seniority, status and pay upon, return from such leave, provided employee is still mentally and physically qualified to perform the duties of such position and provided said employee makes application for re-employment within ninety (90) days after being relieved from such military service.
5. During absence on military leave any employee in the Classified Service who has been employed continuously by the City for a period of not less than one (1) year prior to the date upon which such absence begins, shall receive his/her regular salary for a period not to exceed thirty (30) calendar days in any one fiscal year. All services of said employee in the recognized military service shall be counted as employment with the City.

After 30 consecutive days of paid military leave, the City will supplement an employee's military pay for a period of 6 months. This supplemental amount will be the difference between the employee's normal pay and their military pay. In addition, the City will provide existing levels of health care benefits during the supplemental 6-month period. At the discretion of the City Council, supplemental paid military leave may be extended beyond the 6-month period.



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## ARTICLE 6 – FAMILY CARE AND MEDICAL LEAVE

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REFER TO CITY POLICY ON FAMILY AND MEDICAL LEAVE. SAID POLICY IS ON FILE IN THE OFFICE OF THE HUMAN RESOURCES DIRECTOR, AND IS INCORPORATED IN THIS MOU BY REFERENCE.

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## ARTICLE 7 – COURT LEAVE

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An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of said employee's required attendance to the department head and the Finance Officer. The employee shall receive full pay for the time he/she serves on court duty. Request for such leave shall be made upon the request for leave of absence forms.

If juror or witness duty ends more than one hour prior to the conclusion of the work day, the employee shall report back to work or use leave time for the remainder of the work day unless other arrangements are agreed to by the supervisor.

Police Services Officers, Crime Scene Specialists, Fire Inspectors and Police Dispatchers shall get a minimum of two (2) hours pay, at a rate of time and one half, for each court appearance required by their work responsibilities on regularly scheduled time off. If the employee travels directly between the court and his/her residence, then the employee shall be paid for 1/2 hour maximum. If the employee reports to the Police Station, he/she is not entitled to travel time between the station and home; he/she would be entitled, however, to compensation for parking fees and travel time between the station and the court. The City encourages the use of public transportation to avoid incurring parking fees.

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## ARTICLE 8 – SICK LEAVE WITH PAY

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The intent of this chapter is to provide a continuity of full salary to those eligible employees who are unable because of illness or injury to perform the duties of their positions who would expose fellow workers or the public to contagious disease and are thereby forced to be absent from employment, and to provide necessary time off from work for required medical and dental care, subject to administrative regulations designed to prevent malingering or abuse of these privileges.

### Section 1 Sick Leave Definition

Sick leave is the necessary absence from duty of an employee for:

- A. Diagnosis, care, or treatment of the employee’s existing health condition or preventive care for an employee; or
- B. The serious disability of the employee while on a scheduled vacation.
- C. The absence of an employee for authorized medical or dental care.
- D. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee’s family member. For the purposes of using sick leave under this policy only, “family member” shall mean an employee’s parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.
- E. The death of an immediate family member.

In addition, an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

- 1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim’s child;
- 2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- 3. To obtain services from a domestic violence shelter, program, or rape crisis center;
- 4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- 5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

### Section 2 Sick Leave Accumulation

- A. Each regular full-time career or probationary employee in this bargaining unit, shall be entitled to accumulate sick leave at a rate of 3.69 hours per biweekly pay period. Earnings for partial pay periods shall be granted on a pro rata basis. Permanent part-time employees in the competitive service are entitled to accumulate sick leave at a rate consistent with the provisions of Article 3, Section 1.

- B. **Accumulated Sick Leave:** Each career or probationary employee in this bargaining unit shall be eligible to accumulate sick leave up to a maximum of 400 hours, (herein called "accumulated sick leave"). Sick leave accrual will be credited on the last of each pay period up to the 400 hour maximum limitation.
- C. **Frozen Sick Leave Balance:** Employees hired on or before June 30, 1979 and who have an existing sick leave balance on June 30, 1979 were "frozen" at their June 30, 1979 sick leave balance levels on July 1, 1979. (Herein called "frozen sick leave balance").

### **Section 3 Sick Leave Usage**

- A. Employees shall first utilize accumulated sick leave pursuant to Section 1 herein. Frozen sick leave balance will only be authorized for use after accumulative sick leave credits are exhausted for those employees who have a frozen sick leave balance pursuant to Section 2(C) herein.
- B. Upon reaching the maximum accumulated sick leave (400 hours), accrual will stop; sick leave accrual will begin after the employee's balance falls below 400 hours. Accrual will occur on the last day of the pay period in which the employee's balance falls below the 400 hour level. Said accrual will occur at the established rate as defined in Section 2(A).

### **Section 4 Limitation on Time Chargeable to Sick Leave**

- A. No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes:
  - 1. Sickness sustained while on leave of absence other than his/her regular vacation.
  - 2. No paid sick leave shall be granted in excess of the employee's sick leave credit.
- B. Absence that is chargeable to sick leave in accordance with this Chapter, shall be charged in the amount not smaller than fifteen (15) minutes.

### **Section 5 Sick Leave Compensation**

- A. In order to receive compensation while on sick leave, the employee shall notify:
  - 1. The immediate supervisors, or;
  - 2. The department head, or;
  - 3. In the event of the unavailability of either, the senior department representative available.
- B. Notification shall be made prior to or not later than the beginning of the work day/shift in the employee's respective department. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Compensation is contingent upon approval from the appropriate department director.
- C. The department head may waive the above requirements, if in his/her opinion, an emergency or other exceptional circumstance so warrants. Computation of sick leave shall not include regular days off or holidays, provided these are not in conflict with the established schedule within each department.

## **Section 6 Physician's Statement Required**

- A. When absences for more than three (3) consecutive working days or when abuse of the sick leave benefit is suspected, the department head may require the employee to furnish a certificate or statement from a regular licensed and practicing physician, at the employee's own expense, whose license will be honored by the County Health Officer, indicating the nature and duration of the employee's incapacity or other adequate evidence if the employee was not examined by a physician. The appointing authority may require evidence of incapacity in cases of short periods of absence and may require a medical examination when an employee returns to work with indications of continuing illness or disability.
- B. The department head is responsible for sick leave verifications. This responsibility may be implemented by any reasonable method deemed necessary by the department head. Sick leave with pay is subject to verification of the employee's eligibility by the Finance Officer.

## **Section 7 Separation from City Service**

All eligibility from sick leave with pay shall be canceled upon separation of the employee from the City service, provided that, if such separation is by lay-off, his/her accumulated eligibility shall be restored to him/her in whole if the employee is re-employed within 24 months.

## **Section 8 Illness during Vacation Leave**

An employee who becomes incapacitated for work due to his/her illness or injury for more than three (3) consecutive calendar days while on paid vacation, may substitute sick leave credits for vacation, provided the employee's request for sick leave substitution is accompanied by a doctor's statement or other satisfactory evidence.

## **Section 9 Holidays during Sick Leave**

Paid holidays immediately preceding, immediately following or wholly within the period for which sick leave is granted shall not be regarded as part of such period of sick leave.

## **Section 10 Sick Leave Payment upon Retirement**

- A. An employee hired on or before June 30, 1979, shall upon formal retirement from the City under the Public Employees' Retirement System, be paid for each day of unused sick leave or fraction thereof which has accrued to his/her credit up to and including his/her last day of work, but not to exceed 45 days or 360 hours. An employee hired on or after July 1, 1979 shall not be eligible for sick leave payment upon retirement.
- B. For employees hired on or before June 30, 1979 sick leave pay off upon retirement shall be the sum of:
  - a. Frozen sick leave balance upon date of retirement.
  - b. Accumulative sick leave balances upon retirement.

However, in no event shall the payoff exceed 360 hours.

**Section 11 Evidence of Cause of Absence**

In all cases of absence because of illness or death in the employee's family, the employee may be required to furnish to the appointing authority satisfactory evidence substantiating the facts justifying such leave. Failure to furnish such evidence upon request shall be sufficient reason for denying the leave of absence with pay.

**Section 12 Sick Leave Incentive Pay**

- A. Employees using 36 hours of sick leave or less during the 26 complete pay periods most closely coinciding with the beginning and end of the fiscal year and having a minimum total accumulation of 160 hours, may sell for cash the excess over 160 hours of unfrozen sick leave accumulation to a maximum established according to the following schedule:

<b>Unused Sick Leave From Current Year's Accrual</b>	<b>Annual Maximum Sell Back</b>
96 Hours	32 Hours
From 80-95 Hours	28 Hours
From 60-79 Hours	22 Hours

Only the hours sold back to the City shall be deducted from the employee's accrued balance of sick leave.

- B. Payment will be made during the month of August each year. Pay will be computed based on the employee's salary step on June 30 of the preceding fiscal year. (The Finance Department shall issue eligibility notices to qualified employees at the end of each fiscal year.) Written request must be submitted to the Finance Office within ten (10) working days of issuance of the notice. Sick leave incentive payments will be incorporated into the normal payroll.
- C. In lieu of sick leave incentive pay, the employee may elect to retain sick leave credits to the 400-hour maximum to supplement pay for long term disability leave, up to the maximum set in chapter 18 (3) of this MOU.
- D. Permanent employees who retire during the fiscal year will be compensated on a pro-rated basis subject to their formal retirement date.
- E. Subject to the approval of his/her department head, the employee may elect to receive additional vacation credits in lieu of all or part of the sick leave incentive pay. This election must be indicated in writing and submitted to the Finance Office with department head's signature within ten working days of issuance of the notice from Finance. This election may not be reversed at a later date.

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## ARTICLE 9 – TRANSFER OF LEAVE CREDITS

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Upon official request by an employee experiencing a catastrophic illness/injury or event, the employee's department director or the Association on behalf of the employee, the City Manager or his designee may allow individual employees the opportunity to transfer sick leave, vacation or holiday credits to another employee who has experienced a catastrophic event.

All conditions for this transfer shall be in compliance with the City's Transfer of Leave (Catastrophic Leave) Policy. Sick leave donated will not be counted against sick leave incentive pay.

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## ARTICLE 10 – THE COMPENSATION PLAN

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### Section 1 Salary Advancement

The Compensation Plan of the City of National City has the following characteristics:

1. Each salary range consists of five (5) steps.
2. The increase from one step to the next step on each salary range is as indicated in the salary schedule.
3. Career part-time employees represented by the unit shall be eligible for step increases at a pro-rated time interval as regular career full-time employees.

Salary advancement for each employee shall not be automatic, but shall depend upon the increased value of an employee to the City, as reflected by the recommendations of the employee's supervisor and department head and all other pertinent evidence. The success of the Compensation Plan depends upon incentives which will encourage employees to put forth increasing efforts as they advance through the salary steps of the salary range.

### Section 2 Salary Steps

The steps of the salary range shall be interpreted and applied as follows. The second, third, fourth and fifth salary steps are incentive adjustments to encourage an employee to continue to improve his/her work. There shall be a five (5) percent differential between each of the five (5) steps.

1. **The first salary step** is the minimum rate and will normally be the hiring rate. Appointment may be made to other than the normal entering salary step upon the recommendation of the department head and upon the approval of the City Manager, when it is decided that such action is in the best interests of the City.
2. **The second salary step:** Six (6) months of satisfactory service, normally, shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.
3. **The third salary step:** Twelve (12) months of satisfactory service at the second salary step, normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.
4. **The fourth salary step:** Twelve (12) months of satisfactory service at the third step normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.
5. **The fifth salary step:** Twelve (12) months of satisfactory service at the fourth step normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.



## **Section 2      Salary Steps (continued)**

All rates shown and conditions set forth herein, are in full payment for services rendered and are intended to cover full payment for the number of hours now regularly worked in each class. Employees engaged for less than full-time should be paid a proportionate part of these salaries, or by hourly rate of pay that falls within these ranges.

Each promotion shall carry with it a salary increase of at least five (5) percent as long as such increase does not exceed the top step of the new classification.

The provisions of this article are based upon the salary schedules adopted by the City.

## **Section 3      Performance Reports**

Notwithstanding any of the other provisions of this article, no employee shall be denied a step advancement consistent with normal practice whose last performance report had an overall rating of STANDARD, ABOVE STANDARD or OUTSTANDING, if that performance report was made within the last 30 calendar days. If step is denied, a new performance report will be completed and performance will be reviewed every sixty (60) calendar days for reconsideration of the step increase.

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## ARTICLE 11 – OVERTIME

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### Section 1 Standard Overtime

- A. The smallest unit of time credited as overtime shall be one-tenth (1/10) hour.
- B. Overtime worked that is less than one-quarter (1/4) hour shall be rounded off to the nearest quarter hour each week.
- C. Overtime credit must be for work specifically suffered, ordered, requested or approved by the department head or a designated representative. Overtime compensation or compensating time shall be earned at the rate of one and one-half (1-1/2) times the eligible hours.
- D. Overtime compensation or compensating time shall be granted for hours exceeding forty (40) hours of time actually worked. Time worked includes all paid hours including sick leave, leaves during which Worker Compensation is paid, pre-approved vacation time, holidays, furloughs, or any other time away from the job that is paid. The normal work week varies among City employees, and shall be determined by the employees official schedule or other approved schedule documentation on file in the Human Resources Department. Work, other than normal work schedule, directed for annual special events, such as the International Fair & Parade, the Independence Day celebration, Auto Heritage Days, Chili Cook-off, City-Wide Free Trash Pickup Days, and the Street Light Inspection Program, will be compensated according to overtime rates. For those events where the City Council approves overtime, employees working those events shall receive overtime pay.
- E. An employee who is directed by the department director to attend commission or council meetings held after normal working hours will be compensated per the "call-back" provision.

### Section 2 Compensating Time Off

- A. Consistent with the provisions of Section 1 above, employees may be credited with compensating time off for overtime worked up to a maximum accrual of 100 hours, upon prior request of the employee and approval of the department director.
- B. Compensating time off credits may be accumulated up to 100 "converted hours". Exceptions to exceed this maximum may be authorized by the Human Resources Director on request by the employee and approval of the Department Director under conditions set by the Human Resources Director.
- C. An employee shall be allowed to use compensating time off in increments of fifteen (15) minutes or more which may be taken in conjunction with vacation credits. Time off approval and scheduling shall be subject to the provisions of Article 3 of these articles.
- D. Written requests to use compensatory time off shall be treated in the same manner as requests to use vacation. An employee will not be required to take compensatory time earned at straight time hour nor will an employee be required to take compensatory time within the same pay period as earned.
- E. Once each fiscal year, an employee may by written request cash out up to eighty (80) banked compensatory time hours.

### **Section 3      On-Call Status**

A. Employees may be assigned to on-call status for possible work and will be required to be available after working hours where the employee can be reached by telephone or pager and can respond within 30 minutes. Individuals assigned to “on-call” have the responsibility of obtaining qualified relief in the event they cannot be called back. The relief must have the pre-approval of appropriate supervisor.

B. The following procedures shall apply to on-call status:

1. Personnel going on vacation, floating holiday or any other absence from work of their own request during scheduled on-call will be responsible for providing their own qualified relief.
2. Personnel incapacitated for scheduled on-call by sickness or other absence not within their control will not be required to provide their own relief, if notice is given to the department.
3. If an employee is accepting on-call pay and does not respond to a call-back, that employee shall forfeit that day's on-call pay and may be subject to disciplinary action, unless that failure to respond was for reasons beyond the control of that employee as determined by the department director.
4. Employees will be assigned to on-call status, first on a volunteer basis and thereafter assigned by reverse seniority. On-Call Status will not exceed seven (7) days in any thirty day period and will be rotated among qualified personnel, unless otherwise agreed to by the employee and the Department Head. In the event of personnel shortages, the City may assign an employee(s) to on-call status based on reverse seniority among qualified employees.
5. The on-call work week will be determined by the appropriate department head.
6. When any class is scheduled for on-call work the City shall provide pagers at the beginning of the on-call assignment.

### **C.      On-Call Pay**

1. For a normal work day shift, pay shall be the dollar equivalent to one and a half (1-1/2) hours at current hourly rate per each day of on-call status.
2. For a normal weekend shift (Saturday and Sunday), pay shall be the dollar equivalent to two (2) hours at current hourly rate per each day of on-call status.
3. For a fixed holiday on which the Civic Center is closed, pay shall be the dollar equivalent to two and a half (2-1/2) hours at current hourly rate per each day of on-call status.

### **Section 4      Call-Back**

The City may direct a field response by an employee during other than normal working hours for emergency purposes which shall constitute a "call-back", and paid at the rate of one and one-half (1-1/2) times the number of hours worked, with two (2) hours being the minimum for any call-back that requires return to the work site. Call-back time earned shall not be counted as actual time worked for overtime purposes.

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## **ARTICLE 12 – EDUCATION EXPENSES REIMBURSEMENT AND EMPLOYEE LOUNGE UPGRADE**

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### **Section 1**

The City shall provide \$16,000 for MEA to fund the Education Expenses Reimbursement Plan, which is available to employees on paid status or the Association as a group who wish to improve their work performance through furthering their education. The plan provides up to \$1,200 per employee, per fiscal year until this fund is exhausted and is available to all employees who meet the following criteria:

1. Successful completion of probation.
2. A proposed course of instruction or training is related to the employee's employment with the City. The department director has the final authority in determining whether a course or training has job related value. Request must be submitted in writing on appropriate City form prior to taking the course of instruction or training.
3. The reimbursement may be used to cover the required costs, such as tuition, registration, books, and up to \$50 of other materials or supplies considered necessary by the Department Director. In order to be eligible for reimbursement for the full cost of books, the books used in a formal course of education upon completion of the course must be turned over to the employee's department for access by all employees. If the employee wishes to keep books purchased as part of the class requirement, the employee shall only receive one half (1/2) of the purchase price.
4. The course must be passed with a grade "C" or better. If taken on pass/fail or completion basis, employee must complete or pass course(s) taken.
5. The employee must show written documentation of the expenditures being claimed for reimbursement.
6. Reimbursement may be requested for fee-based educational programs to be attended on employee's own time for professional self-development.

Reimbursement under this plan will be made upon completion of the courseware as per part 2 above.

### **Section 2 Reimbursement of Expenses in Maintaining Required Licenses and Permits**

In addition to the funds provided for educational reimbursement, the City shall provide monies to reimburse employees for the actual cost of the certificate or license expenses and any required medical examinations when such certificate or license is required by the City or law in the performance of their duties of their current positions. Claims shall be submitted in writing with proof of costs to the Personnel Department for approval and payment. Class "C" Driver's License expense is not a reimbursable expense.

### **Section 3 Enhancement to Employee Lounge**

City agrees to allocate \$25,000, in total, toward the refurbishment of the kitchen/employee lounge area at City Hall and the Public Works yard. A Steering Committee, comprised of City managers and MEA employees, will oversee the project and its completion.

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## ARTICLE 13 – SERVICE RECOGNITION PAY

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### Section 1

In addition to other compensation paid for the services of employees, service recognition pay shall be paid to employees hired before July 1, 1991 of the City on the following basis:

- A. After five (5) years of continuous and uninterrupted service the sum of \$10.00 per month;
- B. After ten (10) years of continuous and uninterrupted service the sum of \$15.00 per month;
- C. After fifteen (15) years of continuous and uninterrupted service the sum of \$20.00 per month;
- D. After twenty (20) years of continuous and uninterrupted service the sum of \$25.00 per month;
- E. After twenty-five (25) years of continuous and uninterrupted service a sum of \$30.00 per month, which shall be the maximum payable.

Vacation, sick leave, workers' compensation leaves, comp time, suspensions with pay, floating holidays and other approved City paid leaves of absence shall be continuous and uninterrupted time. All unpaid suspensions and approved leaves of 30 days or less shall be continuous and uninterrupted time; those of more than 30 days shall be continuous employment, but interrupted.

In the event an employee ceases to be employed by the City of National City for a reason other than military service or lay-off, all rights to longevity pay shall be forfeited and expired, and if said employee is subsequently re-employed by the City, said employee shall not be entitled to any service recognition pay by reason of any prior employment.

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## ARTICLE 14 – HEALTH AND DENTAL INSURANCE

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### Section 1 Insurance Program Coverage

As a benefit to career full-time employees and, on a pro-rated basis, career part-time employees working 20 hours/week or more in this bargaining unit, the City will provide a combined group insurance program of health and dental coverage. The benefits and limitations of the program are to be designed cooperatively by the Employees' Association, City and program provider. The Employees' Association and City agree to select and implement health insurance programs, which best serve the needs of the employees. The City and Employees Association agree during the term of this 2020-21 MOU to discuss any Employee's Association's concerns with the costs of health care for Employees Association employees.

### Section 2 City Contribution

The City will offer medical and dental benefits to eligible employees. Employees who enroll shall receive a City contribution toward the cost of health and dental coverage as follows:

CITY'S CONTRIBUTION IF DON'T ELECT KAISER HIGH DEDUCTIBLE HEALTH PLAN  
(Kaiser HDHP):

Employee Only	\$527.41/month
Employee +1	\$876.54/month
Employee +2 or more	\$1,227.43/month

CITY'S CONTRIBUTION IF ELECT THE KAISER HIGH DEDUCTIBLE HEALTH PLAN  
(Kaiser HDHP)

Employee Only	\$457.56/month
Employee +1	\$736.80/month
Employee +2 or more	\$1,029.81/month

Effective the first full pay period following City Council approval of this MOU, the City will contribute toward the cost of employee health care at the current contribution level plus \$50 per month. Each plan year thereafter, the City's contribution will equal the previous year's contribution level plus fifty percent (50%) of the premium increase for the lowest cost health and dental plans.

- A. City contribution will discontinue when employee goes on unpaid status for more than 45 calendar days, except as otherwise specified in this agreement or by law. Employees in this status may continue coverage at their own expense.
- B. If the cost of providing this benefit for employees and their dependents exceeds the established City contribution, the employee must pay the excess amount.

### Section 3 Money In Lieu of Coverage

An employee may elect employee only coverage in health and receive the remaining amount of the City's contribution as cash-in-lieu.

### **Section 3 Money In Lieu of Coverage (continued)**

Provided that an employee shows proof of coverage under a non-City sponsored health plan, the employee, during the annual open enrollment, may elect not to participate in a City sponsored health plan and receive \$125/month maximum in lieu of coverage. Effective the first full pay period following City Council approval of this MOU, the amount of maximum in lieu of coverage shall increase to \$175 per month. Any actual savings realized by City during the previous calendar year from MEA employees opting out of City coverage will be calculated in January of each year and re-distributed equally to all MEA employees in the form of an increase of City contribution for health coverage.

### **Section 4 Insurance Broker**

The City agrees to assign Willis Towers Watson as the City's Broker of record to review, recommend and generally assist in the administration of the benefits program.

### **Section 5 Retiree Health Benefit**

- A. Employees covered by this MOU, who retire from the City of National City after July 1, 2002 and before July 1, 2014, and who retire with at least 20 full years of service under the CalPERS Retirement System shall receive \$5/month for each year of PERS Service with the City as the City's contribution towards their medical insurance premium. This contribution shall continue until the retiree qualifies for Medicare.
- B. Effective July 1, 2014, employees covered by this MOU must retire from the City of National City and have 20 full years of pensionable service credit with the City of National City to receive \$10/month for each year of pensionable service with the City as the City's contribution towards their medical premium. Effective for persons retiring after this 2018-2020 MOU is approved by the City Council, employees covered by this MOU must retire from the City of National City and have 20 full years of pensionable service credit with the City of National City to receive \$20/month for each year of pensionable service with the City as the City's contribution towards their medical premium.

This contribution does not entitle the retiree to any particular insurance or to any particular rate. A qualifying retiree may receive these contributions even if not enrolled in a City health plan, so long as the retiree annually provides the City with written proof (e.g. copy of health insurance invoice and payment) that the retiree is using the contributions to pay for health premiums and understands that the retiree is solely responsible for any taxes that might be due as a result of the City's contribution.

Retirees eligible for this benefit are responsible for paying the health insurance premium and the City will forward this benefit amount on a monthly basis directly to the retiree. This benefit will be canceled upon non-payment of premium or otherwise becoming ineligible. The retiree is also responsible for notification to the City of address change and health coverage from another source.

### **Section 6 Health Care**

The City and SEIU are open to the concept of joint discussions for the purposes of identifying a comprehensive solution that is beneficial to the City and SEIU represented employees without harming other City of National City employee groups.

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## ARTICLE 15 – HEALTH & SAFETY RELATED PROGRAMS

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### **Section 1      Smoking Policy**

The Municipal Employees' Association agrees to City No Smoking Policy at the workplace.

### **Section 2      Continuation of Coverage's**

The City agrees to continue its contributions toward health, dental and life insurance coverage for employees who are receiving workers' compensation benefits from the City for a period not to exceed twelve (12) months.

### **Section 3      Premium Payment Program (I.R.S. 125 Plan)**

The City agrees to implement a 125 reimbursement plan to allow pre-tax dollars to be utilized in the payment of employee's portion of medical, dental and insurance premiums, medical expenses and dependent care expenses. The City shall arrange for a plan administrator for dependent care provision of the City's 125 Plan, provided all costs are paid by the employees who participate.

### **Section 4      Employee Assistance Program**

The City shall make available a voluntary Employee Assistance Program (EAP) for psychological assessment, counseling and referral to all employees represented by the Municipal Employees' Association at no cost to the employees, except for referrals out of the basic program. Employees using this program may do so on their own time.

### **Section 5      Hazardous Materials**

The City will provide containment and disposable devices on City vehicles where there is exposure to materials, especially needles that may be harmful.



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## ARTICLE 16 – EMPLOYEE LIFE INSURANCE

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As a benefit to full-time employees in this bargaining unit, the City will provide a group life insurance program. The benefits and limitations of the program are to be designed cooperatively by the Employees' Association and insurance carrier. The City will provide up to \$25,000 Term Life Insurance with Accidental Death and Dismemberment coverage for each employee at no cost to employee. An amount will be paid by the City for each permanent part-time employee in the competitive service that is proportional to the permanent time base of his/her appointment (e.g., a half-time employee will receive half the amount of a full-time employee).

The parties agree to meet and consult within a reasonable period of time before the completion of the current contract between the City and its insurance carrier that provides for Term Life Insurance with Accidental Death and Dismemberment with the purpose of increasing the death benefit amount for employees at no additional cost to the City. The City will attempt to complete this task by soliciting quotes from insurance providers.

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## ARTICLE 17 – SHORT TERM/LONG TERM DISABILITY INSURANCE

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All employees shall continue to participate in the City sponsored Disability Insurance program (STD/LTD) through payroll deduction.

### **Section 1      Cost and Benefits**

Total costs of the program are paid by all employees in the bargaining unit through payroll deductions at the rates set by the established plan. Participation, costs and benefits of the program are subject to the regulations and requirements of the Plan.

### **Section 2      Continuation of Insurance Benefits**

During the period that an employee is receiving benefits from the (STD/LTD) Plan, the City shall continue to pay its share of the Insurance Premiums for Health and Life Insurances with no cash-in-lieu for a period of up to twelve (12) months or until such time as the disability is considered permanent.

### **Section 3      Income Supplement**

Employee receiving STD/LTD benefit may use sick leave, vacation, and other leave accruals to supplement income to an amount no greater than the employee's regular gross monthly pay.

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## ARTICLE 18 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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Consistent with the Government Code of the State of California, employees are local miscellaneous members of the Public Employees' Retirement System and are entitled to optional benefits as indicated in all amendments to the contract between the Board of Administration of PERS and the City Council regarding miscellaneous employees.

The retirement formula for miscellaneous members shall be as follows:

1. Employees hired on or before March 21, 2011 (Tier I):
  - a. Shall pay 8% of reportable compensation to PERS through payroll withholding on a pre-tax basis effective July 1, 2011. Effective retroactive to the first full pay period in July 2018, for persons employed on the date the Council approves this 2018-2020 MOU, employees in Tier I shall contribute 1.0% additional to their pension for a total of 9.0%, 8.0% to the employee contribution rate and 1.0% to the employer contribution rate. Effective the first full pay period in July 2019, employees in Tier I shall contribute a further 1.0% to their pension for a total of 10.0%, 8.0% to the employee contribution rate and 2.0% to the employer contribution rate.
  - b. The retirement formula will include 3% at 60 years of age and the “Single Highest Year” provision.
2. Employees hired on or after March 22, 2011 but before January 1, 2013 (Tier II):
  - a. Shall pay 7% of reportable compensation to PERS through payroll withholding on a pre-tax basis effective July 1, 2011. Effective retroactive to the first full pay period in July 2018, for persons employed on the date the Council approves this 2018-2020 MOU, employees in Tier II shall contribute 1.0% additional to their pension for a total of 8.0%, 7.0% to the employee contribution rate and 1.0% to the employer contribution rate. Effective the first full pay period in July 2019, employees in Tier I shall contribute a further 1.0% to their pension for a total of 9.0%, 7.0% to the employee contribution rate and 2.0% to the employer contribution rate.
  - b. The retirement formula will include 2% at 60 years of age and the “Single Highest Year” provision.
3. Employees hired on or after January 1, 2013:
  - A. New members to the public retirement system as defined by Government Code Section 7522.10(f)(1)(2)(3) (Tier III):
    - a. Shall pay 50% of the normal cost of defined retirement benefit contribution as determined by CalPERS according to the most recently completed valuation period. Effective retroactive to the first full pay period in July 2018, for persons employed on the date the Council approves this 2018-2020 MOU, Tier III employees shall contribute 1.0% in excess of the 50% of the normal cost statutory percentage determined by CalPERS. Effective the first full pay period in July 2019, Tier III employees shall contribute 2.0% in excess of the 50% of the normal cost statutory percentage determined by CalPERS.
    - b. The retirement formula will include 2% at 62 years of age and the “Three Year Averaging” provision.

- B. Classic members as defined by the Public Employees Retirement Law shall be placed in the retirement formula and pay the same reportable compensation to PERS as those employees hired on or after March 22, 2011 (Tier II).
- 4. The formula for determining the average monthly pay rate when calculating retirement benefits shall be reduced from the “Single Highest Year” provision to “Three Year Averaging” as soon as permitted by PERS.

The City agrees to request an actuarial analysis from CalPERS for the purpose of determining difference in the cost to the City for employee paid employee contributions and employee paid employee employer contributions. After receipt of the analysis, the City and MEA agree to reopen discussions on this single issue.

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## ARTICLE 19 – PROVISIONS OF LAW

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This MOU is subject to all future and current applicable Federal or State laws and regulations.

If any part of the provisions of this MOU is in conflict with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected and the NCMEA shall have the right upon request to meet and confer concerning the practical effect of such conflicts on wages, hours or terms and conditions of employment.

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## ARTICLE 20 – EMPLOYEE AND ASSOCIATION RIGHTS

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### Section 1 Employee Rights

Each individual employee shall have the following rights which he/she may exercise in accordance with law, the National City Civil Service Rules and applicable laws, ordinances, rules and regulations:

- A. The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, or to refuse to join or participate in the activities of any employee organization.
- B. The right to pay dues to such employee's organization through regular payroll deduction.
- C. The right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of his/her department head, his/her supervisor, other employees or employee organizations, with respect to membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- D. The right to represent himself/herself individually in his/her employee relations with the City. Whenever a City employee desires to represent himself/herself in consulting with City management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so.
- E. The right to confidentiality of personal information including information provided on the employee's paycheck. It shall be the responsibility of each department to ensure that this right is protected.

### Section 2 Association Rights

- A. The right for the MEA to use City facilities to hold official scheduled meetings.
- B. The right to designate authorized representative who shall have access to work locations and employees subject to department head approval, when such access does not unduly interfere with departmental operations and is in the course of grievance resolution.
- C. The right to post information concerning elections, benefits, notices, reports, programs and promotions.
- D. The right to notice by the City of new employees in this unit.
- E. The Personnel Office shall distribute informational materials provided by the Association to new employees during the in-processing orientation.

## **Section 2 Association Rights (continued)**

- F. The Association may designate one steward from City Hall, one steward from Public Works, one steward from Community Services, one steward from the Library, one steward from Fire, one steward from the Parks Division, one steward from Building & Safety, and one steward from the Police to represent employees from their respective areas in meeting with management on appeals of discipline and formal grievances. The appropriate steward shall request in writing and shall be allowed reasonable time off during duty hours for this purpose, provided the time requested does not substantially impact departmental operations. In the event the steward cannot be released as requested, the supervisor shall provide an alternate time within the next forty-eight (48) hours. Stewards shall be designated in advance by written notice from the MEA to the Human Resources Director and the Steward's Department Director.
- G. The Association shall be allowed the use of the City's intranet for the purposes of Union Communications. As the City Manager's Designee, the Human Resources Director will provide final review and approval of all related content/information.
- H. The Association shall be entitled to hold four (4) one-hour meetings annually.

## **Section 3 Labor Management Committee**

The City and the Association agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter or amend this agreement.

The Committee shall be composed of the president of the Association or his/her designee, a designated representative, and one other member. In addition, the City shall appoint the Director of Human Resources or his/her designee and one other management employee.

Meetings shall be held when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed.

It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations. Therefore, the parties agree to only issue joint statements, when necessary, on the results of the Committee.

The City and the Union agree to refer the Union proposal regarding reclassifications/salary adjustments to the Labor Management committee for resolution.

## **Section 4 Time Off to Vote in Statewide Election**

The City will comply with California Elections Code sections 14000 regarding employees' right to paid time off from work to vote in a State-wide election.

# ARTICLE 21 – WAGE AND SALARY SCHEDULE

## Section 1 Classification and Base Wage Ranges

~~There will be no wage increase during the term of this 7/20 – 12/21 MOU; however, employees employed on the date the City Council approves this 7/20 – 12/21 MOU shall receive a 1-time non-PERSable \$2,000 stipend. Effective retroactive to the first full pay period in July 2018, for persons employed on the date the City Council approves this MOU, the City will increase employees' salary by 3.0%. Effective the first full pay period in July 2019, the city will increase employees' salary by a further 3.0%.~~

CLASSIFICATION TITLE	RANGE
Abandoned Vehicle Abatement Officer	83
Academic Enrichment Programs Coordinator	124
Accountant	121
Accountant Trainee	103
Accounting Assistant	83
Administrative Secretary	92
Alarm Program Coordinator	63
Animal Regulations Officer	98
Assistant Engineer-Civil	146
Assistant Planner	124
Assistant Tree Trimmer	89
Associate Engineer-Civil	159
Associate Planner	135
Building Inspector	128
Building Inspector/Plan Checker	138
Building Trades Specialist	105
Buyer	99
Carpenter	102
Civil Engineering Technician	114
Code Conformance Officer I	113
Code Conformance Officer II	123
Community Development Specialist I	124
Community Development Specialist II	135
Community Services Officer	80
Construction Inspector	123
Crime Analyst	125
Crime Scene Specialist	112
Custodian	59
Electrician	108
Equipment Mechanic	110



<b>CLASSIFICATION TITLE</b>	<b>RANGE</b>
Equipment Operator	101
Executive Chef	84
Executive Secretary	108
Fire Inspector	128
Graffiti Removal Assistant	82
Graffiti Removal Technician	101
Home Delivered Meals Coordinator	60
Home Delivered Meals Driver	47
Housing Assistant	89
Housing Inspector I	116
Housing Inspector II	126
Housing Specialist	122
Junior Engineer-Civil	129
Lead Equipment Mechanic	120
Lead Hazard Control Program Case Manager	110
Lead Hazard Control Program Coordinator	120
Lead Housing Inspector	115
Lead Risk Inspector/Assessor	115
Lead Sampling Technician	86
Lead Tree Trimmer	100
Librarian	124
Librarian (Literacy Services)	124
Library Assistant	63
Library Technician	93
Maintenance Worker	82
Management Analyst Trainee	108
Neighborhood Council Specialist	101
Office Assistant	56
Park Caretaker	80
Park Supervisor	116
Parking Regulations Officer	85
Parks Equipment Operator	101
Permit Technician	92
Planning Technician	104
Plans Examiner	144
Plumber	102
Police Dispatcher	119
Police Dispatch Supervisor	145

<b>CLASSIFICATION TITLE</b>	<b>RANGE</b>
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Police Investigative Aide	105
Police Investigator (Non-sworn)	128
Police Operations Assistant	93
Police Records Clerk	69
Police Records Supervisor	123
Property Agent	136
Property & Evidence Specialist I	92
Property & Evidence Specialist II	112
Property & Evidence Unit Supervisor	123
Purchasing Clerk	83
Recreation Center Supervisor	100
Recreation Supervisor	112
Senior Accounting Assistant	99
Senior Building Inspector	138
Senior Civil Engineering Technician	125123
Senior Code Conformance Officer	133
Senior Construction Inspector	138
Senior Equipment Operator	113
Senior Housing Specialist	132
Senior Librarian	134
Senior Library Technician	99
Senior Office Assistant	69
Senior Park Caretaker	88
Senior Police Dispatcher	140
Senior Traffic Painter	101
Sous Chef	66
Street Sweeper Operator	101
Stop Grant Office Coordinator	92
Storm Water Compliance Inspector	125
Supervising Custodian	71
Traffic Painter	89
Training Coordinator	77
Tree Trimmer	94
Wastewater Crew Chief	110

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## ARTICLE 22 – UNIFORMS

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### Section 1

The City will pay the yearly cost for uniforms and cleaning for those employees required to wear uniforms as follows:

1. **Public Works Employees:** Public Works employees assigned to conduct City related work in the field or custodial work in City facilities shall receive five (5) changes of shirts and pants/shorts per week.
2. **Nutrition Center:** Five (5) changes of shirts and pants/shorts per week.
3. **Police Department positions designated by the Chief of Police:** Five (5) sets of required clothing at hire with necessary replacements during ensuing years, and a cleaning allowance of \$10 per week. The City will also provide reimbursement for required leather accessories to a maximum of \$100 every four (4) years.
4. **Fire Department:** \$650/year allowance will be provided to Fire Inspectors.
5. If employees are required by City Management to wear safety shoes or other specified footgear, the City will provide it. If an employee wishes to have a pair of boots which costs more than the boots being provided by the City, the employee may pay the difference, provided the boots meet safety precautions of the City. The City and MEA/SEIU agrees to form a committee to discuss, evaluate, and make recommendations in good faith regarding the list of City provided safety equipment, including safety shoes/footgear, safety glasses, and any other City provided safety items.

All employees of these departments who are provided uniforms must wear the uniform as provided by the City.

With prior approval from the Department Director, uniforms may include, T-shirts with City and/or Department logo identification. Uniform style and fabric (i.e., cotton vs. polyester, etc.) shall be mutually agreed to between the City and MEA. Upon the written approval of the Department Head, employees shall have the option to wear uniform shorts unless proven to be unsafe for the work being performed.

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## ARTICLE 23 – EQUIPMENT ALLOWANCE

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### Section 1 Tool Replacement Allowance

This article applies only to Equipment Mechanics, who are required to provide their own tools on the job as a condition of employment.

Essential required tools and tool boxes will be replaced by the City in kind if they are lost due to fire, burglary or robbery of the City facility or some other catastrophe or accident not due to the employee's fault or negligence. An inventory of all employees' tools will be taken by the Public Works Director or his/her designee at least once a year to ensure that the employee has all essential tools on hand.

A tool replacement allowance of \$30 per pay period will be paid to the above positions to maintain the essential tools inventory. Failure to maintain the essential tools inventory shall result on loss of tool replacement allowance until such inventory is satisfied.

The parties agree to reopen negotiations on the tool allowance. The scope of negotiations will include review of the appropriate tools needed for the impacted classifications, the list of required tools, the amount of the tool allowance, and the method of reimbursement for the tool allowance.

### Section 2 Safety Glasses and Goggles

Any safety glasses or protective goggles required by the City employees shall be provided at no cost to the employee. Such requirement shall be determined by the department head or the Risk Manager.

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## ARTICLE 24 - WORK DAY, WORK WEEK, PAY PERIOD AND PAY DAY

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### Section 1      Workday

The workday shall normally be eight (8) hours to ten (10) hours in length and the normally scheduled workweek is 40 hours. On request by the employee, the scheduled hours of the workweek may be modified by the department director on an individual basis subject to approval by the City Manager only to the extent that City offices maintain current availability to the public and that the modification does not create overtime pay in any given workweek. In making the determination on the acceptability of modification, the department director will consider the effect of the modification on the department's ability to deliver services efficiently and on a timely basis. Approval of any individual request shall not entitle any other employee of the same modification, and the department director may withdraw approval if the modification creates a hardship for the department.

Call-back and on-call time are excluded from the computation of the hours paid for the purposes of overtime. All work days exceeding five (5) hours length shall include at least a 30-minute period for lunch break without pay with the exception of Police Dispatchers. A maximum of fifteen (15) minutes paid time for rest shall be provided for each four (4) consecutive hours work and may be taken as assigned by the employee's supervisor.

Police Dispatchers shall work four (4) ten (10) hour days per week, including two (2) 17.5 minute rest periods, and one-half (1/2) hour paid lunch break.

- 1) Every effort will be made to have Police Dispatchers receive their paid meal breaks (30 minute break) as circumstances permit but there is no guarantee. Employees are subject to call back from breaks during emergencies and/or when the volume of activity requires such staffing.
- 2) Employees shall not combine two or more rest periods into one rest period, except as approved by the unit's sworn supervisor or Chief of Police during non-routine and/or unexpected circumstances.
- 3) Employees shall not save rest / meal periods to justify shortened work days.

Starting and stopping work times are designated by the department director for the scheduled work day. Employees will be notified of their work hours. When there is a change of work hours of over one (1) hour for more than five (5) consecutive working days, the employee will receive a ten (10) working day notice before such change is made, unless mutually agreed to by the employee and the supervisor.

The department director retains the right to make immediate changes to resolve unforeseen problems, and will provide at least three (3) day notice in such instance, and pay the first two (2) days worked of the change at the overtime rate.

## **Section 2      Workweek**

The workweek shall consist of seven (7) consecutive calendar days beginning on Tuesday at 7:00 a.m. with at least two (2) consecutive days off.

## **Section 3      Pay Period**

Pay period shall consist of fourteen (14) calendar days commencing 07/01/86.

## **Section 4      Pay Day**

Except in the case of unusual and compelling circumstances or an extreme emergency, pay day shall be every other Wednesday. If Wednesday is a fixed holiday, it shall be the previous work day.

## **Section 5      Alternate Work Schedules**

The City and Association agree to implement a 4/10 work schedule. The target turn-on date will be mid-late February, 2006.

The City Manager has the ability to discontinue the 4/10 schedule with thirty days' notice and will meet and confer should such discontinuation be deemed necessary. The City Manager has sole discretion to exempt any position or group of positions from 4/10 in order to fulfill delivery of City services.

The City and MEA will work jointly on the development of an optional flexible workweek schedule program (including a 4/10 option) for Library Department employees. If agreement is reached by the City and MEA, the terms of the flexible workweek schedule program will be incorporated by side letter.

The City and Association agree to incorporate the 9/80 side letter, with the provision that should a 4/10 schedule be unsuccessful the City will revert to the former 9/80 work schedule.

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## ARTICLE 25 – PAY DIFFERENTIALS

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### Section 1 Bilingual Pay

Current employees in designated positions who have successfully completed a Bilingual Performance Evaluation administered by the Human Resources Department or provided other evidence acceptable to the Human Resources Department of their competence, who are regularly required to use their bilingual skills in Spanish, Tagalog or any other second language approved by the Human Resources Director, shall receive a Bilingual pay differential of \$50 per pay period. This differential would be subject to termination, if due to change in assignment or position, the skill is no longer required by the City.

Each Department Director shall recommend the position to receive bilingual pay in writing to the Human Resources Director for approval. Positions receiving bilingual pay shall be reviewed annually by the Human Resources Director and an MEA Representative.

### Section 2 Acting Assignment Pay

Effective the first full pay period in October 2018, for acting assignments where the first day of the acting assignment is on or after October 9, 2018, when an employee is officially assigned to perform the full range of duties of a higher paid classification for a period exceeding forty (40) consecutive hours, such employee shall be compensated with a minimum of five (5) percent above the employee's current base hourly rate starting with the first hour of the assignment. Beginning with the first full pay period after six (6) consecutive months in the acting assignment, the employee shall be compensated with a minimum of ten (10) percent of the employee's base rate. The duration of acting pay assignments shall not exceed one (1) calendar year.

### Section 3 Sign Language Pay

Employees possessing sign language skills may register with the Human Resources Department and be called to use those skills on an on-call basis. Employees who are called shall be paid \$20 per occurrence while on City time and \$30 per occurrence when not on City time.

### Section 4 Shift Differential

Employees shall receive a shift differential of 2.0% of base pay for all hours of their regular shift if \$50 per pay period in which the majority of their regularly scheduled shift is between~~after~~ 10:00 p.m. and ~~before~~ 6:00 a.m. the next day.

### Section 5 Trainer Assignment Pay for Dispatchers

Dispatchers in the Police Department shall receive Trainer Assignment Pay equal to three percent (3%) of base salary when assigned as a trainer for other dispatchers and the training is anticipated to last at least one month. This pay differential will be determined on a daily basis and will not apply to days when the trainer is absent from work or otherwise not engaged in performing the training function.

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## ARTICLE 26 – GRIEVANCE PROCEDURE

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### Section 1 Purpose

The purposes and objectives of the grievance procedure are to:

- A. assure just treatment of all employees and promote harmonious relations among employees, supervisors and management;
- B. encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary; and
- C. resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar complaints.

### Section 2 Reviewable and Non-Reviewable Grievances

To be reviewable under the procedure, a grievance must:

- A. concern matters or incidents that have occurred directly to the grievant and grievance is presented to immediate supervisor within thirty (30) calendar days; and
- B. result from an act or omission by management in violation of this MOU, other official City policies, rules and regulations or Council resolutions relating to employer-employee relations; and
- C. arise out of a specific situation, act or acts complained of as being violated which resulted in inequity or damage to the employee; and
- D. specify the provision allegedly violated and the relief sought.

A grievance is not reviewable under this procedure if it is a matter which:

- A. is reviewable under, or is subject to some other administrative procedure and/or Personnel rules and regulations of the City, such as:
  - 1. applications for changes in title, job classification, or salary;
  - 2. appeals arising from termination of employment during probationary period.
- B. would require a change in prevailing ordinances, resolutions, or contracts or to circumvent existing avenues of relief where appeal procedures have been prescribed;
- C. would require the “meet and confer” process for desired change.



### **Section 3 Determination of Reviewability**

Once a formal written grievance is received by the Department Director, it shall be reviewed by the Human Resources Director as to whether it is a grievable issue. Such determination shall be final unless the Association is not in agreement, then the final determination shall be made by the City Attorney.

### **Section 4 Consolidation of Grievances**

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievance shall, whenever possible, be handled as a single grievance.

- A. **Settlement.** Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if the grievant party fails to present the matter to a higher authority within the prescribed period of time. No settlement to any grievance shall be considered precedential or bind the Association to any interpretation of this agreement, rules, regulations or policies of the City or Department without the Association's express written consent.
- B. **Reprisal.** The grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal by the grievant's supervisor, superior or department head, provided the employee observes the provisions of this grievance procedure.

### **Section 5 Grievance Procedure**

The following procedure shall be followed by a grievant submitting a grievance:

1. **Step One: Discussion with Supervisor.** The grievant shall orally present the grievance to the employee's supervisor within thirty (30) calendar days after the grievant knows or reasonably should have known the event or events on which the grievance is based. Within fifteen (15) calendar days, the supervisor shall give a decision to the grievant orally. Any agreement between the grievant and the supervisor shall be subject to the approval of the Department Director before it shall be deemed to "settle" the grievance.
2. **Step Two: Written Grievance to Department Director.** If the grievant and supervisor cannot reach an agreement as to a solution of the grievance or the grievant has not received a decision within fifteen (15) calendar day limit, the grievant may within fifteen (15) calendar days present the grievance in writing to the Department Director. The Director shall hear the grievance and give written decision to the grievant within fifteen (15) calendar days after receiving the grievance.
3. **Step Three: Grievance to City Manager.** If the grievant and the Department Director cannot reach an agreement as to the solution of the grievance or the grievant has not received a decision from the Director within the fifteen (15) calendar day limit, the grievant may within fifteen (15) calendar days present the grievance in writing to the City Manager. The City Manager shall hear the grievance and give a written decision to the grievant within fifteen (15) calendar days after receiving the grievance. The City Manager may designate another executive employee or a non-employee of his choosing to act on his behalf.

## Section 5 Grievance Procedure (continued)

At the hearing before the City Manager or his/her designee, the grievant may be represented by an Association representative, or an attorney, and may produce on their behalf, relevant oral or documentary evidence. Witnesses may be permitted. The hearing need not be conducted according to the technical rules relating to evidence and witness. The parties may submit opening briefs to the City Manager (or designee) at the commencement of the hearing. Unless otherwise agreed to by the parties, closing briefs will not be permitted. The parties have the right to present a closing argument to the City Manager (or designee) after both parties rest their case. A record of the proceedings shall be maintained, with transcripts to be made available at cost to the grievant. The City Manager (or designee) shall thereafter make written findings of fact and a disposition of the grievance. The decision of the City Manager (or designee) shall be final.

## Section 6 Special Provisions of the Grievance Procedure

- A. Grievances may be initiated only by a grievant.
- B. **Prompt Presentation.** The employee shall discuss the grievance with the employee's immediate supervisor promptly within thirty (30) days after the act or omission of management causing the alleged grievance.
- C. **Prescribed form.** The written grievance shall be submitted on a form prescribed by the City for this purpose. Departments shall maintain an adequate supply of such forms.
- D. **Employee Representative.** The employee may be self represented or may choose someone as a representative at any step of this grievance procedure.
- E. **Statement of Grievance.** The grievance shall contain a statement of:
  - 1. Specific situation, act or acts complained of as violation of this Agreement, or written rules, regulations or policies;
  - 2. The damage suffered by the employee; and
  - 3. The relief sought.
- F. A grievance may be discussed and processed on City time, except that no overtime, or additional compensation shall be allowed if the proceedings extend beyond the employee's or representative's workday or workweek. The employee and representative shall cooperate with the Department in such a manner that there will be a minimum of interference with the normal operations of the Department's work.
- G. **Extension of Time.** The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved.

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## ARTICLE 27 – MANAGEMENT RIGHTS

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Except--and only to the extent--that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the CITY has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the CITY shall include, but not be limited to the right:

To determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce reasonable dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; to modify shift work time of a classification or position, when such modification will aid the City in its delivery of services to the public; determine the content and intent of job classifications; approve or disapprove secondary employment held by departmental employees; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Those inherent managerial functions, prerogatives and policy making right whether listed above or not which the CITY has not expressly modified or restricted by a specific provision of this Agreement shall be carried out in accordance with applicable Civil Service Rules.

In exercising these rights the City shall comply with all applicable provisions of this MOU and all applicable laws. The exercise of said rights shall not preclude employees or their representatives from meeting and conferring as required by law with City management representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. Such meeting and conferring shall take place prior to implementation except in case of emergency or unforeseen circumstance. In the event of emergency or unforeseen circumstance the City will meet and confer with NCMEA as soon as possible after implementation.

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## ARTICLE 28 – OBLIGATION TO SUPPORT

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### Section 1

The parties agree that subsequent to the execution of this MOU and during the period of time said MOU is pending before the City Council for action, neither the NCMEA, nor management, nor their authorized representatives, will appear before the City Council or meet individually or privately with said members of the City Council, to advocate any amendment, deletion or addition to the terms and conditions of this MOU. It is further understood that this Article shall not preclude the parties from appearing before the City Council to advocate or urge the adoption and approval of this MOU in its entirety.

### Section 2

During the term of this MOU, NCMEA, its officers, agents and members agree that they shall neither engage in, nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work.

### Section 3

During the term of this MOU, if an employee participates in any manner in any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work or participates in any manner in any picketing other than informational or impediment to work in support of any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work or induces other employees of the City to engage in such activities, such employee shall be subject to any action or remedy legally available to the City.

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## ARTICLE 29 – AGREEMENT, MODIFICATION, WAIVER

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- A. This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded, or terminated in their entirety.
- B. No agreement, alteration, understanding, variation, waiver of modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all parties and approved by the City Council.
- C. The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcements of all of its terms and provisions.
- D. The provisions of this MOU shall not be revised during the term of this MOU without mutual written approval of the parties except as set out in Article 19 of this MOU, or in the event that the City determines that a citywide lay-off is necessary.

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## ARTICLE 30 – DURATION OF MEMORANDUM OF UNDERSTANDING

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This MOU shall be effective July 1, 202018 and shall remain in full force and effect until December 31, 2021~~June 30, 2020~~, ~~with its terms continuing in effect thereafter and from year to year thereafter~~, until a successor agreement is agreed to and approved, or impasse proceedings are completed.

Both parties mutually agree to begin a good faith meet and confer process for the successor MOU by September 1, 2021~~March 1, 2020~~, and strive to complete negotiations and have a successor MOU approved by December 31, 2021 ~~by June 15, 2020~~. ~~Should the City or NCMEA be unable to reach agreement on a new MOU by June 15, 2020, the City or NCMEA may declare impasse, as outlined in the Employer-Employee Relations Policy, so that negotiations may be completed before the expiration of this MOU.~~

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## ARTICLE 31 – DEFINITIONS

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Refer to definitions contained in the Civil Service Rules.

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE  
CITY OF NATIONAL CITY AND THE NATIONAL CITY MUNICIPAL  
EMPLOYEES’ ASSOCIATION (“NCMEA”)**

**WHEREAS**, the labor agreement between the City of National City and the National City Municipal Employees’ Association (“NCMEA”) expired on June 30, 2020; and

**WHEREAS**, City representatives began meeting and conferring in good faith with NCMEA Representatives in April 2020, for the purpose of negotiating a successor agreement; and

**WHEREAS**, on June 30, 2020, NCMEA membership voted to ratify the terms of an 18-month Agreement, from July 1, 2020 to December 31, 2021 as set forth by the negotiating teams.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby approves an 18-month Memorandum of Understanding between the City of National City and the National City Municipal Employee’s Association for the period of July 1, 2020 through December 31, 2021.

**PASSED and ADOPTED this 4th day of August, 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 approving a one-time non-PERSable \\$2,000 stipend to the members of the Executive, Management, and Confidential Groups. \(Human Resources\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving a one-time non-PERSable \$2,000 stipend to the members of the Executive, Management, and Confidential Groups.

**PREPARED BY:** Robert J. Meteau Jr.

**DEPARTMENT:** Human Resources

**PHONE:** 336-4308

**APPROVED BY:** 

**EXPLANATION:**

The proposed action seeks to grant a stipend to members of the Executive, Management, and Confidential Groups in the form of a one-time non-PERSable \$2,000 stipend. This one-time stipend, to be provided after Council approval, does not increase or in any way effect the City's unfunded pension liability, nor does it have any other long term fiscal implications.

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

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

The fiscal impact is projected to be \$94,000, the cost of which will be paid out of the adopted budgets of each employee's funding department/funding source.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the resolution approving a one-time non-PERSable \$2,000 stipend to the members of the Executive, Management, and Confidential Groups.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A ONE-TIME NON-PERSABLE \$2,000 STIPEND TO THE MEMBERS  
OF THE EXECUTIVE, MANAGEMENT AND CONFIDENTIAL GROUPS**

**WHEREAS**, staff seeks approval of a stipend to members of the Executive, Management, and confidential groups in the form of a one-time non-PERSable \$2,000; and

**WHEREAS**, this one-time stipend, to be provided after City Council's approval, does not increase or in any other way effect the City's unfunded pension liability nor does it have any other long term fiscal implications.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes a one-time non-PERSable \$2,000 stipend for members of the Executive, Management, and Confidential Groups.

**PASSED and ADOPTED this 4th day of August, 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 approving the addition of Deputy City Clerk to the Management Employee Group Salary Schedule. \(Human Resources\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving the addition of Deputy City Clerk to the Management Employee Group Salary Schedule.

**PREPARED BY:** Robert J. Meteau Jr.

**DEPARTMENT:** Human Resources

**PHONE:** 336-4308

**APPROVED BY:** 

**EXPLANATION:**

At its June 16, 2020 meeting, the City Council approved amending the City Clerk compensation in preparation of the election of a new City Clerk on November 3, 2020. With that approval, the roles of elected City Clerk and Records Manager will once again be separated, with the City Clerk retaining those duties as outlined by state and local statute, and reverting to a part-time position. The role of Records Manager will be delegated to a new Deputy City Clerk position, which will be a full-time position responsible for the proper handling of City records, preparation of City Council minutes, preparing and conducting elections, and other essential duties, including acting as City Clerk in their absence. On July 8, 2020, the City of National City Civil Service Commission unanimously approved a request to approve the class specification of Deputy City Clerk.

With this Council action, staff seeks to place the Deputy City Clerk in the management employee group salary schedule. The proposed salary band for Deputy City Clerk is: \$3,964.40 to \$7,848.23 per month.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

There is no fiscal impact associated with this action. Personnel costs were incorporated within the City Clerk Department personnel budget adopted by the City Council at its meeting of June 16, 2020.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the resolution approving the addition of Deputy City Clerk to the Management Employee Group Salary Schedule.

**BOARD / COMMISSION RECOMMENDATION:**

On July 8, 2020, the City of National City Civil Service Commission unanimously approved the request to approve the class specification of Deputy City Clerk.

**ATTACHMENTS:**

Management Employee Group Salary Schedule  
Resolution

MANAGEMENT EMPLOYEE GROUP SALARY SCHEDULE

<b>POSITION TITLE</b>	<b>SALARY BAND (MONTHLY)</b>	<b>SALARY BAND (ANNUAL)</b>
Asst Director of PW/Engineering	\$ 4,594.04 – \$ 11,846.99	\$ 55,128.48 – \$ 142,163.88
Battalion Chief	\$ 5,316.96 – \$ 10,746.90	\$ 63,803.52 – \$ 128,962.80
Building Official	\$ 7,087.16 – \$ 10,539.12	\$ 85,045.92 – \$ 126,469.44
Community Development Manager	\$ 7,287.50 – \$ 10,047.88	\$ 87,450.00 – \$ 120,574.56
Community Development Specialist III	\$ 4,465.78 – \$ 8,897.39	\$ 53,589.36 – \$ 106,768.68
Deputy City Attorney	\$ 6,841.11 – \$ 10,033.63	\$ 82,093.32 – \$ 120,403.56
Deputy City Clerk	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Deputy Director of Human Resources	\$ 7,287.50 – \$ 10,047.88	\$ 87,450.00 – \$ 120,574.56
Equipment Maint Supervisor	\$ 3,229.82 – \$ 8,551.09	\$ 38,757.84 – \$ 102,613.08
Facilities Maint Supervisor	\$ 3,229.82 – \$ 7,268.49	\$ 38,757.84 – \$ 87,221.88
Financial Services Officer	\$ 4,174.28 – \$ 9,985.04	\$ 50,091.36 – \$ 119,820.48
Housing Programs Manager	\$ 4,255.90 – \$ 9,339.89	\$ 51,070.80 – \$ 112,078.68
Information Technology Manager	\$ 4,279.22 – \$ 10,235.15	\$ 51,350.64 – \$ 122,821.80
Management Analyst I	\$ 3,116.72 – \$ 6,165.46	\$ 37,400.64 – \$ 73,985.52
Management Analyst II	\$ 3,542.31 – \$ 7,006.85	\$ 42,507.72 – \$ 84,082.20
Management Analyst III	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Neighborhood Council Coordinator	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Neighborhood Services Manager	\$ 3,229.82 – \$ 8,551.09	\$ 38,757.84 – \$ 102,613.08
<i>Nutrition Program Manager</i>	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
Park Superintendent	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
PIO/Mgmt Analyst III	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76

MANAGEMENT EMPLOYEE GROUP SALARY SCHEDULE

<b>POSITION TITLE</b>	<b>SALARY BAND (MONTHLY)</b>	<b>SALARY BAND (ANNUAL)</b>
Police Captain	\$ 5,410.24 – \$ 13,720.67	\$ 64,922.88 – \$ 164,648.04
Police Support Services Manager	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Principal Civil Engineer	\$ 7,795.88 – \$ 10,539.12	\$ 93,550.56 – \$ 126,469.44
Principal Librarian	\$ 3,766.18 – \$ 8,604.96	\$ 45,194.16 – \$ 103,259.52
Principal Planner	\$ 4,465.78 – \$ 8,897.39	\$ 53,589.36 – \$ 106,768.68
Project Officer	\$ 4,465.78 – \$ 8,897.39	\$ 53,589.36 – \$ 106,768.68
Purchasing Agent	\$ 4,255.90 – \$ 9,339.89	\$ 51,070.80 – \$ 112,078.68
Recreation Superintendent	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
Risk Manager	\$ 4,174.28 – \$ 9,981.19	\$ 50,091.36 – \$ 119,774.28
Senior Accountant	\$ 3,264.80 – \$ 7,489.10	\$ 39,177.60 – \$ 89,869.20
Special Assistant to the Mayor	\$ 3,542.31 – \$ 7,006.85	\$ 42,507.72 – \$ 84,082.20
Street Maintenance Supervisor	\$ 3,229.82 – \$ 7,268.49	\$ 38,757.84 – \$ 87,221.88
Street & Wastewater Maint Superintendent	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
Traffic Engineer	\$ 6,056.20 – \$ 10,235.15	\$ 72,674.40 – \$ 122,821.80
Wastewater Supervisor	\$ 3,229.82 – \$ 7,268.49	\$ 38,757.84 – \$ 87,221.88

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING THE ADDITION OF DEPUTY CITY CLERK TO THE MANAGEMENT  
EMPLOYEE GROUP SALARY SCHEDULE**

**WHEREAS**, during the June 16, 2020 City Council Meeting, City Council approved amending the City Clerk compensation in preparation of the election of a new City Clerk on November 3, 2020; and

**WHEREAS**, with the approval from City Council, the roles of elected City Clerk and Records Manager will once again be separated, with the City Clerk retaining those duties as outlined by state and local statute, and reverting to a part-time position; and

**WHEREAS**, the role of Records Manager will be delegated to a new Deputy City Clerk position, which will be a full-time position responsible for the proper handling of City records, preparation of City Council minutes, preparing and conducting elections, and other essential duties, including acting as City Clerk in their absence; and

**WHEREAS**, on July 8, 2020, the City of National City Civil Service Commission unanimously approved a request to establish the class specification of Deputy City Clerk; and

**WHEREAS**, the proposed salary band for Deputy City Clerk is \$3,964.40 to \$7,848.23 per month; and

**WHEREAS**, City Staff recommends that the Deputy City Clerk position is placed on the Management Employee Group salary schedule.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby approves the addition of a Deputy City Clerk to the Management Employee Group Salary Schedule.

**PASSED and ADOPTED this 4th day of August, 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 approving the addition of Part-Time Call Taker to the Part-Time and Seasonal Positions Salary Schedule \(hourly rate\) pt135: \\$19.88 - \\$24.17. \(Human Resources\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving the addition of Part-Time Call Taker to the Part-Time and Seasonal Positions Salary Schedule (hourly rate) pt135: \$19.88 - \$24.17.

**PREPARED BY:** Robert J. Meteau Jr.

**DEPARTMENT:** Human Resources

**PHONE:** 336-4308

**APPROVED BY:**



**EXPLANATION:**

In order to address the current and future workload challenges associated with the Police Department's Communication Center and increase organizational flexibility while maintaining operational efficiency, staff seeks to add four (4) Part-time Call Taker positions. The new Mobile Cell Phone Text to 911 feature together with the increasing volume of phone calls into at the Communications Center has added to the current staffing challenges. The addition of this classification is the entry level position and will allow the Police Department to provide career opportunities and have a potential recruiting tool towards becoming a full-time dispatcher, and maximize the deployment of dispatchers.

On July 8, 2020, the City of National City Civil Service Commission unanimously approved a request to approve the class specification of Part-Time Call Taker.

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

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

Fiscal Impact:

Four (4) Part-time Call Taker positions with an hourly range pt135 \$19.88 - \$24.17, \$81,000 annually.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the resolution approving the addition of Part-Time Call Taker to the Part-Time and Seasonal Positions Salary Schedule.

**BOARD / COMMISSION RECOMMENDATION:**

On July 8, 2020, the City of National City Civil Service Commission unanimously approved the request to approve the class specification of Part-Time Call Taker.

**ATTACHMENTS:**

Part-Time and Seasonal Positions Salary Schedule Resolution

PART-TIME and SEASONAL POSITIONS SALARY SCHEDULE

<b>POSITION TITLE</b>	<b>SALARY RANGE</b>	<b>HOURLY SALARY</b>
Aquatics Manager	pt100	\$14.66 – \$17.81
Call Taker	pt135	\$19.88 - \$24.17
Cashier	pt090	\$13.02 – \$15.83
Dishwasher	pt090	\$13.02 – \$15.83
Equipment Service Trainee	pt090	\$13.02 – \$15.83
Food Services Worker	pt068	\$10.74 – \$13.06
Kitchen Aide	pt090	\$13.02 – \$15.83
Librarian	pt160	\$24.94 – \$30.31
Library Assistant	pt099	\$14.54 – \$17.68
Library Clerk (Grant Funded)	pt090	\$13.02 – \$15.83
Library Technician	pt124	\$18.04 – \$21.93
Lifeguard/Swim Instructor	pt079	\$11.83 – \$14.38
Management Intern (Graduate)	N/A	\$20.00
Management Intern (Undergraduate)	N/A	\$15.00
Office Aide	pt080	\$11.93 – \$14.50
Police Cadet	pt090	\$13.02 – \$15.83
Police Dispatcher	pt156	\$24.04 – \$29.21
Police Records Clerk	pt099	\$14.54 – \$17.68

PART-TIME and SEASONAL POSITIONS SALARY SCHEDULE

<b>POSITION TITLE</b>	<b>SALARY RANGE</b>	<b>HOURLY SALARY</b>
Property & Evidence Specialist I	pt127	\$18.53 – \$22.53
Recreation Aide	pt090	\$13.02 – \$15.83
Recreation Leader I	pt068	\$10.74 – \$13.06
Recreation Leader II	pt069	\$10.82 – \$13.16
Recreation Leader III	pt079	\$11.83 – \$14.38
Recreation Specialist	pt074	\$11.33 – \$13.76
Seasonal Park Aide	pt089	\$12.93 – \$15.72
Senior Library Technician	pt129	\$18.88 – \$22.95
Senior Lifeguard	pt089	\$12.93 – \$15.72
Stock Clerk/Storekeeper	pt090	\$13.02 – \$15.83
Student Worker	pt090	\$13.02 – \$15.83

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING THE ADDITION OF PART-TIME CALL TAKER TO THE PART-TIME  
AND SEASONAL POSITIONS SALARY SCHEDULE (HOURLY RATE)  
PT135: \$19.88 - \$24.17.**

**WHEREAS**, to address the current and future workload challenges associated with the National City Police Department’s Communication Center and increase organizational flexibility while maintaining operational efficiency, City Staff recommends the addition of four (4) Part-time Call Taker positions; and

**WHEREAS**, the new Mobile Cell Phone Text to 911 feature together with the increasing volume of phone calls to the Communication Center has increased the current staffing challenges; and

**WHEREAS**, the addition of this classification is an entry level position and will allow the National City Police Department to provide career opportunities and have a potential recruiting tool towards becoming a full-time dispatcher, and maximize the deployment of dispatchers; and

**WHEREAS**, on July 8, 2020, the City of National City Civil Service Commission unanimously approved the requested addition to the class specification of Part-Time Call Taker.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby approves the addition of Part-Time Call Taker position to the Part-Time and Seasonal Positions Salary Schedule (hourly rate) pt135: \$19.88 - \$24.17.

**PASSED and ADOPTED this 4th day of August, 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: [National City Sales Tax Update Newsletter – First Quarter 2020. \(Finance\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

National City Sales Tax Update Newsletter – First Quarter 2020

**PREPARED BY:** Mark Roberts, Finance Director

**PHONE:** 619-336-4330

**DEPARTMENT:** Finance

**APPROVED BY:** Mark Roberts

**EXPLANATION:**

National City has an ongoing contract with Hinderliter, de Llamas & Associates (HdL) to provide sales tax consulting/auditing services. Staff meets quarterly with a representative of HdL to review sales tax results and trends within the City and State-wide.

Attached is the “National City Sales Tax Update” newsletter for the first quarter of calendar year 2020, which summarizes sales tax data for the period.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**  
NA

**APPROVED:** Mark Roberts **FINANCE**

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

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Accept and file the report.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

National City Sales Tax Update Newsletter – First Quarter 2020

# Q1 2020



# National City Sales Tax *Update*

Second Quarter Receipts for First Quarter Sales (January - March 2020)

## National City In Brief

National City's receipts from January through March were 16.3% below the first sales period in 2019 but the decline was exaggerated by the Governor's recent Executive Order allowing some businesses an extra 90-days to file their tax return amidst the pandemic. Absent this aberration, results were down 1.5%.

Most general consumer goods retailers, and particularly department stores, declined as the March 19 statewide shutdown order went into effect at the tail end of the quarter.

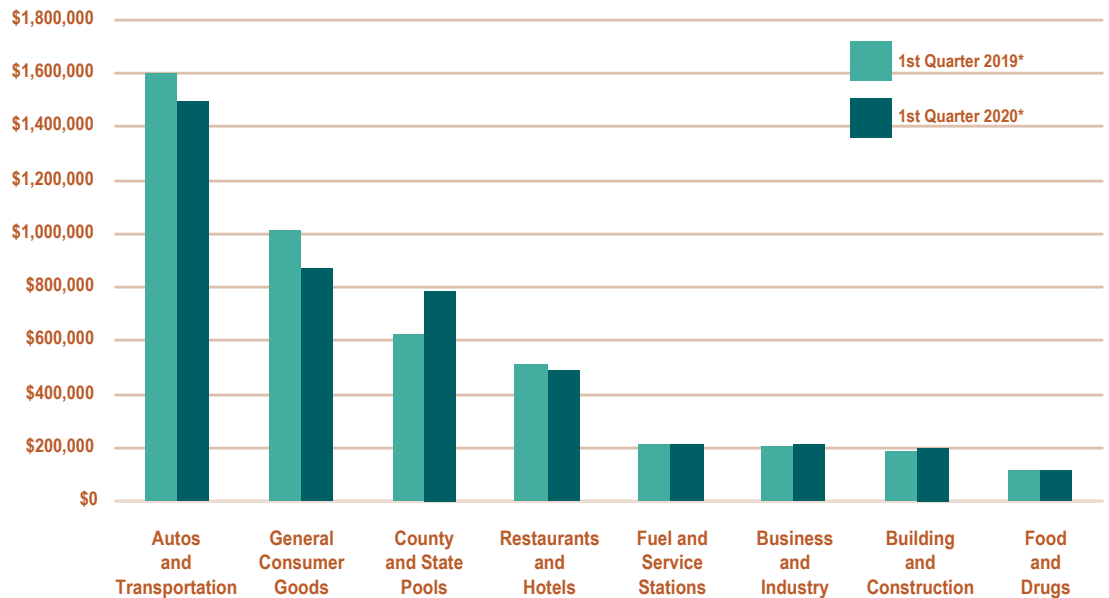
New car sales fell as consumers shied away from making major purchases. Restaurants were also lower after dining rooms were closed, though several partial payments magnified the loss.

Conversely, allocations from the countywide use tax pool surged 27% after a recent legislative change allowing the taxation of additional internet sales that had previously gone untaxed.

Voter approved Measures D added an additional \$2,577,000 to these amounts, after adjusting for identified payment aberrations.

Net of aberrations, taxable sales for all of San Diego County declined 4.0% over the comparable time period; the Southern California region was down 4.1%.

## SALES TAX BY MAJOR BUSINESS GROUP



\*Allocation aberrations have been adjusted to reflect sales activity

### TOP 25 PRODUCERS

IN ALPHABETICAL ORDER

ABC Supply Co	Perry Ford
Arco AM PM	Probuild Company
Ball Mitsubishi	Ron Baker Chevrolet
Chick Fil A	Ross
Frank Hyundai	South Bay Volkswagen
Frank Subaru	South County Buick GMC
Frank Toyota	T Mobile
In N Out Burger	Target
JC Penney	USA Gasoline
Macys	Walmart Supercenter
Mossy Nissan	Wescott Mazda
National City Gas & Carwash	Westair Gases & Equipment
Perry Chrysler Dodge Jeep Ram	

### REVENUE COMPARISON

Three Quarters – Fiscal Year To Date (Q3 to Q1)

	2018-19	2019-20
Point-of-Sale	\$12,635,059	\$11,723,145
County Pool	1,978,098	2,469,957
State Pool	6,656	6,729
<b>Gross Receipts</b>	<b>\$14,619,813</b>	<b>\$14,199,832</b>
<b>Measure D</b>	<b>\$9,465,295</b>	<b>\$9,227,326</b>



**Statewide Results**

With stay at home/non-essential business restrictions in place during the last two weeks of the quarter, local one cent tax revenues for the state overall, were 18.8% lower than January to March of 2019. Taxpayer relief programs accounted for much of the decline with receipts down roughly 3.1% after factoring for payment deferrals and other accounting anomalies.

Severe drops in auto sales, general consumer goods, service stations and restaurants were largely offset by new revenue from implementation of the Wayfair v. South Dakota decision that now requires out-of-state retailers to collect and remit Californian's sales and use tax. Other offsets included a surge in online shopping that boosted receipts from the county use tax allocation pools and from online retailers who maintain and ship their inventory from within California.

The food/drug sector also showed strong gains as did many home supply, dollar and discount stores that remained open during the shutdown.

**New Challenges & Opportunities**

Current indicators suggest that overall tax receipts for the April thru June sales period will bottom out at 27% below the second quarter of 2019. The speed of the rebound in sales activity will be dependent on the availability of adequate testing, treatment therapies and ultimately a vaccine. Until then, physical distancing, COVID-19 protocols and supply chain disruptions will create limitations on some operating capacities and the return to work of all employees. Health fears, discounts and liquidation sales may also keep sales tax revenues below pre-pandemic levels until solutions are in place.

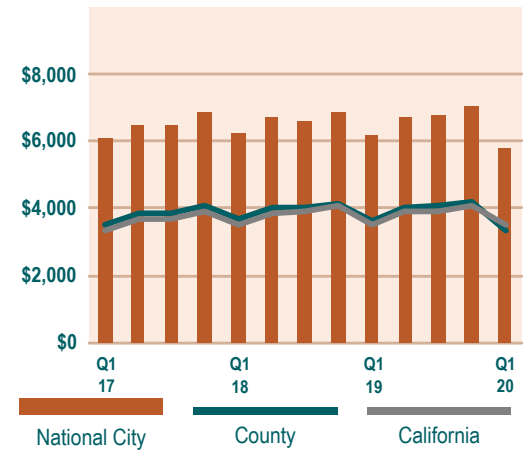
Regardless of when full recovery does occur, reports are that some elements of the economy will be permanently altered. Generation of future tax revenues may require rethinking of local economic strategies.

Over expansion, excessive debt and consumer shifts to online shopping were already resulting in bankruptcies with estimates of up to 25,000 brick-and-mortar store closings by the end of 2020. "Touch and feel" shopping is not going away but retailers see an evolution where in-store shopping is more leisure/recreational oriented with smaller stores offering more show-rooming and delivery/pick-up services. The smaller footprints and lifestyle emphasis offer opportunities to reinstate downtowns and neighborhood centers as economic/social gathering places.

The Pandemic's capture of new online customers and the growing trend of manufacturers and entrepreneurs with new concepts to bypass physical stores and sell directly to the consumer also expands options for agencies without large market populations to generate sales tax through industrial development.

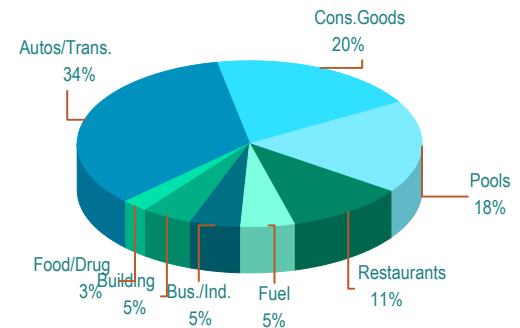
Finally, the Pandemic's disruption of supply chains has also accelerated growing dissatisfaction with overseas arrangements and some reshoring will occur which offers opportunities to leverage a city's existing business base to attract compatible support industries.

**SALES PER CAPITA\***



\*Allocation aberrations have been adjusted to reflect sales activity

**REVENUE BY BUSINESS GROUP**  
National City This Quarter\*



\*Allocation aberrations have been adjusted to reflect sales activity

**NATIONAL CITY TOP 15 BUSINESS TYPES\*\***

Business Type	*In thousands of dollars			
	National City Q1 '20*	Change	County Change	HdL State Change
Auto Lease	138.4	11.0%	0.1%	1.6%
Automotive Supply Stores	52.1	-4.8%	-10.0%	-9.5%
Building Materials	171.1	15.7%	-0.5%	3.0%
Casual Dining	166.7	-12.1%	-18.2%	-18.8%
Department Stores	84.0	-30.8%	-31.6%	-34.6%
Discount Dept Stores	—	CONFIDENTIAL	3.8%	3.2%
Drugs/Chemicals	—	CONFIDENTIAL	6.7%	0.0%
Electronics/Appliance Stores	72.6	-22.7%	-18.5%	-18.0%
Family Apparel	164.4	-10.7%	-21.4%	-21.1%
New Motor Vehicle Dealers	1,099.9	-7.9%	-10.4%	-10.6%
Quick-Service Restaurants	277.0	1.7%	-9.1%	-8.5%
Service Stations	216.0	0.7%	-8.9%	-9.5%
Shoe Stores	55.2	-20.6%	-21.5%	-25.5%
Specialty Stores	68.6	-13.9%	-10.6%	-10.1%
Used Automotive Dealers	116.9	-13.8%	-15.2%	-12.7%
<b>Total All Accounts</b>	<b>3,609.0</b>	<b>-6.2%</b>	<b>-8.0%</b>	<b>-7.3%</b>
<b>County &amp; State Pool Allocation</b>	<b>790.1</b>	<b>27.3%</b>	<b>19.3%</b>	<b>22.4%</b>
<b>Gross Receipts</b>	<b>4,399.1</b>	<b>-1.5%</b>	<b>-4.0%</b>	<b>-3.0%</b>

\*\* Accounting aberrations such as late payments, fund transfers, and audit adjustments have been adjusted to reflect the quarter in which the sales occurred.

The following page(s) contain the backup material for Agenda Item: [Warrant Register #47 for the period of 5/7/20 through 5/19/20 in the amount of \\$2,031,999.49. \(Finance\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #47 for the period of 5/13/20 through 5/19/20 in the amount of \$2,031,999.49.  
(Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period 5/13/20 - 5/19/20. 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 RCS	347577	147,379.98	Nextgen RCS Shared Backbone
Dick Miller Inc	347584	61,011.52	Paradise Creek WQ&C Enh
Geosyntec Consultants	347588	182,679.92	On-call Project Support Services
Portillo Concrete Inc	347602	225,380.77	Pal Avenue Road
WSP Usa Inc	347628	60,304.96	Focused General Plan Update / Eng

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

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

**MIS**

Warrant total \$2,031,999.49.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,031,999.49.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 47



**WARRANT REGISTER # 47  
5/19/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	STATION UNIFORMS / PD	347536	5/18/20	1,352.43
CEB	LEGAL PUBLICATION AUTO UPDATES/CAO	347537	5/18/20	192.12
CITY OF SAN DIEGO	AED SERVICE LEVEL AGREEMENT	347538	5/18/20	325.00
DAY WIRELESS SYSTEMS	RADIO REPAIR / PD	347539	5/18/20	523.70
FROGGY'S FOG. LLC	TRAINING SMOKE / FIRE	347540	5/18/20	310.10
GOLDEN RULE CREATIONS	UNIFORM PATCHES	347541	5/18/20	751.08
KNOX SERVICES	COURT FILING SERVICE / CAO	347542	5/18/20	79.75
LASER TECHNOLOGY INC	SPEED GUNS	347543	5/18/20	4,358.25
LASHBROOK, A	REIMB: LASHBROOK/NENA MEMBERSHIP / PD	347544	5/18/20	186.50
MATTHEW BENDER & COMP INC	LEGAL PUBLICATION UPDATES/CAO	347545	5/18/20	220.87
MOTOROLA SOLUTIONS INC	PORTABLE RADIO	347546	5/18/20	18,829.60
OFFICE SOLUTIONS BUSINESS	MOP 25003 SUPPLIES COVID PD	347547	5/18/20	2,885.19
PRO BUILD COMPANY	MOP 45707, FIRE CHARGES	347548	5/18/20	62.46
PRUDENTIAL OVERALL SUPPLY	MOP 45742, FIRE CHARGES	347549	5/18/20	50.00
ROGUE FITNESS	GYM EQUIPMENT	347550	5/18/20	4,156.74
SEGAL	REIMB: SEGAL ATAP FEB 2020 / PD	347551	5/18/20	20.00
SIRCHIE FINGER PRINT	P&E SUPPLIES / PD	347552	5/18/20	1,882.61
SMART SOURCE OF CALIFORNIA LLC	MOP 63845, FIRE CHARGES	347553	5/18/20	83.60
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	347554	5/18/20	3,362.94
TECHNOLOGY INTEGRATION GROUP	MIS SUPPLIES FOR EQUIP	347555	5/18/20	1,207.13
THE COUNSELING TEAM	PERSONNEL COUNSELING	347556	5/18/20	450.00
THOMSON REUTERS WEST	LEGAL PUBLICATION UPDATES / CAO	347557	5/18/20	3,865.22
TINOSA INC	AIR SAMPLES & REPAIR / PW	347558	5/18/20	671.75
U S BANK	CREDIT CARD EXPENSES / POLICE	347559	5/18/20	1,989.30
ULINE	P&E SUPPLIES / PD	347560	5/18/20	228.04
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	347561	5/18/20	923.62
WILLY'S ELECTRONIC SUPPLY	MOP 45763, FIRE CHARGES	347562	5/18/20	72.04
ACME SAFETY & SUPPLY CORP	HOODED SWEATSHIRT / PW	347563	5/19/20	42.14
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	347564	5/19/20	8,991.47
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	347565	5/19/20	591.32
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	347566	5/19/20	90.38
BARAHURA, D	REFUND / ACCOUNT CLOSED	347567	5/19/20	150.00
BJ'S RENTALS INC	CAMACHO GYM-EQUIP. RENTAL	347568	5/19/20	8,222.29
BJ'S RENTALS INC	CAMACHO GYM-EQUIP. RENTAL	347569	5/19/20	2,203.85
CARTEGRAPH SYSTEMS INC	CDP ANNUAL RENEWAL 3/1/2020 - 2/28/21	347570	5/19/20	39,000.00
CDWG	VMWARE HORIZON ENTERPRISE EDITION	347571	5/19/20	17,455.72
CIRCULATE SAN DIEGO	CIRCULATE SAN DIEGO / ENG	347572	5/19/20	5,697.50
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	347573	5/19/20	56.91
CODELATHE TECHNOLOGIES INC	FILECLOUD ONLINE LICENSE	347574	5/19/20	1,566.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE, ACID TABLETS / PW	347575	5/19/20	1,331.80
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	347576	5/19/20	9,063.00
COUNTY OF SAN DIEGO RCS	NEXTGEN RCS SHARED BACKBONE	347577	5/19/20	147,379.98
COUNTYWIDE MECHANICAL	CITY WIDE CATCH BASIN/SUMP CLEANING	347578	5/19/20	340.23
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES	347579	5/19/20	876.93
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	347580	5/19/20	4,305.28
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2020	347581	5/19/20	929.50
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY20	347582	5/19/20	2,939.63
DELGADO, E	RFW CDBG TEEN PROGRAM SPEAKER	347583	5/19/20	344.78



**WARRANT REGISTER # 47  
5/19/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DICK MILLER INC	PARADISE CREEK WQ&C. ENH.	347584	5/19/20	61,011.52
DSA SAN DIEGO	PARADISE CREEKPED.BICYCLE PATHWAY	347585	5/19/20	7,696.00
FARONICS TECHNOLOGIES USA INC.	DEEP FREEZE ENT NA MAINT 3YR RENEWAL	347586	5/19/20	2,441.25
FATPIPE INC	FATPILE GOLD PLUS SERVICE	347587	5/19/20	4,555.00
GEOSYNTEC CONSULTANTS INC	ON-CALL PROJECT SUPPOSRT SERVICES	347588	5/19/20	182,679.92
GRAINGER	PORTABLE CARPET SPOTTER CLEANER / PW	347589	5/19/20	2,838.63
HAAKER EQUIPMENT COMPANY	ROTEK BEARING / PW	347590	5/19/20	3,605.05
KIMLEY HORN	8TH AND ROOSEVELT	347591	5/19/20	13,239.49
KRONOS INC	WORKFORCE TELESTAFF IVR SERVICES~	347592	5/19/20	1,503.87
LA JOLLA POOLS INC	REPAIR AND REPLACE AND INSTALL VARIOUS	347593	5/19/20	4,675.31
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 EQUIPMENT SUPPLIES AND REPAIR	347594	5/19/20	432.27
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	347595	5/19/20	238.21
MAYER REPROGRAPHICS	DIGITAL BOND COPIES	347596	5/19/20	181.07
METEAU JR, R	TRAVEL EXPENSE REIMBURSEMENT	347597	5/19/20	870.04
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2020	347598	5/19/20	278.56
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2020	347599	5/19/20	70.00
OFFICE SOLUTIONS BUSINESS	MOP83778.OFFICE SUPPLIES/ENG	347600	5/19/20	56.76
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	347601	5/19/20	120.18
PORTILLO CONCRETE INC	PALM AVENUE ROAD	347602	5/19/20	225,380.77
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES - MAYOR'S OFFICE	347603	5/19/20	4,166.40
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	347604	5/19/20	1,910.95
ROBERTS, M	TRAVEL REIMB / CSMFO CONFERENCE	347605	5/19/20	123.66
SDG&E	GAS & ELECTRIC UTILITIES FOR PW FY 2020	347606	5/19/20	35,531.00
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY20	347607	5/19/20	1,865.25
SHARP REES STEALY MED GROUP	DOT EXAM / HR	347608	5/19/20	45.00
SHAW INTEGRATED SOLUTIONS	OPEN MARKET SHAW PATCRAFT ADESA 20 MIL	347609	5/19/20	24,211.76
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	347610	5/19/20	585.50
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PD PRINTING	347611	5/19/20	1,779.50
SOUTH COAST EMERGENCY	DIP STICK ENGINE OIL	347612	5/19/20	348.94
STARTECH COMPUTERS	MOP FY20 / SUPPLIES FOR MIS	347613	5/19/20	695.09
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY20	347614	5/19/20	1,920.83
SWEETWATER AUTHORITY	PARADISE CREEK W&Q	347615	5/19/20	22,215.00
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST	347616	5/19/20	1,060.00
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS & PARTS	347617	5/19/20	495.87
TURF STAR INC	BEARING CUP TAPERED	347618	5/19/20	593.77
UNITED ROTARY BRUSH CORP	MOP 62683 AUTO SUPPLIES -PW	347619	5/19/20	138.67
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	347620	5/19/20	368.15
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	347621	5/19/20	3,298.67
WEST COAST ARBORISTS	ONGOING TREE TRIMMING SERVICE	347622	5/19/20	11,166.00
WESTAIR GASES & EQUIPMENT INC	GTEK PAL COATED LGE / PW	347623	5/19/20	494.60
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES -PW	347624	5/19/20	6.39
WETMORES	MOP 80333 AUTO SUPPLIES -PW	347625	5/19/20	408.85
WHILLOCK CONTRACTING	PARADISE PARK SITE REMEDIATION	347626	5/19/20	40,647.17
WILLY'S ELECTRONIC SUPPLY	GOPRO CHDRB-801 CAMERA KIT	347627	5/19/20	887.53
WSP USA INC	FOCUSED GENERAL PLAN UPDATE / ENG	347628	5/19/20	60,304.96
			<b>A/P Total</b>	<b>1,027,762.16</b>



**WARRANT REGISTER # 47  
5/19/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SECTION 8 HAPS	Start Date 5/12/2020	End Date 5/19/2020		14,190.00
PAYROLL	Start Date 4/21/2020	End Date 5/4/2020	Check Date 5/13/2020	990,047.33
Pay period 9				
		<b>GRAND TOTAL</b>		<b><u>\$ 2,031,999.49</u></b>

**CERTIFICATION**

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 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 4<sup>TH</sup> OF AUGUST 2020.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #48 for the period of 5/20/20 through 5/26/20 in the amount of \\$333,294.03. \(Finance\)](#)  
Please scroll down to view the backup material.



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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #48 for the period of 5/20/20 through 5/26/20 in the amount of \$333,294.03. (Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period 5/20/20 - 5/26/20. 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>
Chen Ryan Associates	347634	57,556.16	24 <sup>th</sup> Transint Oriented Develop Overlay
HDR Engineering, Inc	347645	63,069.23	Sewer Upzing / Eng
Innovative Construction	347647	53,732.50	Euclid Ave Bicycle & Ped

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

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

**MIS**

Warrant total \$333,294.03.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$333,294.03.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 48



**WARRANT REGISTER # 48  
5/26/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COMMUNITY YOUTH ATHLETIC CENTE	AGENCY CONTRIBUTION TO COMM YOUTH CENTER	347629	5/26/20	12,000.00
ACE UNIFORMS & ACCESSORIES INC	STATION UNIFORMS / PD	347630	5/26/20	413.65
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	347631	5/26/20	7,631.25
AP TRITON CONSULTING, LLC	CONSULTING SERVICES	347632	5/26/20	300.00
AZTEC APPLIANCE	WASHER / PW	347633	5/26/20	752.53
CHEN RYAN ASSOCIATES INC	24TH TRANSIT ORIENTED DEVELP OVERLAY	347634	5/26/20	57,556.16
CIRCULATE SAN DIEGO	224- SRTS	347635	5/26/20	17,039.50
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	347636	5/26/20	7,200.00
COUNTY OF SAN DIEGO	726 W.19TH ST.	347637	5/26/20	1,697.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES AS NEEDED FOR	347638	5/26/20	2,578.96
EISER III, G	PROFESSIONAL SERVICE / MARCH 2020 /CAO	347639	5/26/20	7,540.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE	347640	5/26/20	35,378.50
FEDEX	POLICE RECRUIT TESTING MATERIALS	347641	5/26/20	20.50
GOODRICH, C	EDUCATION REIMBURSEMENT	347642	5/26/20	375.37
GURROLA, V	PROFESSIONAL SERVICES	347643	5/26/20	9,911.94
GURROLA, V	PROFESSIONAL SERVICES	347644	5/26/20	932.78
HDR ENGINEERING, INC.	SEWER UPZING / ENG	347645	5/26/20	63,069.23
HINDERLITER DE LLAMAS	CONTRACT SERVICES PROPERTY TAX Q4/2019	347646	5/26/20	6,134.52
INNOVATIVE CONSTRUCTION	EUCLID AVE BICYCLE & PED.	347647	5/26/20	53,732.50
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE FOR FY20	347648	5/26/20	213.21
J GARDNER & ASSOCIATES LLC	JR BADGE STICKERS	347649	5/26/20	1,159.25
KTUA	ROOSEVELT AVE. SMART GROWTH	347650	5/26/20	492.00
LASER SAVER INC	MOP 45725. INK CARTRIDGES / PD	347651	5/26/20	2,105.57
LIEBERT CASSIDY WHITMORE	WEBINAR - COVID19	347652	5/26/20	100.00
LOZANO SMITH LLP	LEGAL SERVICES/ MARCH 2020/CAO	347653	5/26/20	45.00
MEYERS NAVE	CONSULTING SERVICES MOU NEGOTIATIONS	347654	5/26/20	21,150.00
MORRISON, R	TRAVEL TRAINING REIMBURSEMENT 2020	347655	5/26/20	1,997.11
MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENT #54 FREIGHT CH	347656	5/26/20	16.71
NV5 INC	SEWER USER SURVEY & PREP. OF TAX	347657	5/26/20	8,600.02
OFFICE SOLUTIONS BUSINESS	OFFICE SUPPLIES	347658	5/26/20	46.27
PMW ASSOCIATES	TRAINING TUITION POST TEAM BUILDING	347659	5/26/20	1,500.00
POWERSTRIDE BATTERY CO INC	MOP 45707, FIRE CHARGES	347660	5/26/20	169.31
PRO BUILD COMPANY	MOP# 45707 PAINT SUPPLIES / NSD	347661	5/26/20	236.55
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	347662	5/26/20	1,280.00
RAULSTON, B	TRAVEL EXPENSE	347663	5/26/20	1,294.73
SAN DIEGO UNION TRIBUNE	SWEETWATER HIGH SCHOOL	347664	5/26/20	611.64
SMART SOURCE OF CALIFORNIA LLC	BUSINES CARDS / NSD	347665	5/26/20	40.28
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES/CAO	347666	5/26/20	279.34
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES/CAO	347667	5/26/20	216.00
THE PUN GROUP LLP	FY 2019 - SINGLE AUDIT - FINANCE	347668	5/26/20	4,000.00
THE STAR NEWS	ADVERTISING NOTICES FOR FY20	347669	5/26/20	274.19
THOMSON REUTERS WEST	LEGAL PUBLICATION UPDATES/ CAO	347670	5/26/20	1,796.11
U S BANK	PD TRAINING CREDIT CARD	347671	5/26/20	825.14
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	347672	5/26/20	291.21
WILSON, R	EDUCATION REIMBURSEMENT	347673	5/26/20	290.00
			<b>A/P Total</b>	<b>333,294.03</b>

**GRAND TOTAL**

**\$ 333,294.03**

**CERTIFICATION**

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 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

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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 4<sup>TH</sup> OF AUGUST 2020.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #49 for the period of 5/27/20 through 6/2/20 in the amount of \\$2,643,743.80. \(Finance\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #49 for the period of 5/27/20 through 6/2/20 in the amount of \$2,643,743.80. (Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period 5/27/20 - 6/2/20. 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>
Exos Community Svcs	347676	65,786.39	Management Fees – Exos March
Heakth Net Inc	347799	82,431.27	GRP# R1192A – June 2020
Kaiser Foundation HP	347804	188,408.26	Group No.104220-0002 – May 2020

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

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

**MIS**

Warrant total \$2,643,743.80.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,643,743.80.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 49



**WARRANT REGISTER # 49  
6/2/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS - JUNE 2020	347691	6/2/20	160.00
ANDERSON, E	RETIREE HEALTH BENEFITS - JUNE 2020	347692	6/2/20	110.00
BEARD, P	RETIREE HEALTH BENEFITS - JUNE 2020	347693	6/2/20	70.00
BECK, L	RETIREE HEALTH BENEFITS - JUNE 2020	347694	6/2/20	140.00
BISHOP, R	RETIREE HEALTH BENEFITS - JUNE 2020	347695	6/2/20	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS - JUNE 2020	347696	6/2/20	260.00
BULL, P	RETIREE HEALTH BENEFITS - JUNE 2020	347697	6/2/20	580.00
CAMEON, C	RETIREE HEALTH BENEFITS - JUNE 2020	347698	6/2/20	400.00
CARRILLO, R	RETIREE HEALTH BENEFITS - JUNE 2020	347699	6/2/20	290.00
COLE, L	RETIREE HEALTH BENEFITS - JUNE 2020	347700	6/2/20	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS - JUNE 2020	347701	6/2/20	420.00
CONDON, D	RETIREE HEALTH BENEFITS - JUNE 2020	347702	6/2/20	280.00
CORDERO, E	RETIREE HEALTH BENEFITS - JUNE 2020	347703	6/2/20	520.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS - JUNE 2020	347704	6/2/20	250.00
DEESE, L	RETIREE HEALTH BENEFITS - JUNE 2020	347705	6/2/20	660.00
DIAZ, M	RETIREE HEALTH BENEFITS - JUNE 2020	347706	6/2/20	680.00
DILLARD, S	RETIREE HEALTH BENEFITS - JUNE 2020	347707	6/2/20	480.00
DREDGE, J	RETIREE HEALTH BENEFITS - JUNE 2020	347708	6/2/20	250.00
EISER III, G	RETIREE HEALTH BENEFITS - JUNE 2020	347709	6/2/20	250.00
ESPIRITU, D	RETIREE HEALTH BENEFITS - JUNE 2020	347710	6/2/20	620.00
ETZLER, J	RETIREE HEALTH BENEFITS - JUNE 2020	347711	6/2/20	460.00
FABINSKI, D	RETIREE HEALTH BENEFITS - JUNE 2020	347712	6/2/20	220.00
FERNANDEZ, R	RETIREE HEALTH BENEFITS - JUNE 2020	347713	6/2/20	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS - JUNE 2020	347714	6/2/20	540.00
GAUT, A	RETIREE HEALTH BENEFITS - JUNE 2020	347715	6/2/20	700.00
GELSKEY, K	RETIREE HEALTH BENEFITS - JUNE 2020	347716	6/2/20	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS - JUNE 2020	347717	6/2/20	120.00
GONZALES, M	RETIREE HEALTH BENEFITS - JUNE 2020	347718	6/2/20	480.00
HANSON, E	RETIREE HEALTH BENEFITS - JUNE 2020	347719	6/2/20	135.00
HARLAN, M	RETIREE HEALTH BENEFITS - JUNE 2020	347720	6/2/20	500.00
HAUG, S	RETIREE HEALTH BENEFITS - JUNE 2020	347721	6/2/20	120.00
HERNANDEZ, G	RETIREE HEALTH BENEFITS - JUNE 2020	347722	6/2/20	500.00
HERNANDEZ, M	RETIREE HEALTH BENEFITS - JUNE 2020	347723	6/2/20	600.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS - JUNE 2020	347724	6/2/20	400.00
HODGES, B	RETIREE HEALTH BENEFITS - JUNE 2020	347725	6/2/20	200.00
IBARRA, J	RETIREE HEALTH BENEFITS - JUNE 2020	347726	6/2/20	780.00
JONES, D	RETIREE HEALTH BENEFITS - JUNE 2020	347727	6/2/20	480.00
JUNIEL, R	RETIREE HEALTH BENEFITS - JUNE 2020	347728	6/2/20	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS - JUNE 2020	347729	6/2/20	300.00
KLOS, F	RETIREE HEALTH BENEFITS - JUNE 2020	347730	6/2/20	480.00
LEACH, D	RETIREE HEALTH BENEFITS - JUNE 2020	347731	6/2/20	600.00
LIMFUECO, M	RETIREE HEALTH BENEFITS - JUNE 2020	347732	6/2/20	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS - JUNE 2020	347733	6/2/20	100.00
MC CABE, T	RETIREE HEALTH BENEFITS - JUNE 2020	347734	6/2/20	280.00
MCDANIEL, P	RETIREE HEALTH BENEFITS - JUNE 2020	347735	6/2/20	290.00
MEDINA, R	RETIREE HEALTH BENEFITS - JUNE 2020	347736	6/2/20	105.00
MENDOZA, G	RETIREE HEALTH BENEFITS - JUNE 2020	347737	6/2/20	290.00
MINER, D	RETIREE HEALTH BENEFITS - JUNE 2020	347738	6/2/20	580.00



**WARRANT REGISTER # 49  
6/2/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MORRISON, R	RETIREE HEALTH BENEFITS - JUNE 2020	347739	6/2/20	520.00
NAGLE, D	RETIREE HEALTH BENEFITS - JUNE 2020	347740	6/2/20	460.00
NOTEWARE, D	RETIREE HEALTH BENEFITS - JUNE 2020	347741	6/2/20	120.00
OLIVARES, G	RETIREE HEALTH BENEFITS - JUNE 2020	347742	6/2/20	280.00
OLIVERIA, H	RETIREE HEALTH BENEFITS - JUNE 2020	347743	6/2/20	360.00
PAUU JR, P	RETIREE HEALTH BENEFITS - JUNE 2020	347744	6/2/20	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS - JUNE 2020	347745	6/2/20	140.00
PETERS, S	RETIREE HEALTH BENEFITS - JUNE 2020	347746	6/2/20	290.00
POST, R	RETIREE HEALTH BENEFITS - JUNE 2020	347747	6/2/20	280.00
RAY, S	RETIREE HEALTH BENEFITS - JUNE 2020	347748	6/2/20	190.00
ROARK, L	RETIREE HEALTH BENEFITS - JUNE 2020	347749	6/2/20	135.00
RODRIGUEZ, M	RETIREE HEALTH BENEFITS - JUNE 2020	347750	6/2/20	260.00
RUIZ, J	RETIREE HEALTH BENEFITS - JUNE 2020	347751	6/2/20	310.00
SANCHEZ, L	RETIREE HEALTH BENEFITS - JUNE 2020	347752	6/2/20	330.00
SERVATIUS, J	RETIREE HEALTH BENEFITS - JUNE 2020	347753	6/2/20	340.00
SHOEMSKER, M	RETIREE HEALTH BENEFITS - JUNE 2020	347754	6/2/20	480.00
SHORT, C	RETIREE HEALTH BENEFITS - JUNE 2020	347755	6/2/20	300.00
SMITH, J	RETIREE HEALTH BENEFITS - JUNE 2020	347756	6/2/20	320.00
SMITH, M	RETIREE HEALTH BENEFITS - JUNE 2020	347757	6/2/20	560.00
STEWART, W	RETIREE HEALTH BENEFITS - JUNE 2020	347758	6/2/20	200.00
STRASEN, W	RETIREE HEALTH BENEFITS - JUNE 2020	347759	6/2/20	135.00
TIPTON, B	RETIREE HEALTH BENEFITS - JUNE 2020	347760	6/2/20	250.00
VERRY, L	RETIREE HEALTH BENEFITS - JUNE 2020	347761	6/2/20	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS - JUNE 2020	347762	6/2/20	480.00
WHITE, J	RETIREE HEALTH BENEFITS - JUNE 2020	347763	6/2/20	230.00
YBARRA, A	RETIREE HEALTH BENEFITS - JUNE 2020	347764	6/2/20	220.00
<b>RETIREE HEALTH BENEFIT TOTAL:</b>				<b>24,360.00</b>
A REASON TO SURVIVE	SIGNAGE AND FACADE IMPROVEMENT PROGRAM	347674	6/2/20	3,828.81
DELGADO, E	RFW CASA DE SALUD YOUTH MEMBER ACTIVITY	347675	6/2/20	860.86
EXOS COMMUNITY SERVICES LLC	MANAGEMENT FEES~ EXOS MARCH INVOICE	347676	6/2/20	65,786.39
GAMWELL, M	TRAVEL EXPENSE REIMBURSEMENT	347677	6/2/20	109.17
LASER SAVER INC	CASA DE SALUD OFFICE INK	347678	6/2/20	434.78
LIEBERT CASSIDY WHITMORE	SENIOR CENTER HARASSMENT TRAINING	347679	6/2/20	1,075.00
MTS	FLAGGING SERVICES FOR FY20 / NSD	347680	6/2/20	397.45
OFFICE SOLUTIONS BUSINESS	COMPUTER DESKS FOR CASA DE SALUD	347681	6/2/20	1,831.63
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES / NSD	347682	6/2/20	29.34
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	347683	6/2/20	5,113.92
SAN DIEGO COUNTY ASSESSOR	COUNTY RECORDS / NSD	347684	6/2/20	12.00
SMART SOURCE OF CALIFORNIA LLC	BUSINESS CARDS / NSD	347685	6/2/20	36.98
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/COMM SERVICES	347686	6/2/20	78.42
TERAN, ABRAHAM	SIGNAGE AND FACADE ARTS REIMBURSMENT	347687	6/2/20	1,500.00
T'S & SIGNS	COMMUNITY SERVICES COVID19 BANDANAS	347688	6/2/20	647.06
US BANK	MARCH US BANK STATEMENT	347689	6/2/20	261.40
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	347690	6/2/20	303.00
ACE UNIFORMS & ACCESSORIES INC	STATION UNIFORMS	347765	6/2/20	2,241.65
BROWN, MAHO	REFUND CLASS FEES/CLASSES SUSPENDED	347766	6/2/20	19.24
CANARE, GERALD	LIABILITY CLAIM COST	347767	6/2/20	199.00
CHULA VISTA PHOTO STUDIO	PERSONNEL PHOTOS	347768	6/2/20	163.13
CITY OF SAN DIEGO	SD REGIONAL ANALYSIS OF IMPEDIMENTS	347769	6/2/20	7,144.55



**WARRANT REGISTER # 49  
6/2/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	347770	6/2/20	152.91
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	347771	6/2/20	112.50
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	347772	6/2/20	11.35
CSA SAN DIEGO COUNTY	CDBG AGREEMENT: CSA SAN DIEGO COUNTY	347773	6/2/20	2,772.12
DALEY & HEFT LLP	LIABILITY CLAIM COST	347774	6/2/20	30,180.32
DALEY & HEFT LLP	LIABILITY CLAIM COST	347775	6/2/20	9,521.32
DALEY & HEFT LLP	LIABILITY CLAIM COST	347776	6/2/20	8,280.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	347777	6/2/20	5,711.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	347778	6/2/20	5,325.50
DALEY & HEFT LLP	LIABILITY CLAIM COST	347779	6/2/20	4,090.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	347780	6/2/20	2,700.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	347781	6/2/20	1,080.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	347782	6/2/20	890.14
DALEY & HEFT LLP	LIABILITY CLAIM COST	347783	6/2/20	536.50
DALEY & HEFT LLP	LIABILITY CLAIM COST	347784	6/2/20	201.60
DALEY & HEFT LLP	LIABILITY CLAIM COST	347785	6/2/20	132.48
DELTA DENTAL	JUNE 2020 DENTAL INS PREMIER 05-09086000	347786	6/2/20	14,872.10
DELTA DENTAL	JUNE 2020 - GRP#05-0908601002	347787	6/2/20	416.11
DELTA DENTAL INSURANCE CO	MAY 2020 GRP 05-7029600000	347788	6/2/20	2,421.54
EBIX, INC.	PROPERTY INSURANCE	347789	6/2/20	3,000.00
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	347790	6/2/20	4.42
FERNANDEZ, RAY	REFUND CLASS FEES/CLASSES SUSPENDED	347791	6/2/20	123.10
GONZALEZ, MICHAEL	REFUND CLASS FEES/CLASSES SUSPENDED	347792	6/2/20	123.10
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	347793	6/2/20	141.40
GROSSMAN PSYCHOLOGICAL	PSYCH TESTS / PD	347794	6/2/20	650.00
HEALTH NET	GRP # R1192Q - JUNE 2020	347795	6/2/20	1,969.92
HEALTH NET	GRP #N7177A - JUNE 2020	347796	6/2/20	1,860.36
HEALTH NET	GRP #N7176F - JUNE 2020	347797	6/2/20	1,598.46
HEALTH NET	GRP # R1192R - JUNE 2020	347798	6/2/20	832.36
HEALTH NET INC	GRP #R1192A - JUNE 2020	347799	6/2/20	82,431.27
HEALTH NET INC	GRP #57135A - MAY 2020	347800	6/2/20	2,504.29
HEALTH NET INC	GRP #57135M - JUNE 2020	347801	6/2/20	1,252.16
HEALTH NET INC	GRP #LB439A - JUNE 2020	347802	6/2/20	1,190.30
JOSSE, DENNIS	TUIT REIMB JOSSE 2 CLASSES	347803	6/2/20	3,326.66
KAISER FOUNDATION HEALTH PLANS	GROUP NO. 104220-0002 - MAY 2020	347804	6/2/20	188,408.26
KAISER FOUNDATION HEALTH PLANS	GRP 104220-01,06,07- MAY 2020	347805	6/2/20	20,445.28
KAISER FOUNDATION HEALTH PLANS	GRP #104220-01, 06, 07 - APRIL 2020	347806	6/2/20	20,445.28
KAISER FOUNDATION HEALTH PLANS	GRP 104220-03, 09 - MAY 2020	347807	6/2/20	6,797.28
KAISER FOUNDATION HEALTH PLANS	GROUP NO 104220-05 - MAY 2020	347808	6/2/20	5,830.46
KAISER FOUNDATION HEALTH PLANS	GRP 104220-7002 - MAY 2020	347809	6/2/20	1,183.24
KAISER FOUNDATION HEALTH PLANS	GRP NO. 104220-7002 - APRIL 2020	347810	6/2/20	1,183.24
MARTINEZ, CARLOS	REFUND CLASS FEES/CLASSES SUSPENDED	347811	6/2/20	14.00
MAZZARELLA & MAZZARELLA LLP	LEGAL SERVICES / RISK	347812	6/2/20	18,819.65
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	347813	6/2/20	4,610.00
MCA DIRECT	MCA DIRECT- NOV 3 2020 ELECTION MATERIAL	347814	6/2/20	298.83
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	347815	6/2/20	853.11
MEYERS NAVE	LEGAL SERVICES / CMO	347816	6/2/20	2,138.80
OFFICE SOLUTIONS BUSINESS	CITY CLERKS OFFICE FURNITURE	347817	6/2/20	4,512.82





**WARRANT REGISTER # 49  
6/2/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
OPTUM	MONTHLY SVC FEES JAN - MAR 2020	347818	6/2/20	39.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	347819	6/2/20	373.86
PENHALL, HANNAH	REFUND CLASS FEES/CLASSES SUSPENDED	347820	6/2/20	25.39
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	347821	6/2/20	656.59
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	347822	6/2/20	1,758.64
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	347823	6/2/20	2,240.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	347824	6/2/20	163.96
RICO, ANDREA	REFUND CLASS FEES/CLASSES SUSPENDED	347825	6/2/20	28.00
SAINT MARY'S CHURCH	LIABILITY CLAIMS COSTS	347826	6/2/20	307.99
SALAZAR, YESENIA	REFUND CLASS FEES/CLASSES SUSPENDED	347827	6/2/20	25.39
SOUTH BAY COMMUNITY SERVICES	HOME AGREEMENT: SOUTH BAY COMMUNITY	347828	6/2/20	4,043.00
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL SUPPLIES - PW	347829	6/2/20	31.02
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CITY CLERKS	347830	6/2/20	360.98
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	347831	6/2/20	899.17
THE COUNSELING TEAM	EMPLOYEE SUPPORT SVCS	347832	6/2/20	2,400.00
THE HAWKINS COMPANY	EXECUTIVE SEARCH CONSULTANTS/CAO	347833	6/2/20	9,000.00
THE LINCOLN NATIONAL LIFE INS	GRP 415491-JUNE2020	347834	6/2/20	9,399.83
THE NYHART COMPANY	ACTUARIAL VALUATION & REPORT SERVICES	347835	6/2/20	7,250.00
THE STAR NEWS	PUBLIC NOTICE IMPEDIMENTS TO FAIR HOUSING	347836	6/2/20	151.19
U S BANK	CREDIT CARD CHARGES, FIRE	347837	6/2/20	2,693.13
UNITED PARCEL SERVICE	SHIPPING TO HAVIS	347838	6/2/20	12.04
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 AUTO SUPPLIES - PW	347839	6/2/20	64.93
WAXIE SANITARY SUPPLY	COVID 19 CLEANING AND DISINFECTING	347840	6/2/20	1,308.46
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	347841	6/2/20	203.15
ZIETLOW, D	REFUND HEALTH INS PREMIUM / BANK ERROR	347842	6/2/20	481.40

**A/P Total 626,306.44**

**SECTION 8 HAPS**

**Start Date 5/27/2020**  
**End Date 6/2/2020**

**1,032,136.20**

**PAYROLL**

**Pay period 10**  
**Start Date 5/5/2020**  
**End Date 5/18/2020**  
**Check Date 5/27/2020**

**985,301.16**

**GRAND TOTAL**

**\$ 2,643,743.80**

**CERTIFICATION**

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 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 4<sup>TH</sup> OF AUGUST 2020.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #50 for the period of 6/3/20 through 6/9/20 in the amount of \\$610,081.95. \(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #50 for the period of 6/3/20 through 6/9/20 in the amount of \$610,081.95. (Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period 6/3/20 - 6/9/20. 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>
Countywide Mechanical	347854	114,295.84	NC Police Locker Room Upgrade
Kimley Horn	347869	54,026.17	Roosevelt Smart Growth
Portillo Concrete Inc	347880	88,367.10	Euclid Avenue Bicycle & Ped
Whillock Contracting	347907	66,319.07	Paradise Creek Park Site Rem.

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

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

**MIS**

Warrant total \$610,081.95.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$610,081.95.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 50



**WARRANT REGISTER # 50  
6/9/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - JUNE	347843	6/9/20	1,016.72
ALL FRESH PRODUCTS	CONSUMABLES NUTRITION COVID 19	347844	6/9/20	1,283.45
ASSI SECURITY INC	CITY WIDE DOOR SECURITY SERVICES	347845	6/9/20	1,855.00
BAJA PARTS & EQUIPMENT INC	TRACTOR SEAT	347846	6/9/20	240.10
BAKER ELECTRIC INC	LAS PALMAS POOL ELECT. REPLC.	347847	6/9/20	13,775.00
BJ'S RENTALS INC	LAS PALMAS POOL	347848	6/9/20	2,520.64
CALIFA GROUP	CALIFA BROADBAND FY20	347849	6/9/20	4,922.98
CESNAUSKAS, S	EDUCATION REIMBURSEMENT	347850	6/9/20	305.23
CHEN RYAN ASSOCIATES INC	24TH ST TODO	347851	6/9/20	35,945.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	347852	6/9/20	140.18
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE, ACID TABLETS	347853	6/9/20	803.54
COUNTYWIDE MECHANICAL SYSTEMS	NC POLICE DEPT LOCKER ROOM UPGRADE	347854	6/9/20	114,295.84
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	347855	6/9/20	619.22
DANIELS TIRE SERVICE	MOP 76986 TIRES CITY VEHICLES - PW	347856	6/9/20	1,513.81
DELL MARKETING L P	DELL OPTIPLEX 3070 SFF MLK	347857	6/9/20	16,644.77
DEPARTMENT OF TOXIC SUBSTANCES	PUBLIC WORKS YARD HAZMAT PICK UP	347858	6/9/20	436.94
DIAZ, E	EDUCATION REIMBURSEMENT	347859	6/9/20	500.39
DISCOUNT SPECIALTY CHEMICALS	LIQUID LIVE ENZYME	347860	6/9/20	461.34
DSS CORPORATION	ANNUAL RENEWAL 4/10/20-4/9/21	347861	6/9/20	2,875.00
ESRI INC	ESRI ARC GIS RENEWAL	347862	6/9/20	10,200.00
FASTSIGNS	MOUNTING HARDWARE	347863	6/9/20	43.50
HD SUPPLY CONSTRUCTION	XL LIME CL2 BLACK BOTTOM IPAD POCKET	347864	6/9/20	97.38
HINDERLITER DE LLAMAS	CALL W/ CITY 4/30/20 STAFF TIM/MATT	347865	6/9/20	75.00
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FOR FY 2020	347866	6/9/20	216.41
JANI-KING OF CALIFORNIA INC	DISINFECTING SERVICE - KIMBALL REC CENTER	347867	6/9/20	600.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	347868	6/9/20	6,624.14
KIMLEY HORN	ROOSEVELT SMART GROWTH	347869	6/9/20	54,026.17
MORA, S	EDUCATION REIMBURSEMENT	347870	6/9/20	136.00
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2020	347871	6/9/20	557.12
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	347872	6/9/20	750.00
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES - PW	347873	6/9/20	185.97
OFFICE SOLUTIONS BUSINESS	INF THERMOMETER / COVID19	347874	6/9/20	1,318.55
PACIFIC PRODUCTS & SERVICES	HEAVY DUTY ANCHOR	347875	6/9/20	976.96
PADRE JANITORIAL SUPPLIES	CONSUMABLES NUTRITION COVID 19	347876	6/9/20	621.28
PALOMAR HEALTH	PALOMAR HEALTH SERVICES	347877	6/9/20	4,050.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	347878	6/9/20	256.35
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	347879	6/9/20	1,069.15
PORTILLO CONCRETE INC	EUCLID AVENUE BICYCLE & PED.	347880	6/9/20	88,367.10
POWERSTRIDE BATTERY CO INC	MOP 65179 GENERAL SUPPLIES - PW	347881	6/9/20	339.40
PRO BUILD COMPANY	VARIOUS SAFETY SUPPLIES / PW	347883	6/9/20	4,765.49
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	347884	6/9/20	527.59
QUAL CHEM CORPORATION	Q135 TORNADO SOAP / PW	347885	6/9/20	552.97
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	347886	6/9/20	140.00
SCST INC	EUCLID AVE. BICYCLE & PED.	347887	6/9/20	9,888.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR	347888	6/9/20	17,727.11
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY20	347889	6/9/20	2,044.47
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	347890	6/9/20	244.00
SOUTHERN CALIF TRUCK STOP	MOP 45758 AUTO SUPPLIES - PW	347891	6/9/20	84.04



**WARRANT REGISTER # 50  
6/9/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SPEEDPRO IMAGING	DECALS / PW	347892	6/9/20	232.75
STAPLES BUSINESS ADVANTAGE	MOP OFFICE SUPPLIES/HED	347893	6/9/20	111.58
STC TRAFFIC	SWEETWATER ROAD MEDIAN	347894	6/9/20	33,569.38
SUNBELT RENTALS, INC.	LAS PALMAS POOL	347895	6/9/20	2,584.28
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	347896	6/9/20	9,441.79
SYSCO SAN DIEGO INC	FOOD / NUTRITION	347897	6/9/20	16,830.52
TARGET SPECIALTY PRODUCTS	TURF AND ORNAMENTAL FIELD DAY SEMINAR	347898	6/9/20	276.00
THE STAR NEWS	ADVERTISING NOTICES FOR FY20	347899	6/9/20	1,117.24
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	347900	6/9/20	11,618.77
VIDEO TRACK LLC	LIABILITY CLAIM COST	347901	6/9/20	14,358.50
VISTA PAINT	CROWN PREFORM THERMO WHITE LNE	347902	6/9/20	3,744.92
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES,	347903	6/9/20	2,002.87
WEST COAST ARBORISTS	ONGOING TREE TRIMMING SERVICE AS	347904	6/9/20	39,362.00
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES - PW	347905	6/9/20	125.93
WETMORES	MOP 80333 AUTO SUPPLIES - PW	347906	6/9/20	26.53
WHILLOCK CONTRACTING	PARADISE CREEK PARK SITE REM.	347907	6/9/20	66,319.07
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	347908	6/9/20	354.46
ZUMAR INDUSTRIES INC	BORDER ONLY STENCIL	347909	6/9/20	1,366.06
			<b>A/P Total</b>	<b>610,081.95</b>
			<b>GRAND TOTAL</b>	<b><u>\$ 610,081.95</u></b>

**CERTIFICATION**

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 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.

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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 4<sup>TH</sup> OF AUGUST 2020.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #51 for the period of 6/10/20 through 6/16/20 in the amount of \\$1,722,877.48. \(Finance\)](#)  
Please scroll down to view the backup material.



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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #51 for the period of 6/10/20 through 6/16/20 in the amount of \$1,722,877.48.  
(Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period 6/10/20 - 6/16/20. 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	347935	216,033.49	Paradise Creek Park Expansion

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

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

**MIS**

Warrant total \$1,722,877.48.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,722,877.48.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 51



**WARRANT REGISTER # 51  
6/16/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COUNTY OF SAN DIEGO	COUNTY OF SD/PARKING CITATION REVENUE/MARCH	347910	6/16/20	9,180.00
COUNTY OF SAN DIEGO	COUNTY OF SD/PARKING CITATION REVENUE/APRIL	347911	6/16/20	2,495.00
24 HOUR ELEVATOR INC	SERVICE, INSPECT AND MAINTENANCE	347912	6/16/20	3,131.36
ACADEMI TRAINING CENTER LLC	RANGE USE / PD	347913	6/16/20	400.00
ACE UNIFORMS & ACCESSORIES INC	COLOR GUARD UNIFORM / PD	347914	6/16/20	445.85
AMERICAN BACKFLOW SPECIALTIES	PURCHASE OF BACKFLOW, GUAGES & VALVES / PW	347915	6/16/20	1,173.35
ARJIS	ARJIS SOFTWARE / PD	347916	6/16/20	13,161.00
AZTECA SYSTEMS LLC	WEB BASED PROGRAM / PW	347917	6/16/20	3,400.00
BRODART CO	BOOKS AS NEEDED FOR FY21	347918	6/16/20	355.56
C A P F	JUNE 2020 - FIRE LTD	347919	6/16/20	1,062.00
CALIFORNIA LAW ENFORCEMENT	JUNE 2020 -PD LTD	347920	6/16/20	2,058.00
CALIFORNIA LIBRARY ASSOCIATION	CLA MEMBERSHIP CITY LIBRARIAN	347921	6/16/20	165.00
CALPERS - FINANCIAL REPORTING	GASB 68 REPORTS 6/8/20	347922	6/16/20	4,500.00
CHEN RYAN ASSOCIATES INC	SWEETWATER ROAD	347923	6/16/20	4,974.20
CITY OF CHULA VISTA	NC PED. ADA	347925	6/16/20	4,500.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT FEB 2020	347926	6/16/20	397.56
CLEAN HARBORS ENVIRONMENTAL	CONTRACT SERVICES	347927	6/16/20	1,428.82
CONCENTRA MEDICAL CENTERS	PRE EMP PHYSICAL/SERPA, A & GARCIA, J	347928	6/16/20	652.00
CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL/ALBERT JENKINS	347929	6/16/20	326.00
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES,	347930	6/16/20	5,197.65
CSULB FOUNDATION	TRAINING TUITION FTP SAC FOR RGNZLS / PD	347931	6/16/20	316.00
DAY WIRELESS SYSTEMS	QUARTERLY BILLING	347932	6/16/20	3,144.00
DEPARTMENT OF JUSTICE	NEW EMP FINGERPRINT/DOJ APRIL	347933	6/16/20	128.00
DEPT OF JUSTICE	FINGERPRINTS / PD	347934	6/16/20	1,114.00
DICK MILLER INC	PARADISE CREEK PARK EXPANSION	347935	6/16/20	216,033.49
D-MAX ENGINEERING INC	PC WATER QUALITY & COMM. ENH.	347936	6/16/20	396.03
ELIZONDO, ERIC	REFUND CLASS FEES/CLASSES SUSPENDED	347937	6/16/20	19.24
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE - ENG	347938	6/16/20	8,781.46
ESGIL CORPORATION	ESGIL - PLAN REVIEW SERVICES	347939	6/16/20	32,313.04
EXPERIAN	CREDIT CHECKS	347940	6/16/20	94.37
GONZALES, R	TRAINING POST ADV SUB FTP GNZLS R / PD	347941	6/16/20	468.00
HMS CONSTRUCTION INC	HIGHLAND AVE. TRAFFIC SIGNAL MOD.	347942	6/16/20	42,648.97
HONOR LIFE MEMORIALS	WALL PAVER ENGRAVING	347943	6/16/20	1,675.00
INNOVATIVE CONSTRUCTION	EUCLID ICYCLE & PED EHN.	347944	6/16/20	24,845.50
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE FOR FY20	347945	6/16/20	213.21
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	347946	6/16/20	850.00
KTUA	ROOSEVELT AVE. SMART GROWTH	347947	6/16/20	8,763.00
LANGUAGE LINE SERVICES	LANGUAGE LINE NON EMERGENCY	347948	6/16/20	336.39
LIEBERT CASSIDY WHITMORE	CLIENT MATTER#NA040-00019	347949	6/16/20	9,106.57
LOCAL 221 SEIU MUNICIPAL EMP.	REBECCA JONES #3579 MEA DUES	347950	6/16/20	220.50
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	347951	6/16/20	5,529.50
NBS	LANDSCAPE MAINTENANCE DISTRICT - NBS	347952	6/16/20	1,500.00
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK PARK	347953	6/16/20	3,795.00
NEW READERS PRESS	NEWS FOR YOU SUBSCRIPTION	347954	6/16/20	491.25
NV5 INC	SEWER USER SURVEY & TAX ROLL	347955	6/16/20	7,880.00
OFFICE SOLUTIONS BUSINESS	HAND SANITIZER 8 .5 OUNCES – COVID 19	347956	6/16/20	1,545.54
PALOMAR HEALTH	SART EXAM	347957	6/16/20	1,350.00
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	347958	6/16/20	1,120.00



**WARRANT REGISTER # 51  
6/16/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AZTEC APPLIANCE INC	APPLIANCE / PW	347959	6/16/20	4,957.91
S D COUNTY SHERIFF'S DEPT	RANGE USE / PD	347960	6/16/20	400.00
SAN DIEGO PLASTICS INC	SIGN MATERIAL - COVID 19 SIGNAGE	347961	6/16/20	130.50
SAN DIEGO POLICE EQUIPMENT	VEST GONZALES / PD	347962	6/16/20	890.67
SAN DIEGO UNION TRIBUNE	LEGAL-PUBLIC HEARING AND PUBLIC NOTICE	347963	6/16/20	1,404.24
SASI	SASI ACCOUNTING CHGS 6/1/2020	347964	6/16/20	50.10
SDG&E	GAS AND ELECTRIC UTILITIES / NUTRITION	347965	6/16/20	476.41
SHARP REES STEALY MED GROUP	DMV EXAM/PRE EMP PHYS/CASILLAS/MORRISON	347966	6/16/20	411.00
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. BUSINESS CARDS/ COMM SERVICES	347967	6/16/20	161.65
STAPLES BUSINESS ADVANTAGE	CAMACHO FILE SMALL FILE CABINET	347968	6/16/20	635.16
STC TRAFFIC	CITYWIDE TRAFFIC SIGNAL T.	347969	6/16/20	23,387.05
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	347971	6/16/20	11,402.88
SYMBOLARTS, LLC	BADGES / PD	347972	6/16/20	871.42
TECHNOLOGY INTEGRATION GROUP	MIS EQUIP	347973	6/16/20	1,397.71
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST	347974	6/16/20	1,125.00
T'S & SIGNS	CAMACHO AND CASA BACKPACKS	347975	6/16/20	452.40
U S BANK	US BANK CREDIT CARD CHARGES, ENG & PW	347976	6/16/20	11,413.43
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE	347977	6/16/20	450.01
VORTEX INDUSTRIES INC	CITY WIDE ON SITE SERVICE AND REPAIRS	347978	6/16/20	18,622.48
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	347979	6/16/20	1,518.55
WEST PAYMENT CENTER	INVESTIGATIONS / PD	347980	6/16/20	1,862.40

**A/P Total                    515,702.38**

**SECTION 8 HAPS**

**Start Date                    End Date**  
6/10/2020                    6/16/2020

**6,497.00**

**PAYROLL**

**Pay period                    Start Date                    End Date                    Check Date**  
11                    5/19/2020                    6/1/2020                    6/10/2020

**1,200,678.10**

**GRAND TOTAL**

**\$ 1,722,877.48**

**CERTIFICATION**

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 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 4<sup>TH</sup> OF AUGUST 2020.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #52 for the period of 6/17/20 through 6/23/20 in the amount of \\$633,356.04. \(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #52 for the period of 6/17/20 through 6/23/20 in the amount of \$633,356.04. (Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period 6/17/20 - 6/23/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Esgil Corporation	348015	112,648.09	Inspection Services – Esgil
National Auto Fleet Group	348042	124,671.85	2019 Ford Super Duty F450 Drw
SDG&E	348057	58,666.37	Gas and Electric Utilities

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

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

**MIS**

Warrant total \$633,356.04.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$633,356.04.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 52



**WARRANT REGISTER # 52  
6/23/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	347981	6/22/20	12,712.65
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	347982	6/22/20	3,432.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	347983	6/22/20	3,420.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	347984	6/22/20	3,337.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	347985	6/22/20	702.45
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	347986	6/22/20	646.00
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PD SUPPLIES	347987	6/22/20	227.21
AARDVARK	3 MAG TRANSPORT BOXES	347988	6/23/20	445.77
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS / SUPPLIES	347989	6/23/20	410.33
ACME SAFETY & SUPPLY CORP	ACME UNIFORM/ NSD	347990	6/23/20	76.18
ADAMSON POLICE PRODUCTS	LESS LETHAL / PD	347991	6/23/20	2,137.55
AIRGAS USA LLC	MOP 45714 GENERAL SUPPLIES - PW	347992	6/23/20	157.63
AZTECA SYSTEMS LLC	WEB BASED PROGRAM / PW	347993	6/23/20	100.00
BAKER & TAYLOR	BOOKS AS NEEDED FOR FY20	347994	6/23/20	78.94
BJ'S RENTALS INC	CAMACHO GYM-EQUIP. RENTAL	347995	6/23/20	8,222.29
BJ'S RENTALS INC	CAMACHO GYM-EQUIP. RENTAL	347996	6/23/20	2,203.85
BRODART CO	BOOKS AS NEEDED FOR FY20	347997	6/23/20	128.34
CALIFORNIA ASSOCIATION OF	CACEO COURSE CORDOVA / NSD	347998	6/23/20	221.00
CANON SOLUTIONS AMERICA INC.	PLOTWAVE 345	347999	6/23/20	298.58
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	348000	6/23/20	6,400.00
CLF WAREHOUSE INC	MOP 80331 GENERAL SUPPLIES - PW	348001	6/23/20	410.55
DALEY & HEFT LLP	LIABILITY CLAIM COST	348002	6/23/20	5,520.50
DALEY & HEFT LLP	LIABILITY CLAIM COST	348003	6/23/20	5,417.84
DALEY & HEFT LLP	LIABILITY CLAIM COST	348004	6/23/20	3,684.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	348005	6/23/20	2,227.20
DALEY & HEFT LLP	LIABILITY CLAIM COST	348006	6/23/20	1,771.75
DALEY & HEFT LLP	LIABILITY CLAIM COST	348007	6/23/20	1,760.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	348008	6/23/20	1,240.50
DALEY & HEFT LLP	LIABILITY CLAIM COST	348009	6/23/20	620.60
DALEY & HEFT LLP	LIABILITY CLAIM COST	348010	6/23/20	560.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	348011	6/23/20	361.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	348012	6/23/20	190.00
DAY WIRELESS SYSTEMS (20)	COMMS EQUIPMENT SERVICE	348013	6/23/20	1,676.29
DPREP INC	CRITICAL INCIDENT TRAININGS / PD	348014	6/23/20	3,000.00
ESGIL CORPORATION	INSPECTION SERVICES - ESGIL	348015	6/23/20	112,648.09
FLEET SERVICES INC	K003803, CALIPER RATIONALISED	348016	6/23/20	1,693.35
GRAINGER	VARIOUS SAFETY SUPPLIES AS NEEDED	348017	6/23/20	901.23
HAAKER EQUIPMENT COMPANY	ELEVATOR SHAFT, UPPER	348018	6/23/20	1,578.54
HD SUPPLY CONSTRUCTION AND	SUPPLIES BOOTS	348019	6/23/20	219.50
HOME DEPOT CREDIT SERVICES	CASA DE SALUD YOUTH REC CENTER STORAGE B	348020	6/23/20	107.53
JJJ ENTERPRISES	FIRE ALARM INSTALL AT ARTS - ENG/PW	348021	6/23/20	34,900.00
KF 16TH LLC	T&A90410 VISTA HIGHLAND (BOND)	348022	6/23/20	5,000.00
KONA ICE LITTLE SAN DIEGO	NAT CITY SHARED STREETS KICK OFF ICE	348023	6/23/20	225.00
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 GENERAL SUPPLIES - PW	348024	6/23/20	203.36
LEHR AUTO ELECTRIC	SETINA BOX~	348025	6/23/20	938.06
LIEBERT CASSIDY WHITMORE	SD EMPLOYMENT RELATIONS CONSORTIUM	348026	6/23/20	405.00
LUTH AND TURLEY INC.	LIABILITY CLAIM COST	348027	6/23/20	43,106.68
LYNN PEAVEY COMPANY	PE SUPPLIES	348028	6/23/20	270.78
MAN K9 INC	K9 SERVICE TRAINING	348029	6/23/20	1,040.00



**WARRANT REGISTER # 52  
6/23/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MASON'S SAW	MOP 45729 LANDSCAPE GENERAL SUPPLIES - PW	348030	6/23/20	244.29
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	348031	6/23/20	18,323.00
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	348032	6/23/20	11,430.00
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	348033	6/23/20	3,793.75
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	348034	6/23/20	3,388.50
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	348035	6/23/20	1,221.00
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	348036	6/23/20	150.00
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	348037	6/23/20	67.95
MCDUGAL LOVE ECKIS	PROFESSIONAL SERVICES / CAO	348038	6/23/20	7,030.00
MEYERS NAVE	CONSULTING SERVICES MOU NEGOTIATION/ LAB	348039	6/23/20	2,138.80
MOTOROLA SOLUTIONS INC	M25URS9PW1AN. APX6500 7/800 MHZ MOBILE	348040	6/23/20	6,474.99
MUNOZ, L	REIMB / POLICE RECRUIT AGILITY TEST	348041	6/23/20	14.38
NATIONAL AUTO FLEET GROUP	2019 FORD SUPER DUTY F450 DRW (X4G)	348042	6/23/20	124,671.85
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2020	348043	6/23/20	350.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	348044	6/23/20	6,712.00
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES - PW	348045	6/23/20	48.88
NORTH AMERICAN RESCUE LLC	RAPID RESPONSE KIT - BLK- FIRE	348046	6/23/20	5,424.70
OFFICE SOLUTIONS BUSINESS	MOP 25003 PD SUPPLIES	348047	6/23/20	440.45
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	348048	6/23/20	39.74
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	348049	6/23/20	186.55
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	348050	6/23/20	12.33
POWERSTRIDE BATTERY CO INC	PC150S ODYSSEY BATTERY	348051	6/23/20	876.20
PRO BUILD COMPANY	MATERIALS FOR TRAINING TOWER	348052	6/23/20	8,404.15
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	348053	6/23/20	960.00
PROFORCE LAW ENFORCEMENT	TASER CARTRIDGES AND GUN	348054	6/23/20	18,414.00
PRO-TECH INDUSTRIES	VIREX DISINFECTANT CLEANER	348055	6/23/20	144.21
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	348056	6/23/20	803.22
SDG&E	GAS AND ELECTRIC UTILITIES	348057	6/23/20	58,666.37
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	348058	6/23/20	322.51
SMART & FINAL	MOP 45756, FIRE CHARGES	348059	6/23/20	39.53
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	348060	6/23/20	185.84
SPECIAL SERVICES GROUP LLC	TRACKING SERVICE	348061	6/23/20	600.00
SRN SYSTEMS, INC	187 BARRIERS / PW	348062	6/23/20	2,355.35
STAPLES BUSINESS ADVANTAGE	MOP 20468 PD SUPPLIES	348063	6/23/20	2,127.18
STATEWIDE TRAFFIC SAFETY	ADDITIONAL INVOICE 01005928	348064	6/23/20	1,011.45
SUPERIOR READY MIX CONCRETE LP	GRANITE	348065	6/23/20	259.90
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	348066	6/23/20	5,882.99
TRI TECH FORENSICS INC	PE SUPPLIES / PD	348067	6/23/20	6,559.01
T'S & SIGNS	CAVID 19 STAFF REUSABLE MASKS	348068	6/23/20	701.44
U S BANK	CREDIT CARD STATEMENT BRAD	348069	6/23/20	88.50
ULINE	PE SUPPLIES / PD	348070	6/23/20	210.78
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2020	348071	6/23/20	457.09
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE	348072	6/23/20	2,391.42
VICTOR STANLEY INC	LITTER RECEPTACLE / ENG	348073	6/23/20	16,335.20
VIDEO TRACK LLC	LIABILITY CLAIM COST	348074	6/23/20	2,333.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348075	6/23/20	686.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348076	6/23/20	464.50
VIDEO TRACK LLC	LIABILITY CLAIM COST	348077	6/23/20	85.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348078	6/23/20	70.00





**WARRANT REGISTER # 52  
6/23/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VISTA PAINT	MOP 68834 TRAFFIC PAINT – PW	348079	6/23/20	933.08
VULCAN MATERIALS COMPANY	3/4" CL BASE	348080	6/23/20	366.61
WEST COAST ARBORISTS	ONGOING TREE TRIMMING SERVICE	348081	6/23/20	28,124.00
WESTAIR GASES & EQUIPMENT INC	GLOVES	348082	6/23/20	494.60
WETMORES	75238, TACOMA RECEIVER	348083	6/23/20	2,087.16
WILLY'S ELECTRONIC SUPPLY	MOP 45763 GENERAL SUPPLIES - PW	348084	6/23/20	717.47
			<b>A/P Total</b>	<b>633,356.04</b>
			<b>GRAND TOTAL</b>	<b><u>\$ 633,356.04</u></b>

**CERTIFICATION**

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 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 4<sup>TH</sup> OF AUGUST 2020.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #53 for the period of 6/24/20 through 6/30/20 in the amount of \\$2,081,628.61. \(Finance\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #53 for the period of 6/24/20 through 6/30/20 in the amount of \$2,081,628.61.  
(Finance)

**PREPARED BY:** Karla Apalategui, Senior Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period 6/24/20 - 6/30/20. 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>
CSAC Excess Ins Auth	348103	186,748.00	Excess WC Premiums
Russ Bassett Corp	348127	117,994.69	Consoles / PD
South County Economic	348137	200,000.00	Small Business Loans for Covid 19

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

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

**MIS**

Warrant total \$2,081,628.61.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,081,628.61.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 53



**WARRANT REGISTER # 53  
6/30/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CHULA VISTA POLICE FOUNDATION	AMERICA STRONG AND UNITED	348085	6/30/20	207.90
LOMA MEDIA PARTNERS	PROF SERVICES - CENSUS MARKETING	348086	6/30/20	46,625.95
NBS	NBS - LANDSCAPE MAINTENANCE DISTRICT	348087	6/30/20	900.29
SHRED IT USA	SHRED SERVICE	348088	6/30/20	1,587.90
VERIZON WIRELESS	3215 CAGLE/TOWER DUMP	348089	6/30/20	80.00
YOUNG, G	REIMB: YOUNG/FLAGBOX/FBINA	348090	6/30/20	190.73
ACE UNIFORMS & ACCESSORIES INC	UNIFORM SUPPLIES	348091	6/30/20	1,044.42
ADDICTION MEDICINE	D.O.T DRUG AND ALCOHOL - TESTING PROGRAM	348092	6/30/20	1,200.00
AMAZON	COVID-19-GLASS CLAMP CLIPS -ENG/PW	348093	6/30/20	3,120.17
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	348094	6/30/20	8,973.34
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	348095	6/30/20	591.32
BEHAVIOR ANALYSIS TRAINING INC	TRAINING TUITION INV INTER INTER	348096	6/30/20	1,443.00
CHEROKEE PRODUCTIONS INC	TRAINING TUITION PUBLIC SAFETY	348097	6/30/20	295.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE, ACID TABLETS FOR POOL	348098	6/30/20	874.31
CORBIN & ASSOCIATES, INC	TRAINING TUITION SRO PALAMBO	348099	6/30/20	385.00
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES	348100	6/30/20	960.91
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	348101	6/30/20	3,860.06
CSA SAN DIEGO COUNTY	CDBG AGREEMENT: CSA SAN DIEGO COUNTY	348102	6/30/20	2,665.59
CSAC EXCESS INS AUTHORITY	EXCESS WORKERS' COMPENSATION PREMIUS	348103	6/30/20	186,748.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	348104	6/30/20	6,457.86
DIMENSION DATA	SMARTNET RENEWAL - HARDWARE	348105	6/30/20	20,686.84
D-MAX ENGINEERING INC	PARADISE CREEK AT KIMBALL	348106	6/30/20	11,925.48
GALLS INC	POLICE EQUIPMENT	348107	6/30/20	13,523.59
GONZALES, R	TRAINING ADV SUB MEDIA SEMINAR	348108	6/30/20	256.00
GOVERNMENT TRAINING AGENCY	TRAINING TUITION TC INV ACEVEDO	348109	6/30/20	850.00
GRANICUS INC	GOVACCESS HOSTING AND LICENSING	348110	6/30/20	17,017.09
GROSSMAN PSYCHOLOGICAL	PSYCH EXAMS	348111	6/30/20	650.00
IPS GROUP INC	ENFORCEMENT SERVICES MARCH	348112	6/30/20	4,025.32
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING,	348113	6/30/20	90.00
LACAL EQUIPMENT INC	LOWER CONVEYOR SHAFT	348114	6/30/20	720.56
LASER SAVER INC	MOP_04840_PD SUPPLIES	348115	6/30/20	389.11
MACHADO, R	REIMB:MACHADO MEEKS COVID	348116	6/30/20	62.86
MAN K9 INC	CANINE FOOD	348117	6/30/20	242.44
MAN K9 INC	CANINE TRAINING	348118	6/30/20	1,040.00
MEGLA MANUFACTURING INC	SUPPLIES FOR PW	348119	6/30/20	1,630.00
OCCAM VIDEO SOLUTIONS	VIDEO EDITING SOFTWARE	348120	6/30/20	995.00
OFFICE SOLUTIONS BUSINESS	MOP 83778/SANITIZER,MASKS FINANCE COVID	348121	6/30/20	948.62
OPENGOV INC	OPENGOV RENEWAL 7/1/20-6/30/21~	348122	6/30/20	10,925.00
PEACE OFFICERS RESEARCH	PORAC / PD	348123	6/30/20	96.00
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	348124	6/30/20	875.29
POLICE AND FIRE PSYCHOLOGY	PSYCH EXAMS	348125	6/30/20	650.00
RELY ENVIRONMENTAL	CONTRACT SERVICES	348126	6/30/20	15,670.08
RUSS BASSETT CORP.	CONSOLES / PD	348127	6/30/20	117,994.69
S D COUNTY SHERIFF'S DEPT	FIRING RANGE	348128	6/30/20	1,700.00
SAN DIEGO PET SUPPLY	MOP_02975_PD FOOR FOR K-9	348129	6/30/20	875.89
SAN DIEGO POLICE EQUIPMENT	POLICE EQUIPMENT	348130	6/30/20	1,260.42
SAN DIEGO REGIONAL COMPUTER	DIGITAL FORENSIC LAB	348131	6/30/20	12,000.00
SCLLN	2020 MEMBERSHIP DUES FOR SCLLN	348132	6/30/20	150.00



**WARRANT REGISTER # 53  
6/30/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SDG&E	GAS & ELECTRIC UTILITIES FOR PW FY 2020	348133	6/30/20	28,698.13
SECLICKFIX INC	SECLICKFIX CONNECTOR FOR CITYWORKS AMS	348134	6/30/20	2,500.00
SHRED IT USA	SHRED IT SERVICE	348135	6/30/20	118.60
SONSRAY MACHINERY LLC	REPAIR HYDRAULIC LEAK	348136	6/30/20	210.00
SOUTH COUNTY ECONOMIC	SMALL BUSINESS LOANS FOR COVID 19	348137	6/30/20	200,000.00
SPECIAL SERVICES GROUP LLC	REPLACEMENT BATTERY	348138	6/30/20	152.25
SPEEDPRO IMAGING	DECALS / IMAGE	348139	6/30/20	832.51
SPOK INC	METROCALL PAGING FOR FY20	348140	6/30/20	656.66
STAPLES BUSINESS ADVANTAGE	OFFICE FURNITURE IA/ RECRUITING	348141	6/30/20	1,821.74
STARTECH COMPUTERS	COMPUTER ACCESSORIES	348142	6/30/20	269.89
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	348143	6/30/20	19,104.08
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE PERIOD JAN 1 TO MAR 31, 2020	348144	6/30/20	300.00
THE BUMPER GUY INC	MATERIAL PAINT	348145	6/30/20	1,304.82
TRAINING INNOVATIONS INC	TRAINING TMS SOFTWARE SUPPORT	348146	6/30/20	750.00
U S BANK	MOP 19657 PD SUPPLIES	348147	6/30/20	6,049.25
UNITED PARCEL SERVICE	MOP 05274 PD SHIPPING	348148	6/30/20	90.60
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	348149	6/30/20	118.03
VULCAN MATERIALS COMPANY	COLD MIX 3/8	348150	6/30/20	1,078.79
WSP USA INC	FOCUSED GENERAL PLAN UPDATE / ENG	348151	6/30/20	42,354.31
			<b>A/P Total</b>	<b>811,871.69</b>

<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
12	6/2/2020	6/15/2020	6/24/2020	1,269,756.92

**GRAND TOTAL** **\$ 2,081,628.61**

**CERTIFICATION**

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 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 4<sup>TH</sup> OF AUGUST 2020.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Public Hearing and adoption of a Resolution regarding a Conditional Use Permit \(CUP\) for the off-site sale of alcohol and a Consistency Review for a new 7-Eleven to be located at 110 National City Blvd. \(Applicant: Steven Pollock\) \(Case File No. 2020-05 CUP, DSP\) \(Planning\)](#)  
Please scroll down to view the backup material.



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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing and adoption of a Resolution regarding a Conditional Use Permit (CUP) for the off-site sale of alcohol and a Consistency Review for a new 7-Eleven to be located at 110 National City Blvd. (Applicant: Steven Pollock) (Case File No. 2020-05 CUP, DSP)

*MR*

**PREPARED BY:** Martin Reeder, AICP – Principal Planner

**DEPARTMENT:** Community Development

**PHONE:** 619-336-4313

**APPROVED BY:** 

**EXPLANATION:**

The applicant has applied for a CUP and Downtown Specific Plan Consistency Review (DSP) to construct a 7-Eleven convenience store in a new 2,700 square-foot commercial building. The property is currently developed with a convenience store (One Ten Liquor) – proposed to be demolished – which has a legal non-conforming Type 21 (off-sale general) Alcohol Beverage Control (ABC) license. The convenience store proposes to sell beer, wine, and distilled spirits for off-site consumption from 6:00 a.m. to midnight daily.

The Planning Commission conducted a public hearing on June 1, 2020 and voted to approve the DSP and recommended approval to the City Council of the CUP, based on required findings and subject to Conditions of Approval.

The City Council considered the Notice of Decision for the project at their meeting of June 16, 2020 and held the item over for a public discussion in order to discuss the project in greater detail.

The attached background staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

**ENVIRONMENTAL REVIEW:**

Categorical Exemption – Class 32, Section 15332 (In-Fill Development Projects)

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

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

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission approved the Conditional Use Permit.  
Ayes: Dela Paz, Sendt, Natividad, Flores Nays: Yamane, Garcia

**ATTACHMENTS:**

- |                                      |   |
|--------------------------------------|---|
| 1. Background Report                 | 7. Department Comments                        |
| 2. Recommended Findings & Conditions | 8. Census Tract & Beat Maps                   |
| 3. Overhead                          | 9. City Council Policy 707                    |
| 4. Applicant's Plans                 | 10. CEQA Notice of Exemption                  |
| 5. Public Hearing Notice             | 11. Planning Commission Report and Resolution |
| 6. Community Meeting Information     | 12. Resolution                                |

## BACKGROUND REPORT

### Staff Recommendation

Staff recommends approval of the Conditional Use Permit (CUP) and Downtown Specific Plan Consistency Review (DSP) for a new 7-Eleven convenience store with the sale of beer, wine, and spirits for off-site consumption, based on the attached findings and subject to the attached Conditions of Approval. This recommendation includes approval of requested deviations from design guidelines related to minimum street frontage and floor area ratio (FAR) requirements.

### Executive Summary

The project applicant has applied for a CUP and DSP to construct a 7-Eleven convenience store in a new 2,700 square-foot commercial building. The project site is currently a convenience store (One Ten Liquor) with a legal non-conforming Type 21 (off-sale general) Alcohol Beverage Control (ABC) license. The convenience store proposes to sell beer, wine, and distilled spirits for off-site consumption from 6:00 a.m. to 2:00 a.m. daily. Conditions of Approval recommend that alcohol sales hours end at midnight.

### Planning Commission and City Council hearings

The Planning Commission conducted a public hearing on June 1, 2020. Commissioners asked questions regarding business operations, property access, and hours of alcohol sales. The Commission voted to approve the DSP and recommended approval to the City Council of the CUP, based on required findings and subject to Conditions of Approval. City Council considered the Notice of Decision for the project at their meeting of June 16, 2020 and held the item over for a public discussion in order to discuss the project in greater detail.

### Site Characteristics

The project site is located at the intersection of National City Boulevard and Osborn Street in Development Zone 1A of the Downtown Specific Plan. The parcel has an existing convenience store (One Ten Liquor), which has a legal non-conforming (no CUP) Type 21 ABC license. The surrounding properties are a mixture of commercial, auto repair, and residential land uses.

### Proposed Use

The applicant is proposing to demolish the existing building and construct a new 2,700 square-foot convenience store. The 13,500 square-foot property would have eight parking spaces and two one-way driveways for ingress and egress to and from National City Blvd. The property is a corner parcel with National City Blvd, wrapping around the north and east portion of the property line. The proposal also includes the sale of beer,

wine, and spirits. Four six-foot tall coolers are proposed for the display of beer and one for the display of wine; there will also be a four-foot tall gondola with four shelves for a room temperature display of wine. These coolers are located approximately 30 feet from the entrance of the store. The display of spirits would be located behind the sales counter in a six-foot tall cabinet, which only 7-Eleven staff would have access. The applicant is requesting alcohol sales between the hours of 6:00 a.m. and 2:00 a.m. daily, the maximum permitted by the State.

#### Downtown Specific Plan Consistency Review

Projects in the Downtown Specific Plan Area require Consistency Review, which is subject to one of three levels of approval with regard to process. A level one project meets all applicable General Plan, Specific Plan, and Municipal Code requirements; a Level Two project requests variances and/or deviations; a Level Three project requests an amendment to the Downtown Specific Plan that would necessitate additional environmental review (e.g. exceeding the maximum number of units permitted, changing the allowable type of development, etc.).

This project is subject to a Level Two Consistency Review, due to the need for variances/deviations from the development standards – the zone requires a minimum 75% street wall and a minimum floor area ratio (FAR) of 3:1 (three times the lot size), both requirements that are not met by the proposed design.

The Specific Plan designation and zoning for 110 National City Blvd. is Development Zone 1A of the Downtown Specific Plan, which allows for retail, entertainment or employment uses. These uses may be mixed either horizontally or vertically or developed on a parcel-by-parcel or block-by-block basis. Development may be “auto-oriented” (e.g. drive-through restaurant), but National City Boulevard is to have a pedestrian orientation. Mixed-use developments are highly encouraged. Since this development zone is part of the "gateway" to downtown, and National City Boulevard is intended to be its primary "ceremonial" artery, every effort should be made to strengthen the definition, streetscape and pedestrian character of National City Boulevard's pedestrian streetscape.

While mixed-use developments are highly encouraged, they are not required. Development Zone 1A refers to the Major Mixed-Use Corridor (MXC-2) development standards for any development standards not specifically mentioned in the specific plan; as such, the mixed-use zones require buildings to be built to the property line to provide projects that are pedestrian friendly. The proposed 7-Eleven would not be built to the property line, but instead would be constructed with parking in the front and the structure to the rear of the property.

The irregular shape of the parcel makes development that meets these requirements, difficult. Along with the requirement to build to the property line, a minimum 75% street wall is also required, meaning that the structure would need to be built along three fourths or more of the street frontage. The only viable automobile access would then be from the alley, meaning customers would need to turn into the alley to park and continue through the alley to exit; One Ten Liquor is currently configured this way and suffers from circulation issues as a result. The current proposal would provide access to and from National City Blvd, which is more appropriate.

### Public Comment

As discussed below, two emails were forwarded to staff related to the online project presentation, which was a requirement of the CUP application. One of which was from a local developer who stated that the proposal did not meet the goals and objectives of the Downtown Specific Plan, in particular as it relates to housing. While it is true that mixed-use development is highly encouraged in the Downtown Specific Plan area, stand-alone retail use is also permitted. Staff reached out to the project applicant about the possibility of including a residential element in the design (as suggested by the developer in the email previously mentioned); however, the applicant stated that it was not economically feasible for them to do so.

It should be noted that this area is a gateway to the City and could be developed with a landmark project more in line with the overarching goals of the Downtown Specific Plan. However, it is ultimately up to property owners on what they can and cannot accomplish. Although a more ambitious project is possible, it would likely necessitate parcel assemblage and additional funding, things that the property owner has stated are not possible at this time. Parcel assemblage, in particular, is difficult, due to an alley to the west and established or long-term uses further south on the same block (a single-family residence, a long-operating auto upholstery shop, and a commercial building with a telecommunications facility located on the property).

### Architecture

In order to take advantage of the unique shape of the property, the proposed building is roughly triangle in shape with the longest building frontage roughly parallel to National City Blvd. (this portion of National City Blvd. is angled at approximately 45 degrees to the northwest as it transitions into Main Street in the City of San Diego). While the building design and layout fits well on the lot, the design was initially very straightforward, being primarily a tan-colored painted Concrete Masonry Unit block wall. In order to be of more visual interest, as well as consistent with Land Use Code (LUC) design regulations, a condition has been added to require compliance with code requirements related to building aesthetics and materials, among others (No. 23).

In response to comments at the Notice of Decision hearing about needing a design more indicative of a gateway, the applicant has submitted modified elevations of the proposed building (Attachment 4). The new design uses the same footprint, but is higher than the original – 24 feet as opposed to the original 18 feet-six inches – and features a more prominent entrance. There is also a mix of stucco and painted concrete brick, as well as additional accent trim. This has improved the aesthetic of the design.

#### Findings for Approval of the Consistency Review

There are no formal findings for approval of a Consistency Review, other than determining consistency with the Downtown Specific Plan. However, the following three findings are included.

1. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The building is new and will improve upon the existing convenience store design by moving it to a location on the property that allows for more function and accessibility. The parcel is an irregular shape that has non-conforming parking making access difficult. If the project adheres to all required standards, the main access would be an alley that would continue the trend of difficult accessibility.

2. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed use is the same as that existing on-site and is a permitted use per the zoning. The project is far under the maximum Floor Area Ratio (FAR), meaning that both the density and intensity of the project is physically suitable for the site. The existing infrastructure is capable of handling the new development.

3. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

Per Section Class 32, Section 15332 (In-Fill Development Projects), the project is categorically exempt from CEQA analysis, as the proposed development replaces the existing use with the same type of use, and because the property can be adequately served by all required utilities and public services.

#### Required Findings for Approval of the development standards exemptions

While there are no formal findings for approval of the consistency review contained in the Specific Plan, there is the need for a finding to be made in order to approve an exemption

from the required development standards. The approving body may approve the exemption based on one of the following findings:

1. The project includes a significant public amenity that would otherwise not be required or be achievable with the strict enforcement of these standards; or
2. The project makes a significant contribution to off-site public space in downtown National City, such as street improvements, public plazas, public park improvements and other improvements that are called for in the Specific Plan.

In this case, the project would be required to contribute a significant amount of money (10% of the project valuation) towards off-site improvements (e.g. curb, gutter, and sidewalk).

In addition, the project is providing significant landscape improvements, including street trees, along the property frontage, thus improving the current area's aesthetics.

Findings for Denial of the Consistency Review

1. While the use itself is consistent with the Downtown Specific Plan, the proposed project does not meet all of the required development standards; the minimum FAR for Development Zone 1A is 3:1. The project also requires a street wall of at least 75% and a maximum street frontage setback of 10 feet, both aspects that the project does not meet.
2. The project does not include a significant public amenity that would otherwise not be required or be achievable with the strict enforcement of the standards contained in the Downtown Specific Plan
3. The project does not make a significant contribution to off-site public space in downtown National City, such as public plazas, public park improvements and other improvements that are called for in the Specific Plan, with the exception of required street improvements generally included as conditions of any development project.

Alcohol Sales

Section 18.30.050 of the LUC allows for the off-site sale of alcoholic beverages with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 190 occupants and owners.

Community Meeting - Pursuant to LUC Section 18.30.050 (C), a community meeting is required to be held by the applicant prior to a public hearing at Planning Commission. Because of the social distancing requirements necessary due to the COVID-19 pandemic, it was not possible to hold a traditional community meeting, as required. However, the applicant worked with Planning staff on finding an alternative solution to meet the requirement. The applicant posted a pre-recorded project description on YouTube and included the presentation link in the mailer informing all owners and occupants of the project. Comments received via the email address were forward to Planning staff for inclusion in the staff report. The video was uploaded on Monday, April 20, 2020 and the owners and occupants were given two weeks (May 4, 2020) to view the video and provide comment. There were 100 views of the video and, two emails received on the project, which were forwarded to staff. The meeting advertisement and comments are attached (Attachment 5). According to the applicant, the same 190 occupants and owners that were notified of the Planning Commission and City Council meetings were notified of the community meeting. One of the responses to the video is discussed above. The other was from a community member who supported the current business and stated they wished it to remain.

Distance Requirements

The LUC states that a business shall not be located within 660 feet of any public school. The closest public school is Central Elementary School, which is over 3,000 feet away.

Alcohol Sales Concentration/Location – Per The California Department of Alcoholic Beverage Control, there are currently seven off-sale permits issued in the subject census tract (219). These permits are:

Name	Address	License Type*	CUP	Close
Arco Gas Station	133 W 8 <sup>th</sup> St.	20	Yes	11 p.m.
Valero Gas Station	10 Osborn St.	20	Yes	12 a.m.
One Ten Liquor & Market	110 National City Blvd.	21	No	2 a.m.
Big B Market	1540 Coolidge Ave.	20	No	2 a.m.
Cozine's Grocery	402 Civic Center Dr.	21	Yes	10 p.m.
My Goody's	2424 Hoover Ave. Ste. 'E'	20	Yes	9 p.m.
Shell Gas Station	3230 National City Blvd.	20	Yes	10 p.m.

- \* Type 20 - Off-Sale Beer and Wine
- Type 21 - Off-Sale General

Three of the off-sale licenses are gas stations, and the remaining four are markets. The attached census tract map shows the location of the subject tract. ABC recommends that a total of four off-sale alcohol permits be issued in this census tract, where seven exist. However, there will be no net increase in the number of licenses, due to the existing license carrying over to the new business. It should be noted that, while there is no existing CUP for the property, and thus no City conditions on the ABC license (as with conditionally-permitted businesses), conditions included in this CUP application will be placed on the ABC license when it is transferred to the new operator.

It should be noted that there are nine other 7 Eleven locations in the City. All but one have an ABC Type 20 (off-sale beer and wine) license. Only the location at 3100 East Plaza Blvd. has a Type 21 (off-sale general) license, as is being requested in this case.

#### Hours of operation

As noted in the table above, only the two existing ABC licenses without a CUP (of which this CUP would replace one) have a closing time after midnight (the maximum allowed by the state is 2 a.m.). One of the five outlets with a CUP closes at 12 a.m. and is located across the street to the north of the project (10 Osborn Street). The remaining outlets close at 11 p.m. or before. The most recent CUP approval (3230 National City Blvd.), which was approved in 2019, has alcohol sales hours ending at 10 p.m. In order to be consistent with recent approvals, it is suggested that the proposed 7-Eleven have alcohol sales hours no later than midnight. Conditions of approval reflect this time (No. 8).

#### Police Department

Based on a Risk Assessment provided by the Police Department, 7-Eleven has a risk factor of 15 points, which is a medium risk (13-18 points) out of 24. Each category has a maximum of three points possible. The business received three points for hours of operation (closing after 11:00 pm), three points for crime rate (high), and three points for alcohol businesses per census tract.

#### Institute for Public Strategies (IPS)

IPS stated that they had no concerns in regards to the project and as such had no comments on the project.

#### Required Findings for Approval of the CUP

The Municipal Code contains six required findings for CUPs as follows:



1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within Development Zone 1A pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

The commercial use is consistent with the General Plan and Downtown Specific Plan designation of Development Zone 1A, which allows for retail uses.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The existing use of the property is a local market/liquor store, which is practically the same as the proposed use; there would be little change in operating characteristics related to alcohol sales other than the use coming into compliance with City Council Policy 707, which regulates alcohol sales.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed 2,700 square-foot building can accommodate the proposed alcohol sales, without resulting in an increase in demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

There are conditions limiting the hours of alcohol sales and establishing operating regulations, which increase the compliance of the proposed business over the previous business, which did not have a CUP and was only regulated by ABC license requirements.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The alcohol sales portion of this application is not subject to CEQA, as it is not a considered a project per section 15378. The sale of alcohol would not result in a physical impact.

The following conditions also apply to this CUP:

7. The proposed use is deemed essential and desirable to the public convenience or necessity.

The alcohol sales will contribute to the viability of the convenience store, an allowed use in Development Zone 1A. Alcohol sales would also add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not need to visit multiple locations, thus reducing vehicle trips.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

#### Findings for Denial of the CUP

1. That granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because increased alcohol sales may contribute to the high crime rate in the area.
2. The proposed use is not deemed essential and desirable to the public convenience and necessity because there are six other off-sale alcohol outlets located in the same census tract as the subject property where alcohol can be purchased.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

#### Conditions of Approval

Comments were received from the Engineering and Fire departments; the comments focused on Building and Fire Code requirements. All comments are included as Conditions of Approval. In addition, standard Council Policy 707 conditions for off-site

alcohol sales have been included with this permit (hours of operation, employee training, accessory sales, etc.). In addition to the alcohol-related conditions, there are also Planning Division conditions related to development standards that will be reviewed during the building permit process (e.g. building design, site design, and landscaping).

### Summary

The proposed convenience store meets all of the requirements of the LUC in regards to alcohol sales for off-site consumption due to the use being conditionally-allowed in Development Zone 1A. The project is not consistent with all of the development standards of the LUC and Downtown Specific Plan in regards to setbacks and FAR. However, it should be mentioned that the parcel suffers from an irregular shape and from access issues stemming from it being adjacent to a major access point to National City from the freeway (National City Boulevard). In addition, the alley adjacent to the westerly property line affects its ability to meet these standards. Furthermore, the project will contribute jobs and sales tax to the City.

The addition of alcohol sales is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. Conditions of approval are intended to offset potential impacts which may result from operation of the business. The hours of alcohol sales, as recommended by staff, are from 6:00 a.m. to 12:00 a.m. daily. Staff is recommending approval based on the findings of this report.

### OPTIONS

1. Approve 2020-05 CUP, DSP subject to the attached conditions, based on attached findings; or
2. Deny 2020-05 CUP, DSP based on attached findings or findings to be determined by the City Council; or,
3. Continue the item for additional information.

**RECOMMENDED FINDINGS FOR APPROVAL OF THE CONSISTENCY REVIEW**

2020-05 CUP, DSP – 110 National City Blvd.

1. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the building is new and will improve upon the existing convenience store design by moving it to a location on the property that allows for more function and accessibility.
2. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed use is the same as that existing on-site and is a permitted use per the zoning. The project is also under the maximum permissible floor area ratio and provides excess parking on site. In addition, the existing infrastructure is capable of handling the new development.
3. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is considered to be categorically exempt from CEQA analysis per Section Class 32, Section 15332 (In-Fill Development Projects). The proposed development replaces the existing use with the same type of use and the property can be adequately served by all required utilities and public services.

**RECOMMENDED FINDING FOR APPROVAL OF THE EXEMPTIONS FROM  
THE DEVELOPMENT STANDARDS**

1. The project would be required to contribute a significant amount of money (10% of the project valuation) towards off-site improvements (e.g. curb, gutter, sidewalk). In addition, the project is providing significant landscape improvements, including street trees, along the property frontage, thus improving the current area's aesthetics.

**RECOMMENDED FINDINGS FOR APPROVAL  
OF THE CONDITIONAL USE PERMIT**

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within Development Zone 1A pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the commercial use is consistent with the General Plan and Downtown Specific Plan designation of Development Zone 1A, which allows for retail uses.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the existing use of the property is a local market/liquor store, which is practically the same as the proposed use; there would be little change in operating characteristics related to alcohol sales other than the use coming into compliance with City Council Policy 707, which regulates alcohol sales.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed 2,700 square-foot building can accommodate the proposed alcohol sales, without resulting in an increase in demand for parking on the property.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because issuance of the discretionary permit will increase the compliance of the proposed business over the previous business, which did not have a CUP and was only regulated by ABC license requirements, because they can lose the right to sell if all conditions are not met
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA), because the alcohol sales portion of this application is not subject to CEQA, as it is not a considered a project per section 15378. The sale of alcohol would not result in a physical impact.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the alcohol sales will contribute to the viability of the convenience store, an allowed use in Development Zone 1A. Alcohol sales would also add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their needs, thus reducing vehicle trips.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

**RECOMMENDED FINDING FOR DENIAL OF THE CONSISTENCY REVIEW**

2020-05 CUP, DSP – 110 National City Blvd.

1. While the use itself is consistent with the Downtown Specific Plan, the proposed project does not meet all of the required development standards; the minimum FAR for Development Zone 1A is 3:1. The project also requires a street wall of at least 75% and a maximum street frontage setback of 10 feet, both aspects that the project does not meet.

**RECOMMENDED FINDINGS FOR DENIAL OF THE EXEMPTIONS FROM THE DEVELOPMENT STANDARDS**

1. The project does not include a significant public amenity that would otherwise not be required or be achievable with the strict enforcement of the standards contained in the Downtown Specific Plan
2. The project does not make a significant contribution to off-site public space in downtown National City, such as public plazas, public park improvements and other improvements that are called for in the Specific Plan, with the exception of required street improvements generally included as conditions of any development project.

**RECOMMENDED FINDINGS FOR DENIAL OF THE CONDITIONAL USE PERMIT**

1. That granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because increased alcohol sales may contribute to the high crime rate in the area.
2. The proposed use is not deemed essential and desirable to the public convenience and necessity because there are six other off-sale alcohol outlets located in the same census tract as the subject property where alcohol can be purchased.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

## RECOMMENDED CONDITIONS OF APPROVAL

2020-05 CUP, DSP – 110 National City Blvd.

### General

1. This *Conditional Use Permit and Downtown Specific Plan Consistency Review* authorizes the sale of alcohol for off-site consumption at 110 National City Blvd. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2020-05 CUP, DSP dated 3/9/2020.
2. Before this *Conditional Use Permit and Downtown Specific Plan Consistency Review* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit and Downtown Specific Plan Consistency Review*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit and Downtown Specific Plan Consistency Review* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.
6. Violation of the ABC license for the business located at this property shall constitute a violation of this Conditional Use Permit.

### Planning

7. The sale of alcohol shall be permitted only between the hours of 6 a.m. to 12 a.m. daily.

8. Coolers containing alcohol products shall be locked and made inaccessible to the public between the hours of 12:00 a.m. and 6:00 a.m.
9. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
10. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
11. No wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
12. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
13. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
14. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
15. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
16. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit A, Case File No. 2020-05 CUP, DSP, dated 3/9/2020.
17. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Division, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."
18. Containers of alcohol may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
19. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are



prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.

20. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
21. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
22. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
23. Plans submitted for construction shall conform to Land Use Code Sections 18.42.040 (Screening mechanical equipment and elevator housing), 18.42.050 (Commercial and institutional building design standards.), and 18.46 (Outdoor Lighting).
24. Security lighting shall be installed on the west elevation of the building along the alley. The lighting shall be shielded so as not to shine directly towards adjacent residential properties.
25. Plans submitted for construction permits shall show that a non-combustible cover for all trash enclosures be provided. Trash enclosure gates shall not open into the City right-of-way (i.e. alley).
26. All proposed business signage shall be in conformance with Land Use Code requirements. Signs are limited to one sign per frontage along a street, freeway, parking lot, or alley.
27. Bicycle parking shall be provided per NCMC 18.45.120 (Bicycle Parking).

#### Engineering

28. A drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared by a Registered Civil Engineer, or other qualified professional, and shall be in accordance with the City requirements.

29. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at the link below \*. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

\*<http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees>.

30. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
31. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be of 6-inch size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
32. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
33. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Those portions of the alley and sidewalk adjacent to the property as marked in the field.
34. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
35. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.

36. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
37. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
38. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
39. The existing sewer lateral is not of the minimum size required by the City. The building shall have a new six inch lateral installed to the street main.

#### Fire

40. Project shall be designed to the current editions of NFPA, CFC and CCR.

#### Building

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

2020-05 CUP, DSP – 110 National City Blvd. – Overhead



ATTACHMENT 3

SHEET INDEX

- 1 - COVER SHEET
- 2 - CONCEPTUAL SITE PLAN
- 3 - CONCEPTUAL LANDSCAPE PLAN
- 4 - 2ND-FLOOR PLAN
- 5 - A3.0-EXTERIOR ELEVATIONS
- 6 - A3.1-EXTERIOR ELEVATIONS
- 7 - A3.2-EXTERIOR ELEVATIONS
- 8 - A3.3-EXTERIOR ELEVATIONS

REQUEST

A CONDITIONAL USE PERMIT (CUP) PURSUANT TO NATIONAL CITY MUNICIPAL CODE 18.30.059 FOR AN ALCOHOLIC BEVERAGE OUTLET IN THE 1A ZONE. HOURS OF OPERATION ARE TO BE 24-HOURS PER DAY, 7 DAYS A WEEK.

DEVELOPMENT SUMMARY

PROJECT NAME: 7-ELEVEN #1043592  
 OWNER'S ADDRESS: 2009 HICKBERRY HILL DRIVE, LA JOLLA  
 YEAR CONSTRUCTED: N/A  
 ZONING DISTRICT: "A" - DEVELOPMENT ZONE 1A  
 APRIL 2002-1546  
 LEGAL DESCRIPTION:  
 THE LAND REFERRED TO HEREIN BELONGS TO SITUATED NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:  
 LOTS 20, 21 AND 22 IN BLOCK 2 OF NATIONAL CITY, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1982.  
 ALSO ALL THAT PORTION OF THE SOUTH 1/4-1/4 OF FIRST STREET IN SAID NATIONAL CITY INCLUDING SAID LOT 22 IN SAID BLOCK 2 ON THE PLAN HEREIN ULTIUS JANUARY 7, 1913, BY RESOLUTION NO. 357, BY THE BOARD OF TRUSTEES OF THE CITY OF NATIONAL CITY.  
 EXCEPTING FROM SAID LOTS 21 AND 22 THAT PORTION THEREOF COVERED BY SAN URBAN LAND COMPANY, A CORPORATION, TO THE CITY OF NATIONAL CITY BY DEED RECORDED IN BOOK 303, PAGE 355 OF DEEDS, RECORDS OF SAID SAN DIEGO COUNTY.

PROJECT DIRECTORY

<p><b>7-ELEVEN CONSTRUCTION MANAGER</b>                  ROGER SHADOWN                  7-ELEVEN, INC.                  3200 HICKBERRY RD                  IRVING, TX 75062                  ROGER.SHADOWN@7-11.COM                  852.770.9029</p>	<p><b>ENGINEER</b>                  MATTHEW BARDLOW, PE                  HALEY CORN AND ASSOCIATES, INC.                  401 S ST #200                  SAN DIEGO, CA 92101                  MATTHEW.BARDLOW@HALEY-CORN.COM                  619.744.0182</p>	<p><b>NOTE: CONTACT THE CONSTRUCTION PROJECT MANAGER FOR ALL RATE QUESTIONS REGARDING BILLING OR FOR A LIST OF GENERAL CONTRACTORS.</b></p>
<p><b>ARCHITECT</b>                  LYONS VANDERBEEK ENGINEERS - ARCHITECTS                  8500 CALLEIDA ST.                  SAN DIEGO, CA 92128                  LYONS@LYONS-VANDERBEEK.COM                  619.573.8989</p>	<p><b>SUBMITTER</b>                  MICHAEL BARDLOW                  HALEY CORN AND ASSOCIATES, INC.                  401 S ST #200                  SAN DIEGO, CA 92101                  MICHAEL.BARDLOW@HALEY-CORN.COM                  619.744.0142</p>	

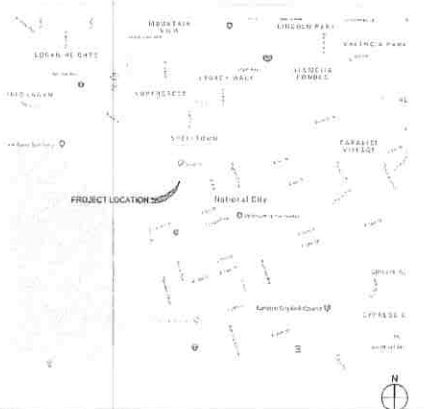
EXHIBIT: A  
 CASE FILE NO.: 2020-05 CUP, DSP  
 DATE: 3-9-20



# 7-ELEVEN

CONDITIONAL USE PERMIT FOR  
 ALCOHOLIC BEVERAGE OUTLET  
 7-11. #1043592  
 110 NATIONAL CITY BLVD.  
 NATIONAL CITY, CA 91950

VICINITY MAP

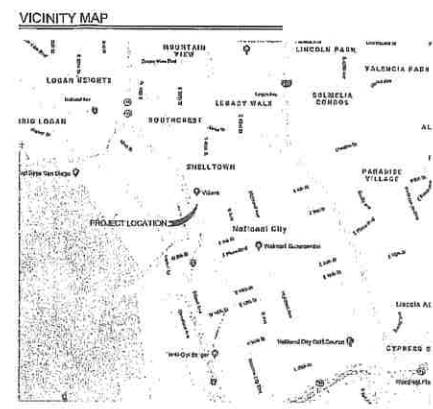
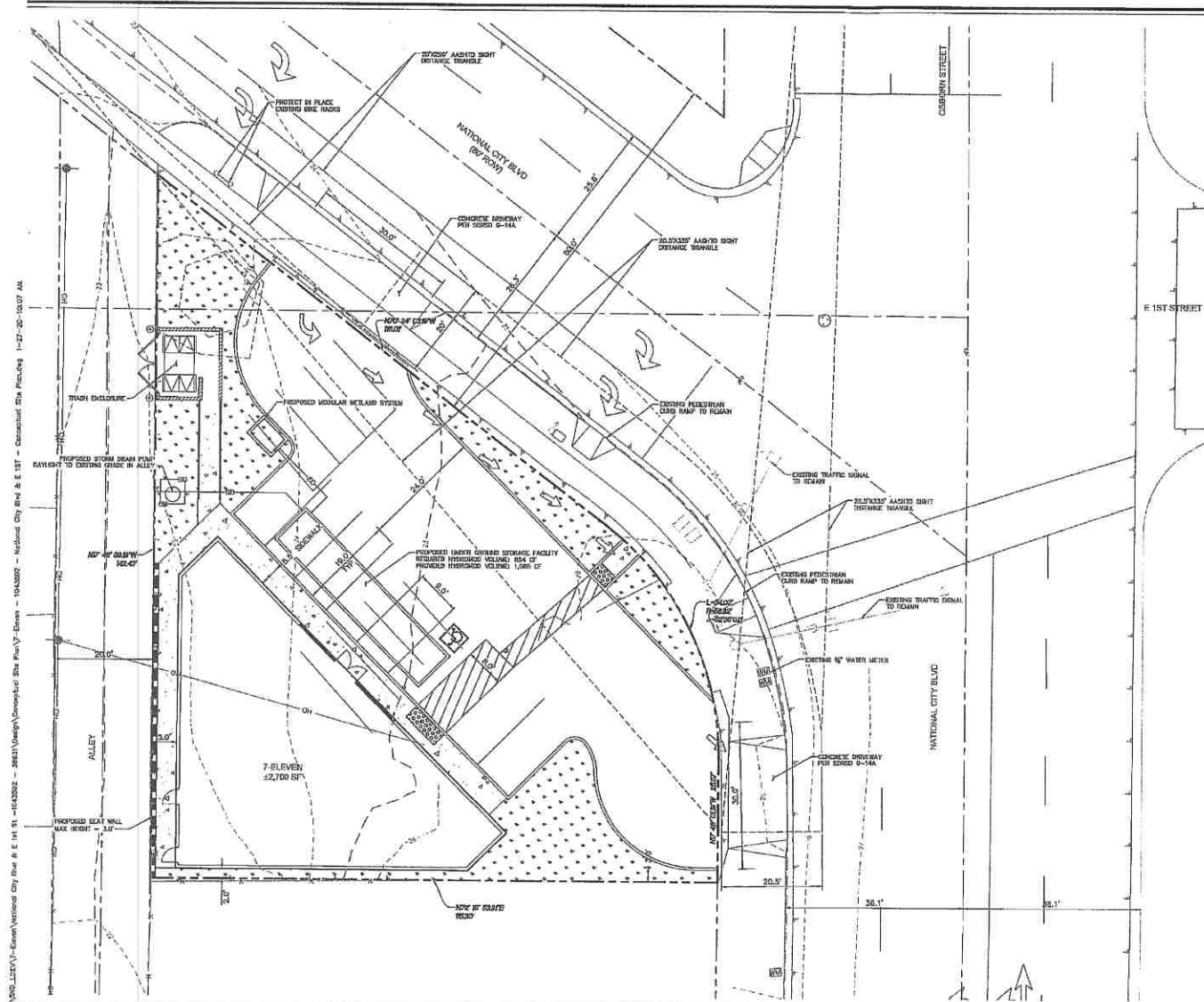


SITE LOCATION MAP



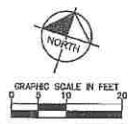
PROJECT DATA

BUILDING CODE:	2016 CALIFORNIA BUILDING CODE
MECHANICAL CODE:	2016 CALIFORNIA MECHANICAL CODE
PLUMBING CODE:	2016 CALIFORNIA PLUMBING CODE
ELECTRICAL CODE:	2016 CALIFORNIA ELECTRICAL CODE
ENERGY CODE:	2019 CALIFORNIA ENERGY CODE
GAS CODE:	2016 CALIFORNIA GAS CODE
BUILDING OCCUPANCY:	MERCANTILE F
CONSTRUCTION TYPE:	3B NON-SPRINKLERED
PROPERTY AREA:	1,220 SF
TOTAL BUILDING AREA:	6,700 SF
LANDSCAPE AREA:	2,240 SF

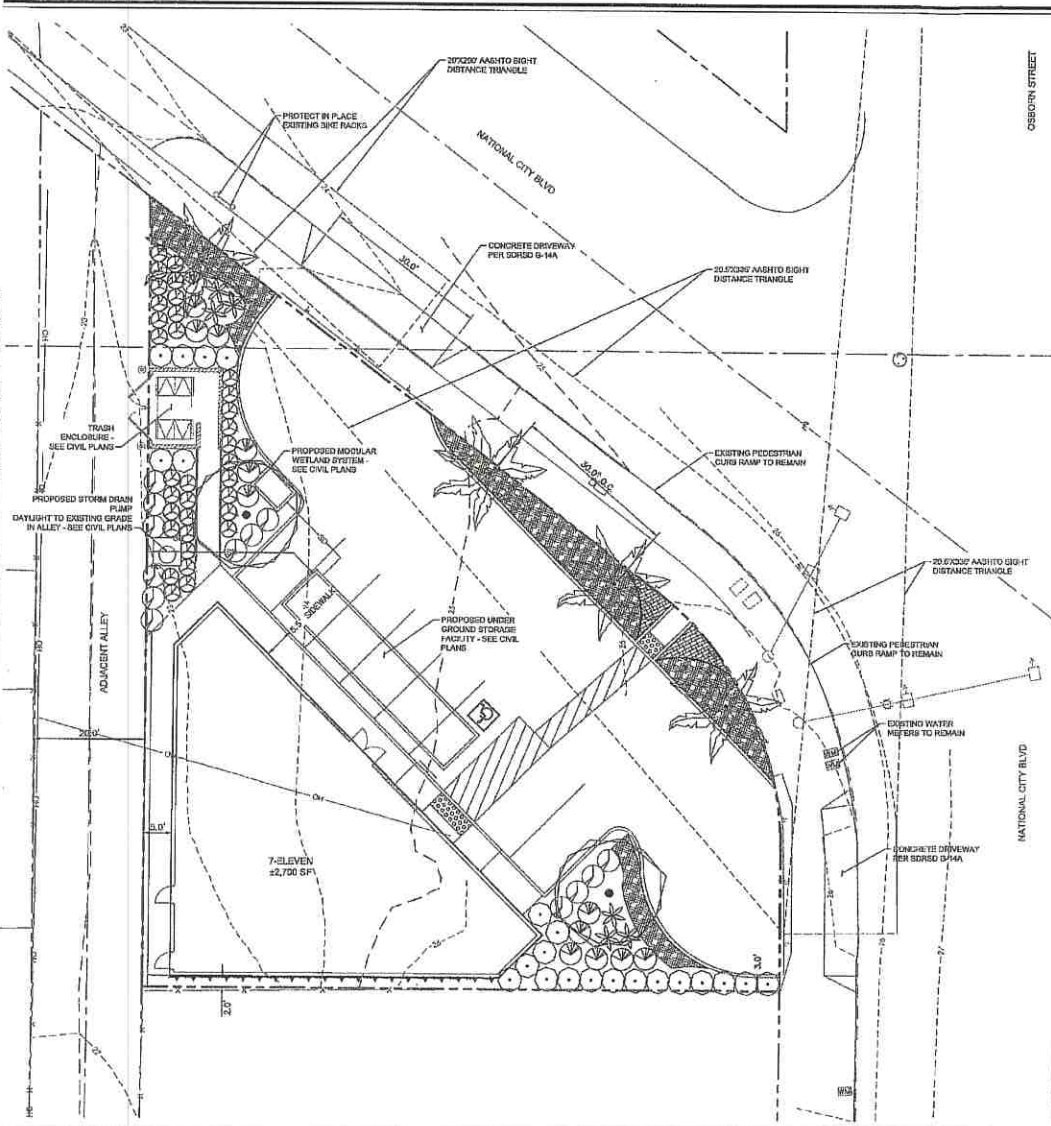


**SITE INFORMATION**

ASSESSORS PARCEL NUMBER	55-020-015
SITE LOCATION	110 NATIONAL CITY BLVD, NATIONAL CITY, CA
TOTAL SITE AREA	40,257 AC
EXISTING ZONING	DEVELOPMENT ZONE 1A - NATIONAL CITY DOWNTOWN SPECIFIC PLAN
PROPOSED ZONING	NO CHANGE
EXISTING USE	CONVENIENCE STORE
PROPOSED USE	CONVENIENCE STORE
PROPOSED BUILDING AREA	2,700 SF
BUILDING SETBACK	0' MIN / 15' MAX
LANDSCAPE SETBACK	2' MIN ABUTTING STREET
PARKING REQUIREMENTS	2 SPACES PER 1000 SF
PARKING STALLS REQUIRED	5
PARKING STALLS PROVIDED	8



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**PLANT SCHEDULE**

TREE	QTY	BOTANICAL / COMMON NAME	WUCOLS
	2	KOHLERUTHERA REPENSATA / CHINESE FLAME TREE	MODERATE
	4	DYACARDUS ROMANCOFFIANA / QUEEN PALM	MODERATE
SHRUB	QTY	BOTANICAL / COMMON NAME	WUCOLS
	13	CALLISTEMON VIMINALIS 'LITTLE JOHN' / DWARF WEEPING GOTTLEBUSH	LOW
	34	MANDRA DIVERGICA 'LEMON LIME' / LEMON LIME MANDRA	LOW
	22	OLEA EUROPAEA 'LITTLE OLIVE' TM / LITTLE OLIVE OLIVE	LOW
	6	PHORUM TENAX 'SUNDOWNER' / NEW ZEALAND FLAX	LOW
GRASS	QTY	BOTANICAL / COMMON NAME	WUCOLS
	13	MILKENSBERGIA DUBIA / PINE MEL-FLY	LOW
VEGETATION	QTY	BOTANICAL / COMMON NAME	WUCOLS
	20	TRACHELOPERGONUM JASMINOIDES / CHINESE STAR JASMINE	MODERATE
GROUND COVER	QTY	BOTANICAL / COMMON NAME	WUCOLS
	306	CAREX DIVULSA / BERKELEY SEDGE	LOW
	34	EDICEDIO BERPENS / BLUE CHALKSTICKS	LOW

**CODE REQUIREMENTS**

CODE	REQUIRED	PROVIDED
1 TREE FOR EVERY 7 PARKING STALLS (8 PARKING STALLS PROVIDED)	2 TREES	2 TREES
20% OF THE SITE MUST BE LANDSCAPE	TOTAL SITE AREA: 11,199 SF LANDSCAPE AREA REQUIRED: 2,239 SF PERCENTAGE OF LANDSCAPE AREA REQUIRED: 20%	TOTAL SITE AREA: 11,199 SF LANDSCAPE AREA PROVIDED: 2,748 SF PERCENTAGE OF LANDSCAPE AREA PROVIDED: 20%
ONE (1) TREE FOR EVERY 30 LF OF STREET FRONTAGE	4 TREES	4 TREES

**LANDSCAPE NOTE:**

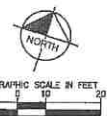
THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZING AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL, SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. DECOMPOSED GRANITE SHALL FILL IN BETWEEN STRIPES TO DISPERSE THE SOIL FROM THE SUN, EVAPOTRANSPIRATION, AND RUN-OFF. ALL SHRUBS SHALL BE IMBEDDED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER SOIL TEMPERATURE, AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE GUIDELINES SET FORTH BY THE CITY OF NATIONAL CITY MUNICIPAL CODE.

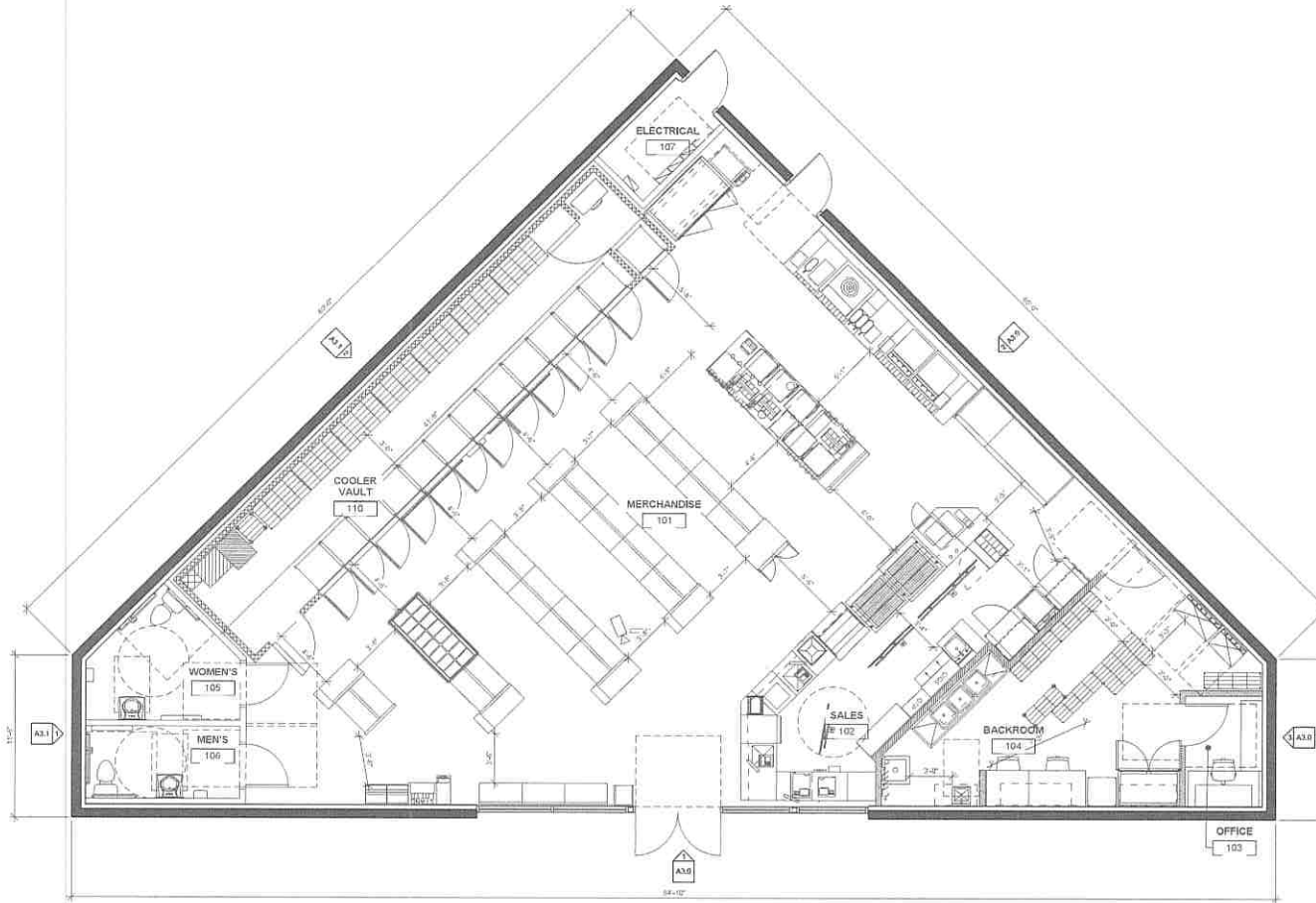
**IRRIGATION NOTE:**

AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED TO PROVIDE 100% COVERAGE FOR ALL PLANTING AREAS SHOWN ON THIS PLAN. THE WATER SUPPLY FOR THIS SITE IS A POTABLE WATER CONNECTION AND A DEDICATED IRRIGATION METER WILL BE PROVIDED. LOW VOLUME EQUIPMENT SHALL PROVIDE SUFFICIENT WATER FOR PLANT GROWTH WITH NO WATER LOSS DUE TO WATER CONTROLLERS, AND OTHER NECESSARY IRRIGATION EQUIPMENT. ALL POINT SOURCE SYSTEM SHALL BE ADJUSTED BY TESTED AND REGULATED PER THE MANUFACTURERS RECOMMENDED DESIGN PARAMETERS. ALL IRRIGATION IMPROVEMENTS SHALL FOLLOW THE GUIDELINES SET FORTH BY THE CITY OF NATIONAL CITY MUNICIPAL CODE.

I HAVE COMPLIED WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE AND IRRIGATION DESIGN PLAN.

*Michael P. Madgen*  
MICHAEL P. MADGEN, LIA 6788





**LAYOUT INFORMATION**

ROLLER GRILLS	2 (SELF SERVE)
SANDWICH CASE	9'
VAULT DOORS	12
LOW TEMP DOORS	2
ICE MERCH. DOORS	1
NOVELTY CASE	1
BAKERY CASE	1 (LG)
SLURPEE BARRELS	8
GONDOLA UNITS (60"H)	28
END CAPS (60"H)	07
POWER WINGS	(06) - NOT IN TOTAL
LOW WALLS (36"H)	03
HIGH WALLS (72"H)	00
TOTAL	38
TOTAL SQ FT	= 2,700 SF
SALES FLOOR AREA	= 1,682 SF
GAS: NO	LIQUOR: YES
BEER: YES	WINE: YES
OCCUPANCY LOAD (>49)	= 53
TRAVEL DISTANCE (<200)	= 96'
COMMON PATH OF TRAVEL (<75)	= 30'
RESTROOMS REQUIRED	= 2
EXITS REQUIRED	= 2
OVERHEAD SHELVES	= 37 FT
FLOOR SHELVES	= 32 FT

**WALL TYPE LEGEND**

CMU WALL	▬
WALL FURRING	▬
NEW WALL	▬
NEW PARTIAL HEIGHT WALL	▬
NEW COOLER WALL	▬

**OCCUPANCY CALCULATION**

MERCHANDISE	1392 SF	/	30	=	47 PEOPLE	
KITCHEN / SALES	290 SF	/	200	=	2 PEOPLE	
STORAGE/ BACK ROOM	794 SF	/	300	=	3 PEOPLE	
OFFICE	57 SF	/	100	=	1 PERSON	
RESTROOM	167 SF	/	N/A	=	0 PEOPLE	
TOTAL					=	53 PEOPLE

N

1043592 - NATIONAL CITY, CA - LAYOUT 2

110 NATIONAL CITY BLVD  
 NATIONAL CITY, CA

SCALE: 1/4" = 1'-0"

06/05/18

APPROVED: YES  NO

00/00/18

Description					
Rev. #	Date				
PROTO 10-23-2019					
7-ELEVEN, INC. 3208 HACKBERRY ROAD, IRVING, TEXAS 75063 7-ELEVEN #1043592 110 NATIONAL CITY BLVD NATIONAL CITY, CA 95190					
FLOOR PLAN					
LYONS WARREN 8885 SHELTON ST. SAN JOSE, CA 95128-4445 TEL: (415) 271-8888 FAX: (415) 271-8888 WWW.LYONSWARREN.COM					
Job#	SEP1905	Scale	AS NOTED	Date	1/24/2020
Drawn By	KC	Checked By	RS		
Documents prepared by The Division Group are to be used for the specific project for which they are prepared. They are not to be used for any other project, by owner or contractor, without the written consent of The Division Group. The Division Group does not warrant the accuracy of the information contained in any drawings that are prepared by a member of the staff of The Division Group. The Division Group does not warrant the accuracy of the information contained in any drawings that are prepared by a member of the staff of The Division Group.					
SHEET: A2.0					





**LAYOUT INFORMATION**

ROLLER GRILLS	2 (SELF SERVE)
SANDWICH CASE	9'
VAULT DOORS	12
LOW TEMP DOORS	2
ICE MERCH. DOORS	1
NOVELTY CASE	1
BAKERY CASE	1 (LG)
SLURPEE BARRELS	8
GONDOLA UNITS (60"H)	28
END CAPS (60"H)	07
POWER WINGS	(06) - NOT IN TOTAL
LOW WALLS (36"H)	03
HIGH WALLS (72"H)	00
TOTAL	38

TOTAL SQ FT = 2,700 SF  
SALES FLOOR AREA = 1,682 SF

GAS: NO      LIQUOR: YES  
BEER: YES    WINE: YES

OCCUPANCY LOAD (>49) = 53  
TRAVEL DISTANCE (<200) = 96'  
COMMON PATH OF TRAVEL (<75) = 30'  
RESTROOMS REQUIRED = 2  
EXITS REQUIRED = 2

OVERHEAD SHELVES = 37 FT  
FLOOR SHELVES = 32 FT

**WALL TYPE LEGEND**

CMU WALL	
WALL FURRING	
NEW WALL	
NEW PARTIAL HEIGHT WALL	
NEW COOLER WALL	

**ALCOHOL - SALES FLOOR**

	BEER SALES AREA = 30 SF
	WINE SALES AREA = 21 SF
	LIQUOR SALES AREA = 9 SF
	ALCOHOL STORAGE AREA

**OCCUPANCY CALCULATION**  
 MERCHANDISE  
 KITCHEN / SALES  
 STORAGE/ BACK ROOM  
 OFFICE  
 RESTROOM

1392 SF	/	30	=	47 PEOPLE
290 SF	/	200	=	2 PEOPLE
794 SF	/	300	=	3 PEOPLE
57 SF	/	100	=	1 PERSON
167 SF	/	N/A	=	0 PEOPLE
<b>TOTAL</b>				<b>= 53 PEOPLE</b>



**1043592 - NATIONAL CITY, CA - LAYOUT 2**

110 NATIONAL CITY BLVD  
NATIONAL CITY, CA

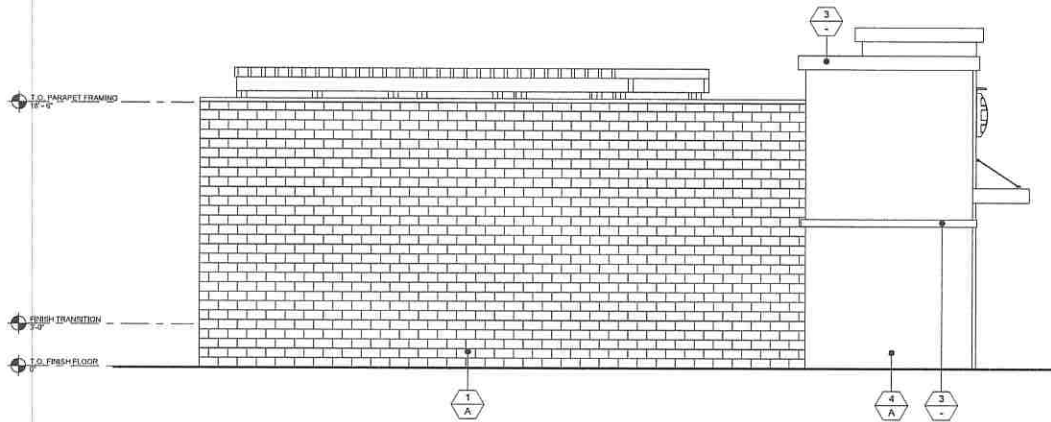
SCALE: 1/4"=1'-0"

APPROVED: YES  NO   
00/00/18

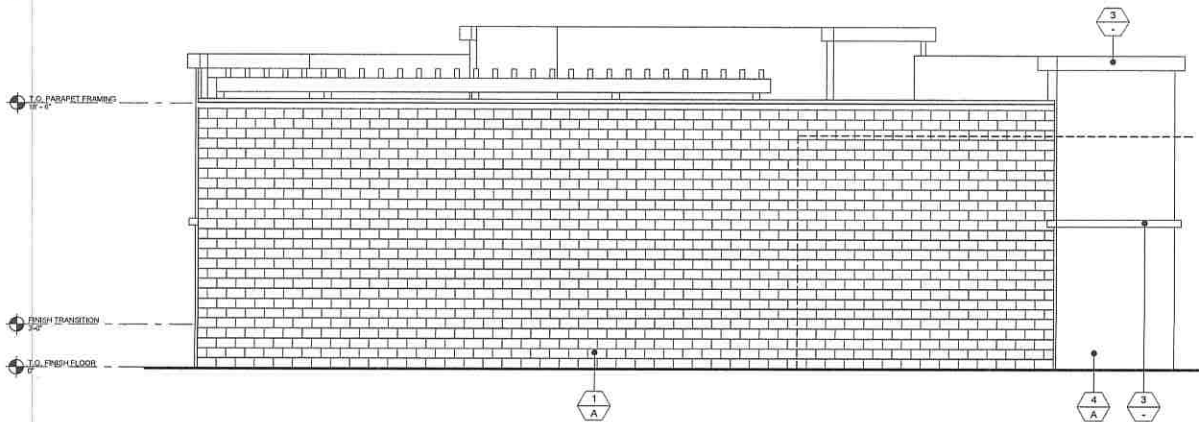
06/05/18

Rev. #	Date	Description
PROTO 10-20-2019		
7-ELEVEN, INC. 3200 HARBERRY ROAD, IRVING, TEXAS 75063		
7-ELEVEN #1043592 110 NATIONAL CITY BLVD NATIONAL CITY, CA 95120		
FLOOR PLAN		
<b>LYONS WARREN</b> ARCHITECTURE & INTERIORS 2400 CHINA ST. SAN ANTONIO, TX 78204 TEL: (214) 343-1453 FAX: (214) 343-1454 WWW.LYONSWARREN.COM		
JOB#:	SEI-1006	AS NOTED
Scale:	1/2"=1'-0"	12/2/2018
Date:	12/2/2018	KC
Drawn By:	KC	RS
Checked By:	RS	
I, the undersigned, being a duly Licensed Professional Engineer in the State of Texas, do hereby certify that the above is a true and correct copy of the original drawings as the same were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas. My Commission Number is 10000.		
SHEET: <b>A2.0</b>		





2 ELEVATION - SOUTH EAST  
 1/4" = 1'-0"



1 ELEVATION - SOUTH (INTERIOR PROPERTY LINE)  
 1/4" = 1'-0"

**MATERIAL SAMPLES**



Rev. #	Date	Description

**FINISHES**

- 1 PAINTED CMU
- 2 STORE FRONT - ALUMINUM GLAZING
- 3 GALVANIZED SHEET METAL COPING, PAINTED BRONZED FINISH
- 4 PLASTER FINISH

**MATERIAL SAMPLES**

- A ROW HOUSE TAN SW 7089 SHERWIN WILLIAMS
- B DARK BRONZE STORE FRONT KAWNEER

PROTO 10-23-2019

7-ELEVEN, INC.  
 3300 HACKBERRY ROAD, IRVING, TEXAS 75063  
 7-ELEVEN #1043592  
 NATIONAL CITY, CA 91850  
 EXTERIOR ELEVATIONS

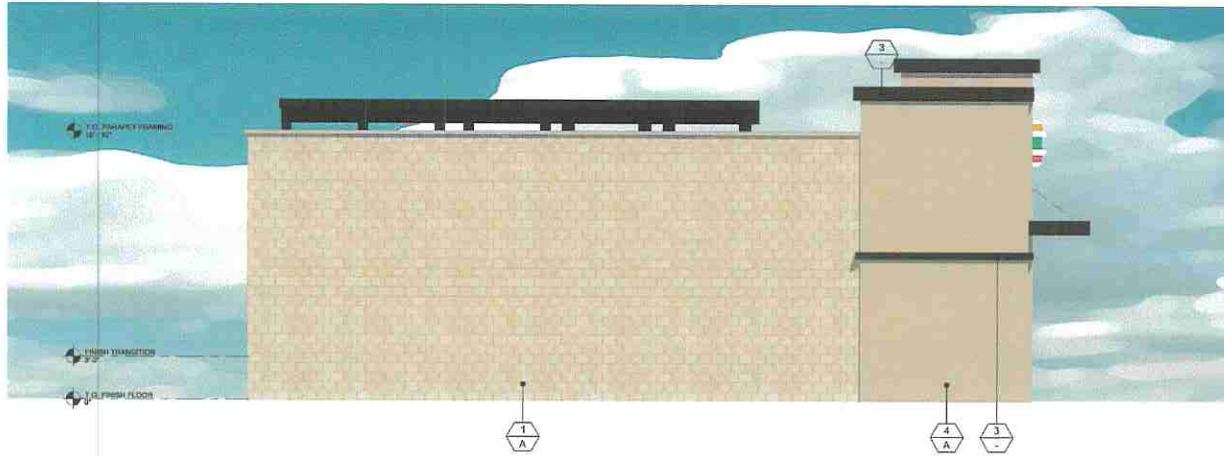


W LYONS WARREN  
 442 E. GARDEN ST.  
 ANAHEIM, CA 92810  
 714.933.8888  
 lyons@lyonswarren.com

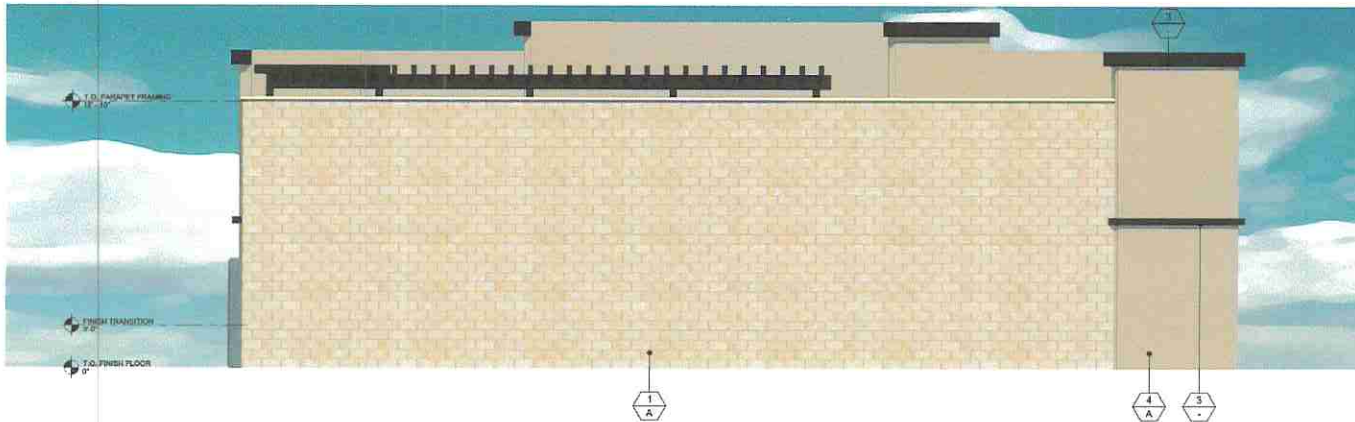
Job#: SE1805  
 Scale: AS NOTED  
 Date: 1/24/2020  
 Drawn By: KC  
 Checked By: RS



SHEET:  
**A3.1**



**2 ELEVATION - SOUTH EAST**  
 3/8" = 1'-0"



**1 ELEVATION - SOUTH**  
 1/4" = 1'-0"

**MATERIAL SAMPLES**



**FINISHES**

- 1 PAINTED CMU
- 2 STORE FRONT - ALUMINUM GLAZING
- 3 GALVANIZED SHEET METAL COPING, PAINTED BRONZED FINISH
- 4 PLASTER FINISH

**MATERIAL SAMPLES**



Rev. #	Date	Description

PROTO 10-23-2015  
**7-ELEVEN, INC.**  
 3200 HADBERRY ROAD, IRVING, TEXAS 75063  
**7-ELEVEN #1043592**  
 110 NATIONAL BLDG.  
 NATIONAL CITY, CA 91950  
 EXTERIOR ELEVATIONS



**LYONS WARREN**  
 ARCHITECTS & INTERIORS  
 5905 CRENSHAW ST.  
 LOS ANGELES, CA 90008-4100  
 888.377.8889  
 lyonswarren.com

Job#: SEI-1905  
 Scale: AS NOTED  
 Date: 1/24/2020  
 Drawn By: KC  
 Checked By: RS

Drawings prepared by the Engineering Division of the Department of Public Works, City of Los Angeles, California. The drawings are prepared by the Engineering Division of the Department of Public Works, City of Los Angeles, California. The drawings are prepared by the Engineering Division of the Department of Public Works, City of Los Angeles, California.



SHEET:  
**A3.3**



## CITY OF NATIONAL CITY

### Office of the City Clerk

1243 National City Blvd., National City, California 91950

619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

## 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, August 4, 2020**, via **LIVE WEBCAST** from the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

### **A CONDITIONAL USE PERMIT FOR THE OFF-SITE SALE OF ALCOHOL AND A CONSISTENCY REVIEW FOR A NEW 7-ELEVEN TO BE LOCATED AT 110 NATIONAL CITY BLVD.**

The Planning Commission conducted a Public Hearing at their meeting of June 1, 2020 and voted to approve the Consistency Review, and recommend approval to the City Council of the Conditional Use Permit, by a vote of 5 to 1.

Due to the precautions taken to combat the spread of coronavirus (COVID-19), the City Council Chambers, are closed to the public. Anyone interested in this Public Hearing may view the City Council Meeting on the City's webpage at <https://www.nationalcityca.gov/webcast>

The City Council will accept public comments regarding this matter via e-mail sent to [clerk@nationalcityca.gov](mailto:clerk@nationalcityca.gov). Written comments from the public (limited to a maximum of three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting.

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 via e-mail, or through written correspondence delivered to the undersigned prior to the Public Hearing.

July 22, 2020

Michael R. Dalla, City Clerk

ATTACHMENT 5

## MEMORANDUM

To: Resident of National City  
Planning / Development Services

Date: April 20<sup>th</sup>, 2020

Subject: **110 National City Blvd. – Community Presentation**

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### COMMUNITY INVOLVEMENT

Dear Current Resident,

I would like to first apologize for the inconvenience of cancelling the previous community meeting. Amidst the COVID-19 situation, we were informed we needed to cancel all in person meetings, this being one of them.

We are continuing with a virtual community meeting, to reach out to community members to obtain questions and concerns about our project. You are receiving this mailer as you are located within 600' of our proposed project, and we would like your input. Below is the link to a Youtube video:

<https://youtu.be/7wOe8LDDik>

Please use the link to view the virtual community group presentation. If you have any questions, comments, or would like to show support of the project, email us at [110nationalblvd@gmail.com](mailto:110nationalblvd@gmail.com). All correspondence will be included in the project submittal to the National City Planning Department. Only correspondence received by **May 4<sup>th</sup>, 2020** will be considered official concerns and submitted. The video will be removed following that date.

We appreciate your time and input as a community member, and we look forward to hearing from you.

Thank you,



Steven Pollock, Project Manager  
(619) 272-7112

ATTACHMENT 6

## Hoffman, Scott

---

**From:** Wolf Klauschie <wolfkla1@cox.net>  
**Sent:** Thursday, April 30, 2020 3:00 PM  
**To:** 110nationalblvd@gmail.com  
**Subject:** NO!

No, no, no! I love this liquor store and the people who own it!

--

This email has been checked for viruses by AVG.  
<https://www.avg.com>

Wolf Klauschie had also reached out by phone:

Conversation: Thursday April 30, 2020 at 3:05PM

Notes:

- Wolf lives close by and enjoys the existing store
- Believes it is the cornerstone of their community
- Enjoys seeing it from his window, and likes the mural
- Opposed to tearing the building down

## Hoffman, Scott

---

**From:** Colin Lowry <colin@cladinc.us>  
**Sent:** Sunday, May 3, 2020 9:59 PM  
**To:** 110nationalblvd@gmail.com  
**Subject:** 110 National City Blvd - community input

Hello,

I am the owner of 129 National City Blvd. I am also an architect and developer and have been involved with numerous residential and mixed use projects in and around National City. My input is based on the limited information I've been provided regarding the project. The video link provided in the last mail correspondence did not work.

From what I understand, the project is proposing a 7-11 convenience store.

The proposed project does not meet many of the stated goals of National City's Downtown Specific Plan including the following:

1.2.1.1 GOAL: Significant Economic Investment and Revitalization in Downtown

Objectives:

- A. A substantial increase of Navy personnel that live and shop in downtown.
- B. Housing densities that support local retail and service markets.
- C. Adequate affordable housing that increases housing ownership levels.

1.2.1.2 GOAL: Provide Housing.

1.2.1.3 GOAL: Effective Parking Management

Objectives:

- F. Increased use of alternative transportation vehicles including motorcycles, scooters, bicycles, electric and other low emission vehicles, and small automobiles.
- G. Increased use of carsharing, ridesharing, van-pooling, autonomous vehicles, and valet services.

1.2.1.4 GOAL: Desirable Land Use and Quality Urban Design

Objectives:

- A. Concentrated density closer to freeway on-ramps, lower volume roadways, and the trolley station.
- B. Street level activation through land use regulations, development standards, and design guidelines.
- C. The creation of micro-units with appropriate amenities.
- D. High quality, intense, and dense development through land use regulations, development standards, and design guidelines.

The project as I understand it does not provide any housing and the proposed use is car-centric and does not increase the use of alternative transportation or street level activation for pedestrian use.

In my professional opinion and my knowledge of the National City's goals for the Downtown area, this proposed project is a missed opportunity, and a poor use of the location. The property is zoned for high density residential (75 DU/A) and commercial uses, and could easily provide for a substantial number of new and sorely needed dwellings, in addition to a ground floor retail element. Housing costs are rising in National City, pushing out people who have lived here for decades. Adding housing, especially on a lot where no displacement would occur, is important to the well being of the City and provide a boost to local business.

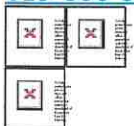


I recommend to the Owner that they reconsider the scope of the project to include a mixed use component, with residential units over ground floor retail. Due to the project's proximity to the Naval base, the 5, and downtown San Diego, National City's low vacancy and the City's overall positive attitude toward density, the location is prime for residential development. Any project that does not include housing would be a mistake.

Thank you for your consideration, feel free to call me if you would like to discuss further.

Regards,

Colin Lowry, AIA  
Architect/Owner  
619 800 8105





**NATIONAL CITY POLICE DEPARTMENT**  
**ALCOHOL BEVERAGE CONTROL**  
**RISK ASSESSMENT**

DATE: 03/18/2020

BUSINESS NAME: 7-Eleven Convenience Store

ADDRESS: 110 National City Blvd, National City, CA 91950

OWNER NAME: Bobbie Jo King DOB: \_\_\_\_\_

OWNER ADDRESS: 401 B Street, #600, San Diego, CA 92101

(add additional owners on page 2)

**I. Type of Business**

- Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

**II. Hours of Operation**

- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- Close after 11pm (3 pts)

**III. Entertainment**

- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

**IV. Crime Rate**

- Low (1 pt)
- Medium (2 pts)
- High (3 pts)

**V. Alcohol Businesses per Census Tract**

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

**Notes:**

V. 4 off sale licenses are allowed. There  
are currently 7 active off sale licenses.

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VI. Calls for Service at Location (for previous 6 months)

- Below (1 pt)
- ✓ Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- ✓ Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk ( 12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts)  <b>Total Points</b> <u>15</u>
--

VIII. Owner(s) records check

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

OWNER NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

**Recommendation:**

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Completed by: W.Walters Badge ID: 398

**ENGINEERING REQUIREMENTS FOR THE REVIEW OF  
SITE PLANS AND TENTATIVE MAPS UNDER VARIOUS  
PLANNING DEPARTMENT PERMITS**

Date: March 19, 2020

To: Planning Department

Attn: Chris Stanley

From: Charles Nissley, Sr. Engineering Technician *cd*

Via: Roberto Yano, Deputy City Engineer

Subject: Case File No. 2020-05 DSP, Cup 7-Eleven at 110 NCB

1. A drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared by a Registered Civil Engineer, or other qualified professional, and shall be in accordance with the City requirements. In particular, the plan shall show the following:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at the link below \*. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

\*<http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees>.

3. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.

4. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.

5. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.

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6. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Those portions of the alley and sidewalk adjacent to the property as marked in the field.

7. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.

8. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.

9. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.

10. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.

11. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.

12. The existing sewer lateral is not of the minimum size required by the City. The building shall have a new six inch lateral installed to the street main.



City of National City  
Fire Department  
Phone (619) 336-4550



**Fire Department  
Planning Department  
Comments**

**Date:** March 23, 2020  
**Project:** 110 National City Blvd.  
**Fire Marshal:** R. Hernandez

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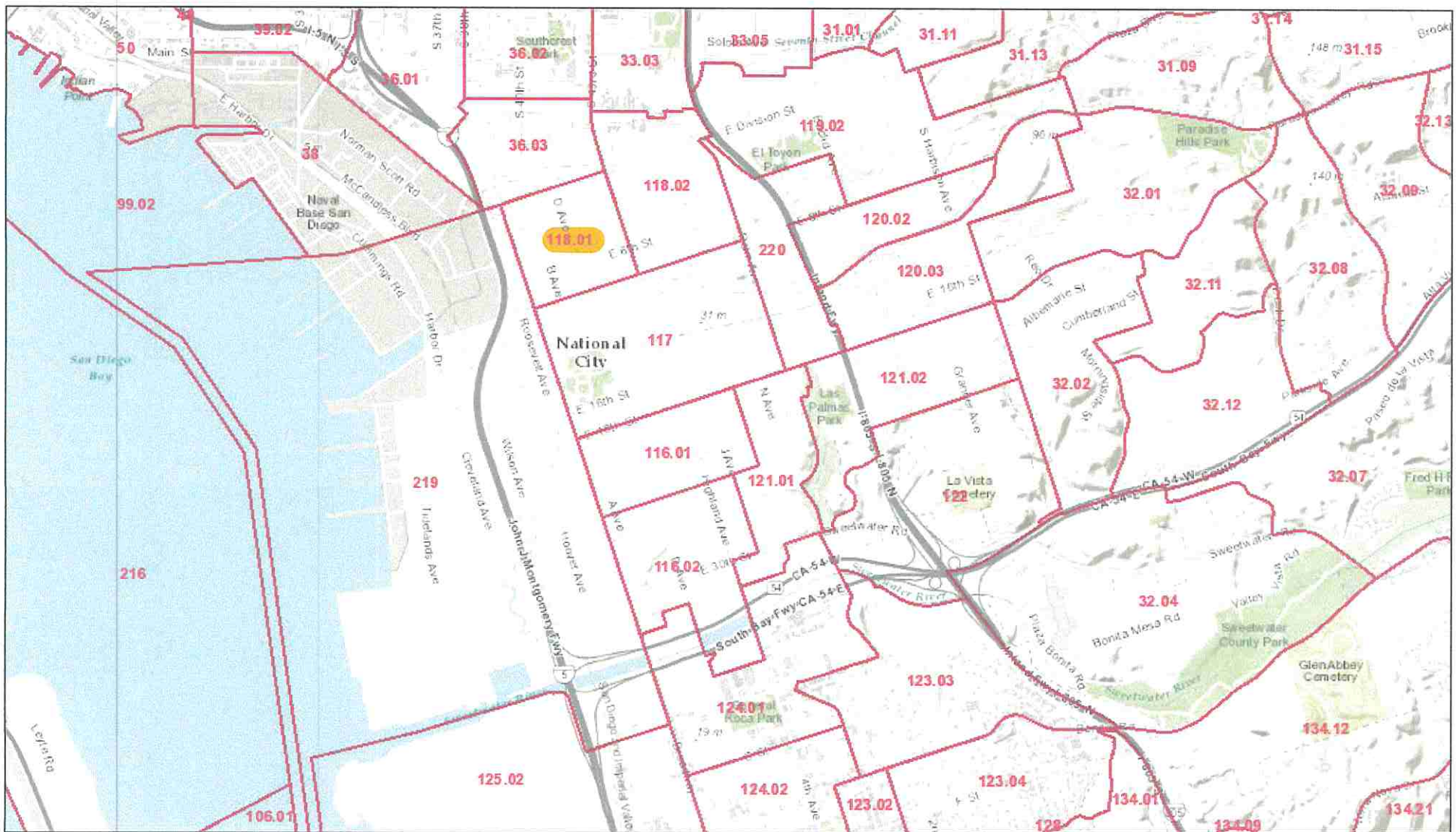
Listed plan corrections related to the National City Fire Department. If you have any questions please call (619) 336-4550.

**Please be advised: A fire Department permit will not be issued unless all corrections are completed and approved.**

---

- 1) Project shall be designed to code
- 2) The National City Fire Department utilizes all current codes and ordinances. Currently, we are using the 2019 editions of NFPA, CFC and the current edition of the CCR
- 3) Should any plan corrections be required, contractor must correct the plan and re-submit to the Fire Department for approval once again prior to installation

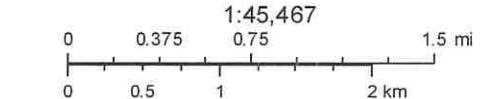
**Note:** As this is a preliminary plan review, approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes and ordinances



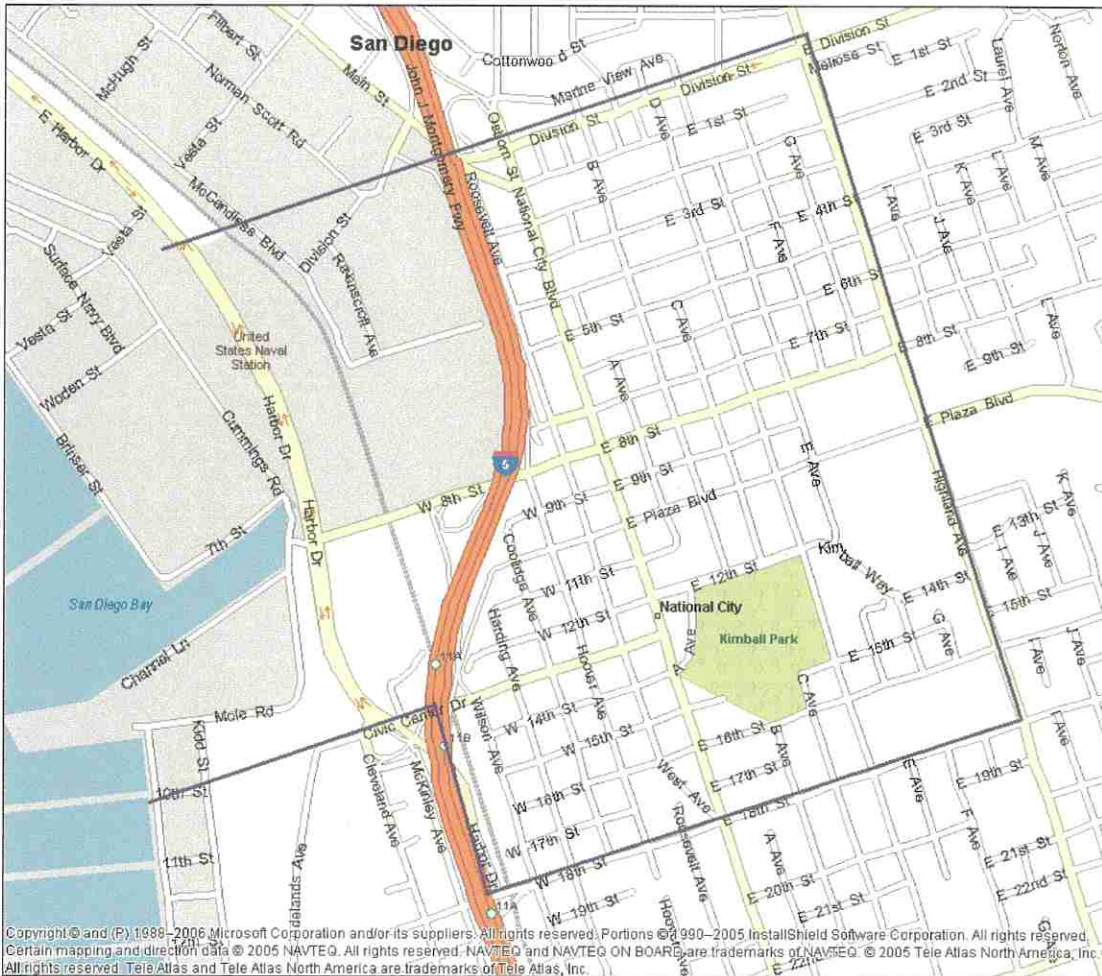
August 25, 2014

CensusTracts 2010

**ATTACHMENT 8**



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GISUserCommunity



## City of National City Beat 20

Source: Microsoft Mappoint  
NCPD CAU, 4/18/07



# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR  
REVISED: December 19, 2017

Page 1 of 5

## PURPOSE/BACKGROUND:

To streamline the process of alcohol license application review to ensure timely staff responses and/or protests to the Department of Alcoholic Beverage Control regarding these applications.

The City Municipal Code requires Conditional Use Permits for the sale of alcohol. Such land use regulation is designed to ensure that the health, safety and welfare of the community does not become negatively impacted. In order to minimize any potential adverse effects of alcohol sales for both on and off-site consumption, including public drunkenness, disorderly conduct, illegal sales or domestic violence, the City adopts conditions of approvals and enact policies designed to protect the public from such effects. The following sets forth the City Council's policy on the applicable alcohol standards for Conditional Use Permit applications for both on and off-sale alcohol sales, as well as the Department of Alcoholic Beverage Control application notification requirements.

## POLICY:

The Department of Alcoholic Beverage Control (ABC) sends copies of all alcoholic beverage license applications to the Police Department. The City has thirty days from the date of the ABC mailing to provide comments to the ABC. If no protests are received within that time period, the ABC issues the license.

The Police Department is responsible for ensuring that an appropriate Conditional Use Permit (CUP) exists for the applicant business. If such a CUP exists, the copy of the application is simply filed by the Police Department in the existing file with the notation that there were no objections to the issuance of the license. If it is a new (in the case of an "original" license application) or expanding business or one seeking a license to effect a premises transfer, and no CUP exists, the Police Department is responsible for sending a letter to the ABC protesting the issuance of the license until a CUP is issued by the City.

Whenever such a protest letter is sent to the ABC, that agency notifies the applicant that they must begin the process of obtaining a CUP with the City's Planning Division and that the issuance of the alcoholic beverage license will be delayed until such time as the protest is withdrawn.

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR  
REVISED: December 19, 2017

Page 2 of 5

Once a CUP has been issued, the Planning Division notifies the Police Department of that issuance and it is then the responsibility of the Police Department to notify the ABC that the protest is withdrawn.

The CUP application, approval and issuance process is such that it provides all the checks, balances and controls necessary to ensure that businesses seeking alcoholic beverage licenses are in compliance with local standards.

These conditions of approval shall apply to all new Conditional Use Permits (CUPs) for the sale of alcohol for on and/or off-site consumption and modifications of existing CUPs for such sales as specified by the preceding parenthetical references with each condition. These references specify to which type of alcohol CUP being applied for the conditions would apply to – on-sale (restaurant, bar, etc) or off-sale (market, grocery store, etc). Regulation of these conditions and allowances shall be enforced through the Conditional Use Permit process, specifically conditions of approval to read as follows:

1. **(off-sale alcohol)** The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
2. **(off-sale alcohol)** No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
3. **(off-sale alcohol)** No sale of wine shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
4. **(off-sale alcohol)** Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
5. **(off-sale alcohol)** The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
6. **(off-sale alcohol)** All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR  
REVISED: December 19, 2017

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7. **(off-sale alcohol)** Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
8. **(off-sale alcohol)** The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit \_\_\_\_, Case File No. \_\_\_\_, dated \_\_\_\_.
9. **(off-sale alcohol)** Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Division, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."
10. **(off-sale alcohol)** Containers of alcohol may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
11. **(off-sale alcohol)** Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
12. **(off-sale alcohol)** The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
13. **(on and off-sale alcohol)** All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part -

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- of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

14. **(on-sale alcohol)** The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
15. **(on-sale alcohol)** Alcohol shall be available only in conjunction with the purchase of food.
16. **(on-sale alcohol with patio)** Permittee shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages must be consumed inside the restaurant or patio area and may not be taken off-premises.
17. **(brewery tasting rooms)** The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to tasting rooms.
18. **(brewery tasting rooms)** Sales of sealed containers (commonly known as growlers) for off-site consumption of the beer produced by the master licensee may be sold and/or consumed at this location.
19. **(brewery tasting rooms)** Hours of operation of tasting rooms shall be limited to between 10:00 a.m. to 10:00 p.m. with last call being at 9:00 p.m.
20. **(brewery tasting rooms)** With the submittal of a business license for a tasting room, the Police Department shall provide an ABC Risk Assessment for each business applicant that indicates whether the business is considered a low, medium, or high risk. In the event that a risk assessment for the business allocates more than 15 points, no business license shall be issued without the issuance of a Conditional Use Permit.

# CITY COUNCIL POLICY

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The sale of three-packs of 24-oz cans of beer shall apply retroactively to all existing off-sale CUPs where a condition exists limiting sales to no less than six-pack quantities. However, business wishing to avail themselves of this modification must conform with all regulations of the Department of Alcoholic Beverage Control (ABC).

The Council may, at its sole discretion, choose to waive or modify any of the above conditions.



**NOTICE OF EXEMPTION**

TO: Assessor/Recorder/County Clerk  
Attn: Fish and Wildlife Notices  
1600 Pacific Highway, Suite 260  
San Diego, CA 92101  
MS: A-33

**Lead Agency:** City of National City

**Project Title:** 2020-05 CUP, DSP

**Project Location:** 110 National City Boulevard, National City, CA 91950

**Contact Person:** Chris Stanley

**Telephone Number:** (619) 336-4381

**Description of Nature, Purpose and Beneficiaries of Project:**

Conditional Use Permit for the off-site sale of alcohol and Consistency Review for a new 7-Eleven convenience store.

**Applicant:**

Steven Pollock  
401 'B' Street #600  
San Diego, CA 92101

**Telephone Number:**

(619) 234-9411

**Exempt Status:**

**Categorical Exemption. Class 32 Section 15332 (Infill Development Projects)**

**Reasons why project is exempt:**

It can be seen with certainty that the project will not have a significant effect on the environment. The project involves new development that will not increase the density of the zone and is categorized as an infill development project.

Date:

CHRIS STANLEY  
Assistant Planner



Item no. **5**  
June 1, 2020

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR THE OFF-SITE SALE OF ALCOHOL AND A CONSISTENCY REVIEW FOR A NEW 7-ELEVEN LOCATED AT 110 NATIONAL CITY BOULEVARD.

Case File No.: 2020-05 CUP, DSP

Location: Southwest corner of National City Blvd.

Assessor's Parcel No.: 555-020-15

Staff report by: Chris Stanley, Assistant Planner

Applicant: Steven Pollock

Property owner: Louis Attiq

Zoning designation: Downtown Specific Plan Development Zone 1A

Adjacent zoning / land use:

North: Development Zone 1A / Gas station across National City Blvd.

East: Development Zone 2 / Auto repair and commercial across National City Blvd.

South: Development 1A / Auto upholstery with residential beyond

West: Development Zone 1A / Multi-unit residential and commercial across alley

Environmental review: Categorical Exemption – Class 32, Section 15332 (In-Fill Development Projects)

Staff Recommendation: Approve subject to attached conditions

### Staff Recommendation

Staff recommends approval of the Conditional Use Permit (CUP) and Downtown Specific Plan Consistency Review (DSP) for a new 7-Eleven convenience store with the sale of beer, wine, and spirits for off-site consumption, based on the attached findings and subject to the attached Conditions of Approval. This recommendation includes approval of requested deviations from design guidelines related to minimum street frontage and floor area ratio (FAR) requirements.

### Executive Summary

The project applicant has applied for a CUP and DSP to construct a 7-Eleven convenience store in a new 2,700 square-foot commercial building. The project site is currently a convenience store (One Ten Liquor) with a legal non-conforming Type 21 (off-sale general) Alcohol Beverage Control (ABC) license. The convenience store proposes to sell beer, wine, and distilled spirits for off-site consumption from 6:00 a.m. to 2:00 a.m. daily. Conditions of Approval recommend that alcohol sales hours end at midnight.

### Site Characteristics

The project site is located at the intersection of National City Boulevard and Osborn Street in Development Zone 1A of the Downtown Specific Plan. The parcel has an existing convenience store (One Ten Liquor), which has a legal non-conforming (no CUP) Type 21 ABC license. The surrounding properties are a mixture of commercial, auto repair, and residential land uses.

### Proposed Use

The applicant is proposing to demolish the existing building and construct a new 2,700 square-foot convenience store. The 13,500 square-foot property would have eight parking spaces and two one-way driveways for ingress and egress to and from National City Blvd. The property is a corner parcel with National City Blvd, wrapping around the north and east portion of the property line. The proposal also includes the sale of beer, wine, and spirits. Four six-foot tall coolers are proposed for the display of beer and one for the display of wine; there will also be a four-foot tall gondola with four shelves for a room temperature display of wine. These coolers are located approximately 30 feet from the entrance of the store. The display of spirits would be located behind the sales counter in a six-foot tall cabinet, which only 7-Eleven staff would have access. The applicant is requesting alcohol sales between the hours of 6:00 a.m. and 2:00 a.m. daily, the maximum permitted by the State.



Downtown Specific Plan Consistency Review

Projects in the Downtown Specific Plan Area require Consistency Review, which is subject to one of three levels of approval with regard to process. A level one project meets all applicable General Plan, Specific Plan, and Municipal Code requirements; a Level Two project requests variances and/or deviations; a Level Three project requests an amendment to the Downtown Specific Plan that would necessitate additional environmental review (e.g. exceeding the maximum number of units permitted, changing the allowable type of development, etc.).

This project is subject to a Level Two Consistency Review, due to the need for variances/deviations from the development standards – the zone requires a minimum 75% street wall and a minimum floor area ratio (FAR) of 3:1 (three times the lot size), both requirements that are not met by the proposed design.

The Specific Plan designation and zoning for 110 National City Blvd. is Development Zone 1A of the Downtown Specific Plan, which allows for retail, entertainment or employment uses. These uses may be mixed either horizontally or vertically or developed on a parcel-by-parcel or block-by-block basis. Development may be “auto-oriented” (e.g. drive-through restaurant), but National City Boulevard is to have a pedestrian orientation. Mixed-use developments are highly encouraged. Since this development zone is part of the "gateway" to downtown, and National City Boulevard is intended to be its primary "ceremonial" artery, every effort should be made to strengthen the definition, streetscape and pedestrian character of National City Boulevard's pedestrian streetscape.

While mixed-use developments are highly encouraged, they are not required. Development Zone 1A refers to the Major Mixed-Use Corridor (MXC-2) development standards for any development standards not specifically mentioned in the specific plan; as such, the mixed-use zones require buildings to be built to the property line to provide projects that are pedestrian friendly. The proposed 7-Eleven would not be built to the property line, but instead would be constructed with parking in the front and the structure to the rear of the property.

The irregular shape of the parcel makes development that meets these requirements, difficult. Along with the requirement to build to the property line, a minimum 75% street wall is also required, meaning that the structure would need to be built along three fourths or more of the street frontage. The only viable automobile access would then be from the alley, meaning customers would need to turn into the alley to park and continue through the alley to exit; One Ten Liquor is currently configured this way and

suffers from circulation issues as a result. The current proposal would provide access to and from National City Blvd, which is more appropriate.

#### Public Comment

As discussed below, two emails were forwarded to staff related to the online project presentation, which was a requirement of the CUP application. One of which was from a local developer who stated that the proposal did not meet the goals and objectives of the Downtown Specific Plan, in particular as it relates to housing. While it is true that mixed-use development is highly encouraged in the Downtown Specific Plan area, stand-alone retail use is also permitted. Staff reached out to the project applicant about the possibility of including a residential element in the design (as suggested by the developer in the email previously mentioned); however, the applicant stated that it was not economically feasible for them to do so.

It should be noted that this area is a gateway to the City and could be developed with a landmark project more in line with the overarching goals of the Downtown Specific Plan. However, it is ultimately up to property owners on what they can and cannot accomplish. Although a more ambitious project is possible, it would likely necessitate parcel assemblage and additional funding, things that the property owner has stated are not possible at this time. Parcel assemblage, in particular, is difficult, due to an alley to the west and established or long-term uses further south on the same block (a single-family residence, a long-operating auto upholstery shop, and a commercial building with a telecommunications facility located on the property).

#### Architecture

In order to take advantage of the unique shape of the property, the proposed building is roughly triangle in shape with the longest building frontage roughly parallel to National City Blvd. (this portion of National City Blvd. is angled at approximately 45 degrees to the northwest as it transitions into Main Street in the City of San Diego). While the building design and layout fits well on the lot, the design is very straightforward, being primarily a tan-colored painted Concrete Masonry Unit block wall. In order to be of more visual interest, as well as consistent with Land Use Code (LUC) design regulations, a condition has been added to require compliance with code requirements related to building aesthetics and materials, among others (No. 23).

Findings for Approval of the Consistency Review

There are no formal findings for approval of a Consistency Review, other than determining consistency with the Downtown Specific Plan. However, the following three findings are included.

1. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The building is new and will improve upon the existing convenience store design by moving it to a location on the property that allows for more function and accessibility. The parcel is an irregular shape that has non-conforming parking making access difficult. If the project adheres to all required standards, the main access would be an alley that would continue the trend of difficult accessibility.

2. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed use is the same as that existing on-site and is a permitted use per the zoning. The project is far under the maximum Floor Area Ratio (FAR), meaning that both the density and intensity of the project is physically suitable for the site. The existing infrastructure is capable of handling the new development.

3. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

Per Section Class 32, Section 15332 (In-Fill Development Projects), the project is categorically exempt from CEQA analysis, as the proposed development replaces the existing use with the same type of use, and because the property can be adequately served by all required utilities and public services.

Required Findings for Approval of the development standards exemptions

While there are no formal findings for approval of the consistency review contained in the Specific Plan, there is the need for a finding to be made in order to approve an exemption from the required development standards. The approving body may approve the exemption based on one of the following findings:

1. The project includes a significant public amenity that would otherwise not be required or be achievable with the strict enforcement of these standards; or

2. The project makes a significant contribution to off-site public space in downtown National City, such as street improvements, public plazas, public park improvements and other improvements that are called for in the Specific Plan.

In this case, the project would be required to contribute a significant amount of money (10% of the project valuation) towards off-site improvements (e.g. curb, gutter, and sidewalk).

In addition, the project is providing significant landscape improvements, including street trees, along the property frontage, thus improving the current area's aesthetics.

#### Findings for Denial of the Consistency Review

1. While the use itself is consistent with the Downtown Specific Plan, the proposed project does not meet all of the required development standards; the minimum FAR for Development Zone 1A is 3:1. The project also requires a street wall of at least 75% and a maximum street frontage setback of 10 feet, both aspects that the project does not meet.
2. The project does not include a significant public amenity that would otherwise not be required or be achievable with the strict enforcement of the standards contained in the Downtown Specific Plan
3. The project does not make a significant contribution to off-site public space in downtown National City, such as public plazas, public park improvements and other improvements that are called for in the Specific Plan, with the exception of required street improvements generally included as conditions of any development project.

#### Alcohol Sales

Section 18.30.050 of the LUC allows for the off-site sale of alcoholic beverages with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 190 occupants and owners.

Community Meeting - Pursuant to LUC Section 18.30.050 (C), a community meeting is required to be held by the applicant prior to a public hearing at Planning Commission.

Because of the social distancing requirements necessary due to the COVID-19 pandemic, it was not possible to hold a traditional community meeting, as required. However, the applicant worked with Planning staff on finding an alternative solution to meet the requirement. The applicant posted a pre-recorded project description on YouTube and included the presentation link in the mailer informing all owners and occupants of the project. Comments received via the email address were forward to Planning staff for inclusion in the staff report. The video was uploaded on Monday, April 20, 2020 and the owners and occupants were given two weeks (May 4, 2020) to view the video and provide comment. There were 100 views of the video and, two emails received on the project, which were forwarded to staff. The meeting advertisement and comments are attached (Attachment 5). According to the applicant, the same 190 occupants and owners that were notified of the Planning Commission meeting were notified of the community meeting. One of the responses to the video is discussed above. The other was from a community member who supported the current business and stated they wished it to remain.

Distance Requirements

The LUC states that a business shall not be located within 660 feet of any public school. The closest public school is Central Elementary School, which is over 3,000 feet away.

Alcohol Sales Concentration/Location – Per The California Department of Alcoholic Beverage Control, there are currently seven off-sale permits issued in the subject census tract (219). These permits are:

Name	Address	License Type*	CUP	Close
Arco Gas Station	133 W 8 <sup>th</sup> St.	20	Yes	11 p.m.
Valero Gas Station	10 Osborn St.	20	Yes	12 a.m.
One Ten Liquor & Market	110 National City Blvd.	21	No	2 a.m.
Big B Market	1540 Coolidge Ave.	20	No	2 a.m.
Cozine’s Grocery	402 Civic Center Dr.	21	Yes	10 p.m.
My Goody’s	2424 Hoover Ave. Ste. ‘E’	20	Yes	9 p.m.
Shell Gas Station	3230 National City Blvd.	20	Yes	10 p.m.

\* Type 20 - Off-Sale Beer and Wine  
 Type 21 - Off-Sale General

Three of the off-sale licenses are gas stations, and the remaining four are markets. The attached census tract map shows the location of the subject tract. ABC recommends

that a total of four off-sale alcohol permits be issued in this census tract, where seven exist. However, there will be no net increase in the number of licenses, due to the existing license carrying over to the new business. It should be noted that, while there is no existing CUP for the property, and thus no City conditions on the ABC license (as with conditionally-permitted businesses), conditions included in this CUP application will be placed on the ABC license when it is transferred to the new operator.

It should be noted that there are nine other 7 Eleven locations in the City. All but one have an ABC Type 20 (off-sale beer and wine) license. Only the location at 3100 East Plaza Blvd. has a Type 21 (off-sale general) license, as is being requested in this case.

#### Hours of operation

As noted in the table above, only the two existing ABC licenses without a CUP (of which this CUP would replace one) have a closing time after midnight (the maximum allowed by the state is 2 a.m.). One of the five outlets with a CUP closes at 12 a.m. and is located across the street to the north of the project (10 Osborn Street). The remaining outlets close at 11 p.m. or before. The most recent CUP approval (3230 National City Blvd.), which was approved in 2019, has alcohol sales hours ending at 10 p.m. In order to be consistent with recent approvals, it is suggested that the proposed 7-Eleven have alcohol sales hours no later than midnight. Conditions of approval reflect this time (No. 8).

#### Police Department

Based on a Risk Assessment provided by the Police Department, 7-Eleven has a risk factor of 15 points, which is a medium risk (13-18 points) out of 24. Each category has a maximum of three points possible. The business received three points for hours of operation (closing after 11:00 pm), three points for crime rate (high), and three points for alcohol businesses per census tract.

#### Institute for Public Strategies (IPS)

IPS stated that they had no concerns in regards to the project and as such had no comments on the project.

#### Required Findings for Approval of the CUP

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within Development Zone 1A pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

The commercial use is consistent with the General Plan and Downtown Specific Plan designation of Development Zone 1A, which allows for retail uses.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The existing use of the property is a local market/liquor store, which is practically the same as the proposed use; there would be little change in operating characteristics related to alcohol sales other than the use coming into compliance with City Council Policy 707, which regulates alcohol sales.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed 2,700 square-foot building can accommodate the proposed alcohol sales, without resulting in an increase in demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

There are conditions limiting the hours of alcohol sales and establishing operating regulations, which increase the compliance of the proposed business over the previous business, which did not have a CUP and was only regulated by ABC license requirements.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The alcohol sales portion of this application is not subject to CEQA, as it is not a considered a project per section 15378. The sale of alcohol would not result in a physical impact.

The following conditions also apply to this CUP:

7. The proposed use is deemed essential and desirable to the public convenience or necessity.

The alcohol sales will contribute to the viability of the convenience store, an allowed use in Development Zone 1A. Alcohol sales would also add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not need to visit multiple locations, thus reducing vehicle trips.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

#### Findings for Denial of the CUP

1. That granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because increased alcohol sales may contribute to the high crime rate in the area.
2. The proposed use is not deemed essential and desirable to the public convenience and necessity because there are six other off-sale alcohol outlets located in the same census tract as the subject property where alcohol can be purchased.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

#### Conditions of Approval

Comments were received from the Engineering and Fire departments; the comments focused on Building and Fire Code requirements. All comments are included as



Conditions of Approval. In addition, standard Council Policy 707 conditions for off-site alcohol sales have been included with this permit (hours of operation, employee training, accessory sales, etc.). In addition to the alcohol-related conditions, there are also Planning Division conditions related to development standards that will be reviewed during the building permit process (e.g. building design, site design, and landscaping).

### Summary

The proposed convenience store meets all of the requirements of the LUC in regards to alcohol sales for off-site consumption due to the use being conditionally-allowed in Development Zone 1A. The project is not consistent with all of the development standards of the LUC and Downtown Specific Plan in regards to setbacks and FAR. However, it should be mentioned that the parcel suffers from an irregular shape and from access issues stemming from it being adjacent to a major access point to National City from the freeway (National City Boulevard). In addition, the alley adjacent to the westerly property line affects its ability to meet these standards. Furthermore, the project will contribute jobs and sales tax to the City.

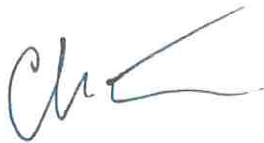
The addition of alcohol sales is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area. Conditions of approval are intended to offset potential impacts which may result from operation of the business. The hours of alcohol sales, as recommended by staff, are from 6:00 a.m. to 12:00 a.m. daily. Staff is recommending approval based on the findings of this report.

### OPTIONS

1. Approve 2020-05 CUP, DSP subject to the conditions listed below, based on attached findings; or
2. Deny 2020-05 CUP, DSP based on attached findings and findings to be determined by the Planning Commission; or,
3. Continue the item for additional information.

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Applicant's Plans (Exhibit A Case File No. 2020-05 CUP, DSP, dated 3/9/2020)
5. Public Hearing Notice (Sent to 190 property owners and occupants)
6. Community meeting advertisement and comments
7. Police Dept. comments
8. Census Tract and Police Beat maps
9. City Council Policy 707
10. CEQA Notice of Exemption
11. Resolutions



CHRIS STANLEY  
Assistant Planner



ARMANDO VERGARA  
Director of Community Development

RESOLUTION NO. 2020-05

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA  
APPROVING A CONDITIONAL USE PERMIT FOR THE OFF-SITE SALE OF  
ALCOHOL AND A CONSISTENCY REVIEW FOR A NEW 7-ELEVEN LOCATED AT  
110 NATIONAL CITY BOULEVARD  
CASE FILE NO. 2020-05 CUP, DSP  
APN: 555-020-15

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the off-site sale of alcohol and a consistency review for a new 7-Eleven located at 110 National City Blvd. at a duly advertised public hearing held on June 1, 2020, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2020-05 CUP, DSP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on June 1, 2020, support the following findings:

Findings for Approval of the Consistency Review

1. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the building is new and will improve upon the existing convenience store design by moving it to a location on the property that allows for more function and accessibility.
2. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed use is the same as that existing on-site and is a permitted use per the zoning. The project is also under the maximum permissible floor area ratio and provides excess parking on site. In addition, the existing infrastructure is capable of handling the new development.

3. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is considered to be categorically exempt from CEQA analysis per Section Class 32, Section 15332 (In-Fill Development Projects). The proposed development replaces the existing use with the same type of use and the property can be adequately served by all required utilities and public services.

#### Findings for Approval of the Exemptions from Development Standards

1. The project would be required to contribute a significant amount of money (10% of the project valuation) towards off-site improvements (e.g. curb, gutter, sidewalk). In addition, the project is providing significant landscape improvements, including street trees, along the property frontage, thus improving the current area's aesthetics.

#### Findings for Approval of the Conditional Use Permit

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within Development Zone 1A pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because the commercial use is consistent with the General Plan and Downtown Specific Plan designation of Development Zone 1A, which allows for retail uses.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the existing use of the property is a local market/liquor store, which is practically the same as the proposed use; there would be little change in operating characteristics related to alcohol sales other than the use coming into compliance with City Council Policy 707, which regulates alcohol sales.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed 2,700 square-foot building can accommodate the proposed alcohol sales, without resulting in an increase in demand for parking on the property.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is

located, because issuance of the discretionary permit will increase the compliance of the proposed business over the previous business, which did not have a CUP and was only regulated by ABC license requirements, because they can lose the right to sell if all conditions are not met

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA), because the alcohol sales portion of this application is not subject to CEQA, as it is not a considered a project per section 15378. The sale of alcohol would not result in a physical impact.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the alcohol sales will contribute to the viability of the convenience store, an allowed use in Development Zone 1A. Alcohol sales would also add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their needs, thus reducing vehicle trips.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

#### General

1. This *Conditional Use Permit and Downtown Specific Plan Consistency Review* authorizes the sale of alcohol for off-site consumption at 110 National City Blvd. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2020-05 CUP, DSP dated 3/9/2020.
2. Before this *Conditional Use Permit and Downtown Specific Plan Consistency Review* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit and Downtown Specific Plan Consistency Review*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit and Downtown Specific Plan Consistency Review* are binding

on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.

3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.
6. Violation of the ABC license for the business located at this property shall constitute a violation of this Conditional Use Permit.

#### Planning

7. The sale of alcohol shall be permitted only between the hours of 6 a.m. to 12 a.m. daily.
8. Coolers containing alcohol products shall be locked and made inaccessible to the public between the hours of 12:00 a.m. and 6:00 a.m.
9. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
10. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
11. No sale of wine shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
12. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
13. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
14. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
15. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.

16. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit A, Case File No. 2020-05 CUP, DSP, dated 3/9/2020.
17. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Division, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."
18. Containers of alcohol may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
19. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
20. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
21. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
22. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
23. Plans submitted for construction shall conform to Land Use Code Sections 18.42.040 (Screening mechanical equipment and elevator housing), 18.42.050 (Commercial and institutional building design standards.), and 18.46 (Outdoor Lighting).

24. Security lighting shall be installed on the west elevation of the building along the alley. The lighting shall be shielded so as not to shine directly towards adjacent residential properties.
25. Plans submitted for construction permits shall show that a non-combustible cover for all trash enclosures be provided. Trash enclosure gates shall not open into the City right-of-way (i.e. alley).
26. All proposed business signage shall be in conformance with Land Use Code requirements. Signs are limited to one sign per frontage along a street, freeway, parking lot, or alley.

#### Engineering

27. A drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared by a Registered Civil Engineer, or other qualified professional, and shall be in accordance with the City requirements.
28. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at the link below \*. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

\*<http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees>.

29. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
30. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be of 6-inch size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.



31. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
32. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Those portions of the alley and sidewalk adjacent to the property as marked in the field.
33. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
34. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
35. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
36. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
37. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
38. The existing sewer lateral is not of the minimum size required by the City. The building shall have a new six inch lateral installed to the street main.

#### Fire

39. Project shall be designed to the current editions of NFPA, CFC and CCR.

#### Building

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

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of June 1, 2020, by the following vote:

AYES: Dela Paz, Sendt, Natividad, Flores

NAYS: Yamane, Garcia

ABSENT: None.

ABSTAIN: None.



CHAIRPERSON

**RESOLUTION NO. 2020 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A CONDITIONAL USE PERMIT FOR THE OFF-SITE SALE OF  
ALCOHOL AND A CONSISTENCY REVIEW FOR A NEW 7-ELEVEN  
TO BE LOCATED AT 110 NATIONAL CITY BOULEVARD  
CASE FILE NO. 2020-15 CUP, DSP  
APN: 555-020-15**

**WHEREAS**, the City Council of the City of National City considered a Conditional Use Permit and Consistency Review for the off-site sale of alcohol and a Consistency Review for A new 7-Eleven to be located at 110 National City Boulevard at a duly advertised Public Hearing held on August 4, 2020, at which time oral and documentary evidence was presented; and

**WHEREAS**, at said Public Hearing the City Council considered the staff report contained in Case File No. 2020-05 CUP, DSP maintained by the City and incorporated herein by reference along with evidence and testimony at said Public Hearing; and

**WHEREAS**, the Planning Commission of the City of National City considered the Conditional Use Permit and Consistency Review application at a duly advertised public hearing held on June1, 2020, at which time the Commission recommended approval of the Conditional Use Permit; and,

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of National City, California, that the evidence presented to the City Council at the Public Hearing held on August 4, 2020, support the following findings:

**FINDINGS FOR APPROVAL OF THE CONSISTENCY REVIEW**

1. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the building is new and will improve upon the existing convenience store design by moving it to a location on the property that allows for more function and accessibility.

2. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed use is the same as that existing on-site and is a permitted use per the zoning. The project is also under the maximum permissible floor area ratio and provides excess parking on site. In addition, the existing infrastructure is capable of handling the new development.
3. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and is considered to be categorically exempt from CEQA analysis per Section Class 32, Section 15332 (In-Fill Development Projects). The proposed development replaces the existing use with the same type of use and the property can be adequately served by all required utilities and public services.

**FINDING FOR APPROVAL OF THE EXEMPTIONS FROM THE  
DEVELOPMENT STANDARDS**

1. The project would be required to contribute a significant amount of money (10% of the project valuation) towards off-site improvements (e.g. curb, gutter, sidewalk). In addition, the project is providing significant landscape improvements, including street trees, along the property frontage, thus improving the current area's aesthetics.

**FINDINGS FOR APPROVAL  
OF THE CONDITIONAL USE PERMIT**

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within Development Zone 1A pursuant to a CUP, and the proposed use meets the required guidelines in the LUC for the sale of alcoholic beverages, as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because the commercial use is consistent with the General Plan and Downtown Specific Plan designation of Development Zone 1A, which allows for retail uses.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the existing use of the property is a local market/liquor store, which is practically the

**Resolution No. 2020 –  
Page Three**

same as the proposed use; there would be little change in operating characteristics related to alcohol sales other than the use coming into compliance with City Council Policy 707, which regulates alcohol sales.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed 2,700 square-foot building can accommodate the proposed alcohol sales, without resulting in an increase in demand for parking on the property.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because issuance of the discretionary permit will increase the compliance of the proposed business over the previous business, which did not have a CUP and was only regulated by ABC license requirements, because they can lose the right to sell if all conditions are not met
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA), because the alcohol sales portion of this application is not subject to CEQA, as it is not a considered a project per section 15378. The sale of alcohol would not result in a physical impact.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the alcohol sales will contribute to the viability of the convenience store, an allowed use in Development Zone 1A. Alcohol sales would also add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their needs, thus reducing vehicle trips.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

**BE IT FURTHER RESOLVED** that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This *Conditional Use Permit and Downtown Specific Plan Consistency Review* authorizes the sale of alcohol for off-site consumption at 110 National City Blvd. Plans

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Page Four**

submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2020-05 CUP, DSP dated 3/9/2020.

2. Before this *Conditional Use Permit and Downtown Specific Plan Consistency Review* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit and Downtown Specific Plan Consistency Review*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit and Downtown Specific Plan Consistency Review* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void if not exercised within one year after Adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.
6. Violation of the ABC license for the business located at this property shall constitute a violation of this Conditional Use Permit.

**Planning**

7. The sale of alcohol shall be permitted only between the hours of 6 a.m. to 12 a.m. daily.
8. Coolers containing alcohol products shall be locked and made inaccessible to the public between the hours of 12:00 a.m. and 6:00 a.m.
9. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
10. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.

11. No wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
12. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
13. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
14. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
15. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
16. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit A, Case File No. 2020-05 CUP, DSP, dated 3/9/2020.
17. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Division, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."
18. Containers of alcohol may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
19. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
20. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.

**Resolution No. 2020 –  
Page Six**

21. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
22. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
23. Plans submitted for construction shall conform to Land Use Code Sections 18.42.040 (Screening mechanical equipment and elevator housing), 18.42.050 (Commercial and institutional building design standards.), and 18.46 (Outdoor Lighting).
24. Security lighting shall be installed on the west elevation of the building along the alley. The lighting shall be shielded so as not to shine directly towards adjacent residential properties.
25. Plans submitted for construction permits shall show that a non-combustible cover for all trash enclosures be provided. Trash enclosure gates shall not open into the City right-of-way (i.e. alley).
26. All proposed business signage shall be in conformance with Land Use Code requirements. Signs are limited to one sign per frontage along a street, freeway, parking lot, or alley.
27. Bicycle parking shall be provided per NCMC 18.45.120 (Bicycle Parking).

**Engineering**

28. A drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared by a Registered Civil Engineer, or other qualified professional, and shall be in accordance with the City requirements.
29. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at the link below \*. If it is determined that the project is subject to the “Priority Project Permanent Storm Water BMP Requirements” and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management



**Resolution No. 2020 –  
Page Seven**

Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

\*<http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees>.

30. All existing and proposed curb inlet on property shall be provided with a “No Dumping” signage in accordance with the NPDES program.
31. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be of 6-inch size with a clean out. A sewer stamp “S” shall be provided on the curb to mark the location of the lateral.
32. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
33. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Those portions of the alley and sidewalk adjacent to the property as marked in the field.
34. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
35. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
36. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
37. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
38. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
39. The existing sewer lateral is not of the minimum size required by the City. The building shall have a new six inch lateral installed to the street main.

**Fire**

40. Project shall be designed to the current editions of NFPA, CFC and CCR.

**Resolution No. 2020 –  
Page Eight**

**Building**

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

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

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 2020.**

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Alejandra Sotelo-Solis, Mayor

**ATTEST:**

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Michael R. Dalla, City Clerk

**APPROVED AS TO FORM:**

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Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens and Learning Center, to operate a community garden to benefit the well-being of National City residents, located on the northern half of Paradise Creek Park, for a term of one year with the option to extend up to two additional two year terms. \(Community Services\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens and Learning Center, to operate a community garden to benefit the well-being of National City residents, located on the northern half of Paradise Creek Park, for a term of one year with the option to extend up to two additional two year terms.

**PREPARED BY:** Audrey Denham

**PHONE:** 619-336-4243

**DEPARTMENT:** Community Services

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

No financial impact.

**APPROVED:** \_\_\_\_\_ **FINANCE**

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

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens and Learning Center.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Staff report
2. Paradise Creek Community Garden Maintenance and Operating Agreement
3. Professional Services Agreement between CHW and Olivewood Gardens



## City Council Staff Report

August 4, 2020

### ITEM

Staff Report: Resolution of the City Council of the City of National City authorizing the Mayor to execute a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens and Learning Center, to operate a community garden to benefit the well-being of National City residents, located on the northern half of Paradise Creek Park, for a term of one year with the option to extend up to two additional two year terms.

### BACKGROUND

The City and Community HousingWorks (CHW) share an interest in promoting the initiation and sustainability of a community garden at Paradise Creek Park. CHW's role springs from its commitment to housing as a platform for the future success of CHW residents, who live in the Paradise Creek Apartments affordable housing community just across from the Paradise Creek Park site. The funding of \$40,000, through CHW, will be available on an annual basis to support the operations of the community garden. The purpose of the garden will be to offer a space where residents can learn to grow and use fresh produce.

During the September 17, 2019, City Council meeting Community HousingWorks (CHW) announced its intention to conduct an RFP process for the operation of a community garden located on the northern half of Paradise Creek Park. The RFP was issued on September 25, 2019, and responses were due October 31, 2019. CHW received two proposals, one from Mongol Tribe and the other a joint proposal from Olivewood Gardens and Learning Center, Mundo Gardens, and Paradise Creek Educational Park. Both proposals were provided to five individuals who had been asked to serve as independent evaluators, because of their knowledge of National City and/or food systems, and who had no conflict of interest, such as a financial stake in the outcome. The independent evaluators were selected from CHW senior management, National School District, City of National City, County of San Diego Health and Human Services, and the local business community. Evaluations were completed by November 15, 2020. One of the independent evaluators declined to participate in the process due to workload not related to the RFP process. CHW verified the selection of the Olivewood Gardens and Learning Center, Mundo Gardens, and Paradise Creek Educational Park proposal. Each party was provided written notice of the decision at the end of November and City staff were informed that an operator had been selected. Here is a summary of the evaluations:

Evaluator	Mongol Tribe	Mundo/Olivewood Gardens
County of SD Health and Human Services Rep	80	90
City of National City Rep	59	89
National School District Rep	85	95
CHW Senior Manager	44	79
Local Business Rep	NA	NA
<b>AVERAGE</b>	<b>67</b>	<b>88</b>

## DISCUSSION

In January 2020, as the fiscal sponsor, Olivewood Gardens and Learning Center (Olivewood), entered into a Professional Services Agreement with CHW for operation of the community garden and \$40,000 in funding. However, Olivewood will receive no funding from CHW to operate the garden until the Maintenance and Operating Agreement with the City becomes effective. The Maintenance and Operating Agreement with the City is effective once the agreement has been fully executed and the Land Use Covenant has been recorded. At this time, we are waiting for the State to record the Land Use Covenant, but City staff are doing what they can to expedite the process. Paradise Creek Park, including the community garden, is scheduled to be completed by mid-September. Following is a summary of key terms:

- **Term:** The term of the agreement shall be for twelve months, with the option to extend for two additional twenty-four month periods, if Olivewood is not in default.
- **Purpose:** The purpose of this Agreement is to create a collaborative project where children, parents, and residents will share the maintenance and products of the community garden. In addition, the community garden will benefit the National City community by providing programming and services that improve the health and quality of life, provide residents access to fresh or organic healthy foods, foster community interaction through the cultivation of fresh food, and offer educational opportunities through teaching the importance of environmental sustainability.
- **Programs:** Olivewood will provide for and facilitate programs covering a variety of topics, such as basic gardening, composting, food production, food supply chain, vermiculture, permaculture, farm-to-table, and water conservation.
- **Hours of Operation:** The community garden will be open to the public on Saturdays and Sundays from 8:00 am to sunset, and Monday through Friday by appointment or for scheduled programs.
- **Service Fees:** Olivewood will not provide any programs and services for profit. However, Olivewood may charge user fees for classes and programs offered to school groups and the community to offset operating and maintenance costs. Any fees charged must be approved by the City Manager. The public shall pay no fee to gain access to the community garden on Saturday and Sunday during hours of operation.
- **Reporting:** Olivewood will provide quarterly reports including the total number of: National City residents, participants, and volunteers that participate in events; events and programs coordinated; and capital projects completed. Quarterly reports will also explain Olivewood's operating and maintenance plans and any other pertinent statistics.

- **Annual Budget:** Olivewood will provide the City with a proposed budget for estimated maintenance and operating expenses for the Premises by July 1st of each year. Olivewood will also provide an accounting of actual expenses, revenues and grants received, 45 days following June 30 of each year.
- **Alcohol Use:** Olivewood or third parties, may not hold events at the community garden where alcoholic beverages are served. Alcoholic beverages are not allowed at the community garden.
- **Utility Services:** The City shall pay for electricity, water, and trash services for the community garden.

### **RECOMMENDATION**

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens and Learning Center.



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**MAINTENANCE AND OPERATING AGREEMENT  
FOR A COMMUNITY GARDEN AT PARADISE CREEK EDUCATIONAL  
PARK**

**by and between**

**CITY OF NATIONAL CITY**

**and**

**ICF CENTER FOR CROSS BORDER PHILANTROPY,  
D.B.A. OLIVEWOOD GARDENS & LEARNING CENTER**

**Dated as of August 4, 2020**

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**MAINTENANCE AND OPERATING AGREEMENT  
FOR A COMMUNITY GARDEN AT PARADISE CREEK EDUCATIONAL PARK  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
ICF CENTER FOR CROSS BORDER PHILANTROPY,  
D.B.A. OLIVEWOOD GARDENS & LEARNING CENTER**

This Maintenance and Operating Agreement for a Community Garden (“Community Garden”) at Paradise Creek Educational Park (the “Agreement”) is entered into as of August 4, 2020 by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and ICF Center for Cross-Border Philanthropy a California non-profit corporation, d.b.a. Olivewood Gardens & Learning Center (“OPERATOR”).

**RECITALS**

- A. WHEREAS, the CITY owns the real property commonly known as Paradise Creek Educational Park located in National City, California.
- B. The CITY desires to increase the production and distribution of locally grown food within the community, as a means to improve access to healthy food and the quality of life for National City residents, consistent with the National City General Plan.
- C. OPERATOR seeks to develop a Community Garden in National City and increase the production and distribution of locally grown food to benefit the well-being of National City residents.
- D. The CITY has determined that OPERATOR is a qualified, non-profit experienced in empowering students and families from diverse backgrounds to be healthy and active citizens through organic gardening, environmental stewardship, and nutrition education.
- E. The CITY has identified a site for a Community Garden located within Paradise Creek Educational Park. The CITY desires to maximize public access and enhance recreational opportunities within Paradise Creek Educational Park; the development of a community garden provides an optimal use of the site and increases public access and recreational opportunities.
- F. The CITY finds that the development of a community garden at Paradise Creek Educational Park enhances the public’s pleasure and enjoyment of the park and OPERATOR agrees not to exclude members of the public.
- G. The CITY wishes to have OPERATOR maintain and operate a Community Garden for the community’s benefit, located on a portion of Paradise Creek Educational Park as the described in Exhibit A (collectively, the “Premises”).

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1  
TERM OF AGREEMENT

- 1.1 Term. The Agreement shall be effective once the agreement has been executed with signatures and the Land Use Covenant has been recorded (the “Commencement Date”). The term of the agreement shall be for twelve (12) months from the Commencement Date.
- 1.2 Option to Extend Term. If OPERATOR is not in default of any provision of this Agreement upon the expiration of the term described in Article 1.1, the City Manager or designee and OPERATOR may extend the Term for up to two (2) additional twenty-four (24) month periods. The initial term, and any extension pursuant to this Article 1.2, shall collectively be referred to hereafter as “Term.”

ARTICLE 2  
THE PREMISES

- 2.1 License for Use of Premises. For the purpose of operating the public center for the benefit of the residents and visitors of National City, the CITY grants OPERATOR a revocable license to enter and operate the Premises, subject to the covenants and conditions hereinafter set forth, as of the Commencement Date.
  - 2.1.1 Parking. OPERATOR shall neither have reserved parking nor exclusive on-site parking.
- 2.2 Ownership of Personal Premises and Improvements. The rights and obligations of the parties regarding the ownership of personal property and improvements on the Premises shall be as follows:
  - 2.2.1 Ownership of Personal Premises. All improvements existing on the Premises (Improvements), together with all fixtures permanently attached to the Premises (Fixtures), as of the Commencement Date shall remain the property of the CITY during the Term. OPERATOR shall not remove any Improvements or Fixtures from the Premises and shall also not waste, destroy, or modify any Improvements or Fixtures on the Premises, except as permitted by this Agreement.
  - 2.2.2 Ownership of Improvements and Equipment. All improvements made to the property by OPERATOR shall become the property of the CITY. This includes, but is not limited to, any greenhouse, shed, entrance arbor, kiosk, windmill/water tower, outdoor kitchen, irrigation, raised beds, composting area, fruit trees, or established produce OPERATOR may install at the Premises. All equipment,

tools, and gardening supplies brought to the Premises by the OPERATOR shall remain property of OPERATOR.

### ARTICLE 3 PERMITTED USE

3.1 Purpose. The purpose of this Agreement is to create a collaborative project where children, parents, and residents will share the maintenance and products of the garden located on the Premises, including healthy fresh fruits and vegetables. The purpose of this Agreement is also to benefit the National City community. “Benefit”, as described in the Recitals, and in this Article 3, means providing programming and services that: (a) improve the health and quality of life of National City residents; (b) provide National City residents access to fresh or organic healthy foods; (c) foster community interaction through the cultivation of fresh food; and (d) offer educational opportunities through teaching the importance of environmental sustainability.

3.2 Programs. OPERATOR will operate the Premises by providing for and facilitating proposed programs covering a variety of topics, some of which may include basic gardening, composting, food production, food supply chain, vermiculture, permaculture, farm-to-table, and water conservation.

3.2.1 Gardening Principles and Practices. OPERATOR will follow earth-friendly principles and practices by selecting appropriate plants, nurturing the soil, practicing responsible pest management, protecting wildlife, conserving water, protecting water quality, conserving energy, protecting air quality, reducing waste and growing food. OPERATOR may use Organic Materials Review Institute listed herbicides and insecticides as part of an integrated pest management program developed by OPERATOR.

3.2.2 Good Faith Meet and Confer. By written notice referring to this Article, either party may inform the other of any dispute or action perceived to conflict with the terms of this Agreement (“Dispute”). Upon receipt of such a notice, the other party shall respond in writing within ten (10) business days. The parties shall cooperate by providing information and answering questions to facilitate an informed discussion to resolve the Dispute. Such cooperation may involve a site visit by representatives of both parties to inspect the Premises. If the parties are unable to agree between themselves on a resolution within (30) business days of the responding party’s written response to any notice, resolution of such Dispute shall then proceed pursuant to Article 13.

3.3 Hours of Operation. OPERATOR will open the Premises to the public on Saturdays and Sundays from 8:00 am to sunset so the public may enjoy the Premises and assist with minor gardening or interact with onsite volunteers. The Premises shall be open to the public Monday through Friday by appointment or for scheduled programs. No member of the public shall be denied entry to the Premises for any discriminatory basis described in Article 20.

- 3.4 Service Fees. OPERATOR shall not provide any programs and services for profit. However, OPERATOR may charge user fees for classes and programs offered to school groups and the community to offset costs incurred by OPERATOR in its maintenance and operation of the Premises. Any fees charged under this Article 3.4 must be approved by the City Manager or designee. The public shall pay no fee to gain access to the Premises Saturday through Sunday during hours of operation.
- 3.5 Reporting by OPERATOR. OPERATOR shall provide quarterly reports to the City Manager recording the total number of: (a) National City residents, participants, and volunteers that participate in OPERATOR events; (b) events and programs coordinated; and (c) capital projects completed. These quarterly reports shall also explain any of OPERATOR's operating and maintenance plans and any other pertinent statistics regarding OPERATOR's use of the Premises. Upon reasonable notice by the City Manager, or designee, OPERATOR may be required to present all information required by this Article 3.5 at a meeting of the City Council.
- 3.6 Annual Budget. OPERATOR shall provide the CITY with a proposed budget for OPERATOR's estimated maintenance and operating expenses for the Premises by July 1st of each year during the Term. OPERATOR shall provide to the CITY an accounting of actual expenses, revenues and grants received for operation of the Premises, forty-five (45) days following June 30 of each year during the Term.
- 3.7 Volunteer Management. OPERATOR may utilize volunteers to operate the Premises, and in providing the projects and services required by this Agreement. OPERATOR is responsible for recruiting, training, and managing all volunteers on the Premises. Volunteers are considered the responsibility of OPERATOR for the purpose of workers compensation and general liability.
- 3.8 Alcohol Use. OPERATOR, or third parties with permission from OPERATOR, may not hold events on the Premises where alcoholic beverages are served. Alcoholic beverages are not allowed on the Premises.
- 3.9 Compliance with Laws. OPERATOR, at its sole expense, shall procure, maintain, and hold available for the CITY'S inspection any governmental license or permit required for the proper and lawful conduct of OPERATOR's operation of the Premises. OPERATOR shall not use the Premises for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the CITY, or of other lawful regulatory authorities. OPERATOR shall, at its sole expense, comply with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term (Laws or Orders), regulating the use by OPERATOR of the Premises.

3.9.1 Compliance with Regulatory Agency Directives. OPERATOR shall not disturb the soil cap located above remediated soil at the Premises. OPERATOR shall

comply with any regulatory agency's directives or restrictions regarding the soil cap. OPERATOR shall also comply with any conditions imposed on the Premises through a recorded Land Use Covenant, which will be incorporated into this agreement once received. The City may terminate this Agreement if: (a) OPERATOR violates any provision referenced in Article 3.10.1; (b) the State of California or any other governmental agency does not allow the Premises to be used as a community garden.

3.9.2 There are various restrictions on the Premises that include, but are not limited to, conveyance of the property, soil management, prohibited activities, and land-use. The OPERATOR must comply with the restrictions and limitations in Exhibit B.

3.9.3 CEQA Compliance. The Department of Toxic Substances Control is in the process of completing a CEQA review for the new improvements made to the Paradise Creek Educational Park which include the development of the Community Garden. In the event that DTSC does not approve the use of the Community Garden, the City may terminate this Agreement.

3.9.4 Cannabis Cultivation Prohibited. Notwithstanding any other provision in this Agreement, or in this Article 3.10, OPERATOR shall neither: (a) cultivate; (b) allow the cultivation of; (3) sell; nor (4) allow the sale of cannabis at the Premises.

#### ARTICLE 4 UTILITIES

4.1 Utility Services. The CITY shall pay for electricity, water, and trash services at the Premises. If the CITY determines, in its sole discretion, that OPERATOR is negligent in its use of the utilities, CITY may hold a good faith meet and confer meeting with OPERATOR to discuss its utilities usage.

#### ARTICLE 5 REPAIRS; MAINTENANCE

5.1 OPERATOR's Repair and Maintenance Obligations. OPERATOR acknowledges that it has made a thorough inspection of the Premises and that it accepts the Premises "as-is" as of the construction completion date. At OPERATOR's own cost and expense, OPERATOR shall repair, replace, and maintain the Premises in good, tenable condition as necessary. OPERATOR shall maintain the Premises in an accessible manner for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and California's Disabled Persons Act. Other than repair work in emergency situations not exceeding Three Thousand and no/100 Dollars (\$3,000), OPERATOR shall not perform any repair work without the CITY's prior written consent. As used in this Article 5.1, "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. All emergency repairs performed by the City on the Premises are governed by Public Contract Code Section 22050. OPERATOR's obligations under

this Article shall apply regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, the fault or not the fault of OPERATOR, its agents, employees, volunteers, invitees, visitors, or contractors. All replacements made by the OPERATOR shall be of like size, kind, and quality to the items replaced.

- 5.2 CITY Repair and Maintenance Obligations. For any repair and maintenance work exceeding Three Thousand and no/100 Dollars (\$3,000), the CITY will consider the nature and priority of the work and available funding to determine whether the CITY may pay for such repairs. However, the CITY is under no obligation to replace any equipment the CITY purchases or installs after such equipment exceeds its useful life. The CITY may also provide mulch from its surplus one (1) to two (2) times per year; however, the amount and type will be determined by the CITY based on availability.
- 5.3 CITY Right to Inspect; CITY Not Obligated to Repair or Maintain. OPERATOR shall permit the CITY to enter the Premises at all times during usual hours of operation, or other hours in case of an emergency, to inspect the Premises. Any entry pursuant to this Article 5.3 shall not unreasonably interfere with OPERATOR's operation of the Premises. However, nothing contained in this Article 5 shall create any duty on the part of the CITY to do any work which, under any provision of this Agreement, OPERATOR may be required to do.

## ARTICLE 6 IMPROVEMENTS; ALTERATIONS

- 6.1 Improvements by OPERATOR. OPERATOR shall be responsible for all aspects of planting and supplying materials for the Premises which may include, for example: premium soil, potted fruit trees, seeds, seedlings, fertilizers, tools, irrigation supplies, and greenhouse supplies. Any improvements made by OPERATOR shall be accessible for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and California's Disabled Persons Act. OPERATOR will secure funding through grants and other means to fund improvements to the Premises.
- 6.2 Improvements by CITY. The CITY may undertake certain improvements at the Premises, in this Article 6.2. The CITY's ability to undertake any improvements is dependent upon its annually-approved budget, as well as the annually-approved capital improvement program. The CITY, at its sole discretion, may undertake those improvements described in this Article 6.2 at the CITY's own cost and expense. No representations, warranties, or assurances are made that funding will exist for the following capital improvement projects:
- 6.3 Alterations. OPERATOR may alter, replace, add to, change, or construct additional improvements to the Premises (collectively, "Alterations") as OPERATOR may find necessary or convenient for its operation of the Premises. Any Alterations performed by OPERATOR under this Article 6.3 shall be performed: (a) at OPERATOR's sole cost

and expense; (b) with the CITY's prior written consent; and (c) in accordance with construction plans submitted to and approved by the CITY.

- 6.4 Construction Permits and Licenses. At all times during the Term, OPERATOR shall procure, at its sole cost and expense, all permits and licenses that are necessary or required from any local governmental agency for the proposed construction of any Alterations. The CITY may, in its sole discretion, waive CITY permitting fees where applicable.
- 6.5 Proposed Plans. In its sole discretion, the CITY may require OPERATOR to do any of the following:
- 6.5.1 Submit a complete set of proposed plans of any Alterations to the CITY;
  - 6.5.2 Apply for and receive a permit from the Building Department to complete any Alterations;
  - 6.5.3 Within sixty (60) days of a written request, furnish the CITY with a complete set of "as-built" plans for any CITY-approved Alterations.
- 6.6 Prevailing Wages. OPERATOR shall comply with prevailing wage statutes for any work not performed by volunteers.

## ARTICLE 7 MECHANICS' LIENS; STOP NOTICES

- 7.1 Mechanics' Liens; Stop Notices. OPERATOR shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at time and place of construction, done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Premises, OPERATOR shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. OPERATOR shall indemnify, defend, and hold the CITY harmless from any and all liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers, materialmen, or others for work performed, or materials or supplies furnished for OPERATOR or persons claiming under OPERATOR.
- 7.2 Notice of Lien or Stop Notice. Should any claim of lien or stop notice related to OPERATOR's work of improvement of the Premises be filed against the Premises, or any action be filed against the Premises, or any action affecting the title to the Premises be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.
- 7.3 Notice of Non-Responsibility. The CITY or its representatives shall have the right to post and keep posted on the Premises notices of Non-Responsibility or such other notices which the CITY may deem to be proper for the protection of the CITY's interest in the



Premises. OPERATOR shall, before the commencement of any work which might result in any such lien or stop notice, give to the CITY written notice of its intention to do so with sufficient time to enable posting of such notices.

## ARTICLE 8 TAXES

- 8.1 Definition. "Taxes" shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (a) any state, local, federal income tax, or any real or personal property tax, (b) increases in taxes attributable to OPERATOR's operation of the Premises, or (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Premises.
- 8.2 Possessory Interest. Notwithstanding Article 2.1, OPERATOR acknowledges that this Agreement may create a possessory interest subject to property taxation and that OPERATOR may be subject to the payment of taxes levied on such interest. OPERATOR shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon the Premises.
- 8.3 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against any interest in OPERATOR's use of the Premises at any time before and during the Term. OPERATOR shall pay any Taxes that accrue against any interest in their use of the Premises. Additionally, OPERATOR shall pay any Taxes levied upon any Improvements, Fixtures, or Personal Premises located on the Premises to the extent such Taxes result from OPERATOR's operations or other activities held upon, or in connection with, the Premises.

## ARTICLE 9 INDEMNIFICATION AND INSURANCE

- 9.1 OPERATOR Indemnity. The CITY shall not be liable for, and OPERATOR shall defend, indemnify, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers from any and all claims, costs, 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 resulting from, related to, or arising out of OPERATOR's improvement, operation or use of the Premises, or arising either directly or indirectly from any act, error, omission, or negligence of OPERATOR or its contractors, licensees, invitees, members, agents, servants or employees; 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, officials, employees, or volunteers. CITY will cooperate reasonably in the defense of any action, and OPERATOR 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.

9.1.1 Third Party Indemnity. OPERATOR shall not invite third party organizations onto the Premises until said third party organization furnishes CITY a written agreement in which it indemnifies and holds CITY harmless, upon terms satisfactory to CITY.

9.1.2 Waivers from Third Parties. OPERATOR agrees to obtain from all guests, invitees, or third party organizations whose participants visit the Premises, a waiver of liability and hold harmless agreement upon terms satisfactory to the CITY.

9.1.3 Immunity. Consistent with Civil Code section 846.2, no cause of action shall arise against the CITY for injuries to any person who has been expressly invited onto the Premises to glean agricultural or farm products for charitable purposes, unless that person's injuries were caused by the gross negligence or willful and wanton misconduct of OPERATOR, in which case OPERATOR expressly indemnifies the CITY pursuant to this Article 9. The immunity provided by this section does not apply if the owner, tenant, or lessee received any consideration for permitting the gleaning activity.

## 9.2 Employee Payments & Indemnification.

9.2.1 OPERATOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under the California Public Employees Retirement System ("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. OPERATOR's employees hereby waive any claims to benefits or compensation described in this Article 9.2. This Article 9.2 applies to OPERATOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

9.2.2 PERS Eligibility Indemnification. If OPERATOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or PERS to be eligible for enrollment in PERS of the CITY, OPERATOR 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.

9.2.3 Limitation of CITY Liability. The payment made to OPERATOR under this Agreement shall be the full and complete compensation to which OPERATOR

and OPERATOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither OPERATOR nor OPERATOR'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 OPERATOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of OPERATOR.

9.2.4 **Indemnification for Employee Payments.** OPERATOR 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) OPERATOR, (2) any employee of OPERATOR, or (3) any employee of OPERATOR 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.

9.3 **Insurance.** OPERATOR, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, and third-party organizations OPERATOR invites onto the Premises, to purchase and maintain throughout the Term, the following insurance policies:

9.3.1 **Commercial General Liability Insurance,** with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations 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 Commercial General Liability required by this Article, and any other excess policy OPERATOR procures in connection with this Article, must include Sexual Misconduct Liability coverage as well as pesticide or herbicide applicator limited pollution coverage .

9.3.2 **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.

9.3.3 **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of OPERATOR'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.

- 9.3.4 If OPERATOR has no employees subject to the California Workers' Compensation and Labor laws, OPERATOR shall execute a Declaration to that effect. The form of said Declaration shall be provided to OPERATOR by the CITY.
- 9.3.5 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 Article 9.2.7 below, of cancellation or material change.
- 9.3.6 If required insurance coverage is provided on a "claims made" rather than "occurrence" form, OPERATOR 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.
- 9.3.7 The Certificate Holder for all policies of insurance required by this Article 9.3 shall be:
- City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397
- 9.3.8 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: VIII 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.
- 9.3.9 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 OPERATOR 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.
- 9.3.10 All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 9.2, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. CITY shall provide (60) days' notice for OPERATOR to meet any modified insurance requirements.

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

## ARTICLE 10 TERMINATION

10.1 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 OPERATOR. During this 60-day period, OPERATOR shall perform all services in accordance with this Agreement. This Agreement may also be terminated immediately by the CITY, for cause, if OPERATOR materially breaches this Agreement, misrepresents information regarding the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to OPERATOR as provided for in this Agreement. The CITY further reserves the right to immediately terminate this Agreement upon: (a) the filing of a petition in bankruptcy affecting OPERATOR; (b) a reorganization of OPERATOR for the benefit of creditors; or (c) a business reorganization, change in business name or change in business status of OPERATOR.

## ARTICLE 11 HAZARDOUS MATERIALS

11.1 Hazardous Materials Laws; Definition. As used in this Article, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, soil and ground water conditions, or other similar substances or conditions. The following legal authority is a non-exhaustive list of the legal authority that applies to the definition of the term "Hazardous Materials Laws":

- The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 *et seq.*)
- The Hazardous Materials Transportation Act, as amended (49 U.S.C., Section 1801 *et seq.*), and
- The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., Section 6901 *et seq.*)

11.2 Hazardous Materials - Definition. As used in this Article the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- 11.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- 11.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- 11.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or;
- 11.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or the OPERATOR with respect to any third person under any Hazardous Materials Law.
- 11.3 **OPERATOR Representations and Warranties.** OPERATOR represents and warrants that, during the Term or any extension thereof, OPERATOR shall comply with the following provisions of this Article unless otherwise specifically approved in writing by the CITY, subject to the terms and conditions of the OPERATOR's maintenance obligations provided elsewhere in this Agreement:
- 11.3.1 OPERATOR shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by OPERATOR, its agents, employees, assigns, contractors or invitees, except as required by OPERATOR's permitted use of the Premises in the normal course of operations;
- 11.3.2 Any handling, transportation, storage, treatment, or usage by OPERATOR of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
- 11.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Premises following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Premises by OPERATOR at its sole expense, and any such discharge shall be promptly reported in writing to the CITY, and to any other appropriate governmental regulatory authorities;
- 11.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by OPERATOR on the Premises;
- 11.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by OPERATOR on the Premises without the CITY's prior written consent;

- 11.3.6 OPERATOR shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by OPERATOR to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
- 11.3.7 OPERATOR shall promptly notify the CITY of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law. If such a lien is filed against the Premises, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Premises pursuant to the lien, OPERATOR shall either:
- (a) pay the claim and remove the lien from the Premises, or
  - (b) furnish either:
    - (1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or;
    - (2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.
- 11.3.8 At the end of this Agreement, OPERATOR shall surrender the Premises to the CITY free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Premises.

## ARTICLE 12 ASSIGNMENT

- 12.1 Assignment; CITY's Consent Required. OPERATOR shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the City Manager's's prior written consent. For example, the City Manager must consent to any third party or parties that OPERATOR wishes to engage in providing special services or programming at the Premises. Any attempted assignment or transfer without the City Manager's prior written consent shall be void.

## ARTICLE 13 DEFAULTS BY OPERATOR OR BY CITY; REMEDIES

- 13.1 Events of Default; Remedies. The following sub-articles shall apply if either OPERATOR or the CITY neglects, fails to perform, or fails to observe any of their respective obligations under the terms, covenants, or conditions contained in this Agreement ("Default"):

13.1.1 Thirty-Day Correction of Default. If either OPERATOR or the CITY determines that the other party is in Default, then the non-defaulting party must provide the defaulting party written notice of the Default and thirty (30) days to correct the Default.

13.1.2 Extended Correction of Default. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 13.1.2 and, in any case, must correct such Default within ninety (90) days from the date of the written notice of default.

13.1.3 Remedies for Failure to Correct Default. If the defaulting party fails to comply with Article 13.1.1. or 13.1.2, then the non-defaulting party may immediately terminate this Agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

#### ARTICLE 14 ABANDONMENT

14.1 Abandonment. OPERATOR shall not vacate or abandon the Premises at any time during the Term nor permit the Premises to remain unoccupied for a period of longer than five (5) consecutive days during the term of this Agreement. These provisions shall not apply if the Premises is closed and operation is temporarily discontinued therein on account of strikes, lockouts, acts of nature, or similar causes beyond the reasonable control of OPERATOR. Any exceptions must be submitted in writing to the City Manager or designee for approval.

#### ARTICLE 15 DAMAGE OR DESTRUCTION

15.1 OPERATOR's Duty to Repair Casualty. OPERATOR shall, as expeditiously as reasonably possible, repair any damages to the Premises caused by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), and repair, restore, and replace any such damaged or destroyed Fixtures, Improvements or Personal Premises ("Casualty Repairs"). Any Casualty Repairs made under this Article 15 are:

- (a) To be performed at OPERATOR's sole cost and expense;
- (b) To be performed except as otherwise provided in this Article 15; and are
- (c) Subject to all other terms and conditions of this Agreement.

15.2 Construction Provisions. In the event of any reconstruction of the Premises, Fixtures or Improvements required of OPERATOR pursuant to this Article, OPERATOR shall repair



the Premises, and repair or rebuild such Fixtures and Improvements, to substantially the same condition they were in immediately preceding such Casualty.

- 15.3 No Abatement. In the event of reconstruction, replacement, or repair by OPERATOR pursuant to this Article, OPERATOR shall continue its operations on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. OPERATOR shall not be entitled to any compensation or damages from CITY for: (a) loss of use of the whole or any part of the Premises; (b) OPERATOR's Personal Property; or (c) any inconvenience or annoyance occasioned by such damage, reconstruction, or replacement.
- 15.4 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (a) the Improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the Improvements cannot be repaired and restored within one hundred and eighty (180) days after the Casualty, then OPERATOR shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the CITY.

#### ARTICLE 16 EMINENT DOMAIN

- 16.1 Condemnation. OPERATOR may terminate this Agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the Premises by delivery of written notice of such condemnation if:
- (a) If all of the Premises is taken under eminent domain proceedings; or
  - (b) less than all of the Premises is taken under such eminent domain proceeding and the part taken substantially impairs the ability of OPERATOR to use the remainder of the Premises for the purposes permitted by this Agreement.

In the absence of such written notice from a condemning authority, OPERATOR may terminate this Agreement within twenty (20) days after the condemning authority shall have taken possession.

- 16.2 Continuation of Operating Agreement after Condemnation. If this Agreement is not terminated by OPERATOR, it shall remain in full force and effect as to any portion of the Premises remaining, and this Agreement will end as of the date possession of the part taken by the public entity as to the part of the Premises that is taken.
- 16.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to OPERATOR for any award not provided by the condemning authority.

ARTICLE 17  
SALE OR MORTGAGE BY CITY

- 17.1 Sale or Mortgage. The CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time, and without the consent of OPERATOR, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the Premises (collectively referred to in this Article as a "Sale"). The CITY shall provide to OPERATOR written notice of the CITY's intent to a Sale or discontinuance pursuant to this Article at least ninety (90) days prior to said proposed transfer.
- 17.2 Release on Sale. From and after a Sale or discontinuance of the CITY's entire interest in the Premises, the CITY shall be released from all liability to OPERATOR and OPERATOR successors and assigns arising from this Agreement because of any act, occurrence, or omission of the CITY occurring after such Sale.

ARTICLE 18  
CITY'S RIGHT OF ACCESS

- 18.1 Right of Entry. CITY, its agents, employees, and contractors may enter the Premises at any time with or without notice to OPERATOR to:
- (a) respond to health and safety concerns;
  - (b) inspect the Premises and Improvements;
  - (c) determine whether OPERATOR is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws)
  - (d) post notices of non-responsibility or similar notices
  - (e) inspect the progress of construction of any improvement; or
  - (f) make repairs that this Agreement requires or allows CITY to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises

All work enumerated in Article 18 must be done as promptly as reasonably possible and so as to cause as little interference to OPERATOR as reasonably possible. Personal storage space for volunteers of OPERATOR, the personal effects of OPERATOR volunteers and staff, and the OPERATOR volunteers and staff themselves are not subject to search by the CITY, absent cause.

ARTICLE 19  
NOTICES

- 19.1 Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal

Service, postage prepaid and shall be deemed to have been given, delivered, and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered, and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY:

City of National City  
Attention: City Manager  
1243 National City Boulevard  
National City, CA 91950-4397

With a copy to:

City of National City  
Attention: Director of Community Services  
140 East 12th Street, Suite B  
National City, CA 91950

OPERATOR:

Olivewood Gardens & Learning Center  
Attention: Executive Director  
2525 N Avenue  
National City, CA 91950

ARTICLE 20  
NONDISCRIMINATION

- 20.1 Nondiscrimination. OPERATOR hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition, ancestry, or any other legally protected category, in the use, operation, or enjoyment of the Premises.

ARTICLE 21  
RECORDS, ACCOUNTS, AND AUDITS

- 21.1 OPERATOR's Duty to Keep Records. OPERATOR shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Agreement, keep or cause to be kept, true and complete books, records and accounts of all (a) construction undertaken pursuant to the rights conferred on OPERATOR under

this Agreement, and (b) financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. Such records shall also include the source and disposition of all trash and other waste collected and disposed of by OPERATOR in the operation of its business. Said records must be supported by source documents such as receipts, invoices, sales slips, cash register tapes, purchase invoices or other pertinent documents.

- 21.2 CITY's Right to Audit. All OPERATOR books, accounts, and records shall be kept and made available at one location within the limits of the County of San Diego. The CITY shall have the right at any reasonable time to examine and perform audits of OPERATOR's records pertaining to (a) construction undertaken pursuant to the rights conferred on OPERATOR under this Agreement, and (b) its operations on the Premises, including, without limitation, any records pertaining to OPERATOR's use of utilities on the Premises. The cost of said audits shall be borne by the CITY, except that OPERATOR shall provide to the CITY, at OPERATOR's expense, necessary data to enable the CITY to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Agreement and to OPERATOR's use of the Premises.

## ARTICLE 22 ADMINISTRATIVE PROVISIONS

- 22.1 Authority. OPERATOR represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this Agreement on behalf of OPERATOR is the duly designated agent of OPERATOR and is authorized to do so.
- 22.2 Captions. The captions and headings appearing in this Operating Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.
- 22.3 CITY Approval. Except where stated in this Agreement to the contrary, the phrases "CITY approval", and "CITY's written approval" or such similar phrases shall mean approval of the City Manager or designee, which approval shall not be unreasonably withheld.
- 22.4 Cumulative Remedies. In the event of a default under this Agreement, each party's remedies shall be limited to those remedies set forth in this Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Agreement to which the non-defaulting party may be entitled.
- 22.5 Entire Agreement. This Agreement, together with all addenda and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

- 22.6 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference:
- Exhibit "A": Proposed Area for Community Garden at Paradise Creek Park  
Exhibit "B": Garden Limitations
- 22.7 Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, acts of terrorism, civil commotion and fire or other casualty, legal actions attacking the validity of this Agreement or the CITY or OPERATOR's operations of the Premises, or any other casualties beyond the reasonable control of either party ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.
- 22.8 Governing Law. This Agreement shall be governed, construed, and enforced 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.
- 22.9 Independent Contractor. OPERATOR acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.
- 22.10 Interpretation. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
- 22.11 OPERATOR's Agreement Administration. OPERATOR confirms that OPERATOR's Agreement Administrator has been given full operational responsibility for compliance with the terms of this Agreement. OPERATOR shall provide the CITY with a written schedule of its normal hours of business operation on the Premises, and OPERATOR's Agreement Administrator, or a representative designated thereby, shall be available to the CITY during OPERATOR's normal business hours, to resolve problems or answer question pertaining to this Agreement and OPERATOR's operations on the Premises.
- 22.12 Modification. The provisions of this Agreement may not be modified, except by a written amendment signed by both parties.

- 22.13 Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- 22.14 Successors & Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. OPERATOR shall not assign this agreement to any other party unless approved in writing by the CITY.
- 22.15 Time of Essence. Time is of the essence of each and every provision of this Agreement.
- 22.16 Waiver. No provision of this Operating Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

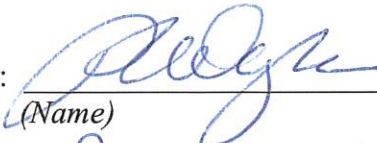
**[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the CITY and OPERATOR have duly executed this Agreement as of the day and year first above written.

**CITY OF NATIONAL CITY  
(CITY)**

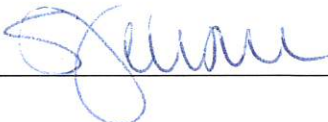
**OLIVEWOOD GARDENS (OPERATOR)**

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

By:   
(Name)  
PATRICIA C. WATLINGTON  
(Print)  
Board Chair  
(Title)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Angil P. Morris-Jones  
Deputy City Attorney

By:   
(Name)  
STEPHANIE JENSEN  
(Print)  
TREASURER  
(Title)

## **EXHIBIT A - Proposed Area for Community Garden at Paradise Creek Park**

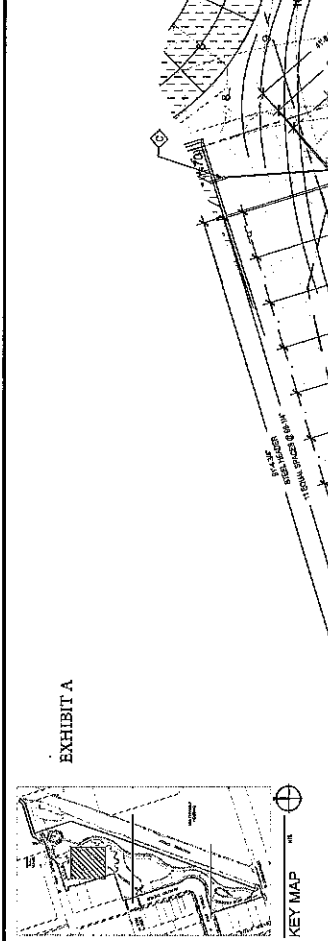
The proposed area for the community garden at Paradise Creek Park will be approximately 9,160 square feet (.21 acres) of open area located on the northern half of Paradise Creek Park. The finished surface material will be decomposed granite, consistent with the Plaza area of the park. Proposed garden amenities include planter beds, a storage shed, other site furnishings and an 8 foot tall galvanized mesh fence along the perimeter.



### COMMUNITY GARDEN MATERIAL SCHEDULE

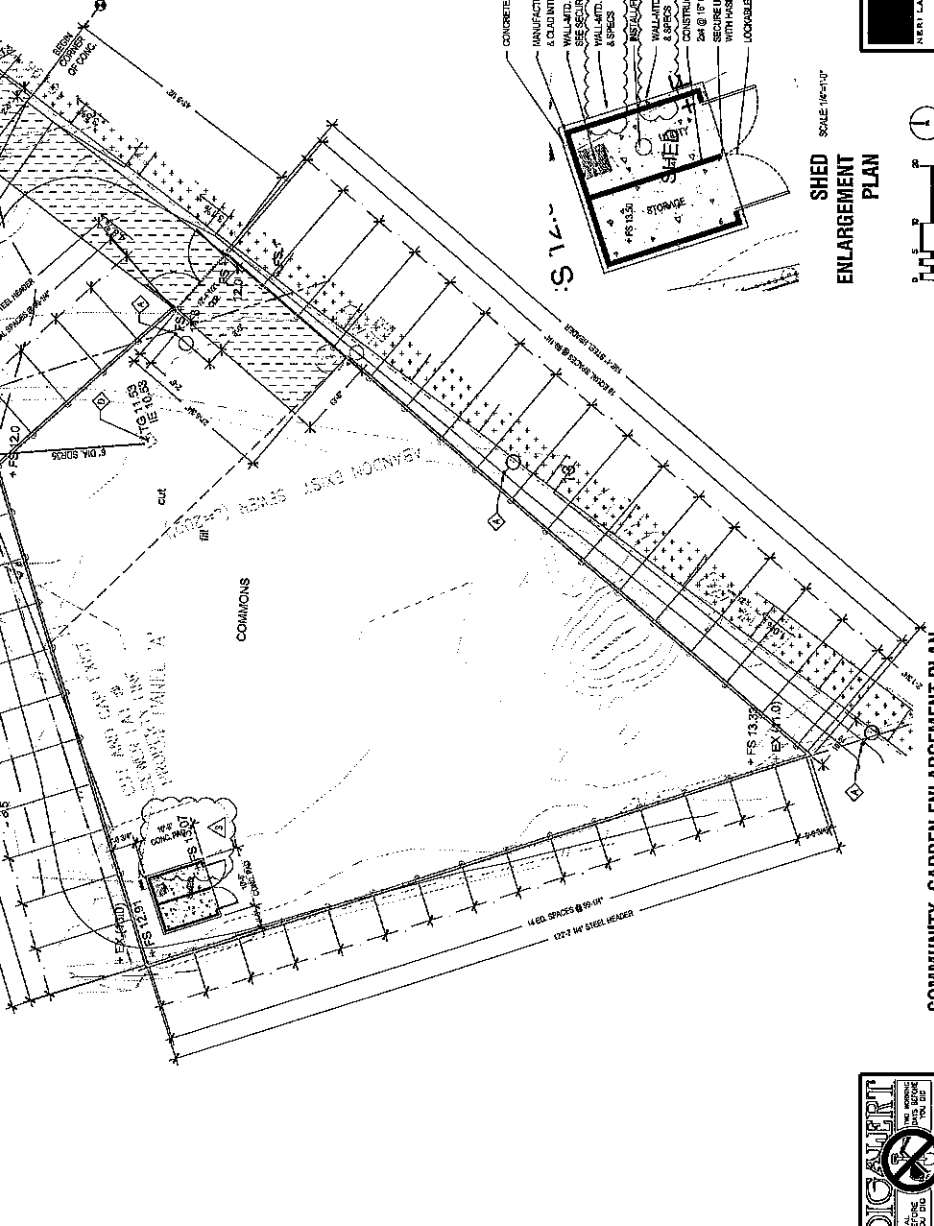
SYMBOL	DESCRIPTION	SOURCE	DETAIL
	6" THK. CONCRETE PAVING	YOUNG BROS. 2611 24th SW CLASB SMITHY SPACERS	LATERAL REINFORCEMENT METAL BROOM FINISH
	8" DIA. REINFORCING BARS	LOCAL BATH PLANT SOUTHWEST FOUNDRY & STEEL 1915 25th SW	COLOR: BERRY ONLY ACHT ACHT
	CONCRETE	AMECO 4145 25th SW	FORM: BERRY ONLY COLOR: OAK LEAF FORM: UNO TRUSS
	FORMWORK	CONTRACTOR SUPPLIED	REINFORCEMENT: REBAR, STEEL FORM: UNO TRUSS
	WOOD DECKING	CONTRACTOR SUPPLIED	REINFORCEMENT: REBAR, STEEL FORM: UNO TRUSS
	WOOD PANEL	CONTRACTOR SUPPLIED	REINFORCEMENT: REBAR, STEEL FORM: UNO TRUSS

- #### KEY NOTES
- POLE-MOUNTED SOLAR LIGHT PER ELECTRICAL PLANS
  - EXISTING IMPROVEMENTS - SEE HARDING AND 21ST PARADISE CREEK PARK ROUGH GRADING CIP 18-17
  - CONNECT CURB DRAIN
  - CONSTRUCT 12" CONCRETE CATCH BASIN WITH TRAFFIC GRATE



**EXHIBIT A**

CONTRACT NO. 18-16-0001  
 PARADISE CREEK EDUCATIONAL PARK  
 COMMUNITY GARDEN ENLARGEMENT PLAN  
 DATE: 05/20/19



**COMMUNITY GARDEN ENLARGEMENT PLAN**

SCALE: 1/4" = 1'-0"

**GENERAL NOTES**

- CONSTRUCT EXPANSION JOINTS AT ALL LOCATIONS WHERE NEW PAVING MEETS A VERTICAL SURFACE, AND AT 17' O.C. WHERE NOT SHOWN ON PLANS.
- FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO BIDDING WORK.
- INSTALL ALL IRRIGATION SLICING PRIOR TO FORMING CONCRETE - SEE IRRIGATION PLANS.
- CONSTITUTE ALL UTILITY LOCATIONS WITH RESPECT TO PLANTING PLANS. VERIFY FINAL LOCATIONS PRIOR TO START OF WORK.
- INSTALL ALL LIGHTING SLICING PRIOR TO FORMING CONCRETE - SEE ELECTRICAL PLANS.
- STAKE ALL IMPROVEMENTS FOR LANDSCAPE ARCHITECT'S REVIEW PRIOR TO INSTALLATION.

**DECLARATION OF RESPONSIBLE CHARGE**

I, **John Doe**, hereby certify that I am the responsible charge for the design and construction of the project described herein. I am a duly licensed Professional Engineer in the State of Oregon, License No. 12345. I have read and understand the contents of these plans and specifications, and I am satisfied that they are complete and correct. I will be responsible for the design and construction of the project until it is accepted by the City of National City.

DATE: 05/20/19

**NATIONAL CITY**

CITY OF NATIONAL CITY

PARADISE CREEK EDUCATIONAL PARK

COMMUNITY GARDEN ENLARGEMENT PLAN

DATE: 05/20/19

PROJECT NO. 18-16-0001

DATE: 05/20/19

**CONTRACTOR RECORDS**

DATE STARTED	DATE COMPLETED	DESCRIPTION
(850) 538-5716	(850) 538-5716	ELECTRIC, LIGHT WORK
(850) 256-4138	(819) 521-2010	COX COMMUNICATIONS, BASHAM CREEKS
(819) 521-2010	(819) 521-2010	AVAT SUBSTRUCTURES, FRED HUNTER
(820) 320-0996	(820) 320-0996	CHROMCASTLE NETWORKS, PETER MARKOWSKI

**REVISIONS**

NO.	DATE	DESCRIPTION
1	05/20/19	ISSUED FOR BIDDING



## **EXHIBIT B – Garden Limitations**

As part of the environmental regulatory closure for the Paradise Creek Park (Subject Property), the City has entered a Land Use Covenant (LUC) with the Department of Toxic Substances Control (DTSC). The intent of the LUC is to restrict future land use and or site development activities on the Subject Property that could impact the integrity of the cap or disturb the impacted soil below the cap. In the event that land use activities change or redevelopment activities occur on the Subject Property, the LUC also provides requirements for notifying DTSC in writing of any such changes that could result in any activity that would disturb the ground surface (e.g., trenching, excavating, grading, pot holing, etc.).

As part of the new park development plans, the City is planning to construct a community garden that would be managed and operated by a third party approved by the City. The proposed community garden is planned to be constructed in the northwestern area of the Subject Property. The following paragraphs address requirements and limitations associated with building the community garden in compliance with the LUC.

### **Background**

Historic environmental studies that have been conducted on the Subject Property and under the authority of the DTSC have determined that lead is the primary chemical of concern that could present an unacceptable risk to human health based on residential land use scenario. In consideration that the Subject Property is not being redeveloped for residential purposes, DTSC approved leaving higher concentrations of lead on site and required that the upper three (3) feet of soil be excavated and hauled off-site. DTSC further required that three (3) feet of clean soil be placed above the native soils to serve as a cap to eliminate direct exposure to the lead-impacted soils. Additionally, DTSC required the City to enter a LUC with DTSC that would restrict future reuse activities on the Subject Property.

### **Conditions of the LUC**

The LUC provides for various restrictions on the property that include conveyance of the property, soil management, prohibited activities, and land-use just to name a few. As the LUC pertains to the construction, operation, maintenance and management of the community garden, the following restrictions or limitations should be considered.

1. No activities that will disturb soil deeper than three feet (e.g., excavating, grading, soil removal, trenching, filling, earth movement, or drilling) shall be allowed on the property unless pre-approved by DTSC in writing.
2. Extraction or removal of groundwater is prohibited.
3. Activity that may alter, interfere with, or otherwise affect the impacted soil located below three feet are prohibited unless pre-approved by DTSC in writing.
4. All planting/growing activities must be conducted in a raised planter bed.
5. No plants may be planted directly into the cap or ground surface.
6. No plant with a root system that would penetrate below the bottom of the raised bed may be planted.
7. Irrigation or watering activities shall be conducted such that these activities do not contribute to erosion to the three feet cap. Drip irrigation is recommended to control runoff and erosion.

8. The community garden shall be inspected annually by the City verifying compliance with the LUC. The inspection report shall be submitted to DTSC for its approval by January 31 of each year.

In the event that any activity that could have the potential of disturbing the impacted soil located below the three feet cap or that could compromise the integrity of the cap must be reported to DTSC for pre-approval in writing.



OLIVGAR-01

VSZAFRANSKI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0525512 Teague Insurance Agency, Inc. 4700 Spring St., #400 La Mesa, CA 91942-0275	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (619) 464-6851		FAX (A/C, No): (619) 668-4715
	<b>E-MAIL ADDRESS:</b> info@teagueins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Nonprofits' Insurance Alliance of California</b>			
<b>INSURER B : Nova Casualty Company</b>			<b>42552</b>
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**INSURED**


Olivewood Gardens & Learning Center  
 2505 N. Avenue  
 National City, CA 91950

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		201926382	9/20/2019	9/20/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							LIQUOR LIABILITY	\$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			201926382	9/20/2019	9/20/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			201926382UMB	9/20/2019	9/20/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nf) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CF1-WK-10000235-02	9/20/2019	9/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<input checked="" type="checkbox"/> Sexual Misconduct			201926382	9/20/2019	9/20/2020	each claim/aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Paradise Creek Community Garden  
 The City of National City, its officials, agents, employees and volunteers are included as additional insured for ongoing operations with respects to General Liability, when required by written contract or agreement, and with waiver of subrogation with respects to the workers compensation, per attached forms. Pollution liability is included within the general liability policy, per form attached.

<b>CERTIFICATE HOLDER</b>  City of National City c/o Risk Manager 1243 National City Boulevard National City, CA 91950	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 2019-26382  
 Named Insured: ICF Center for Cross-Border Philanthropy\*

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – SCHEDULED PERSON OR  
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of National City and its officers, agents, employees and volunteers  Paradise Creek Community Garden	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**State Or Governmental Agency Or Subdivision Or Political Subdivision:  
Subdivision:**

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.  
  
However:
    - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
    - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

### SCHEDULE

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

CITY OF NATIONAL CITY  
C/O RISK MANAGER  
1243 NATIONAL CITY BLVD  
NATIONAL CITY, CA 91950

ON-SITE FOR SUPERVISION, TO HELP  
MAKE SURE THE GARDEN WAS UP AND  
RUNNING, RUNNING WORKSHOPS, ETC

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-03-20      Policy No. CF1-WK-10000235-02      Endorsement No. 001

Insured OLIVEWOOD GARDENS & LEARNING      Premium \$ INCL.

Insurance Company Nova Casualty Company

Countersigned By \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PESTICIDE OR HERBICIDE APPLICATOR - LIMITED POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Description Of Operations:</b> Application of Soap/Water
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the operations shown in the Schedule, Paragraph (1)(d) of Exclusion f. of **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the operations met all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.



# VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)  
03/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

<b>PRODUCER</b> Lazaro Insurance Agency, Inc. 3924 El Cajon Blvd San Diego, CA 92105 NATIONAL CITY CA 91950-6019	<b>CONTACT NAME:</b> Lazaro Neto <b>PHONE (A/C, No, Ext):</b> 619-229-6799 <b>FAX (A/C, No):</b> 619-229-6796 <b>E-MAIL ADDRESS:</b> lazaro.neto.m36f@statefarm.com <b>PRODUCER CUSTOMER ID #:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  INTERNATIONAL COMMUNITY FOUNDATION 2525 N AVE NATIONAL CITY CA 91950-6019	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company <b>NAIC #</b> 25178	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

### DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2006	TOYOTA	TUNDRA	PICKUP	5TBJU32156S470409
DESCRIPTION			VEHICLE/EQUIPMENT VALUE	SERIAL NUMBER
			\$	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	Y	<input checked="" type="checkbox"/> VEHICLE LIABILITY	279 9438-B13-55B	02/13/2020	08/13/2020	COMBINED SINGLE LIMIT	\$
		<input type="checkbox"/> GENERAL LIABILITY				BODILY INJURY (Per person)	\$ 1,000,000
		<input type="checkbox"/> OCCURRENCE				BODILY INJURY (Per accident)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE				PROPERTY DAMAGE	\$ 1,000,000
						EACH OCCURENCE	\$
						GENERAL AGGREGATE	\$
							\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input checked="" type="checkbox"/> VEH COLLISION LOSS	279 9438-B13-55B	02/13/2020	08/13/2020	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$      LIMIT
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	279 9438-B13-55B	02/13/2020	08/13/2020	<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ 250    DED
		<input type="checkbox"/> EQUIPMENT				<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$      LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$      DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/>	\$      DED

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### ADDITIONAL INTEREST

### CANCELLATION

Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input checked="" type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
<b>VEHICLE / EQUIPMENT INTEREST:</b> <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	<b>DESCRIPTION OF THE ADDITIONAL INTEREST</b>	
<b>NAME AND ADDRESS OF ADDITIONAL INTEREST</b> CITY OF NATIONAL CITY 1243 NATIONAL CITY BLVD. NATIONAL CITY, CA 91950	<input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE	
	<b>LOAN / LEASE NUMBER</b>	
	<b>AUTHORIZED REPRESENTATIVE</b> <i>L. Matthews #4012163</i>	

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## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 27th day of January, 2020 ("Effective Date"), by and between CHW, a California non-profit organization and Olivewood Gardens, a California tax-exempt, charitable organization ("Contractor") that will serve as fiscal agent for Mundo Gardens, also a California tax-exempt, charitable organization.

1. Contractor agrees to ensure performance of the Scope of Services detailed in Exhibit A (the "Work") for CHW, at Paradise Creek Community Garden in National City, CA.

Contractor agrees to submit a narrative update and financial report at the six month and one-year marks indicating specifically what activities have been undertaken as part of the Scope of Services, and also how funds have been spent with an explanation for any variance from the proposed budget.

Contractor will report garden viability to CHW staff, City staff and Council as requested, to inform the ongoing development of National City's urban agriculture-related efforts.

2. Term. This Agreement shall be effective on the date first written above and shall remain in effect for one year, unless otherwise terminated pursuant to the provisions herein.

3. Compensation/Payment. Contractor shall perform the Services under this Agreement for the total sum not to exceed \$40,000 payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with CHW's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to CHW at the address set forth in Section 4 hereof.

4. Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

Susan Reynolds, Chief Executive Officer  
Community HousingWorks  
3111 Camino del Rio North, Suite 800  
San Diego, CA 92123

5. Contract Administration. A designee of CHW will be appointed in writing by CHW Manager or Department Director to administer this Agreement on behalf of CHW and shall be referred to herein as Contract Administrator.

6. Personnel. Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Contractor recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services.

7. Assignment and Subcontracting. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties.

Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 10. The Contractor acknowledges and agrees that CHW is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and CHW.

8. Independent Contractor. In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of CHW. Contractor acknowledges and agrees that CHW has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

9. Indemnification. Except for CHW sole negligence or willful misconduct, Contractor shall indemnify and hold CHW, its employees and Contractors harmless from all damages, costs and expenses, including attorneys' fees, in law or equity, including damage to property or personal injury, including death, that may arise or be incurred due to intentional or negligent acts, errors or omissions of Contractor or any of Contractor's employees, substitute Contractors or agents committed while rendering services pursuant to this Agreement. The parties expressly agree that any payment, attorney fee, cost or expense CHW incurs or makes to or on behalf of an injured CHW employee are included as a loss, expense or cost for the purposes of this paragraph. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

10. Insurance. See Exhibit C – CHW Insurance Requirements and Document Compliance memo. The Commercial General Liability, Automobile Liability, and policies shall be endorsed to include CHW, Property Manager, and each of their respective subsidiaries, affiliates, members, investors, lenders, trustees, officers, directors, employees and agents (collectively, the "Additional Insureds") as additional insureds under the commercial general liability, and commercial automobile liability policies required of Contractor, as described in the City of National City's Maintenance and Operating Agreement which must be agreed to prior to work commencing. The additional insured coverage shall not include any special limitations on the scope of protection afforded to Owner or any of the other Additional Insureds. With regard to the commercial general liability policy, the additional insured protection required above shall apply to ongoing and completed operations coverage, which shall be maintained continuously throughout the statutory period applying to claims arising out of the Work after substantial completion, protecting CHW and Additional Insureds for completed operations continuously throughout such period.

11. Right to Employ Other Contractors. CHW reserves the right to employ other Contractors in connection with the Project. If CHW is required to employ another Contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, CHW reserves the right to seek reimbursement from Contractor.

12. Accounting Records. Contractor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of CHW during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor, except as otherwise directed by the Contract Administrator. Nothing furnished to Contractor which is otherwise known to the Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use CHW's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of CHW.

14. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Contractor shall be and remain the property of CHW. Contractor shall not release to others information furnished by CHW without prior express written approval. Materials created prior to this agreement by Contractor, such as designs or drawings, will remain the property of the Contractor.

15. **Copyrights.** Contractor agrees that any work prepared for CHW which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Contractor assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to CHW, and agrees to provide all assistance reasonably requested by CHW in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at CHW's expense but without any additional compensation to Contractor. Contractor agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

16. **Conflict of Interest.** Contractor represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Contractor further warrants that neither Contractor, nor individuals employed by or otherwise associated with Contractor, have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with CHW an affidavit disclosing any such interest.

17. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, CHW shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

18. **General Compliance With Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to



comply with all applicable laws, ordinances and regulations. Contractor represents and warrants that Contractor has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Contractor further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of CHW.

19. Waiver. No action or failure to act by CHW shall constitute a waiver of any right or duty afforded CHW under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

20. Amendments. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and CHW.

21. Termination. CHW, by notifying Contractor in writing, shall have the right to terminate any or all of Contractor's services and work covered by this Agreement at any time. In the event of such termination, Contractor may submit Contractor's final written statement of the amount of Contractor's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete. In ascertaining the work actually rendered through the termination date, CHW shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered.

21.1 Other than as stated below, CHW shall give Contractor thirty (30) days prior written notice prior to termination.

21.2 CHW may terminate this Agreement upon fifteen (15) days written notice to Contractor, in the event:

21.2.1 Contractor substantially fails to perform or materially breaches the Agreement; or

21.2.2 CHW decides to abandon or postpone the Project.

21.3 If the Contractor wishes to terminate the Agreement, Contractor will notify CHW in writing, in detail, of the circumstances for exiting the agreement, and immediately return unused funds with a full and substantiated accounting of funds spent through the date of the notice of intent to terminate. Ongoing work with subcontractors or other parties associated with the agreement will also terminate, and a new operator selection process will be undertaken.

22. Offsets. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Contractor owes or may owe to CHW, CHW reserves the right to withhold and offset said amounts from



payments or refunds or reimbursements owed by CHW to Contractor. Notice of such withholding and offset, shall promptly be given to Contractor by CHW in writing. In the event of a dispute as to the amount owed or whether such amount is owed to CHW, CHW will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

23. **Successors and Assigns.** This Agreement shall be binding upon CHW and its successors and assigns, and upon Contractor and its permitted successors and assigns, and shall not be assigned by Contractor, either in whole or in part, except as otherwise provided in paragraph 7 of this Agreement.

24. **Venue and Attorneys' Fees.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees. However, the recovery of attorneys' fees by the prevailing party is limited to individual actions or proceedings in which CHW elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fee. In no action shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees incurred by CHW in the action or proceeding.

25. **Nondiscrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

26. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof

shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

27. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

28. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

29. Interpretation. CHW and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

29.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

29.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

29.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

30. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" – Compensation

Exhibit "C" – CHW Insurance Requirements and Document Compliance Memo



IN WITNESS WHEREOF, CHW and Contractor have caused this Agreement to be duly executed the day and year first above written.

Signed:

A blue ink signature of Jorge Riquelme, written over a horizontal line.

Jorge Riquelme, Senior VP  
CHW

A black ink signature of Jen Nation, written over a horizontal line.

Jen Nation, Executive Director  
Olivewood Gardens (Fiscal Agent)

## EXHIBIT "A"

### RFP SCOPE OF SERVICES

*Public engagement is crucial to this project and the Contractor is expected to involve members of the public throughout the duration of the project, including existing community garden committee members and local residents. Contractor is expected to complete outreach work according to the goals, plans, and needs stated by CHW.*

*The overall goal is to have a well-maintained, productive garden that is accessible to all community members.*

#### *Activities:*

- *Developing and following a planting and maintenance calendar*
- *Ensuring the ability of the garden to thrive*
- *Securing seeds, fertilizer and other materials*
- *Hosting community groups and engaging with visitors to the garden*
- *Identifying and delivering opportunities for educational programming to a range of age groups, including partnering with other non-profits and educational providers*
- *Delivery of technique demonstration and ongoing technical support for those growing home gardens*
- *Engaging in resourceful and sustainable water and energy management*
- *Ensuring funds are spent only on community garden related activities and efforts and are stewarded in an effective manner*
- *Acquiring additional funds from other sources to build on a successful garden program*
- *Working with CHW and City Staff to ensure development of a sustainable and community-accessible resource*

*Deliverables: Contractor will submit six month and annual progress reports to CHW detailing outcomes and accomplishments in both urban farming and community outreach and engagement at Paradise Creek Community Garden. Contractor must also agree to submit a financial report at the six month and one-year marks indicating specifically how funds have been spent and explaining any variance from the proposed budget. Contractor will report garden viability to City staff and Council as requested, to inform the ongoing development of National City's urban agriculture-related efforts.*

Following is the Scope of Services proposed by Olivewood and Mundo Gardens:

Form and manage a Steering Committee made up of residents from Paradise Creek apartments and the Old Town community who will assist with site planning and development.

Work collaboratively and in partnership the steering committee, other residents, Community Housing Works, Paradise Creek Educational Park Inc., Olivewood Gardens and Learning Center, and the City of National City.

Assign two paid staff as garden coordinators to be responsible for daily operation of the garden, including establishing and communicating farming models, guidelines, and best practices; record keeping; distributing required documents and waivers for all gardeners and volunteers; recording hours and assigning tasks to volunteer gardeners and interns; maintaining a clean and attractive garden year-round, including creating a system for periodic clean-ups, crop rotation, winterization, and work requirements; keeping a written waiting list of potential gardeners so that vacant garden beds can be easily filled; recruiting and involving neighbors to help in a garden or park; maintaining a list of the gardeners' names, mail and email addresses, phone numbers, and emergency contacts; creating a sign contact information and hours; securing the garden; and, administrative duties such as, but not limited to accounting, grant writing, filing, etc.

Create formal rules and regulations to serve as an agreement with community members who are interested in leasing a garden bed at the community garden, as well as for visitors and volunteers. The document will include pest control guidelines; water & utilities guidelines; standard fee/duration/location for garden bed lease; maintenance and clean-up requirements.

Resolve any garden bed or site-related problems and/or concerns that cannot be resolved privately, in consultation with CHW and City staff.

Engage in clear, respectful, culturally responsive, and regular two-way communication with the community including through bulletin board posts; website information; social media; on-site signage; Steering Committee meetings; and via email.

Staff the garden for operating hours on Saturday - Sunday from 8am to sundown, and Monday - Friday for scheduled educational programs or by appointment; any changes will be posted at the earliest possible notice at the garden and on social media.

Work with City planners to determine the number of garden beds that can be installed, and with CHW to determine the number that will be made available for lease and the number that will be used as teaching beds.

Manage the lease application process and assign to qualified gardeners on a first come/first serve basis. Garden beds will be leased for one year or until such a time that the operators determine the lessee is not fulfilling the lease agreement, or determines that the lessee is fulfilling the terms and renews their lease on the garden bed.

Manage the waiting list and engage those on it in preparatory events at the garden. Allocation of beds will be based on participation, knowledge and commitment to garden policies and determined by management of the operating organizations.

Conduct a minimum of one, 1-hour training session to review guidelines on composting, cover crops, planting and best practices including energy and water conservation procedures and the use of the planned catchment system.

Post an emergency evacuation plan, First Aid Kit and emergency phone number at the garden site.

Plan and execute formal and informal learning opportunities, including gardening classes, arts and culture events, leadership training/workshops, healthy food demos, and community celebrations. Provide a monthly activities calendar to residents, CHW staff and the City a minimum of 6 weeks prior to the start of each month.

Identify and build programs and partnerships to increase access to healthy foods, including those related to production, yield and distribution of produce; count, weigh, and measure said produce for reporting purposes and resource development.

Attend Community Housing Works meetings, community events, health fairs, school presentations at the PTAs and PTOs; outreach to Kimball Elementary to help children learn how to prepare healthy snacks, as well as to middle and high school students throughout the district.

Track and report the following outreach indicators: volunteer sign ins, Facebook page likes, Twitter followers, Instagram followers, Instagram Likes, Yelp reviews, Networking events, Published articles, Newsletters mailed, and Email marketing subscribers.

Track and report program attendance and budget indicators, as well as anecdotal feedback on program content and garden structure and usage.



**EXHIBIT "B"**

**RFP COMPENSATION**

**Cost of Services and Budget:**

*The budget should reflect a total not to exceed \$40,000 for the Contractor portion of Community Garden Operation for one year (note the total amount of funding available for each year of the five years of potential operations is anticipated to be between \$30,000 and \$40,000). The Contractor should provide a basic budget justification which demonstrates proposed use of the project fee.*

*Costs over and above that amount should be allocated to an identified revenue source. The garden space will be built out with raised beds, irrigation, bench seating, decomposed granite ground cover, a storage shed and secure enclosure. Funding will be provided for initial purchase of gardening supplies but there is no additional funding for large equipment or operations.*

**Olivewood/Mundo Gardens Paradise Creek Community Garden  
2020-2021 Twelve Month Budget**

<b>Item</b>	<b>Amount</b>
<b>REVENUE</b>	
CHW Operator Funding	\$ 39,420
<b>TOTAL REVENUE</b>	<b>\$ 39,420</b>
<b>EXPENSE</b>	
Personnel	\$ 26,000
Taxes	\$ 2,600
Payroll	\$ 720
Fiscal Agent/Consulting	\$ 4,000
Subcontractor Partner	\$ 1,000
Infrastructure/repairs	\$ 1,000
Supplies/equipment	\$ 2,000
Insurance	\$ 1,600
Printing/marketing	\$ 500
<b>TOTAL EXPENSE</b>	<b>\$ 39,420</b>



TO: Prospective Providers, Vendors, Consultants and Contractors

RE: Exhibit "C" - CHW Insurance Requirements & Document Compliance

Before an engagement with Community HousingWorks ("CHW") to provide services or perform work at any of our properties, we must first obtain the following documents and forms which **MUST** be completed and submitted to CHW prior to any work being started:

- Certificate of Insurance, currently dated, with applicable endorsements
- Compliance with our Insurance Requirements Exhibit
- Copy of contractor's license (if applicable)
- Completed IRS form W-9 (Payer's Request for Tax Identification Number & Certification)

Your Certificate of Insurance must include the following when evidenced:

1. **Commercial General Liability insurance**
2. **Commercial Automobile Liability insurance**
3. **Worker's Compensation & Employers Liability Insurance**; however, if you are a sole owner/proprietor/partnership with no employees and exempt yourself from Workers Comp in compliance with the California statute, please confirm so in writing to us.
4. **Additional Insured Endorsements** for #1 and #2 above, protecting CHW Entities in #6
5. **Waiver of Subrogation Endorsements** for #1, #2 & #3 above, protecting CHW Entities in #6
6. **CHW Entities Protected** – Additional Insured & Waiver of Subrogation Endorsements must identify and protect the following CHW Entities, including each of their respective members, partners, investors, lenders, directors, officers, employees and agents:
  - Community HousingWorks
  - Property Manager
  - Paradise Creek Housing Partners, L.P.
  - Paradise Creek II Housing Partners, L.P.
7. **Contractor's License** must be provided (if applicable)





**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AND  
OPERATING AGREEMENT FOR A COMMUNITY GARDEN AT PARADISE  
CREEK PARK BETWEEN THE CITY OF NATIONAL CITY AND ICF CENTER  
FOR CROSS BORDER PHILANTHROPY, D.B.A. OLIVEWOOD GARDENS  
AND LEARNING CENTER, TO OPERATE A COMMUNITY GARDEN TO  
BENEFIT THE WELL-BEING OF NATIONAL CITY RESIDENTS, LOCATED ON  
THE NORTHERN HALF OF PARADISE CREEK PARK, FOR A TERM OF ONE  
YEAR WITH THE OPTION TO EXTEND UP TO TWO (2)  
ADDITIONAL TWO YEAR TERMS**

**WHEREAS**, the City and Community HousingWorks (“CHW”) share an interest in promoting the initiation and sustainability of a community garden at Paradise Creek Park; and

**WHEREAS**, CHW’s role springs from its commitment to housing as a platform for the future success of CHW residents, who live in the Paradise Creek Apartments affordable housing community just across from the Paradise Creek Park site; and

**WHEREAS**, the funding of \$40,000, through CHW, will be available on an annual basis to support the operations of the community garden so that residents can learn to grow and use fresh produce; and

**WHEREAS**, during the September 17, 2019, City Council Meeting CHW announced its intention to conduct an Request for Proposal (“RFP”) process for the operation of a community garden located on the northern half of Paradise Creek Park; and

**WHEREAS**, the RFP was issued on September 25, 2019, and responses were due October 31, 2019; and

**WHEREAS**, CHW received two (2) proposals, one from Mongol Tribe and the other a joint proposal from Olivewood Gardens and Learning Center, Mundo Gardens, and Paradise Creek Educational Park; and

**WHEREAS**, CHW verified the selection of the Olivewood Gardens and Learning Center, Mundo Gardens, and Paradise Creek Educational Park proposal; and

**WHEREAS**, City Staff recommends executing a a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens and Learning Center.

**Resolution No. 2020 –  
Page Two**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the Mayor to execute a Maintenance and Operating Agreement for a Community Garden at Paradise Creek Park between the City of National City and ICF Center for Cross Border Philanthropy, D.B.A. Olivewood Gardens and Learning Center, to operate a community garden to benefit the well-being of National City residents, located on the northern half of Paradise Creek Park, for a term of one (1) year with the option to extend up to two (2) additional two year terms.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Michael Dalla, City Clerk

**APPROVED AS TO FORM:**

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

The following page(s) contain the backup material for Agenda Item: [Proposal from Olivewood Gardens and Learning Center to launch a COVID-19 Immunity Boosting and Wellness Program. \(City Manager\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Proposal from Olivewood Gardens & Learning Center to launch a COVID-19 Immunity Boosting and Wellness Program

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

**DEPARTMENT:** City Manager's Office

**PHONE:** 619-336-4250

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


**EXPLANATION:**

See attached

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Listen to proposal and take direction from City Council

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Proposal



### COVID-19 Immunity Boosting and Wellness Program

#### Supported by Olivewood Gardens and Learning Center and Kitchenistas®

Olivewood Gardens and Learning Center's mission is to inspire youth and adults to be healthy and active citizens through organic gardening, environmental stewardship, and nutrition education. Olivewood has been a cornerstone to the National City community for 10 years, providing a suite of services including nutrition and environmental education, leadership and job skills development, community building, and food access programs and resources to the community. Olivewood serves over 5,000 children and adults annually, including over 600 students from the National School District, over 100 high school students from Sweetwater High School, and 100s of local families, children, and adults through our programming.

Olivewood's flagship Cooking for Salud® 8-week behavior modification program focuses on building healthy habits using nutrient dense foods that boost immunity and reduce the risk of chronic health conditions. A study of our 14th generation of this program, focused on age-friendly communities, demonstrated that all participants had at least one statistically significant improvement in a health indicator such as hemoglobin A1c or HDL cholesterol. Additionally, participants demonstrated a significant improvement in life satisfaction and community connectedness - two important indicators of overall health and wellness. Olivewood has graduated over 250 "Kitchenistas®," graduates of the Cooking for Salud® program, and remain connected and active through ongoing training around nutrition, emotional and mental health, financial, fitness, art and more. These Kitchenistas® provide regular nutrition and healthy cooking presentations to all 10 National School District schools, support local food and health-related efforts, and are leaders in National City for health and wellness.

With the current pandemic, National City is in the top percentage of COVID-positive cases, unemployment, and health risks. Stress, pre-existing chronic diseases such as obesity and diabetes, and eating patterns low in micronutrient-rich fruits, vegetables, whole grains, and lean proteins are all contributing factors to a suppressed immune system. [A study](#) of over 4,000 COVID-positive cases in New York found obesity to be the second predictor of hospitalization, after age. To improve community health outcomes and resiliency, access to nutrient-rich, whole foods, and ongoing support for healthy living is essential.

To address these factors, Olivewood proposes a program consisting of the following elements to support COVID-19 relief efforts, community resilience-building, and job creation:

- Create weekly immunity boosting, culturally appropriate, family-style meal kits for 100 National City families, up to 500 people, prepared by Olivewood Kitchenistas



- Meals will include foods rich in Vitamins C and D, minerals such as zinc, iron, and selenium, and healthy proteins which have been proven critical to the growth and function of immune cells. These nutrients are commonly found in dark green and orange vegetables, beans, nuts, seeds, whole grains, and fruits.
- Meals kits will be prepared and distributed through the MLK Kitchen in partnership with the City of National City.
- Each meal kit will provide 2-3 meals or snacks for a family of 4-5 per week
- Additionally, Olivewood Kitchenistas will prepare a nutritious monthly meal for all 100 families.
- Serve 100 community members through a virtual 8-week Cooking for Salud® program.
  - Lessons will focus on basic nutrition including nutrition myth-busting with a local culinary medicine physician, meal preparation techniques, scratch cooking, food preservation, waste reduction, and budgeting. Additionally, each session will include exercise, mindfulness, and community building components to support holistic wellness.
- Promote overall wellness with activity ideas for the whole family to get moving
  - Olivewood will develop a National City Wellness/Get Moving Campaign to encourage families to get active during this time through walking and biking, neighborhood clean-ups, and virtual exercise opportunities.
- Engage in monthly sessions via zoom to stay connected to community
  - These monthly sessions, like the mindfulness and Get Moving Campaign, will be available to all National City residents, and will include live cooking programs, topic conversations related to health challenges, and other educational programming.
  - Implement weekly mindfulness workshops via zoom or Facebook Live to support mental health
    - Mindfulness can be deployed across all facets of life, including during meal time. [Research](#) indicates that people who utilize mindfulness strategies can reduce weight gain, emotional eating behaviors, anxiety, chronic pain, and more.

A marketing campaign will accompany the food distribution and will invite families to participate in weekly meditation sessions, social-distance walks, ideas for family bikes rides and other outdoor activities, and a weekly check-in/recipe exchange with Kitchenistas®. Olivewood will collaborate with other local nonprofits, institutions, and businesses to spread awareness of the program.

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City extending the Urgency Ordinance enacting a temporary moratorium on evictions due to non-payment of rent for residential and commercial tenants as a result of the state of emergency related to the novel coronavirus disease, COVID-19, through September 30, 2020 from August 31, 2020. \(Housing Authority\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City extending the Urgency Ordinance enacting a temporary moratorium on evictions due to non-payment of rent for residential and commercial tenants as a result of the state of emergency related to the novel coronavirus disease, COVID-19, through September 30, 2020 from August 31, 2020.

**PREPARED BY:** Carlos Aguirre, Director

**PHONE:** (619) 336-4391

**DEPARTMENT:** Housing Authority

**APPROVED BY:**



**EXPLANATION:**

See Attachment No. 1.

**FINANCIAL STATEMENT:**

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

Finance

**ACCOUNT NO.**

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

MIS

Not applicable.

**ENVIRONMENTAL REVIEW:**

An extension of the Urgency Ordinance is not a Project pursuant to the California Environmental Quality Act of 1970.

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

Not applicable.

**ATTACHMENTS:**

1. Explanation
2. Resolution

City of National City  
August 4, 2020  
Staff Report Explanation

**Resolution of the City Council of the City of National City extending the Urgency Ordinance enacting a temporary moratorium on evictions due to non-payment of rent for residential and commercial tenants as a result of the state of emergency related to the novel coronavirus disease, COVID-19, through September 30, 2020 from August 31, 2020.**

The novel coronavirus, COVID-19, is an infectious disease and was first detected on December 2019. COVID-19 symptoms include fever, cough, and shortness of breath, and those afflicted have experienced anything from mild illness to death. The Centers for Disease Control and Prevention considers COVID-19 to be a severe public health threat, and the World Health Organization declared the COVID-19 outbreak to be a pandemic. COVID-19 is expected to have severe economic impacts on the residents and businesses of National City. These include the substantial loss of income due to the loss of compensable work hours or wages, layoffs, and business closures.

On February 19, 2020, the San Diego County Board of Supervisors ratified a declaration of local health emergency related to COVID-19. On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19.

On March 16, 2020, Governor Newsom issued Executive Order N-28-20 suspending any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential and commercial evictions when the basis for eviction is nonpayment of rent arising out of a documented substantial decrease in a household or business income or substantial out-of-pocket medical expenses caused by COVID-19 or by any local, state, or federal government response to COVID-19.

On March 17, 2020, the City Council of the City of National City ("City Council") adopted a Resolution ratifying the Declaration of the Existence of a Local Emergency that was proclaimed on March 12, 2020, in the City of National City ("City") as a result of COVID-19.

On March 19, 2020, Governor Newsom also issued Executive Order N-33-20, ordering all individuals living in the State of California to stay home or at their residence, except to obtain essential services.

On March 27, 2020, Governor Newsom issued Executive Order N-37-20 which bans the enforcement of eviction orders for renters affected by COVID-19 through May 31, 2020, prohibits landlords from evicting tenants for nonpayment of rent and prohibits enforcement of evictions by law enforcement or courts, and requires tenants to declare in writing, no more than seven days after the rent comes due, that the tenant cannot pay all or part of their rent due to COVID-19.

On May 29, 2020, Governor Newsom extended evictions moratorium authority by issuing Executive Order N-66-20 that allows local governments to extend prohibitions on landlords from evicting tenants for nonpayment of rent for an additional 60 days from the date the executive order was signed.

On June 16, 2020, the City Council extended the temporary moratorium to remain in effect through August 31, 2020 by adoption of Resolution 2020-123.

At a State level on June 30, 2020, Governor Newsom issued Executive Order N-71-20, additionally extending evictions moratorium to help reduce the spread of COVID-19, through September 30, 2020. As of July 22, 2020, Coronavirus cases in San Diego County are still occurring, with a total number of 410,000.

Staff recommends extending the Urgency Ordinance through September 30, 2020 from August 31, 2020 to continue implementing a temporary moratorium on residential and commercial evictions due to nonpayment of rent arising out of a substantial decrease in income or substantial out-of-pocket medical expenses caused by either the novel coronavirus, COVID-19, or any governmental response to COVID-19. The proposed action would keep in place the adopted emergency ordinance which applies to all residential and commercial tenants renting within the City of National City.

If amended, National City's Urgency Ordinance would extend the temporary ban on residential and commercial evictions whereby no landlord could take action to evict a tenant for not paying rent that was due on or after March 17, 2020, if the tenant provided written notice to the landlord, on or before the date the rent was due or within a reasonable period not to exceed seven days, that the tenant is unable to pay rent due to financial impacts or other financial reasons related to COVID-19 not limited to the following:

- The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was ill with a suspected or confirmed case of COVID-19;
- The tenant experienced a layoff, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
- The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.

As used in the Urgency Ordinance, "financial impacts" mean a substantial decrease in household income for a residential tenant, or business income for a commercial tenant, due to business closure and loss of compensable hours of work or wages, layoffs, or substantial out-of-pocket medical expenses. A financial impact is "related to COVID-19" if it is caused by the COVID-19 pandemic or any government response to the COVID-19 pandemic. This includes complying with any public health orders or recommended guidance related to COVID-19 from local, state, or federal governmental authorities. Tenants who are afforded eviction protection under the Urgency Ordinance would have up to six months from the date when the Ordinance becomes effective or the withdrawal of Governor Newsom's Executive Order N-28-20, whichever occurs soonest, to pay their landlords all unpaid rent.

The proposed Urgency Ordinance also suspends statutory causes of action such as a judicial foreclosure that could be used to evict a residential or commercial tenant when the basis for eviction is due to a substantial loss of income caused by COVID-19. The Ordinance would be retroactive to March 17, 2020, following the City Council's ratification of the Declaration of the Existence of Local Emergency and in accordance the California Governor Executive Order N-28-20 and would remain in effect through September 30, 2020, unless extended by Executive Order issued by the Governor of the State of California. Adoption of the Urgency Ordinance requires the affirmative vote of least four of the five members of the City Council.

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
EXTENDING THE URGENCY ORDINANCE ENACTING A TEMPORARY  
MORATORIUM ON EVICTIONS DUE TO NON-PAYMENT OF RENT FOR  
RESIDENTIAL AND COMMERCIAL TENANTS AS A RESULT OF THE STATE OF  
EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE, COVID-19,  
THROUGH SEPTEMBER 30, 2020 FROM AUGUST 31, 2020**

**WHEREAS**, on April 7, 2020, the City Council of National City (“City Council”); adopted Urgency Ordinance No. 2020 – 2479 (Ordinance) enacting a temporary moratorium on evictions for nonpayment of rent by residential and commercial tenants in the City of National City who are impacted by the novel coronavirus, COVID-19, as described in the Ordinance; and

**WHEREAS**, according to Section 1(f) of the Ordinance, the Council may extend the Ordinance by resolution, if conditions at the time warrant an extension; and

**WHEREAS**, on June 16, 2020, the City Council extended the temporary moratorium to remain in effect through August 31, 2020, by adoption of Resolution 2020-123

**WHEREAS**, COVID-19 continues to cause and is expected to continue to cause serious negative impacts on the local economy and serious financial impacts on residents and businesses. Including substantial loss of income due to the loss of compensable work hours or wages, layoffs, and business closures; and

**WHEREAS**, since the adoption of the Ordinance, the Governor, the San Diego County Public Health Officer, and the City Council have issued additional orders and directives to respond to the COVID-19 emergency that continues to curtail certain business operations; and

**WHEREAS**, on March 16, 2020, the Governor issued N-28-20, suspending state law limitations on local jurisdiction that impose restrictions on evictions; and

**WHEREAS**, on March 27, 2020, the Governor issued Executive Order N-37-20 which adopted a statewide eviction moratorium that provided residential tenants with protections during the eviction process, including giving tenants more time to respond to a complaint; and

**WHEREAS**, on May 29, 2020, the Governor issued Executive Order N-66-20 which extended the provisions of Executive Order N-28-20 for 60 days, which suspends provisions of state law that would preempt or restrict a local government’s exercise of its police powers to impose substantive limitations on residential or commercial evictions under certain circumstances related to COVID-19 hardships; and

**WHEREAS**, on June 30, 2020, the Governor issued Executive Order N-71-20 extending the provisions of Executive Order N-28-20, paragraph 2, extended via Executive Order N-66-20, Paragraph 21, through September 30, 2020; and

**WHEREAS**, currently there are approximately more than 24,198 confirmed cases of COVID-19 within San Diego County, more than 400,000 in California, and at least 7,764

**Resolution No. 2020 –  
Page Two**

COVID-19-related deaths in California, and these statistics have been increasing daily since the adoption of the Ordinance; and

**WHEREAS**, as a result of the outbreak and governmental responses, the San Diego region has seen a significant increase in unemployment and job losses; and

**WHEREAS**, the City Council desires to extend the temporary moratorium on residential and commercial evictions due to the uncertainty of the public health projections that require people to remain at home and the significant number of workers who have suddenly lost jobs, along with the instability in housing and the general economic forecasts all due to the impacts of the COVID-19 pandemic.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of National City that Urgency Ordinance 2020-2479, adopted April 7, 2020 is extended through September 30, 2020 from August 31, 2020 and said Urgency Ordinance is amended as follows:

1. **Section 2 (b)**: The phrase “shall become inoperative effective August 31, 2020” is deleted. This phrase is amended with the phrase “shall become inoperative effective September 30, 2020”
2. **Section 3**: The phrase “in accordance with the California Governor Executive Order N-28-20 and N-66-20, and shall remain in effect through August 31, 2020” is deleted and this phrase is amended with the phrase “in accordance with the California Governor Executive Order N-28-20, N-66-20, and N-71-20, and shall remain in effect through September 30, 2020.

**BE IT FURTHER RESOLVED** that except as provided in Sections 2(b) and Section 3, each and every term and provision of the Ordinance dated April 7, 2020 shall remain in full force and effect.

**PASSED and ADOPTED this 4th day of August, 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\) ratifying the City Manager's execution of the Memorandum of Understanding between the City of National City and the San Diego Unified Port District for the city's administration of programs to residents impacted by the fire aboard the USS Bonhomme Richard; 2\) ratifying the City Manager's execution of the Memorandum of Understanding between the City of National City and 211 San Diego for program services; 3\) authorizing the acceptance of \\$200,000 from the Port of San Diego; and 4\) authorizing the establishment of a \\$200,000 General Fund appropriation and corresponding revenue budget for the administration of the programs. \(City Manager\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City 1) ratifying the City Manager's execution of the memorandum of understanding between the City of National City and the San Diego Unified Port District for the city's administration of programs to residents impacted by the fire aboard the USS Bonhomme Richard); 2) ratifying the City Manager's execution of the memorandum of understanding between the City of National City and 211 San Diego for program services; 3) authorizing acceptance of \$200,000 from the Port of San Diego; and 4) authorizing the establishment of a \$200,000 General Fund appropriation and corresponding revenue budget for administration of the programs.

**PREPARED BY:** Tony Winney, Assistant City Manager

**DEPARTMENT:** City Manager's Office

**PHONE:** 619-336-4240

**APPROVED BY:** 

**EXPLANATION:**

Please see attached description in Exhibit 1.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

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

Revenue account 001-09025-3470 (Other Local Grants - USS Bonhomme Richard Fire)  
Expenditure account 001-409-000-650-9025 (USS Bonhomme Richard Fire)

**ENVIRONMENTAL REVIEW:**

Not subject to the California Environmental Quality Act.

**STAFF RECOMMENDATION:**

Adopt the Resolution

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

- |                        |  |
|------------------------|--|
| 1. Project Description | 3. MOU – City of National City and the Port of San Diego |
| 2. Resolution          | 4. MOU – City of National City and 211 San Diego         |

## Project Description

On July 12, the Bonhomme Richard, a Navy amphibious assault ship, caught fire during scheduled repairs at the Naval Base San Diego. Despite intensive efforts, it took until July 16 for firefighters to fully extinguish all fires aboard the vessel. Minor injuries to 63 sailors and civilians were reported. The cause of the blaze is under investigation. During the fire incident, significant smoke was released into the air that affected neighborhoods surrounding the Naval Base, particularly those in the cities of San Diego and National City.

In response, the cities of San Diego and National City partnered with the Port of San Diego to create a temporary, two phase program to provide relief to households most affected by air pollution emitted by the fire in the 91950, 92113, and 92102 ZIP codes (includes National City and San Diego's Barrio Logan, Logan Heights, and Southcrest neighborhoods).

On Tuesday, July 14, 2020, the Port of San Diego Board of Port Commissioners unanimously approved, and allocated \$200,000 for a two-phase program that is being administered through the City of National City. Phase one of the program provided up to 400 households in National City and San Diego up to two nights in a hotel to provide relief from the smoke. Vouchers for the hotel rooms, which were offered on a first come, first served basis, were distributed through 211 San Diego and were good for Wednesday, July 15 and/or Thursday, July 16. Discount hotel room rates were negotiated by the Port of San Diego with each of the hotel operators prior to allocation, and program funds were only authorized for the cost of the hotel rooms, taxes and parking (if applicable). All other hotel costs were paid by the program participants. City staff is currently reconciling charges invoiced from participating hotels.

A second phase of the program will provide the purchase and provision of residential air filtration equipment for residences located in the indicated ZIP codes. Details will be announced with funding remaining from the allocation of the hotel rooms, with the Environmental Health Coalition serving as a program partner to help distribute air filtration equipment to qualifying households.

San Diego 211 will be paid \$5,000 under the MOU for the referral services provided allocating hotel rooms to affected residents. City staff is currently negotiating a separate memorandum of understanding for the administration and associated fees for distribution of the air filtration equipment, in partnership with the City of San Diego.

The attached resolution authorizes City Council to 1) ratify the City Manager's execution of the memorandum of understanding between the City of National City and the San Diego Unified Port District for the city's administration of programs to residents potentially impacted by the fire aboard the USS Bonhomme Richard); 2) ratify the City Manager's execution of the memorandum of understanding between the City of National City and 211 San Diego for program services; 3) authorize acceptance of \$200,000 from the Port of San Diego; and 4) authorize the establishment of a \$200,000 General Fund appropriation and corresponding revenue budget for administration of the programs.



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND  
THE CITY OF NATIONAL CITY

This Memorandum of Understanding ("MOU") is made and entered into as of July 16, 2020, by and between the San Diego Unified Port District ("District"), a public corporation, and the City of National City ("National City"), a public corporation.

Recitals

WHEREAS, on or about July 12, 2020, a fire erupted on the USS Bonhomme Richard at Naval Base San Diego ("Bonhomme Fire"), outside of the jurisdiction of the District or National City; and

WHEREAS, the U.S. Navy has been unable to extinguish the Bonhomme Fire, which continues to release significant amounts of smoke and toxins into the area, which is severely impacting the surrounding neighborhoods; and

WHEREAS, surrounding residents of (1) National City and (2) the City of San Diego ("City of SD") living in close proximity to the Bonhomme Fire area are particularly impacted; and

WHEREAS, while outside of the control and jurisdiction of the District and National City, the parties understand the Bonhomme Fire is negatively impacting residents and desire to provide assistance to those impacted; and

WHEREAS, on July 14, 2020, the Board of Port Commissioners of the District ("BPC") identified the emergency situation occurring as a result of the Bonhomme Fire and took emergency action to authorize the expenditure of two-hundred thousand dollars (\$200,000) ("Allocated District Funds") on services and goods that would provide needed relief to those individuals impacted by the Bonhomme Fire; and

WHEREAS, the BPC directed that the Allocated District Funds be allocated from the District's Maritime Industrial Impact Fund; and

WHEREAS, the BPC identified specific relief items as such as (1) hotel room nights/vouchers and (2) commercially available residential air filtration for impacted residents; and

WHEREAS, the District has negotiated with Intercontinental San Diego and Bartell Hotels for the reservation of hotel rooms for impacted residents on a limited-term basis; and

WHEREAS, a sizable population of City of SD residents reside in close proximity to the Bonhomme Fire, particularly those in the Barrio Logan neighborhood, and the City of SD requested that National City assist/administer the distribution of funds, vouchers, and other relief that may be available pursuant to this MOU.

MOU

NOW, THEREFORE, the parties hereto enter into this MOU and hereby agree as follows:

1. Recitals. The recitals above are incorporated by reference.
2. Term. This MOU shall commence upon the date it is executed by the parties, as identified above (the "Effective Date") and shall continue until the Funds Accounting, as required by Section 4, is completed, and any unused Allocated District Funds transferred to National City are returned to the District, pursuant to Section 5, unless otherwise extended. The parties may mutually agree, in writing, to extend the term of this MOU by no more than thirty (30) days.
3. Funding and Transfer.
  - a. Phase 1. Initially, within one (1) day of execution of this MOU, the District will transfer one-hundred thousand dollars (\$100,000) of the Allocated District Funds to National City to be used exclusively for purposes of assisting residents of the City of SD and National City impacted by the Bonhomme Fire through securing hotel room nights and associated parking for up to a maximum of 800 total hotel room nights (a maximum of 400 room nights per night for two nights, and one room night per household) among the following hotels: (1) Holiday Inn San Diego Bayside, (2) Hilton San Diego Airport/Harbor Island, (3) Best Western Plus Island Palms Hotel & Marina, (4) Humphrey's Half Moon Inn, and (5) Intercontinental San Diego (collectively, the hotel accommodations and parking costs are referred to as the "Hotel Nights"). If the Allocated District Funds are not sufficient to pay for the Hotel Nights, based upon actual or projected citizen participation, the District will allocate additional funds (up to a maximum of \$200,000) provided the Funds Accounting demonstrates that expenditures were made exclusively for Hotel Nights.
  - b. Phase 2. Concurrently, National City and District will work cooperatively to develop a program/plan for the purchase and provision (or reimbursement) of residential air filtration equipment, as may be appropriate, for residences impacted by the Bonhomme Fire ("Air Filter Program") (collectively, the Air Filter Program and Hotel Nights are referred to as the "Essential Services"). The City of SD may also develop such a program. The District and National City agree to work cooperatively to develop a mechanism to transfer Allocated District Funds (to the extent any Allocated District Funds remain after Hotel Night expenses) to National City for purposes of funding any Air Filter Program.
4. Responsibility. National City, after receipt of District Funds from the District, shall be responsible for ensuring that any District Funds allocated are spent exclusively on Essential Services. However, National City may subcontract with a third-party entity for administration of the Allocated District Funds and, as part of such subcontract, may incur

reasonable administration fees ("Reasonable Administration Fees"). Reasonable Administration Fees may be paid for with Allocated District Funds.

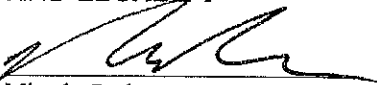
- a. Accounting. National City agrees that, within ninety (90) days following the execution of this MOU and/or concurrent with a request for additional Allocated District Funds, it will provide a detailed accounting of expenditures of District Funds ("Funds Accounting"). The Funds Accounting will include, at a minimum, details related to individual transactions, amounts spent on Essential Services and Reasonable Administration Fees, and the Essential Services procured for impacted residents.
- 5. Unused District Funds. If, after the cessation of the Bonhomme Fire emergency and completion of the Funds Accounting, National City has remaining unused District Funds, National City shall return any such unused funds to the District. Any unused funds shall be returned within fifteen (15) days after the completion of the Funds Accounting.
- 6. This MOU shall be interpreted in accordance with the laws of the State of California.
- 7. All terms, conditions, and provisions of this MOU shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
- 8. This MOU may not be altered or amended unless made in writing and signed by the parties.
- 9. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this MOU effective on the day and year written above.

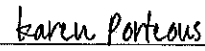
**CITY OF NATIONAL CITY**

  
 \_\_\_\_\_  
 Brad Raulston, City Manager


APPROVED AS TO FORM AND LEGALITY

  
 \_\_\_\_\_  
 Nicole Pedone  
 Senior Assistant City Attorney

**SAN DIEGO UNIFIED PORT DISTRICT**

  
 \_\_\_\_\_  
 Karen Porteous  
 \_\_\_\_\_  
 VP Administration

APPROVED AS TO FORM AND LEGALITY

  
 \_\_\_\_\_  
 Deputy General Counsel

**Certificate Of Completion**

Envelope Id: C5106FD243F2427FBBC52A413D5A20DD  
Subject: National City Memorandum of Understanding  
Source Envelope:  
Document Pages: 3  
Certificate Pages: 5  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Stella Karl-Ruiz  
3165 Pacific Highway  
San Diego, CA 92101  
skarluiz@portofsandiego.org  
IP Address: 207.215.153.162

**Record Tracking**

Status: Original  
7/16/2020 4:45:47 PM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: Stella Karl-Ruiz  
skarluiz@portofsandiego.org  
Pool: StateLocal  
Pool: San Diego Unified Port District

Location: DocuSign

Location: DocuSign

**Signer Events**

Chris Burt  
cburt@portofsandiego.org  
Security Level: Email, Account Authentication  
(None)

**Signature**

*Chris Burt*

Signature Adoption: Pre-selected Style  
Using IP Address: 68.107.122.162

**Timestamp**

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Viewed: 7/16/2020 4:58:28 PM  
Signed: 7/16/2020 4:58:37 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/16/2020 4:58:28 PM  
ID: 77a40036-0831-4296-9e92-42cdc0180848

Karen Porteous  
kporteous@portofsandiego.org  
VP Administration  
Security Level: Email, Account Authentication  
(None)

*Karen Porteous*

Signature Adoption: Pre-selected Style  
Using IP Address: 75.80.185.170

Sent: 7/16/2020 4:58:39 PM  
Viewed: 7/16/2020 5:21:08 PM  
Signed: 7/16/2020 5:26:32 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/16/2020 5:21:08 PM  
ID: 7fb7c059-8c1f-45d9-9ff7-89e18874b7a8

ODC  
ODCDocuSign@portofsandiego.org  
Security Level: Email, Account Authentication  
(None)

**Completed**

Using IP Address: 207.215.153.162

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Viewed: 7/17/2020 9:57:54 AM  
Signed: 7/17/2020 11:51:56 AM

**Electronic Record and Signature Disclosure:**  
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ID: 2ce25280-e9c3-4a4e-bdb7-699e901f800d

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

Tony Gordon  
agordon@portofsandiego.org  
Director  
Port

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 9/10/2018 9:08:16 AM  
ID: 102a78c3-a078-4d59-ad99-db8c1b14b850

**Status**

**COPIED**

**Timestamp**

Sent: 7/16/2020 4:56:13 PM  
Viewed: 7/16/2020 5:28:56 PM

Kay Kay Weir  
cweir@portofsandiego.org  
Department Administrative Manager-Real  
Estate-Performance & Reporting  
Port of San Diego

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 7/17/2020 11:51:57 AM

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

7/17/2020 11:51:57 AM  
7/17/2020 11:51:57 AM  
7/17/2020 11:51:57 AM  
7/17/2020 11:51:57 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, San Diego Unified Port District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact San Diego Unified Port District:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [rsanagus@portofsandiego.org](mailto:rsanagus@portofsandiego.org)

**To advise San Diego Unified Port District of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [rsanagus@portofsandiego.org](mailto:rsanagus@portofsandiego.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from San Diego Unified Port District**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [rsanagus@portofsandiego.org](mailto:rsanagus@portofsandiego.org) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with San Diego Unified Port District**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [rsanagus@portofsandiego.org](mailto:rsanagus@portofsandiego.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify San Diego Unified Port District as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by San Diego Unified Port District during the course of my relationship with you.





2-1-1 San Diego National City Air Pollution Response – July 2020

2-1-1 San Diego Statement of Work

**Overview**

2-1-1 San Diego will support National City’s response to the air pollution resulting from the 2020 Ship Fire. Activities and pricing detailed below.

**Activities**

2-1-1 San Diego will answer calls from National City residents concerned about air quality and refer them to local services including available lodging.

**Costs**

The costs detailed below include 2-1-1 call center agents who will answer calls, call center management and executive oversight to provide air pollution response to National City residents.

ROLE	COST
Call Center Response	\$ 2,500
Call Center Management	\$ 1,500
Executive Oversight	\$ 1,000
<b>TOTAL</b>	<b>\$ 5,000 *</b>

\*this cost does not include any additional direct costs. Additional direct costs approved by National City will be fully reimbursed by National City no more than thirty (30) days after event.

**Reporting**

2-1-1 San Diego will provide a final report detailing the total number of calls received during the air pollution response.

**Term and Payment**

The term of this contract is one (1) week, July 15, 2020 – July 22, 2020. If the term extends beyond this, 2-1-1 San Diego will develop an extended statement of work.

2-1-1 San Diego will provide an invoice to National City after the event and payment will be due within thirty (30) days of receipt.

Brad Raulston  
City Manager  
National City

*William York*  
William York (Jul 17, 2020 09:50 PDT)

William York  
President & CEO  
2-1-1 San Diego

Angil Morris-Jones  
City Attorney  
National City

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1) RATIFYING THE CITY MANAGER'S EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NATIONAL CITY AND THE SAN DIEGO UNIFIED PORT DISTRICT FOR THE CITY'S ADMINISTRATION OF PROGRAMS TO RESIDENTS IMPACTED BY THE FIRE ABOARD THE USS BONHOMME RICHARD); 2) RATIFYING THE CITY MANAGER'S EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NATIONAL CITY AND 211 SAN DIEGO FOR PROGRAM SERVICES; 3) AUTHORIZING ACCEPTANCE OF \$200,000 FROM THE PORT OF SAN DIEGO; AND 4) AUTHORIZING THE ESTABLISHMENT OF A \$200,000 GENERAL FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR ADMINISTRATION OF THE PROGRAMS**

**WHEREAS**, on July 12, 2020, the Bonhomme Richard, a Navy amphibious assault ship, caught fire during scheduled repairs at the Naval Base San Diego that took until July 16, 2020 for firefighters to fully extinguish all fires aboard the vessel; and

**WHEREAS**, during the fire incident, significant smoke was released into the air that affected neighborhoods surrounding the Naval Base, particularly those in the cities of San Diego and National City; and

**WHEREAS**, the cities of San Diego and National City partnered with the Port of San Diego to create a temporary, two phase program to provide relief to households most affected by air pollution emitted by the fire in the 91950, 92113, and 92102 ZIP codes which includes National City and San Diego's Barrio Logan, Logan Heights, and Southcrest neighborhoods; and

**WHEREAS**, on Tuesday, July 14, 2020, the Port of San Diego Board of Port Commissioners unanimously approved, and allocated \$200,000 for a two-phase program that is being administered through the City of National City; and

**WHEREAS**, Phase one of the program provided up to 400 households in National City and San Diego up to two (2) nights in a hotel to provide relief from the smoke; and

**WHEREAS**, vouchers for the hotel rooms, which were offered on a first come, first served basis, were distributed through 211 San Diego and were good for Wednesday, July 15 and/or Thursday, July 16; and

**WHEREAS**, discount hotel room rates were negotiated by the Port of San Diego with each of the hotel operators prior to allocation, and program funds were only authorized for the cost of the hotel rooms, taxes and parking (if applicable). All other hotel costs were paid by the program participants. City staff is currently reconciling charges invoiced from participating hotels; and

**WHEREAS**, a second phase of the program will provide the purchase and provision of residential air filtration equipment for residences located in the indicated ZIP codes; and

**Resolution No. 2020 –  
Page Two**

**WHEREAS**, details will be announced regarding the remaining funds from the allocation of the hotel rooms, with the Environmental Health Coalition serving as a program partner to help distribute air filtration equipment to qualifying households; and

**WHEREAS**, San Diego 211 will be paid \$5,000 under the Memorandum of Understanding (“MOU”) for the referral of services provided for allocating hotel rooms to the affected residents; and

**WHEREAS**, City staff is currently negotiating a separate MOU for the administration and associated fees for distribution of the air filtration equipment, in partnership with the City of San Diego.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby ratifies the City Manager’s execution of the Memorandum of Understanding between the City of National City and the San Diego Unified Port District for the City’s administration of programs to residents potentially impacted by the fire aboard the USS Bonhomme Richard).

**BE IT FURTHER RESOLVED** that the City Council of the City of National City hereby ratifies the City Manager’s execution of the Memorandum of Understanding between the City of National City and 211 San Diego for program services and authorize the acceptance of \$200,000 from the Port of San Diego.

**BE IT FURTHER RESOLVED** that the City Council of the City of National City hereby authorize the establishment of a \$200,000 General Fund appropriation and corresponding revenue budget for administration of the programs.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Michael Dalla, City Clerk

**APPROVED AS TO FORM:**

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the creation of an Ad Hoc Committee to address disaster response to the USS Bonhomme Richard Fire. \(City Manager\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving the creation of an ad hoc committee to address disaster response to the Bonhomme Richard Fire.

**PREPARED BY:** Tony Winney, Assistant City Manager

**DEPARTMENT:** City Manager's Office

**PHONE:** 619-336-4240

**APPROVED BY:** 

**EXPLANATION:**

Please see attached Exhibit 1 for a detailed explanation of the topic.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

**ENVIRONMENTAL REVIEW:**

Not subject to the California Environmental Quality Act.

**STAFF RECOMMENDATION:**

Adopt the Resolution

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Bonhomme Richard Fire Ad Hoc Committee Detail
2. Resolution

## USS Bonhomme Richard Naval Fire – Ad Hoc Committee Detail

On July 12, 2020 the USS Bonhomme Richard, a Navy amphibious assault ship, caught fire during scheduled repairs at the Naval Base San Diego. Despite intensive efforts, it took until July 16 for firefighters to fully extinguish all fires aboard the vessel. Minor injuries to 63 sailors and civilians were reported. The cause of the blaze is under investigation. During the fire incident, significant smoke was released into the air that affected neighborhoods surrounding the Naval Base, particularly those in the cities of San Diego and National City.

The City Council has the authority to create ad hoc committees that function for a short time period of no more than one year, and have limited subject matter authority. Ad hoc committees are limited to two City Councilmembers, and can have private meetings with different individuals as they carry out the goals of the committee without the support of a formal city staff liaison. Pursuant to Government Code §40605, the Mayor has authority to appoint members of ad hoc Committees of the City of National City unless otherwise expressly provided by statute.

Due to the unprecedented nature of the USS Bonhomme Richard fire, the Mayor has requested City Council consider creation of an Ad Hoc Committee to debrief with area officials on protocols and best practices in the South Bay to better respond to future fires and/or other disasters on Port of San Diego or U.S. Naval Base lands that have a detrimental impact to air quality and quality of life for National City residents. The Ad Hoc Committee would report back to the City Council on regular intervals and make recommendations for future improvements to communication and disaster response processes with regional stakeholders as they pertain to the USS Bonhomme Richard naval fire.

## RESOLUTION NO. 2020 -

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE CREATION OF AN AD HOC COMMITTEE TO ADDRESS DISASTER RESPONSE TO THE BONHOMME RICHARD FIRE

**WHEREAS**, on July 12, 2020, the Bonhomme Richard, a Navy amphibious assault ship, caught fire during scheduled repairs at the Naval Base San Diego that took until July 16, 2020 for firefighters to fully extinguish all fires aboard the vessel; and

**WHEREAS**, during the fire incident, significant smoke was released into the air that affected neighborhoods surrounding the Naval Base, particularly those in the cities of San Diego and National City; and

**WHEREAS**, the City Council has the authority to create Ad Hoc committees that function for a short time period of no more than one (1) year, and have limited subject matter authority; and

**WHEREAS**, Ad Hoc committees are limited to two (2) City Councilmembers, and can have private meetings with different individuals as they carry out the goals of the committee without the support of formal City Staff liaison; and

**WHEREAS**, Pursuant to Government Code §40605, the Mayor has authority to appoint members of ad hoc Committees of the City of National City unless otherwise expressly provided by statute; and

**WHEREAS**, due to the unprecedented nature of the Bonhomme Richard fire, City Staff recommends that the City Council consider the creation of an Ad Hoc Committee to debrief with area officials on protocols and best practices in the South Bay to better respond to future fires and/or other disasters on Port of San Diego or U.S. Naval Base lands that have a detrimental impact to air quality and quality of life for National City residents; and

**WHEREAS**, the Ad Hoc Committee would report back to the City Council on regular intervals and make recommendations for future improvements to communication and disaster response processes with regional stakeholders as they pertain to the Bonhomme Richard naval fire; and

**Resolution No. 2020 –  
Page Two**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the creation of an Ad Hoc committee to address disaster response to the Bonhomme Richard Fire.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Michael Dalla, City Clerk

**APPROVED AS TO FORM:**

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



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City confirming and ratifying an order of the Emergency Services Director relaxing certain regulations related to outdoor use by restaurants, places of worship, and personal services businesses due to the COVID-19 pandemic. \(Planning\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Resolution of the City Council of the City of National City confirming and ratifying an order of the Emergency Services Director relaxing certain regulations related to outdoor use by restaurants, places of worship, and personal services businesses due to the COVID-19 pandemic.

**PREPARED BY:** Martin Reeder, AICP – Principal Planner

**DEPARTMENT:** Community Development

**PHONE:** 619-336-4313

**APPROVED BY:** 

**EXPLANATION:**

As a result of Public Health Orders issued by the Governor of the State of California, as of July 15, 2020, a vast majority of restaurants, places of worship, and personal services businesses in the City of National City were forced to cease all indoor operations for a potentially prolonged period of time. These businesses are important to the physical and mental wellbeing of the residents of National City and surrounding communities, and these closures will result in a significant loss of business for personal service businesses located in the City of National City.

In order to ensure that local businesses survive during this public health emergency, the Emergency Services Director (City Manager) issued an emergency order on July 21, 2020 temporarily relaxing certain regulations to provide important services to local residents, support local businesses, promote economic stability, and to promote a stable business and job market for employers and employees to return to once the local emergency is abated.

Municipal Code section 2.48.060 (A)(6) requires that such rules and regulations must be confirmed at the earliest practicable time by the City Council. Tonight is the first opportunity for confirmations and ratification of the Order.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

**ENVIRONMENTAL REVIEW:**

Not subject to the California Environmental Quality Act.

**STAFF RECOMMENDATION:**

Adopt the Resolution

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Emergency Order
2. Resolution

**AN ORDER OF THE EMERGENCY SERVICES DIRECTOR RELAXING  
CERTAIN REGULATIONS RELATED TO OUTDOOR USE BY  
RESTAURANTS, PLACES OF WORSHIP, AND PERSONAL SERVICES  
BUSINESSES DUE TO THE COVID-19 PANDEMIC**

**The Emergency Services Director does hereby find and order as follows:**

**1. Findings.**

A. On January 31, 2020, the Secretary of the United States Department of Public Health and Human Services declared a public health emergency as a result of the discovery of the novel coronavirus ("COVID-19").

B. On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in the State of California as a direct result of the threat presented by COVID-19.

C. On March 12, 2020 the City of National City's ("City") Emergency Services Director declared a local emergency as a result of the continued spread of COVID-19. The City Council ratified the declaration of local emergency.

D. On March 19, 2020, Governor Newsom issued Executive Order N-33-20. This order required all individuals living in the State of California to stay home or at their place of residence except as needed to maintain the continuity of operations of the federal critical infrastructure sections.

E. On May 4, 2020, Governor Newsom issued Executive Order N-60-20 which allowed non-essential businesses to reopen in phases and in compliance with criteria set by the California Public Health Officer, and based on certain public health criteria being met on a county-by-county basis.

F. On May 27, 2020, places of worship, salons, and barber shops in the City of National City were allowed to reopen for business.

G. On June 12, 2020, restaurants and fitness centers in the City of National City were allowed to reopen for business.

H. On June 19, 2020, spas, nail salons, massage, and tattoo parlors in the City of National City were allowed to reopen for business.

I. On July 13, 2020, the State of California issued a Public Health Order and on July 14, 2020, the County of San Diego County issued a Public Health Order (collectively, "Public Health Orders") that required businesses engaged in personal care services, including nail salons, massage parlors, tattoo parlors, hair salons and barber shop services, gym and fitness services (hereinafter collectively referred to as "personal services businesses"), restaurants, and places of worship to close indoor operations.

J. As a result of the Public Health Orders, as of July 15, 2020, a vast majority of restaurants, places of worship, and personal service businesses in the City of National City will be forced to cease all indoor operations for a potentially prolonged period of time. These businesses are important to the physical and mental wellbeing of the residents of National City and surrounding communities, and these closures will

result in a significant loss of business for personal service businesses located in the City of National City.

K. It is in the public interest to take steps to ensure local businesses survive during this public health emergency, and this Order temporarily relaxes certain regulations to provide important services to local residents, support local businesses, promote economic stability, and to promote a stable business and job market for employers and employees to return to once the local emergency is abated.

L. Adopting this Order is necessary and appropriate to address the immediate threats to the public health, safety, and welfare of residents and local businesses related to the significant economic impacts of the COVID-19 pandemic, to support businesses to be successful in their reopening in compliance with public health criteria, and to support compliance with the Public Health Orders and criteria related to COVID-19 to continue to mitigate the spread of COVID-19 in the City.

## 2. Order Text

Pursuant to the powers granted to the Emergency Services Director pursuant to National City Municipal Code section 2.48.060(A)(6)(a), I hereby order as follows:

**SECTION 1.** Notwithstanding the requirements of National City Municipal Code Chapters 18.22, 18.25, and 18.45, and space permitting, restaurants, places of worship and personal services businesses may temporarily relocate some or all of their existing business operations to an adjacent outdoor area under the following conditions:

### **A. Maximum Outdoor Space Available for Outdoor Business Use.**

Restaurants, places of worship, and personal services businesses may collectively utilize up to twenty-five percent (25%) of the parking lot adjacent to their retail center or building to continue the conduct of their businesses in light of the Public Health Orders. All designated handicapped parking spaces must always remain open and available for use by handicapped drivers. Said businesses are responsible for obtaining any necessary permissions from the landlord of the property and/or the landlord's property management company for the use of adjacent privately-owned outdoor areas, such as landscaped areas or parking lots.

**B. Outdoor Layout Review and Site Inspection.** An Outdoor Layout Review and Site Inspection is required to relocate some or all of a restaurant, places of worship or personal services business to an adjacent privately-owned outdoor area that was not originally permitted for said outdoor use, such as landscaped areas and parking lots, and in adjacent public areas such as sidewalks within the public right-of-way. The Outdoor Layout Review and Site Inspection shall be conducted by a City Fire Inspector who will review and either approve or require modifications to the proposed outdoor layout based on the following criteria:

- i. Outdoor use layout does not create a safety risk and adequate pedestrian and vehicular separation is maintained, including with movable barriers as appropriate where outdoor use will take place in parking lots.

- ii. The outdoor layout must accommodate appropriate vehicle and pedestrian circulation and maintains adequate paths of travel and complies with accessibility requirements of the Americans with Disabilities Act.
- iii. Any canopies, pop-ups, overhead shelters (collectively, "canopies") and the like must comply with fire codes, the Public Health Orders and safety standards set forth by the National Fire Protection Association and must include an affixed manufacturer's label stating the canopies meets NFPA requirements. A State Fire Marshal seal on the canopies or a certificate is needed to prove treatment.
- iv. Any placement or installation of temporary improvements, including but not limited to chairs and tables; pedestrian safety lights; heat lamps, fans, or other temperature control devices; canopies or other overhead shelter; posted signage; and other items that support table service or outdoor dining are subject to all applicable provisions of the California Building Code.
- v. No discharge of any types of solids or liquids, including water, can be made or caused to be made into any storm water drain.

**C. No Fee.** No fee will be charged for conducting an Outdoor Layout Review and Site Inspection.

**D. Occupancy.** Total occupancy of any outdoor space by a restaurant, places of worship or personal services business shall not exceed that business's maximum allowed indoor occupancy limit.

**E. Trash and Debris Removal.** Temporary outdoor use areas, including any adjacent landscaped areas, sidewalks, and parking areas, shall be kept free of trash and debris at all times. Each restaurant, places of worship or personal services business shall ensure the cleanup and removal of any trash and debris at the conclusion of its operation on each and every day of operation.

**F. Other Regulations and Approvals.** Restaurants, places of worship or personal services businesses requesting an Outdoor Layout Review and Site Inspection from the City are responsible for maintaining compliance with Municipal Code and all other applicable regulations, in general and for their industry, and obtaining any approvals required from other agencies, including, but not limited to, the San Diego County Department of Environmental Health, the San Diego County Health and Human Services Agency, the California Board of Barbering and Cosmetology, and the California Department of Consumer Affairs.

**SECTION 2.** Upon the expiration or termination of this Order, the relaxation of regulations related to outdoor use contained herein shall be of no further force and effect. Regulations relating to outdoor use shall revert back to the regulations as written and/or codified in the National City Municipal and Development Code. All improvements used for temporary outdoor use shall be removed immediately

at the expense of the personal services businesses. All outdoor spaces utilized pursuant to this Order shall be returned to the condition they were in just prior to their use for outdoor business purposes.

**SECTION 3. Effective Date.** This Order shall take immediately and shall remain in effect for the duration of the local emergency or until revoked by the Emergency Services Director.

**SECTION 4. Confirmation.** This Order shall be confirmed at the earliest practicable time by the City Council, per Municipal Code section 2.48.060 (A)(6)(a).

**SECTION 5. California Environmental Quality Act.** This action is statutorily exempt under California Environmental Quality Act (CEQA) section 20180(b)(4) (specific actions necessary to prevent or mitigate an emergency) and is categorically exempt from CEQA under CEQA Guidelines 15301 (existing facilities), 15304(e) (minor temporary use of land having negligible or no permanent effects on the environment).

**SECTION 6. Severability.** If any provision of this Order is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct, and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Order.

**IT IS SO ORDERED.**

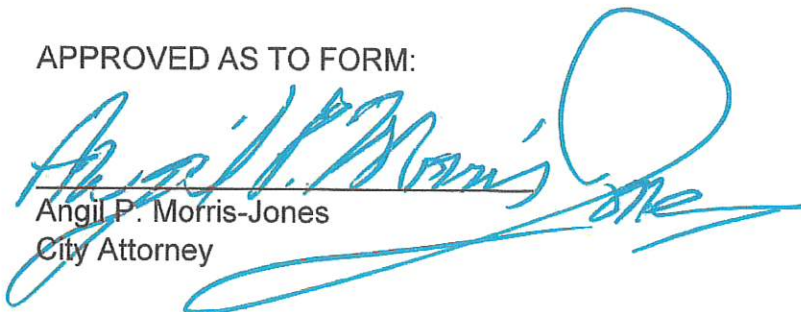
Dated: July 21, 2020

By:   
Brad Raulston  
Emergency Services Director

ATTEST:

  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

  
Angil P. Morris-Jones  
City Attorney

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
CONFIRMING AND RATIFYING AN ORDER OF THE EMERGENCY SERVICES  
DIRECTOR RELAXING CERTAIN REGULATIONS RELATED TO OUTDOOR USE  
BY RESTAURANTS, PLACES OF WORSHIP, AND PERSONAL SERVICES  
BUSINESSES DUE TO THE COVID-19 PANDEMIC**

**WHEREAS**, on January 31, 2020, the Secretary of the United States Department of Public Health and Human Services declared a public health emergency as a result of the discovery of the novel coronavirus ("COVID-19"); and

**WHEREAS**, on March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in the State of California as a direct result of the threat presented by COVID-19.

**WHEREAS**, on March 12, 2020 the City of National City's ("City") Emergency Services Director declared a local emergency as a result of the continued spread of COVID-19 and the City Council ratified the Declaration of Local Emergency; and

**WHEREAS**, on March 19, 2020, Governor Newsom issued Executive Order N-33-20. This order required all individuals living in the State of California to stay home or at their place of residence except as needed to maintain the continuity of operations of the federal critical infrastructure sections; and

**WHEREAS**, on May 4, 2020, Governor Newsom issued Executive Order N-60-20 which allowed non-essential businesses to reopen in phases and in compliance with criteria set by the California Public Health Officer, and based on certain public health criteria being met on a county-by-county basis; and

**WHEREAS**, on May 27, 2020, places of worship, salons, and barber shops in the City of National City were allowed to reopen for business; and

**WHEREAS**, on June 12, 2020, restaurants and fitness centers in the City of National City were allowed to reopen for business; and

**WHEREAS**, on June 19, 2020, spas, nail salons, massage, and tattoo parlors in the City of National City were allowed to reopen for business; and

**WHEREAS**, on July 13, 2020, the State of California issued a Public Health Order and on July 14, 2020, the County of San Diego County issued a Public Health Order (collectively, "Public Health Orders") that required businesses engaged in personal care services, including nail salons, massage parlors, tattoo parlors, hair salons and barber shop services, gym and fitness services (hereinafter collectively referred to as "personal services businesses"), restaurants, and places of worship to close indoor operations; and

**WHEREAS**, on Jul 21, 2020, the Emergency Services Director issued an emergency order temporarily relaxing certain regulations related to outdoor use by restaurants, places of worship, and personal services businesses due to the COVID-19 pandemic; and

**Resolution No. 2020 –  
Page Two**

**WHEREAS**, as a result of the Public Health Orders, as of July 15, 2020, a vast majority of restaurants, places of worship, and personal service businesses in the City of National City will be forced to cease all indoor operations for a potentially prolonged period of time. These businesses are important to the physical and mental wellbeing of the residents of National City and surrounding communities, and these closures will result in a significant loss of business for personal service businesses located in the City of National City; and

**WHEREAS**, it is in the public interest to take steps to ensure local businesses survive during this public health emergency, and this Order temporarily relaxes certain regulations to provide important services to local residents, support local businesses, promote economic stability, and to promote a stable business and job market for employers and employees to return to once the local emergency is abated; and

**WHEREAS**, this Order is necessary and appropriate to address the immediate threats to the public health, safety, and welfare of residents and local businesses related to the significant economic impacts of the COVID-19 pandemic, to support businesses to be successful in their reopening in compliance with public health criteria, and to support compliance with the Public Health Orders and criteria related to COVID-19 to continue to mitigate the spread of COVID-19 in the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of National City that Emergency Order is confirmed and ratified as follows:

**SECTION 1.** Notwithstanding the requirements of National City Municipal Code Chapters 18.22, 18.25, and 18.45, and space permitting, restaurants, places of worship and personal services businesses may temporarily relocate some or all of their existing business operations to an adjacent outdoor area under the following conditions:

**A. Maximum Outdoor Space Available for Outdoor Business Use.**

Restaurants, places of worship, and personal services businesses may collectively utilize up to twenty-five percent (25%) of the parking lot adjacent to their retail center or building to continue the conduct of their businesses in light of the Public Health Orders. All designated handicapped parking spaces must always remain open and available for use by handicapped drivers. Said businesses are responsible for obtaining any necessary permissions from the landlord of the property and/or the landlord's property management company for the use of adjacent privately-owned outdoor areas, such as landscaped areas or parking lots.

**B. Outdoor Layout Review and Site Inspection.** An Outdoor Layout Review and Site Inspection is required to relocate some or all of a restaurant, places of worship or personal services business to an adjacent privately-owned outdoor area that was not originally permitted for said outdoor use, such as landscaped areas and parking lots, and in adjacent public areas such as sidewalks within the public right-of-way. The Outdoor Layout Review and Site Inspection shall be conducted by a City Fire Inspector who will review and either approve or require modifications to the proposed outdoor layout based on the following criteria:



**Resolution No. 2020 –  
Page Three**

- i. Outdoor use layout does not create a safety risk and adequate pedestrian and vehicular separation is maintained, including with movable barriers as appropriate where outdoor use will take place in parking lots.
- ii. The outdoor layout must accommodate appropriate vehicle and pedestrian circulation and maintains adequate paths of travel and complies with accessibility requirements of the Americans with Disabilities Act.
- iii. Any canopies, pop-ups, overhead shelters (collectively, "canopies") and the like must comply with fire codes, the Public Health Orders and safety standards set forth by the National Fire Protection Association and must include an affixed manufacturer's label stating the canopies meets NFPA requirements. A State Fire Marshal seal on the canopies or a certificate is needed to prove treatment.
- iv. Any placement or installation of temporary improvements, including but not limited to chairs and tables; pedestrian safety lights; heat lamps, fans, or other temperature control devices; canopies or other overhead shelter; posted signage; and other items that support table service or outdoor dining are subject to all applicable provisions of the California Building Code.
- v. No discharge of any types of solids or liquids, including water, can be made or caused to be made into any storm water drain.

**C. No Fee.** No fee will be charged for conducting an Outdoor Layout Review and Site Inspection.

**D. Occupancy.** Total occupancy of any outdoor space by a restaurant, places of worship or personal services business shall not exceed that business's maximum allowed indoor occupancy limit.

**E. Trash and Debris Removal.** Temporary outdoor use areas, including any adjacent landscaped areas, sidewalks, and parking areas, shall be kept free of trash and debris at all times. Each restaurant, places of worship or personal services business shall ensure the cleanup and removal of any trash and debris at the conclusion of its operation on each and every day of operation.

**F. Other Regulations and Approvals.** Restaurants, places of worship or personal services businesses requesting an Outdoor Layout Review and Site Inspection from the City are responsible for maintaining compliance with Municipal Code and all other applicable regulations, in general and for their industry, and obtaining any approvals required from other agencies, including, but not limited to, the San Diego County Department of Environmental Health, the San Diego County Health and Human Services Agency, the California Board of Barbering and Cosmetology, and the California Department of Consumer Affairs.

**Resolution No. 2020 –  
Page Four**

**SECTION 2.** Upon the expiration or termination of this Order, the relaxation of regulations related to outdoor use contained herein shall be of no further force and effect. Regulations relating to outdoor use shall revert back to the regulations as written and/or codified in the National City Municipal and Development Code. All improvements used for temporary outdoor use shall be removed immediately at the expense of the personal services businesses. All outdoor spaces utilized pursuant to this Order shall be returned to the condition they were in just prior to their use for outdoor business purposes.

**SECTION 3. Effective Date.** This Order is in effect as of July 21, 2020 and shall remain in effect for the duration of the local emergency.

**SECTION 4. California Environmental Quality Act.** This action is statutorily exempt under California Environmental Quality Act (CEQA) section 20180(b)(4) (specific actions necessary to prevent or mitigate an emergency) and is categorically exempt from CEQA under CEQA Guidelines 15301 (existing facilities), 15304(e) (minor temporary use of land having negligible or no permanent effects on the environment).

**SECTION 5. Severability.** If any provision of this Order is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct, and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Order.

**BE IT FURTHER RESOLVED** that except as provided in Sections 2 and Section 5, this Order shall continue in effect for the duration of the local emergency.

**PASSED and ADOPTED this 4<sup>th</sup> day of August, 2020.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angil Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2021 from 0.67 cent per \\$100 of assessed valuation to 0.59 cent. \(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2021 from 0.67 cent per \$100 of assessed valuation to 0.59 cent.

**PREPARED BY:** Arnold Ocana, Acting Finance Manager

**DEPARTMENT:** Finance

**PHONE:** 619-336-4342

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

**EXPLANATION:**

In the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of general obligation bonds to fund the construction of the new National City Library. In April 2003, the City issued the general obligation bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1<sup>st</sup> of each of the years 2004 through 2028.

In 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego.

Each year, the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For fiscal year 2021, the calculated property tax rate is 0.59 cent per \$100 of assessed value. This is a 10.41% reduction from the prior year rate of 0.67 cent and the 10<sup>th</sup> consecutive tax rate reduction since fiscal year 2011. The total tax rate reduction since fiscal year 2011 is approximately 53.55%.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

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

NA

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Adopt the resolution, reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2021 from 0.67 cent per \$100 of assessed valuation to 0.59 cent.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. General Obligation Bond Tax Rate Computation for fiscal year 2021
2. Resolution

**General Obligation Bond Debt Service (Fund 259)  
Tax Rate Computation for Fiscal Year 2021**

**National City**

**Fund No. 6065-50**

	Rate per \$100	Assessed Valuation	FY20/21 Est. Revenue	PY Rate Change:	
Secured Valuation	0.0059400	4,334,267,643	257,455		10.4072%
Unsecured Valuation	0.0066300	247,774,739	16,427		
			<hr/>		
			273,883		
HO Exemption		28,582,737			
1 Net Secured Valuation		4,334,267,643		11 Amount to be raised	<b>270,779</b>
3 Less Delinquency Allowance		-		12 Unsecured HOPTR	-
4 Net after Delinquency		4,334,267,643		14 Unsecured Delinquency	16,099
5 Plus HOPTR				15 Less Unsecured Redevelopment Impact	-
		28,582,737		16 Amount to be raised by Secured Taxes	254,680
6 Prelim Adj Secured Valuation		4,362,850,380			
7 Less Redevelopment Impact		-			
8 Adj Sec Valuation Less Redevelopment Impact		4,362,850,380			
9 Anticipated Roll Corrections					
10 Adj Sec Val for Rate Computation		4,362,850,380		18a Tax rate times #4	253,121
16 Computed Rate (per \$100)		0.00584000		18b Tax rate times HOPTR	1,669
17 Plus .0001		<b>0.00594000</b>		19 Secured Proof	254,790
				20 Raised by 1/100th mil	4,363
				21,23 Taxes Raised	275,252

I CERTIFY THAT THE ABOVE COMPUTED RATE + 1/100TH MIL IS A REASONABLE TAX RATE FOR THIS FUND

\_\_\_\_\_  
Arnold Ocana  
Acting Finance Manager

7/22/2020

\_\_\_\_\_  
Date

**RESOLUTION NO. 2020 -**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE REDUCTION OF THE PROPERTY TAX RATE FOR THE  
LIBRARY GENERAL OBLIGATION BOND FOR FISCAL YEAR 2021 FROM  
0.67 CENT PER \$100 OF ASSESSED VALUATION TO 0.59 CENT**

**WHEREAS**, in the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Public Library; and

**WHEREAS**, in April, 2003, the City issued the Library General Obligation Bonds in the aggregate principal amount of \$6 million which mature August 1st of each of the years from 2004 through 2028; and

**WHEREAS**, in 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment; and

**WHEREAS**, the amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego; and

**WHEREAS**, each year the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness; and

**WHEREAS**, for Fiscal Year 2021, the calculated property tax rate is 0.59 cent per \$100 of assessed value, which is a 10.41% reduction from prior year rate of 0.67 cent and the 10th consecutive tax rate reduction since Fiscal Year 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby authorizes the reduction of the property tax rate for bonded indebtedness for Fiscal Year 2021 from 0.67 cent per \$100 (0.0067%) of assessed valuation to 0.59 cent per \$100 (0.0059%) of assessed valuation.

**2021 GENERAL OBLIGATION BONDS: 0.59 per \$100 ASSESSED VALUE (0.0059%)**

**PASSED and ADOPTED this 4th day of August, 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 Repealing the June 16, 2020 Adoption of Censure to Legally Bar Councilmember Morrison's Threatened Lawsuit against the City and Thereafter Consider the Readoption of the Censure in its entirety as a separate Agenda Item. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City Repealing the June 16, 2020 Adoption of Censure to Legally Bar Councilmember Morrison's Threatened Lawsuit against the City and Thereafter Consider the Readoption of the Censure in its entirety as a separate Agenda Item.

**PREPARED BY:** Angil P. Morris-Jones

**PHONE:** 619 336-4220

**EXPLANATION:**

Please see attached Staff Report.

**DEPARTMENT:** City Attorney

**APPROVED BY:** 

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

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

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

**ENVIRONMENTAL REVIEW:**

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

**STAFF RECOMMENDATION:**

Adopt a Resolution Repealing the June 16, 2020 Adoption of Censure of Councilmember Ron Morrison.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Staff Report – with Attachment “A” and “B”
2. Resolution – with Exhibit “A”





**CITY ATTORNEY OF NATIONAL CITY  
STAFF REPORT MEMORANDUM**

DATE: August 4, 2020

TO: Mayor and City Councilmembers

FROM: Angil P. Morris-Jones, City Attorney

SUBJECT: Resolution of the City Council of the City of National City Repealing the June 16, 2020 Adoption of Censure to Legally Bar Councilmember Morrison's Threatened Lawsuit against the City and Thereafter Consider the Readoption of the Censure in its entirety as a separate Agenda Item.

---

Sometime in February of this year Councilmember Ron Morrison (hereinafter "Morrison") and I had a meeting in my office wherein the subject of Censure of a Councilmember came up. Morrison, as the longest serving member on the City Council, is my go-to person as it relates to institutional knowledge of the historical practice and procedures of the City. Morrison told me of an instance in which he believed that a Councilmember should be Censured. He informed me that he was one of the members of the City Council who Censured City Councilmember Luis Natividad in 2003. I noted the information and thereafter requested a copy of the Censure memo from the City Clerk for my file. I have been informed that the item did not appear on the agenda. An unsigned copy of the Natividad Censure is attached to this memo as *Attachment "A."*

I inquired of another Councilmember who was on the Council during the Censure as it relates to why the matter was not on the agenda. The member stated that discipline of their own was the City Council's business in that they had the responsibility of holding each of their members to the highest standard of conduct as they serve as role models for the City.

On June 3, 2020, Morrison shared a meme on his social media page that resulted in numerous critical comments from the public at the June 16<sup>th</sup> City Council Meeting. On June 10<sup>th</sup> the Mayor and Morrison had a meeting regarding the meme that was shared. After the meeting, the Mayor inquired about Censure of a Councilmember. I informed her that my understanding was that the historical practice and procedure was that a Councilmember could voice their concerns and disapproval of other member's action during the Council's comment section as they often do. I asked the Mayor what she was considering as the scope of the Censure. The Mayor stated she had not decided anything yet regarding the Censure or what it would consist of if it occurred.

Page 2

August 4, 2020

Mayor and City Councilmembers

Re: Resolution of the City Council of the City of National City Repealing the June 16, 2020 Adoption of Censure to Legally Bar Councilmember Morrison's Threatened Lawsuit against the City and Thereafter Consider the Readoption of the Censure in its entirety as a separate Agenda Item.

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The June 16<sup>th</sup> City Council Meeting was set to be a very long meeting as the Annual Budget was scheduled to be adopted on an agenda that consisted of more than thirty other items. The June meeting was also expected to be lengthy because it was the last meeting before a seven-week break from meetings as the Council was going into a legislative recess for the month of July. In other words, my office was dealing with a lot of day-to-day City matters as well as working during the pandemic and addressing the Black Lives Matter issues.

As you know, after a long meeting, on June 16<sup>th</sup> a majority of the Council voted in favor of a motion by the Mayor to Censure Morrison which included but was not limited to his removal from SANDAG as the City's 3<sup>rd</sup> Alternate Representative.

On July 16, 2020, Morrison served the City Clerk with a demand that the Council cure or correct an alleged violation of the Brown Act within 30 days from the City's receipt of the demand, which is attached to this memo as *Attachment "B."* In the best of times, it is accepted practice by public law attorneys that when one receives such a demand that it is wiser to cure the alleged violation than to fight it, irrespective of whether same agrees that an actual violation has taken place. My advice that we cure the alleged violation is not an admission of wrong doing or a statement that a violation actually occurred; it is just the best action financially in that it saves the City from the expense and attorney time of litigation. The Statute states that such a cure is not an admission of a violation of law. (Government Code § 54960.1 (f)).

As you know, our world, state and country are not in the best of times but rather in the middle of a pandemic. National City is one of two cities in San Diego County with the highest positive test results of COVID-19. Additionally, our City is currently responding to a Navy ship fire that is still causing City residents harm. In short, I am not going to argue whether the Censure was a violation of the Brown Act as alleged by Morrison or not. Addressing the everyday needs of the public that you, as the Council and we as staff, are dealing with during these difficult days is what is important. As your City Attorney, I advise you that it would be a waste of taxpayers' money and City Staff time to fight this matter in a costly litigation when the Council can, by Statute, rescind the Censure and then readopt the Censure as a separate agenda item. The City gains nothing by not curing the alleged violation. However, by rescinding the Censure and agendizing its readoption the City simultaneously bars the threatened litigation by Morrison and avoids an unnecessary expense to taxpayers. Remember that if we didn't cure and the City prevailed in Morrison's lawsuit the City would not recover its litigation costs.

Finally, as the City Attorney I take full responsibility for this matter. I am not stating that there is a Brown Act violation as alleged by Morrison as that is for a court to determine. But this matter is a reminder that I must be ever mindful to check every box and not to allow the reduced staff, extreme workload and working during the pandemic to prevent a recheck and final review.

Based on the foregoing, I advise you to Adopt the Resolution Repealing the June 16<sup>th</sup> Adoption of Censure in order to bar the threatened litigation of Morrison against National City.

ATTACHMENT " A "

TO: Councilman Luis Natividad

DATE: October 8, 2003

FROM: Mayor Nick Inzunza  
Vice-Mayor Frank Parra  
Councilman Ron Morrison  
Councilman Fideles Ungab

SUBJECT: Censure

---

Recently, you acknowledged that on September 10, 2003, you allowed the filming of a video in your City Council office in support of a gubernatorial candidate. You have subsequently acknowledged that you acted inappropriately in allowing this activity to occur in your office.

The purpose of this memorandum is to memorialize the strong disapproval of the Mayor and City Council to your actions. Our constituents rightfully expect that City buildings and offices will be used to conduct the business of City government, and for no other purpose. For any of us to do otherwise casts disrepute upon our colleagues, the City organization, and our community.

You are admonished to refrain in the future from using your office for any purpose other than for the City's business.

---

NICK INZUNZA  
Mayor

---

FRANK PARRA  
Vice-Mayor

---

RON MORRISON  
Councilman

---

Fideles Ungab  
Councilman

ATTACHMENT " B "

July 16, 2020

Mayor Alejandra Sotelo Solis  
City Council Members; Rios, Quintero, Cano  
National City City Council  
City of National City

2020 JUL 16 P 3:40  
CITY OF NATIONAL CITY

Dear City Council,

This letter is to call your attention to what I believe was a substantial violation of a central provision of the Ralph M. Brown Act, one which may jeopardize the finality of the action taken by the National City City Council.

The nature of the violation is as follows: In its meeting of June 16, 2020 the National City City Council took action to adopt a three part Motion of Censure that was presented without notice by the Mayor during Council Comments after the agenzized business items were completed, even after the probability of a Brown Act violation was presented to the City Attorney.

The action taken was not in compliance with the Brown Act because there was no adequate notice to the public on the posted agenda for the meeting that the matter acted upon would be discussed, and there was no finding of fact made by the City Council of National City that urgent action was necessary on a matter unforeseen at the time the agenda was posted.

In the event it appears to you that the conduct of the City Council specified herein did not amount to the taking of action, I call your attention to Section 54952.6, which defines "action taken" for the purposes of the Act expansively, i.e. as "a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance."

As you are aware, the Brown Act creates specific agenda obligations for notifying the public with a "brief description" of each item to be discussed or acted upon, and also creates a legal remedy for illegally taken actions—namely, the judicial invalidation of them upon proper findings of fact and conclusions of law.


Pursuant to that provision (Government Code Section 54960.1), I demand that the City Council cure and correct the illegally taken action as follows to redress the illegality and provide the public the awareness and opportunity to comment of which it was deprived: rescind and invalidate

ATTACHMENT " B "

*the Adoption of a Motion of Censure in its entirety, and then if it is the desire of the City Council the matter can be ajenized at a regular scheduled meeting, accompanied by the full opportunity for informed comment by members of the public at the same meeting, notice of which is properly included on the posted agenda.*

*As provided by Section 54960.1, you have 30 days from the receipt of this demand to either cure or correct the challenged action or inform me of your decision not to do so. If you fail to cure or correct as demanded, such inaction may leave me no recourse but to seek a judicial invalidation of the challenged action pursuant to Section 54960.1, in which case I would also ask the court to order you to pay my seek court costs and reasonable attorney fees in this matter, pursuant to Section 54960.5.*

*Respectfully yours,*

*Rod Morrison*  


*cc City Attorney Angil Morris-Jones*

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
REPEALING THE JUNE 16, 2020 ADOPTION OF CENSURE TO LEGALLY BAR  
COUNCILMEMBER MORRISON’S THREATENED LAWSUIT AGAINST THE CITY  
AND THEREAFTER CONSIDER THE READOPTION OF THE CENSURE IN ITS  
ENTIRETY AS A SEPARATE AGENDA ITEM**

**WHEREAS**, on June 16, 2020, Councilmember Morrison, by majority vote of the City Council was Censured for violating City Council Policy #119, which is the City Council’s “Code of Ethics and Conduct”; and

**WHEREAS**, on July 16, 2020, Councilmember Morrison served the City Clerk with a demand that the Council cure or correct an alleged violation of the Brown Act within 30 days from the City’s receipt of the demand; and

**WHEREAS**, the City Attorney has advised that it is in the best interest of the City to repeal Councilmember Morrison’s Censure in that it prevents the lawsuit that has been threatened and then consider a Readoption of the Censure as a separate Agenda Item.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of National City hereby Repeals the Adoption of Councilmember Ron Morrison’s Censure of June 16, 2020 that is attached hereto as **Exhibit “A”** and is hereby null and void.

**PASSED and ADOPTED this 4th day of August, 2020.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



DATE: June 16, 2020  
TO: Councilmember Ron Morrison  
FROM: Mayor Sotelo-Solis  
Vice Mayor Rios  
Councilmember Quintero  
SUBJECT: Adoption of Censure

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Recently, you acknowledged that on Wednesday June 3rd, you deemed it appropriate to share a picture (meme) saying "Due to Covid, we're gonna need people to riot from home and destroy your own shit."

The Mayor met with you regarding the posting wherein you stated that the message in the meme should be considered a "light-hearted joke" or "with humor to shed humor on a difficult conversation."

The Council and many National City constituents feel strongly about the issue of racial injustice. Accordingly, on June 2nd, all City Council members (including yourself) signed a statement regarding systematic racism. Council Member Morrison, you should have been aware that Tuesday June 2nd, was "Blackout Tuesday 2020". This is an event meant to highlight and bring attention to the tragic death of George Floyd, and other African-Americans, which is part of the Black Lives Matter (BLM) Movement. However, the next day, June 3rd you sent out the meme which was posted on a similar black background with white font, as that of the BLM trademark colors.

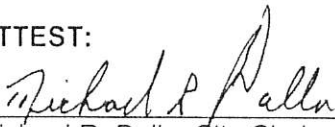
As members of the City Council we take our role very seriously. We believe the public comments presented at the June 16<sup>th</sup> Council Meeting, regardless of the format used, reflected valid public concerns about the inappropriate meme that you shared. Furthermore, the sharing of the meme was a violation of City Council Policy No. 119, which is our Code of Ethics and Conduct.

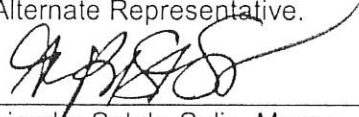
The purpose of this memorandum is to memorialize the **ADOPTION OF A MOTION OF CENSURE** which reflects the strong disapproval of the Council to your conduct of sharing the picture referenced above. Our constituents rightfully expect City Officers to be role models, and as such our conduct must be above reproach and avoid even the appearance of impropriety, bias, disrespect or unequal treatment of any person.

Your conduct was a violation of City Council Policy No. 119, more specifically policy Nos. 2 and 3, entitled respectively as "Conduct and Role Models". In accordance with Section IV entitled "Implementation and Enforcement" of Policy No. 119, **BY MAJORITY VOTE OF THE CITY COUNCIL ON JUNE 16, 2020, YOU WERE:**

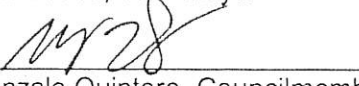
1. Admonished to refrain, in the future, from conduct that bring disrespect and hurt to members of the public.
2. Requested to issue an apology immediately via social media.
3. Removed forthwith from "SANDAG" as National City's 3<sup>rd</sup> Alternate Representative.

ATTEST:

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

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

  
\_\_\_\_\_  
Mona Rios, Vice Mayor

  
\_\_\_\_\_  
Gonzalo Quintero, Councilmember

Office of the City Council  
1243 National City Blvd., National City, CA 91950  
(619) 336-4235 Fax: (619) 336-4239 [www.nationalcityca.gov](http://www.nationalcityca.gov)

EXHIBIT " A "

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City Readopting the Censure of Councilmember Ron Morrison in its entirety for violation of City Council Policy #119, specifically Policy Nos. 2 and 3, entitled respectively as Conduct and Role Models. \(City Attorney\)](#)  
Please scroll down to view the backup material.



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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City Readopting the Censure of Councilmember Ron Morrison in its entirety for violation of City Council Policy #119, specifically Policy Nos. 2 and 3, entitled respectively as "Conduct and Role Models."

**PREPARED BY:** Angil P. Morris-Jones

**DEPARTMENT:** City Attorney

**PHONE:** 619 336-4220

**APPROVED BY:** 

**EXPLANATION:**

Attached is a Resolution Readopting the Censure of Councilmember Ron Morrison for violation of City Council Policy #119, specifically Policy Nos. 2 and 3, entitled respectively as "Conduct and Role Models."

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. 2020 –**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
READOPTING THE CENSURE OF COUNCILMEMBER RON MORRISON IN ITS  
ENTIRETY FOR VIOLATION OF CITY COUNCIL POLICY # 119, SPECIFICALLY  
POLICY NOS. 2 AND 3, ENTITLED RESPECTIVELY AS  
“CONDUCT AND ROLE MODELS”**

**WHEREAS**, Councilmember Ron Morrison acknowledged that on Wednesday, June 3, 2020, he deemed it appropriate to share a picture (meme) saying “Due to Covid, we’re gonna need people to riot from home and destroy your own shit”; and

**WHEREAS**, the Mayor met with Councilmember Morrison regarding the posting wherein he stated that the message in the meme should be considered a “light-hearted joke” or “with humor to shed humor on a difficult conversation”; and

**WHEREAS**, the City Council and many National City constituents feel strongly about the issue of racial injustice; and

**WHEREAS**, on June 2, 2020, all City Council members (including Councilmember Morrison) signed a statement regarding systematic racism; and

**WHEREAS**, public comments presented at the June 16, 2020 City Council Meeting, regardless of the format used, reflected valid public concerns about the inappropriate meme that Councilmember Morrison shared and was a violation of City Council Policy #119, which is our “Code of Ethics and Conduct”; and

**WHEREAS**, the National City community and constituents rightfully expect City Officers to be role models, and as such our conduct must be above reproach and avoid even the appearance of impropriety, bias, disrespect or unequal treatment of any person.

**THEREFORE, BE IT RESOLVED**, that it is the determination of the City Council of the City of National City that Councilmember Morrison’s conduct was in violation of City Council Policy #119, more specifically Policy Nos. 2 and 3, entitled respectively as “Conduct and Role Models” and in accordance with Section IV entitled “Implementation and Enforcement” of Policy #119.

**BE IT FURTHER RESOLVED** that the City Council of the City of National City hereby Readopts the Censure which reflects a strong disapproval from the City Council of Councilmember Morrison’s conduct of sharing the picture referenced above.

///

///

///

**Resolution No. 2020 –  
Page Two**

**BE IT FURTHER RESOLVED** that pursuant to this Censure, Councilmember Morrison is hereby:

1. Admonished to refrain, in the future, from conduct that bring disrespect and hurt to members of the public.
2. Requested to issue an apology immediately via social media.
3. Removed forthwith from “SANDAG” as National City’s 3<sup>rd</sup> Alternate Representative.

**PASSED and ADOPTED this 4th day of August, 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: [Notice of Decision – Planning Commission approval of a Conditional Use Permit \(CUP\) for indoor commercial recreation \(basketball gym\) located at 1840 Wilson Avenue, Suite ‘A’. \(Applicant: Justin Tate\) \(Case File No. 2020-08 CUP\) \(Planning\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for indoor commercial recreation (basketball gym) located at 1840 Wilson Ave. Ste. 'A'. (Applicant: Justin Tate) (Case File No. 2020-08 CUP)

**PREPARED BY:** Chris Stanley – Assistant Planner *C.S.*

**DEPARTMENT:** Community Development

**PHONE:** 619-336-4381

**APPROVED BY:** 

**EXPLANATION:**

The business has applied for a CUP to operate a basketball gym (Dog Hours Athletics) to train youth at a vacant industrial suite located at 1840 Wilson Ave. The proposed hours of operation were 11:00 a.m. to 9:00 p.m. daily, but the Planning Commission voted to expand the hours of operation to 7:00 a.m. to 9:00 p.m. daily. The Planning Commission also voted to omit a condition requiring the doors of the gym to be closed during the hours of operation.

The Planning Commission conducted a public hearing on July 20, 2020. Commissioners asked questions regarding air quality, potential job opportunities, and the hours of operation. The Commission voted to approve the CUP based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

**ENVIRONMENTAL REVIEW:**

The project is categorically exempt as defined in Class 1, Section 15301 Existing Facilities.

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission approved the Conditional Use Permit.  
Ayes: Natividad, DelaPaz, Flores, Yamane, Garcia, Sendt

**ATTACHMENTS:**

- |                                     |                           |
|-------------------------------------|---------------------------|
| 1. Overhead                         | 3. Resolution No. 2020-07 |
| 2. Planning Commission Staff Report | 4. Reduced Plans          |

2020-08 CUP – 1840 Wilson Ave. – Overhead



ATTACHMENT 1



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR COMMERCIAL RECREATION INDOOR (BASKETBALL GYM) TO BE LOCATED AT 1840 WILSON AVENUE

Case File No.: 2020-08 CUP

Location: Northwest corner of Wilson Avenue and West 19<sup>th</sup> Street

Assessor's Parcel Nos.: 559-101-02

Staff report by: Chris Stanley, Assistant Planner

Applicant: Justin Tate

Zoning designation: Limited Commercial (CL)

Adjacent use and zoning:

- North: Residential / Limited Commercial (CL)
- East: Residential and Parking across Wilson Ave. / Mixed-Use Commercial – Residential -1 (MCR-1)
- South: Commercial and Residential / Limited Commercial (CL)
- West: Personal Storage and the Interstate 5 Freeway / Limited Commercial (CL)

Environmental review: Categorical Exemption Class 1, Section 15301 Existing Facilities

Staff recommendation: Approve

### Staff Recommendation

Staff recommends approval of the basketball gym at an existing warehouse located at 1840 Wilson Ave. Commercial Recreation, Indoor is conditionally-allowed in the Limited Commercial (CL) zone. The proposed hours of operation are 11:00 a.m. to 9:00 p.m. daily.

### Executive Summary

The business has applied for a Conditional Use Permit (CUP) to operate a basketball gym at an existing warehouse. While noise can be a concern for gym-like uses, in this case, it is not expected to be an issue due to the proposed hours of 11:00 a.m. to 9:00 p.m. and the mostly non-residential uses in the immediate vicinity (Interstate 5 Freeway and personal storage to the west, commercial to the south, and church parking to the east).

### Site Characteristics

The project location is an existing 2,332 square-foot warehouse located at 1840 Wilson Ave. The suite is 50 feet wide by 43 feet deep. The surrounding uses for the property are single-family residential to the north, church parking and single-family residential to the east across Wilson Ave., commercial and residential to the south, and personal storage and the Interstate 5 Freeway to the west.

### Proposed Use

The proposed basketball gym would include a half court, an office/reception area, restroom, and workout area. The hours of operation would be from 11:00 a.m. to 9:00 p.m. daily. The academy would be a training space for young athletes in the area.

### Specific Plan

The General Plan Land Use Element designates the area in which the property exists as Specific Plan.

The proposed gym use is consistent with the intent of the Specific Plan land use designation described above, as the gyms are a conditionally-permitted use in the Westside Specific Plan.

Additionally, the project is consistent with multiple General Plan policies, as follows:



- **Policy HEJ-3.5:** Raise awareness about the importance of healthy behaviors and physical fitness to overall well-being.

The proposal is consistent with this policy, as the basketball gym provides a location for fitness instruction and classes.

- **Policy LU-5.1:** Support, stimulate, and foster increased activity of existing businesses within the city through the establishment of mixed-use areas that will promote activity during more hours of the day.

The gym's proposed operation hours of 11:00 a.m. to 7:00 p.m. daily will bring some much needed activity to the area. The General Plan designates the use as Specific Plan; the Westside Specific Plan designates the area as commercial. The basketball gym will bring in activity that the surrounding uses do not (personal storage, warehousing, etc.), which will provide more of a neighborhood feeling.

#### Westside Specific Plan

1840 Wilson Ave. is zoned CL in the Westside Specific Plan. The basketball gym is classified as an indoor commercial recreation use that requires a CUP in the CL zone.

Parking Requirement –Unfortunately there is no category for the parking requirement for gym facilities in the Westside Specific Plan; there is however a category for industrial uses. The site is a legal non-conforming structure that was previously used for a welding business and warehousing; both of which are considered industrial uses. Industrial uses require two parking spaces per 1,000 square feet of floor area. At approximately 4,500 square feet of floor area, the site would have required nine parking spaces; six parking spaces are provided at the rear of the parcel. There are two suites within the building, with the basketball gym in the suite facing Wilson Ave. While parking is provided, it is unclear if the parking spaces are for just the rear suite, shared, or for just the front suite. There is also street parking in front of the business for up to three parking spaces (60 feet). While the parking does not meet the required amount, Land Use Code (LUC) Section 18.11.080 states that non-conforming parking facilities shall not require an addition or change in off-street parking facilities unless it is an entertainment or public assembly use, which the basketball gym is not.

The applicant has stated that there will usually be around one to two athletes on-site at a time, with a maximum of four. The applicant works with the athletes individually, so there would not be many athletes at any one time; he expects the athletes to be dropped off. At some point, if the business is popular enough, there is the possibility of school classes or camps, which would be approximately 15 to 20 athletes, but they would also be dropped off. With the athletes being dropped off, there would be no concern for parking.

Noise – Although gyms can be considered noisy, the limited amount of athletes and proposed hours should alleviate any concerns. The neighboring uses are personal storage, parking, and commercial. There is a residence directly north of the subject site, but along with limiting the number of athletes and operation hours, the use would be conducted indoors and must adhere to the noise limitations of the National City Municipal Code. There are two doors facing Wilson Ave., and a roll up door on the south side of the suite, but none facing the residence directly to the north of the parcel. The two front doors do not face a residence, but rather a church parking lot and the south-facing roll-up door faces an industrial building, which should further help alleviate any noise concerns, in addition, a condition has been placed requiring the doors to be shut at all times.

Mailing – All property owners and occupants within a distance of 300 feet are required to be notified of a public hearing for CUP applications, as such, 69 notices were mailed out.

#### Required findings

The Municipal Code contains six required findings for a CUP:

1. The proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the LUC.

Commercial recreation indoor is permitted in the CL zone, subject to a CUP, per Appendix A of the Westside Specific Plan, and the gym complies with all provisions of the LUC as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

The General Plan refers to the Westside Specific Plan, which permits commercial recreation indoor with a CUP.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The proposed gym is located in a commercial zone that allows for such a use. A gym would help to create more of a neighborhood feel more than the previous industrial use. The limited size of the site and proposed one-on-one training assures that the number of people on-site would be limited.

4. The site is physically suitable for the type, density, and intensity in use being proposed, including access, utilities, and the absence of physical constraints.

The site is capable of highly intensive uses and is proposed to be converted to a less intensive use in an existing building located on a property that has suitable access and utilities.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed commercial recreation indoor use would not be injurious or detrimental to the public, as it is located in a commercial zone in and surrounded by uses that primarily operate during the day; the proposed gym would also operate during the day. All training will be conducted indoors to prevent impacts on neighboring uses.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

Staff has determined that the proposed use is categorically exempt from a CEQA environmental review as defined in Categorical Exemption Class 1, Section 15301 Existing Facilities.

Department Comments

The application was routed to the Building Division and Fire Department. The Building Division provided a standard comment that the construction meet current building codes. The Fire Department provided a similar comment, that the project be designed to Fire code.

Conditions of Approval

Conditions have been added to mitigate any potential issues including: prohibiting outdoor training, requiring the doors to be shut at all times to alleviate potential noise issues, and requiring that the suite adhere to the noise limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code.

Summary

The proposed use is consistent with the General Plan and the Westside Specific Plan; a gym is a conditionally-permitted use that would provide a conforming use in a non-conforming building; the building previously housed an industrial use, which would not conform to the current zoning. The gym would help to provide a feeling more consistent with a neighborhood by providing youth with a safe place to be active. Potential issues with parking and noise are mitigated by the fact that the gym would operate no later than 9:00 p.m., is not required to provide additional parking, and would have one-on-one training, limiting the number of athletes in the building at the same time.

Options

1. Approve 2020-08 CUP subject to the conditions listed within, based on the attached findings, or findings to be determined by the Planning Commission; or
2. Deny 2020-08 CUP based on the attached finding or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Recommended Findings
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2020-08 CUP, dated 6/9/2020)
5. Public Hearing Notice (Sent to 69 property owners & occupants)
6. Resolutions



CHRIS STANLEY  
Assistant Planner



ARMANDO VERGARA  
Director of Community Development

## **RECOMMENDED FINDINGS FOR APPROVAL**

2020-08 CUP – 1840 Wilson Ave.

1. The proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the LUC because Indoor Commercial Recreation is permitted in the CL zone, subject to a CUP, per Appendix A of the Westside Specific Plan, and the gym complies with all provisions of the LUC as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan because the General Plan refers to the Westside Specific Plan, which permits commercial recreation indoor with a CUP.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity because the proposed gym is located in a commercial zone that allows for such a use. A gym would help to create a neighborhood feel more than the previous industrial use. The limited size of the site and proposed one-on-one training assures that the number of people on-site would be limited.
4. The site is physically suitable for the type, density, and intensity in use being proposed, including access, utilities, and the absence of physical constraints because the site is capable of highly intensive uses and is proposed to be converted to a less intensive use in an existing building located on a property that has suitable access and utilities.
5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the proposed commercial recreation indoor use would not be injurious or detrimental to the public, as it is located in a commercial zone in and surrounded by uses that primarily operate during the day; the proposed gym would also operate during the day. All training will be conducted indoors to prevent impacts on neighboring uses.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) because staff has determined that the proposed use is categorically exempt from a CEQA environmental review as defined in Categorical Exemption Class 1, Section 15301 Existing Facilities.

## RECOMMENDED CONDITIONS OF APPROVAL

2020-08 CUP – 1840 Wilson Ave.

### General

1. This *Conditional Use Permit* authorizes a basketball gym at 1840 Wilson Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2020-08 CUP, dated 6/9/2020).
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form **within 30 days** of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assignee prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Division.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

### Building

5. Plans submitted for improvements must comply with the current edition of the California Building Codes.

### Fire

6. Project shall be designed to current Fire Codes.

### Planning

7. The gym shall be permitted only between the hours of 11:00 a.m. and 9:00 p.m. daily.
8. All training and gym-related activities must be conducted within the building.
9. Doors to the suite must be closed at all times to mitigate any potential noise impacts.

10. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code.
11. Any tournaments or public events would require a permitted Temporary Use Permit from the Neighborhood Services Division.
12. A business license shall be obtained before the business can operate.
13. Any necessary building permits for construction or demolition work in the suite shall be obtained from the Building Division prior to the work.





COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING  
CONDITIONAL USE PERMIT FOR COMMERCIAL RECREATION INDOOR  
(BASKETBALL GYM) TO BE LOCATED AT 1840 WILSON AVENUE  
CASE FILE NO.: 2020-08 CUP  
APN: 559-101-02

The National City Planning Commission will hold a public hearing at their regular online meeting after the hour of 6:00 p.m. **Monday, July 20, 2020** on the proposed request. The meeting will be LIVE WEBCAST from the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California. (Applicant: Justin Tate)

Due to the precautions taken to combat the spread of coronavirus (COVID-19), City Hall, including the City Council Chambers, are closed to the public. Anyone interested in this public hearing may observe it on the City's website at <http://www.nationalcityca.gov/government/city-clerk/council-webcast>.

This application has been submitted for Planning Commission consideration. The project site is an existing warehouse located in the Westside Specific Plan area. The applicant is proposing to operate a basketball gym in the 2,332 square-foot space. The proposed hours of operation are 11 a.m. to 7 p.m. daily.

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received on or before 12:00 p.m., **July 20, 2020** by the Planning Division, who can be contacted at 619-336-4310 or [planning@nationalcityca.gov](mailto:planning@nationalcityca.gov).

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DIVISION

ARMANDO VERGARA  
Director of Community Development

RESOLUTION NO. 2020-07

A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA  
APPROVING A CONDITIONAL USE PERMIT FOR COMMERCIAL RECREATION  
INDOOR (BASKETBALL GYM) TO BE LOCATED AT  
1840 WILSON AVENUE  
CASE FILE NO. 2020-08 CUP  
APN: 559-101-02

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a basketball gym for the property located at 1840 Wilson Avenue at a duly advertised public hearing held on July 20, 2020, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2020-08 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on July 20, 2020, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the LUC because Indoor Commercial Recreation is permitted in the CL zone, subject to a CUP, per Appendix A of the Westside Specific Plan, and the gym complies with all provisions of the LUC as discussed in the staff report.
2. The proposed use is consistent with the General Plan and any applicable specific plan because the General Plan refers to the Westside Specific Plan, which permits commercial recreation indoor with a CUP.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity because the proposed gym is located in a commercial zone that allows for such a use. A gym would help to create a neighborhood feel more than the previous

industrial use. The limited size of the site and proposed one-on-one training assures that the number of people on-site would be limited.

4. The site is physically suitable for the type, density, and intensity in use being proposed, including access, utilities, and the absence of physical constraints because the site is capable of highly intensive uses and is proposed to be converted to a less intensive use in an existing building located on a property that has suitable access and utilities.
5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the proposed commercial recreation indoor use would not be injurious or detrimental to the public, as it is located in a commercial zone in and surrounded by uses that primarily operate during the day; the proposed gym would also operate during the day. All training will be conducted indoors to prevent impacts on neighboring uses.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) because staff has determined that the proposed use is categorically exempt from a CEQA environmental review as defined in Categorical Exemption Class 1, Section 15301 Existing Facilities.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

#### General

1. This *Conditional Use Permit* authorizes a basketball gym at 1840 Wilson Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibit A, Case File No. 2020-08 CUP, dated 6/9/2020).
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form **within 30 days** of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of

Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assignee prior to recordation.

3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Division.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

#### Building

5. Plans submitted for improvements must comply with the current edition of the California Building Codes.

#### Fire

6. Project shall be designed to current Fire Codes.

#### Planning

7. The gym shall be permitted only between the hours of 7:00 a.m. and 9:00 p.m. daily.
8. All training and gym-related activities must be conducted within the building.
9. All activities shall abide by the limitations contained in Table III of Title 12 (Noise) of the National City Municipal Code.
10. Any tournaments or public events would require a permitted Temporary Use Permit from the Neighborhood Services Division.
11. A business license shall be obtained before the business can operate.
12. Any necessary building permits for construction or demolition work in the suite shall be obtained from the Building Division prior to the work.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to

5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of July 20, 2020, by the following vote:

AYES: Flores, Dela Paz, Sendt, Yamane, Garcia, Natividad

NAYS: None.

ABSENT: None.

ABSTAIN: None.

A handwritten signature in blue ink, appearing to read "Dolores Flores", is written over a horizontal line.

CHAIRPERSON

# DOG HOURS ATHLETICS

1840 WILSON AVE, UNIT A  
NATIONAL CITY, CA 91950

## CONDITIONAL USE PERMIT

CLIENT - DOG HOURS ATHLETICS  
• ARCHITECT - SF JONES ARCHITECTS INC.



**SF Jones**  
ARCHITECTS



DO NOT SCALE DRAWINGS  
CONTRACTOR TO VERIFY  
ALL EXISTING CONDITIONS  
AND DIMENSIONS. NOTIFY  
ARCHITECT OF ANY  
DISCREPANCIES PRIOR TO  
BEGINNING CONSTRUCTION.

**DOG HOURS**  
1840 WILSON AVE, UNIT A  
NATIONAL CITY, CA

<p><b>KEY TO SYMBOLS</b></p> <p>○ — DETAIL NUMBER SHEET NUMBER</p> <p>○ — DRAWING SPECIFIC KEYNOTE</p> <p>○ — WALL ELEV./SECTION NO SHEET NUMBER</p> <p>○ — INTERIOR ELEVATION DETAIL NUMBER SHEET NUMBER (VIEWS) SHOWN</p> <p>○ — COLUMN GRID LINES</p> <p>○ — REVISION REVISION NUMBER AREA OF REVISION</p> <p>○ — PROJ NORTH REFERENCE</p> <p>X — WALL TYPE</p> <p>1 — EXIT SIGN</p> <p>1 — EXIT SIGN WALL-MOUNTED</p> <p>— — INSULATED WALL</p> <p>ROOM NAME ROOM NUMBER</p> <p>100 — DOOR NUMBER</p> <p>XXX — WINDOW NUMBER</p> <p>○ — DATUM POINT</p> <p>○ — DETAIL BUBBLE</p> <p>ASB</p>	<p><b>SEPARATE PERMITS &amp; PLANCHECKS</b></p> <p>- NONE</p> <p><b>BUILDING DATA</b></p> <p>PROJECT ADDRESS: 1840 WILSON AVE, UNIT A NATIONAL CITY, CA 91950</p> <p>ZONING: CL (LIMITED COMMERCIAL)</p> <p>BUILDING AREA (GBA): 2,332 S.F.</p> <p>F.A.R.: 1.1</p> <p>BUILDING HT: 24' - SINGLE STORY</p> <p>CONSTRUCTION TYPE: TYPE V - NON SPRINKLERED</p> <p>APN #: 559-101-02-00</p> <p><b>TENANT INFORMATION</b></p> <p>TENANT NAME: DOG HOURS</p> <p>TENANT SPACE: TENANT SPACE AREA OF REMODEL</p> <table border="1"> <tr> <td>NEW INTERIOR AREA</td> <td>0 S.F.</td> </tr> <tr> <td>TENANT INTERIOR AREA</td> <td>2,332 S.F.</td> </tr> <tr> <td>TOTAL TENANT SPACE AREA</td> <td>2,332 S.F.</td> </tr> </table>	NEW INTERIOR AREA	0 S.F.	TENANT INTERIOR AREA	2,332 S.F.	TOTAL TENANT SPACE AREA	2,332 S.F.	<p><b>PROJECT DESCRIPTION</b></p> <p>THE PROJECT IS TO CONVERT AN EXISTING 2332 COMMERCIAL SPACE INTO A NEW BASKETBALL PRIVATE TRAINING FACILITIES. NO ADDITIONAL FLOOR AREA OR BUILDING AREA. INTERIOR WALL REMOVED AND NEW WOOD FLOOR INSTALLED.</p> <p><b>PROJECT DIRECTORY</b></p> <p>PROJECT LANDLORD / OWNER: WITHOUSKI ENTERPRISES, 3560 W. POINT LOMA BLVD, SUITE H15 SAN DIEGO, CA 92119, TEL: 619-302-0612, E-MAIL: [REDACTED]</p> <p>TENANT: DOG HOURS ATHLETICS, LLC, 1840 WILSON AVE, UNIT A NATIONAL CITY, CA 91950, TEL: 619-305-7617, E-MAIL: [REDACTED]</p> <p>ARCHITECT: SF JONES ARCHITECTS, 4218 GLENCOE AVE., STUDIO TWO MARINA DEL REY, CA 90292, CONTACT SANDRA SAUDASKAITE, TEL: (310) 822-2822 EXT 150, E-MAIL: SFJONES@SFJONES.COM</p>	
NEW INTERIOR AREA	0 S.F.								
TENANT INTERIOR AREA	2,332 S.F.								
TOTAL TENANT SPACE AREA	2,332 S.F.								
<p><b>VICINITY MAP</b></p>	<p><b>DRAWING INDEX</b></p> <table border="1"> <tr> <td rowspan="3">ARCHITECTURAL</td> <td>A-0.0</td> <td>COVER SHEET, BLDG DATA, SYMBOLS &amp; DIRECTORY</td> </tr> <tr> <td>A-1.1</td> <td>SITE PLAN &amp; PROPOSED FLOOR PLAN</td> </tr> <tr> <td>A-1.2</td> <td>RCP &amp; ENLARGED FRAMING PLAN</td> </tr> </table>		ARCHITECTURAL	A-0.0	COVER SHEET, BLDG DATA, SYMBOLS & DIRECTORY	A-1.1	SITE PLAN & PROPOSED FLOOR PLAN	A-1.2	RCP & ENLARGED FRAMING PLAN
ARCHITECTURAL	A-0.0	COVER SHEET, BLDG DATA, SYMBOLS & DIRECTORY							
	A-1.1	SITE PLAN & PROPOSED FLOOR PLAN							
	A-1.2	RCP & ENLARGED FRAMING PLAN							

EXHIBIT: A  
CASE FILE NO.: 2020-08 CUP  
DATE: 6-9-20

Revisions

No.	Date	Description

Sheet Title

**COVER SHEET, BLDG. DATA, SYMBOLS & DIRECTORY**

The design and documents are the property of SF Jones Architects, Inc. and shall remain the property of SF Jones Architects, Inc. and shall not be used for any other project without the written consent of SF Jones Architects, Inc. This drawing is not to be used for any other project without the written consent of SF Jones Architects, Inc.

Project No.	16210
Scale	AS NOTED
Issue Date	6/9/20
Drawn	KXX
Checked	SFJ
Sheet Number	5 of 55

**A-0.0**







The following page(s) contain the backup material for Agenda Item: [Report to City Council on the 24th Street Transit-Oriented Development Overlay \(TODO\). \(Planning\)](#)  
Please scroll down to view the backup material.

Item # \_\_\_\_  
08/04/20

**Report to City Council on the  
24th Street Transit-Oriented Development Overlay (TODO)**

**(Planning)**

**City of National City**  
Workshop #2:  
Draft Recommendations



24<sup>th</sup> STREET TODO

**TRANSIT ORIENTED**  
DEVELOPMENT OVERLAY

# Extended Project Schedule



24<sup>th</sup> STREET TODO

Existing  
Conditions  
Winter 2019/2020

Develop  
Recommendations  
Summer 2020

Refine  
Recommendations  
Fall 2020

Plan  
Development  
Winter 2021

Plan  
Adoption  
Spring 2021

Community  
Outreach  
Winter/Spring 2020

Community  
Outreach  
Summer 2020

Community  
Outreach  
Fall 2020

Community  
Outreach  
Winter/Spring 2021

# Extended Project Schedule



24<sup>th</sup> STREET TODO

Existing  
Conditions  
Winter 2019/2020

Develop  
Recommendations  
Summer 2020

Refine  
Recommendations  
Fall 2020

Plan  
Development  
Winter 2021

Plan  
Adoption  
Spring 2021

Community  
Outreach  
Winter/Spring 2020

Community  
Outreach  
Summer 2020

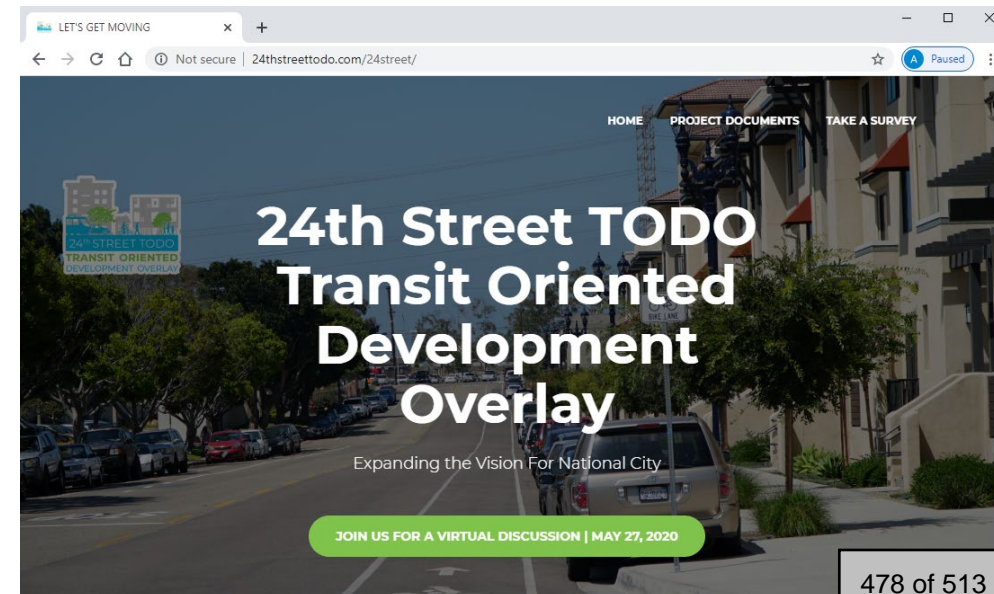
Community  
Outreach  
Fall 2020

Community  
Outreach  
Winter/Spring 2021

# Outreach



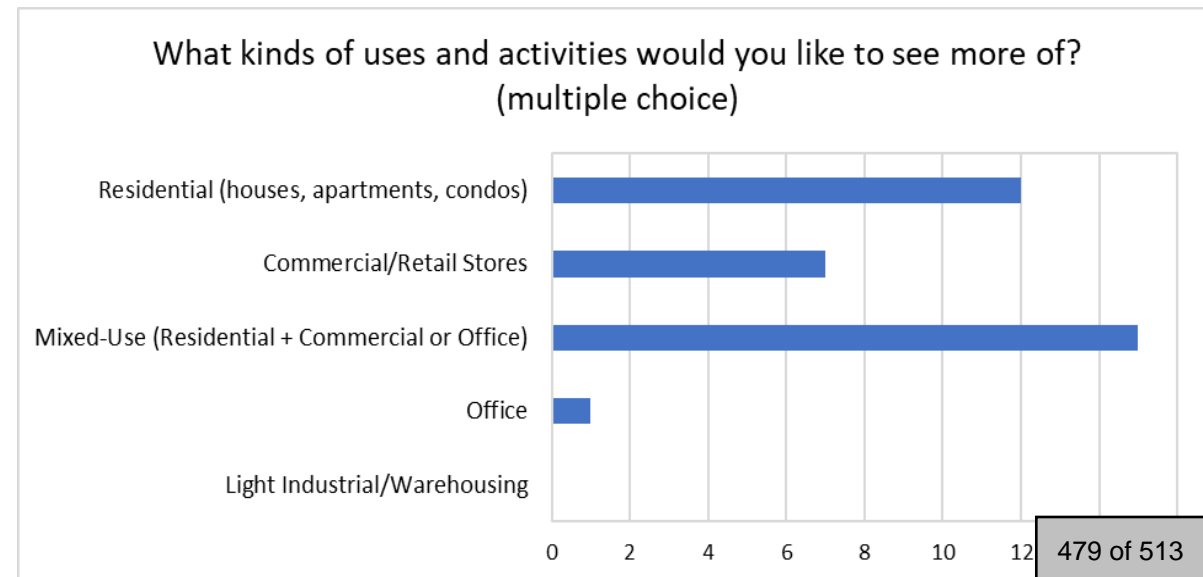
- Project website ([www.24thStreetTODO.com](http://www.24thStreetTODO.com))
- Project fact sheet
- Online survey (77 completed)
- Workshop #1
- Ongoing stakeholder discussions (15 completed)



# Workshop #1



- Discuss land use and mobility opportunities
- Collect input on
  - What land uses are needed
  - Mixed-use opportunities
  - Mobility improvement locations
  - Potential mobility trade-offs



# Stakeholder Discussions



- MTS
- UCSD
- Property owners
- Olivewood Gardens
- EHC
- Paradise Creek Educational Center



# Westside Specific Plan

# Westside Specific Plan

## What has Worked?

- Paradise Creek Restoration and Park
- Affordable Housing – Paradise Creek Apartments
- Two businesses amortized
- Mobility strategies implemented
  - Crosswalks and curb ramps
  - Traffic calming features
  - Pedestrian scale lighting
  - Angled parking



# Westside Specific Plan

## What needs Improvement?

1. Continued Colocation Challenges
2. Disinvestment in Single-Family
3. Lack of Infill Development
4. Need for Affordable Housing
5. Continued Flooding
6. Implementation Challenges



## How does the TODO relate to the Westside Specific Plan?

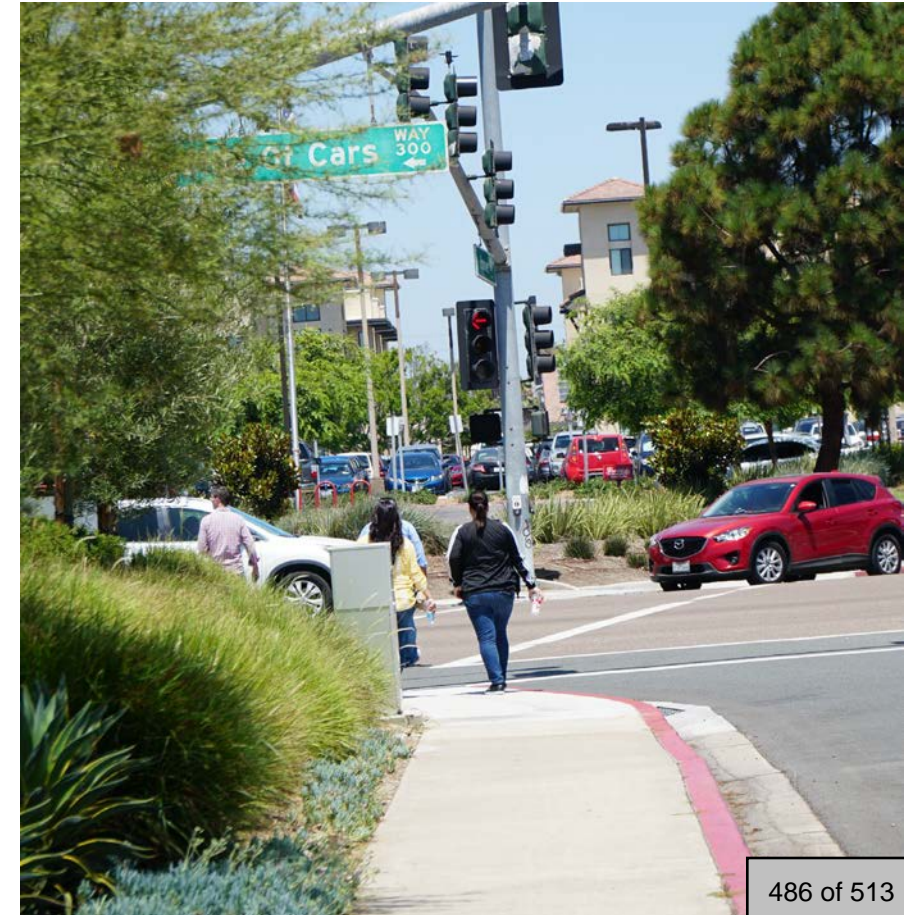
- Overlay – does not replace the Specific Plan
- Expand the study area
- Fine tune zoning and development standards
- Facilitate implementation
- Incorporate new housing and mobility needs

# Mobility & Land Use Recommendations

# Mobility Approach



- Improve access to transit
- Improve pedestrian and bicycle connectivity
- Improve safety of all road users
- Incorporate NEV shuttle route recommendations from other plans



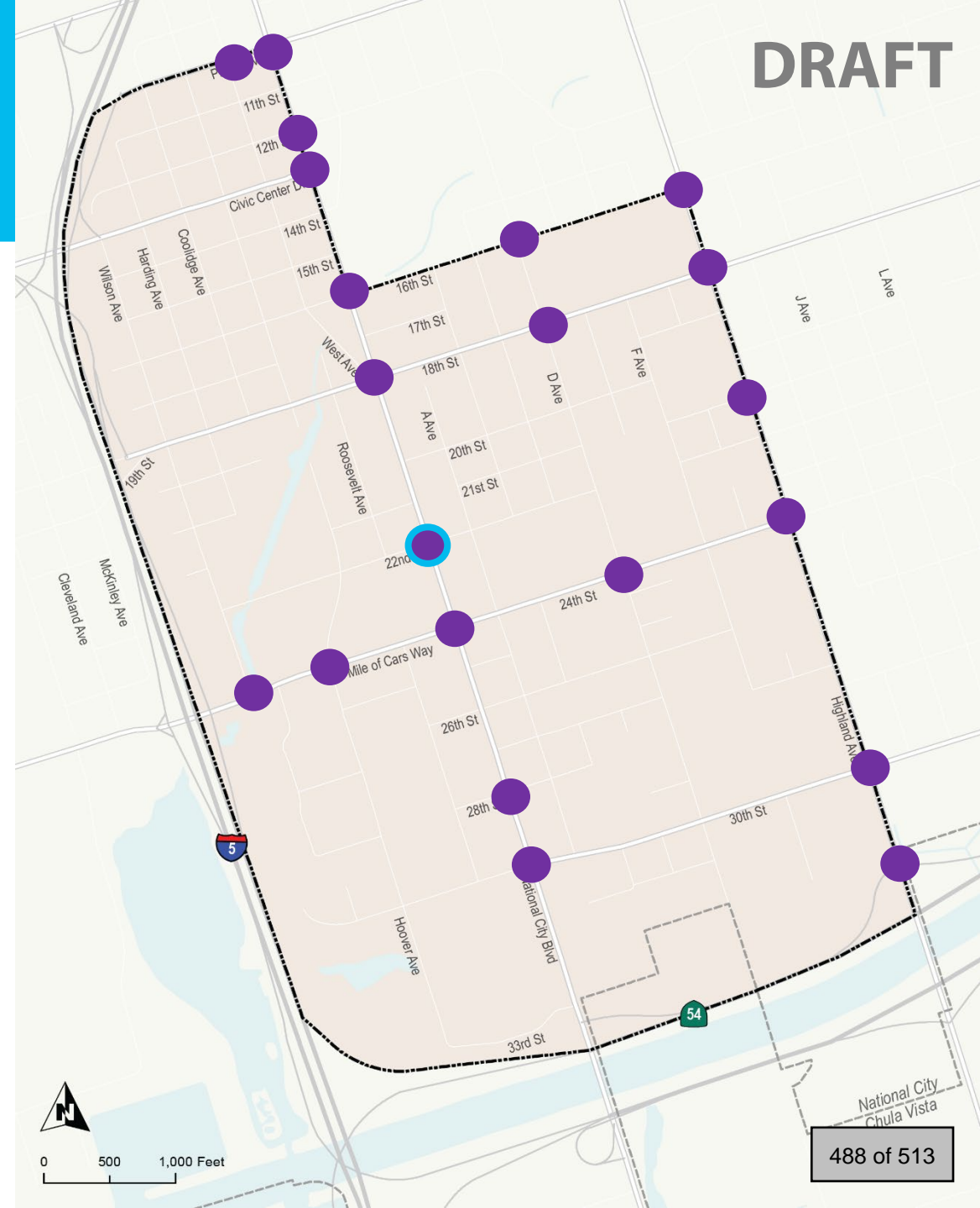
# Proposed Pedestrian Enhancements

- Continue Westside Specific Plan streetscape enhancements
  - 18<sup>th</sup> Street – extend to Highland Avenue
  - 22<sup>nd</sup> Street – extend to National City Blvd
  - D Avenue



# Proposed Pedestrian Enhancements

- Signalized intersections
  - High Visibility Crosswalks
  - Advanced Stop Bars
  - ADA Accessible Curb Ramps
  - Pedestrian Countdown Signal Heads
- New signalized crossing at 22<sup>nd</sup> Street / National City Boulevard





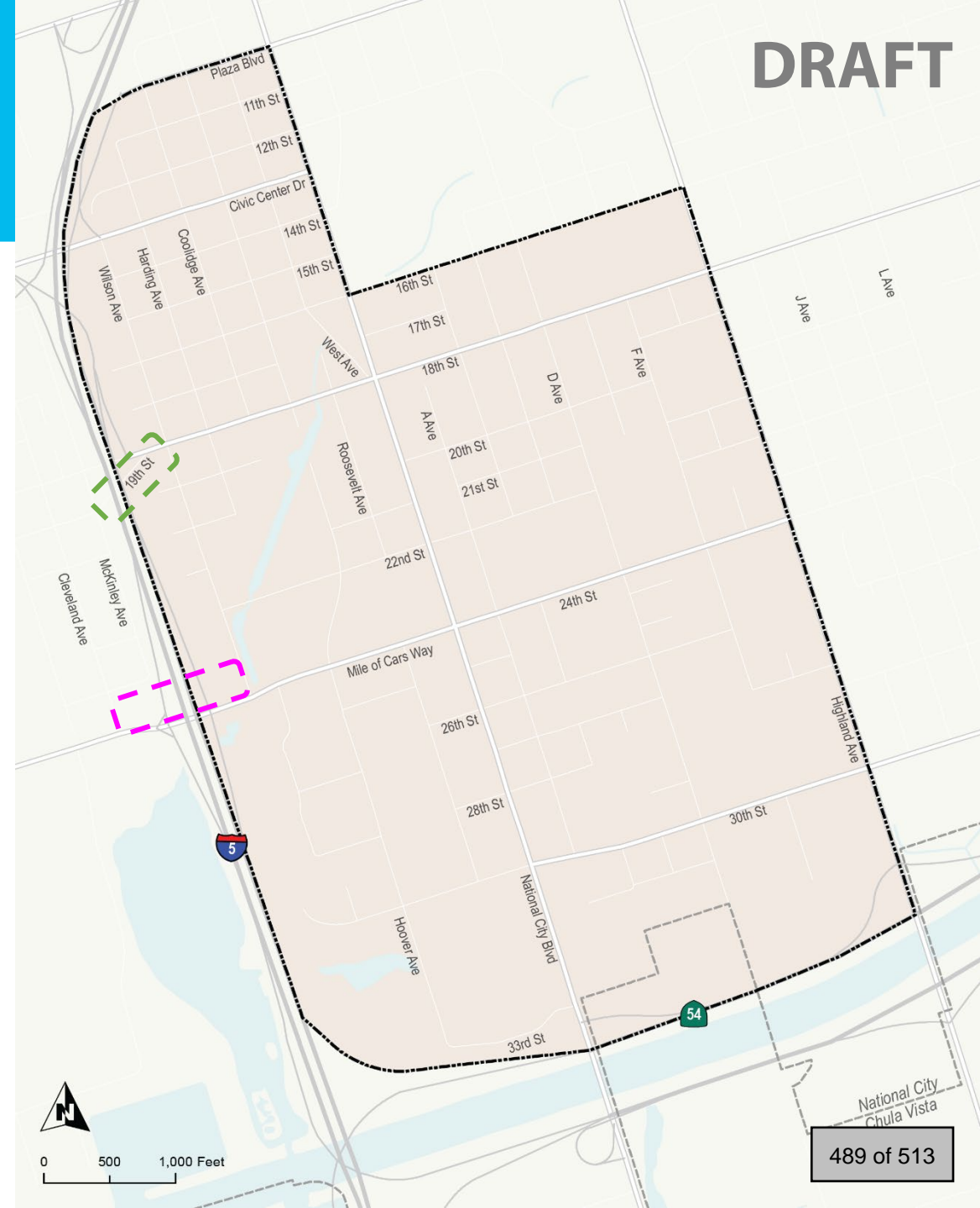


# Proposed Pedestrian Enhancements

DRAFT

## Mobility Improvements

- 19<sup>th</sup> Street Greenway 
- Potential pedestrian bridge over I-5 



# Existing Bicycle Facilities

## Existing Bicycle Facilities

- Class I - Multi-Use Path
- Class II - Bike Lane
- Class III - Bike Route
- Multi-Use Path











DRAFT

- Existing Bicycle Facilities
- Class I - Multi-Use Path
  - Class II - Bike Lane
  - Class III - Bike Route
  - Multi-Use Path













# Proposed Bicycle Facilities

Existing Proposed

-   Class I - Bike Path
-   Class II - Bike Lane
-   Class III - Bike Route
-   Class IV - Cycle Track
-   Multi-Use Path

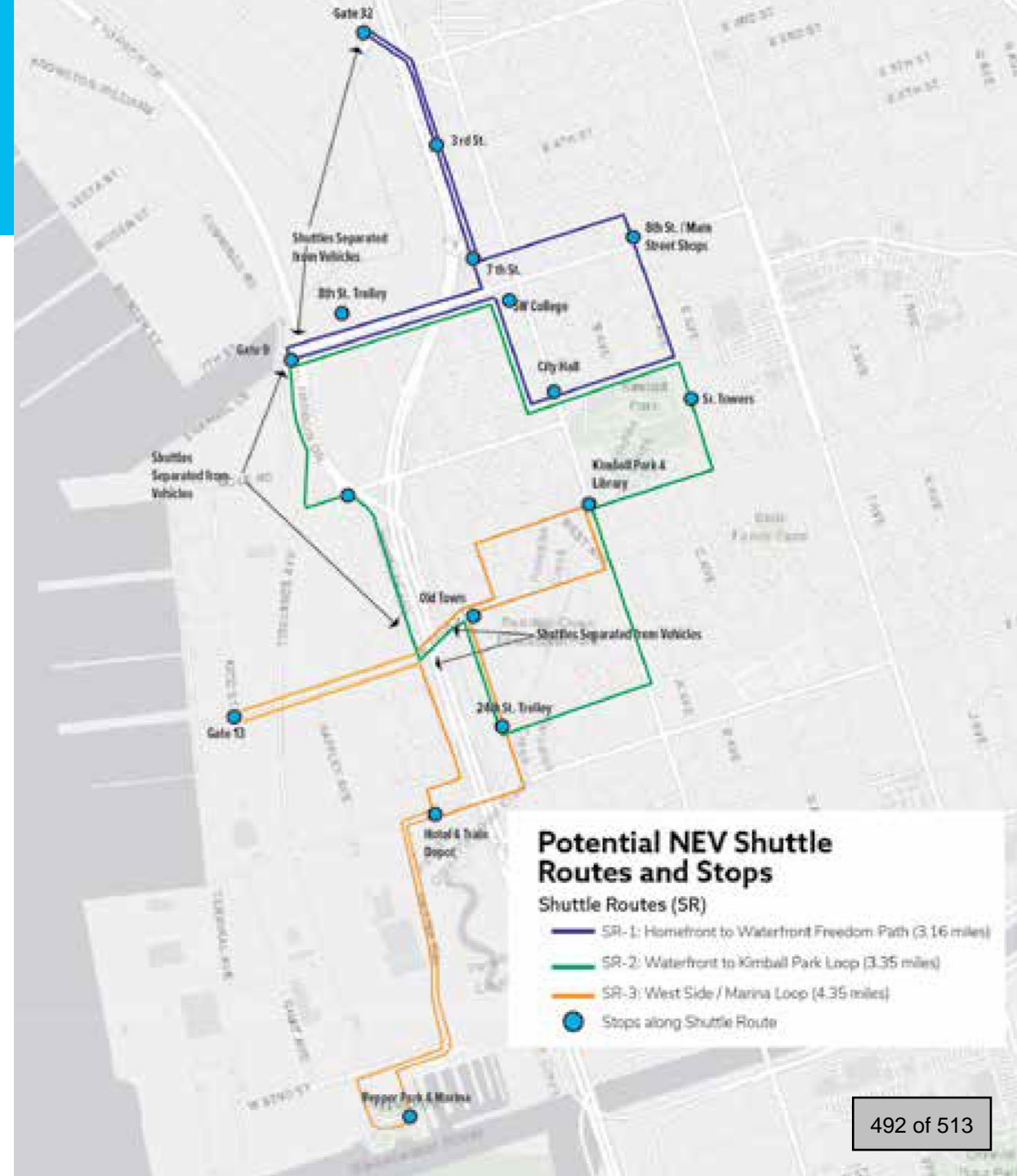
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-   Class I - Bike Path
-   Class II - Bike Lane
-   Class III - Bike Route
-   Class IV - Cycle Track
-   Multi-Use Path



# NEV Shuttle Routes

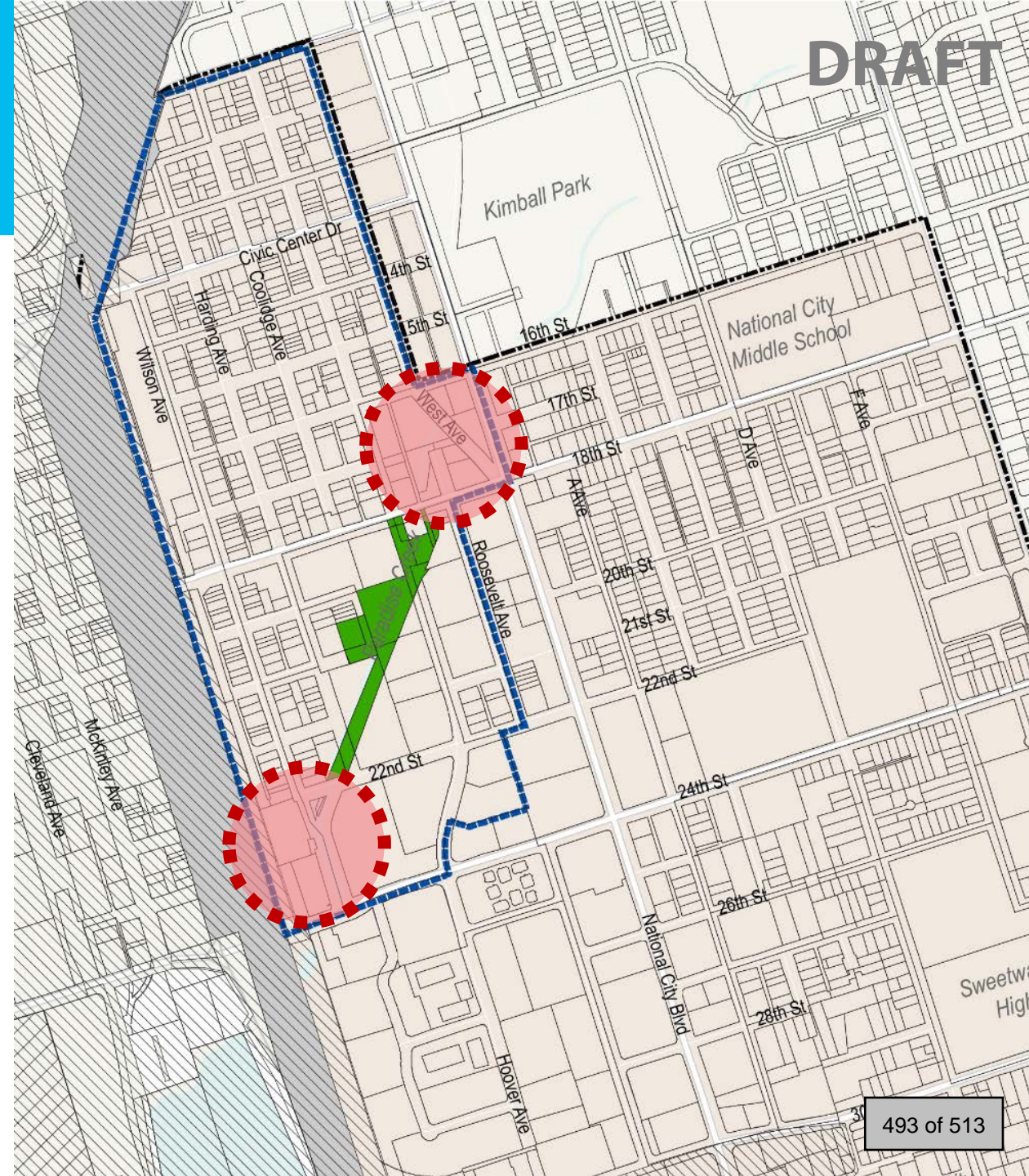
- Supplement bus and trolley
- Connect to destinations:
  - Pepper Park
  - 24th St Trolley Station
  - Downtown
  - Kimball Park
- Consistent with other plans:
  - Homefront to Waterfront
  - INTRACConnect Plan
  - Naval Base San Diego Parking and Traffic Congestion Relief Plan



# Land Use Concept #1

## Reinforce the Westside and the Paradise Creek Open Space Connection with Active Land Uses at each End

- Anchors at Transit Station and West Ave. Block
- Mixed Uses at the Transit Station
- Placemaking at each End of the Creek Park
- Revitalization of the Westside by Opening-up Opportunities to Catalyze Reinvestment in Key Focal Areas of the Neighborhood

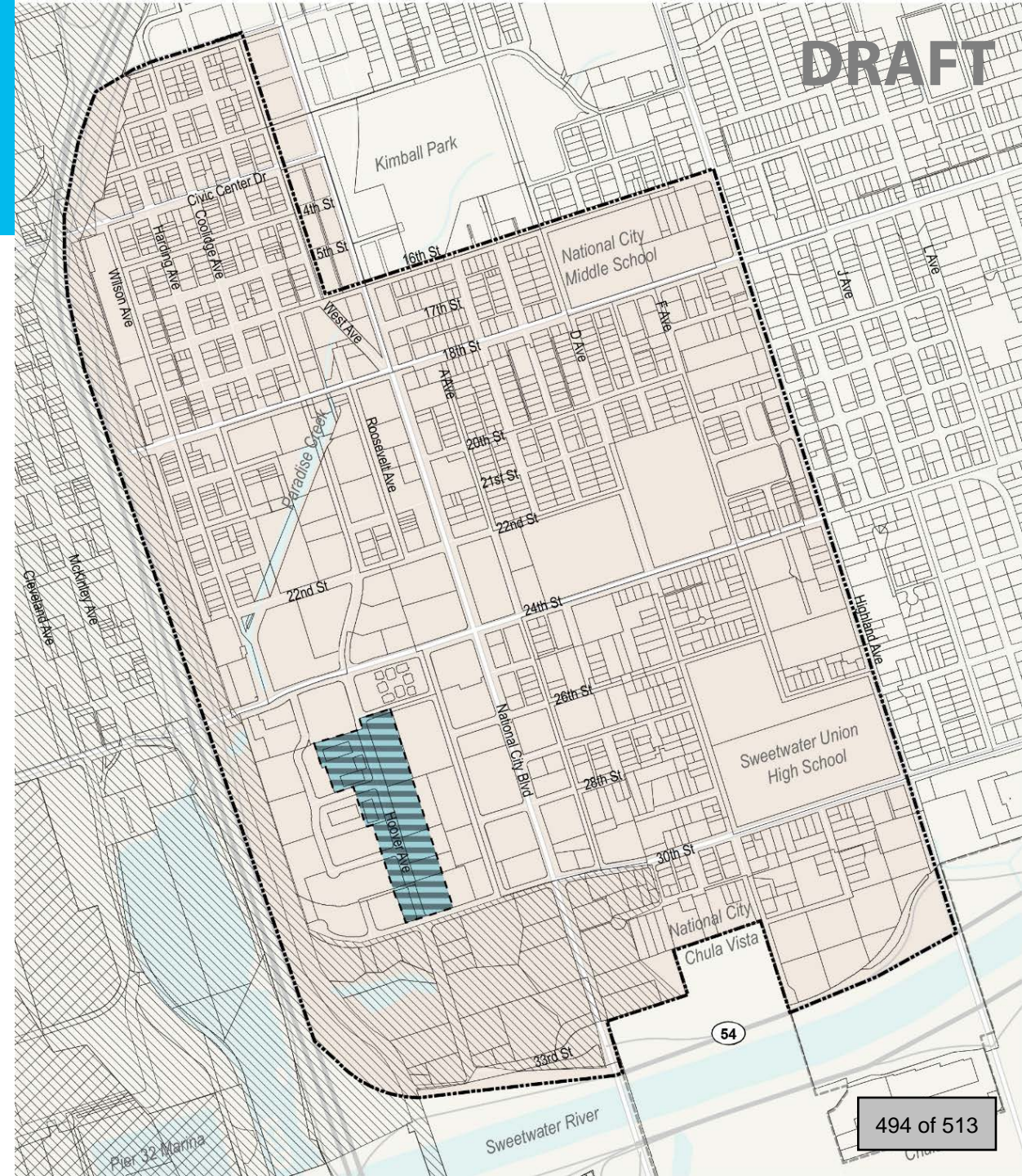
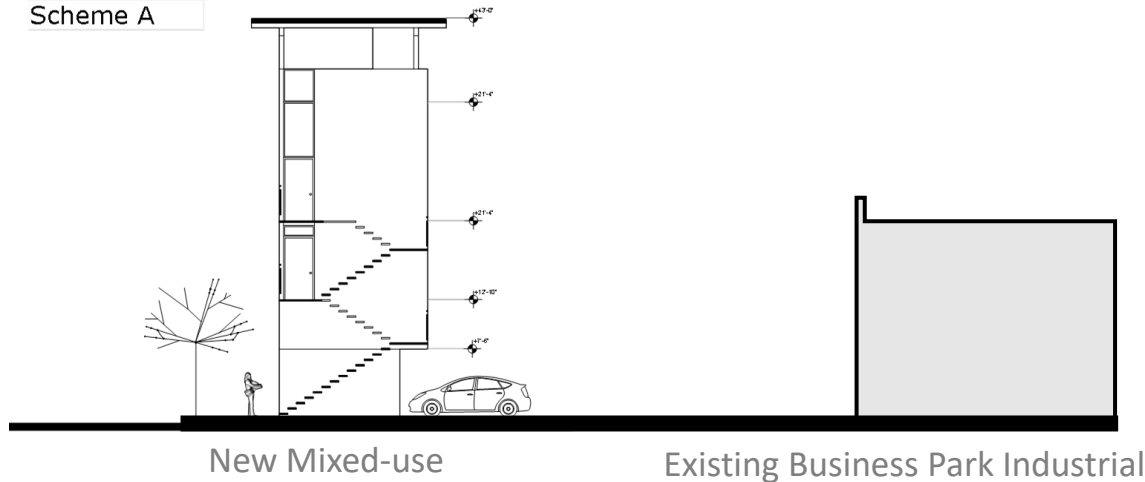


# Land Use Concept #2

## Hoover Ave. Activation

- Couple Mobility Improvements with Land Use for greater frontage activation
- Provide for new affordable housing without displacement of existing business park uses

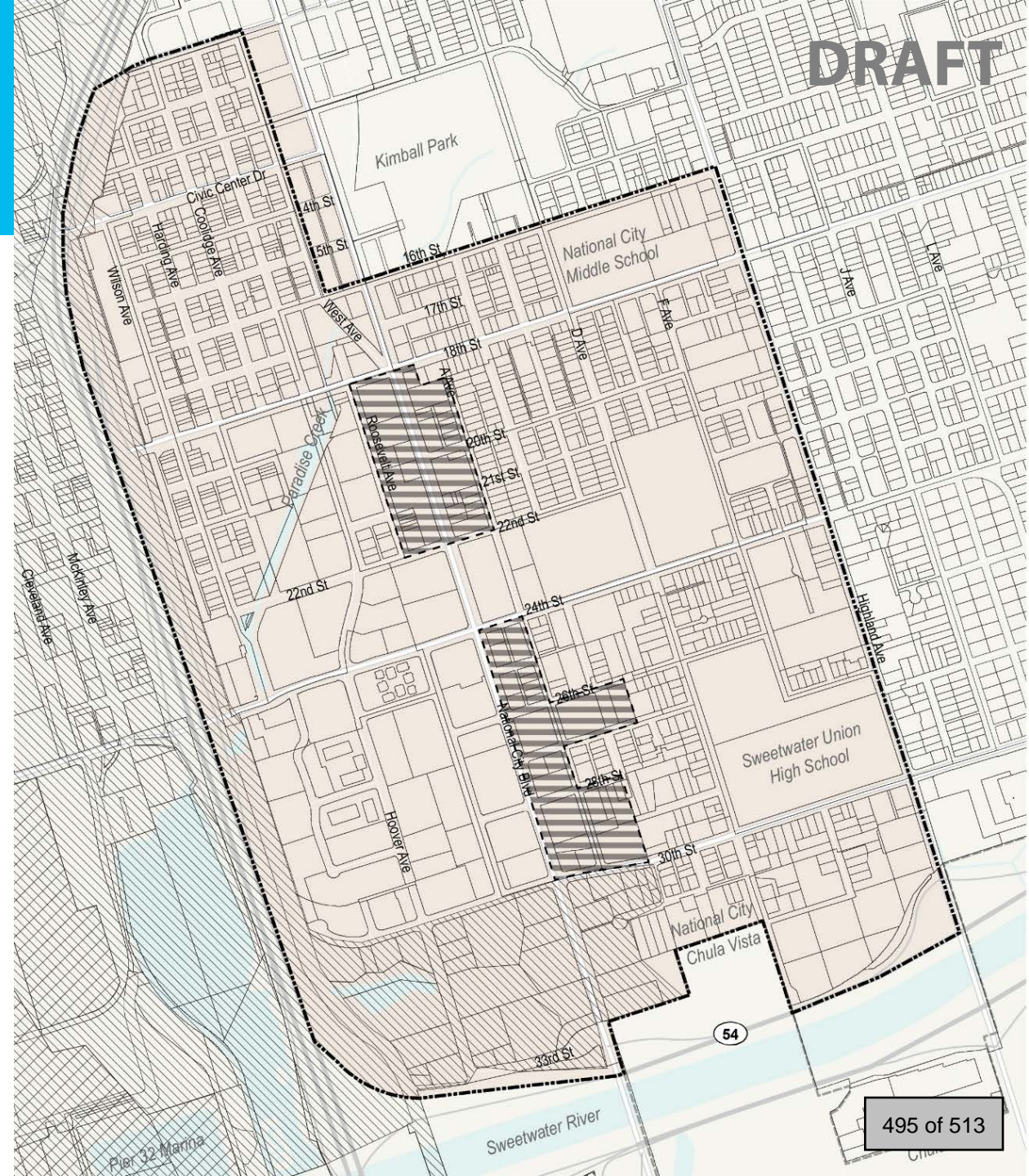
Scheme A



# Land Use Concept #3

## Transition Blocks

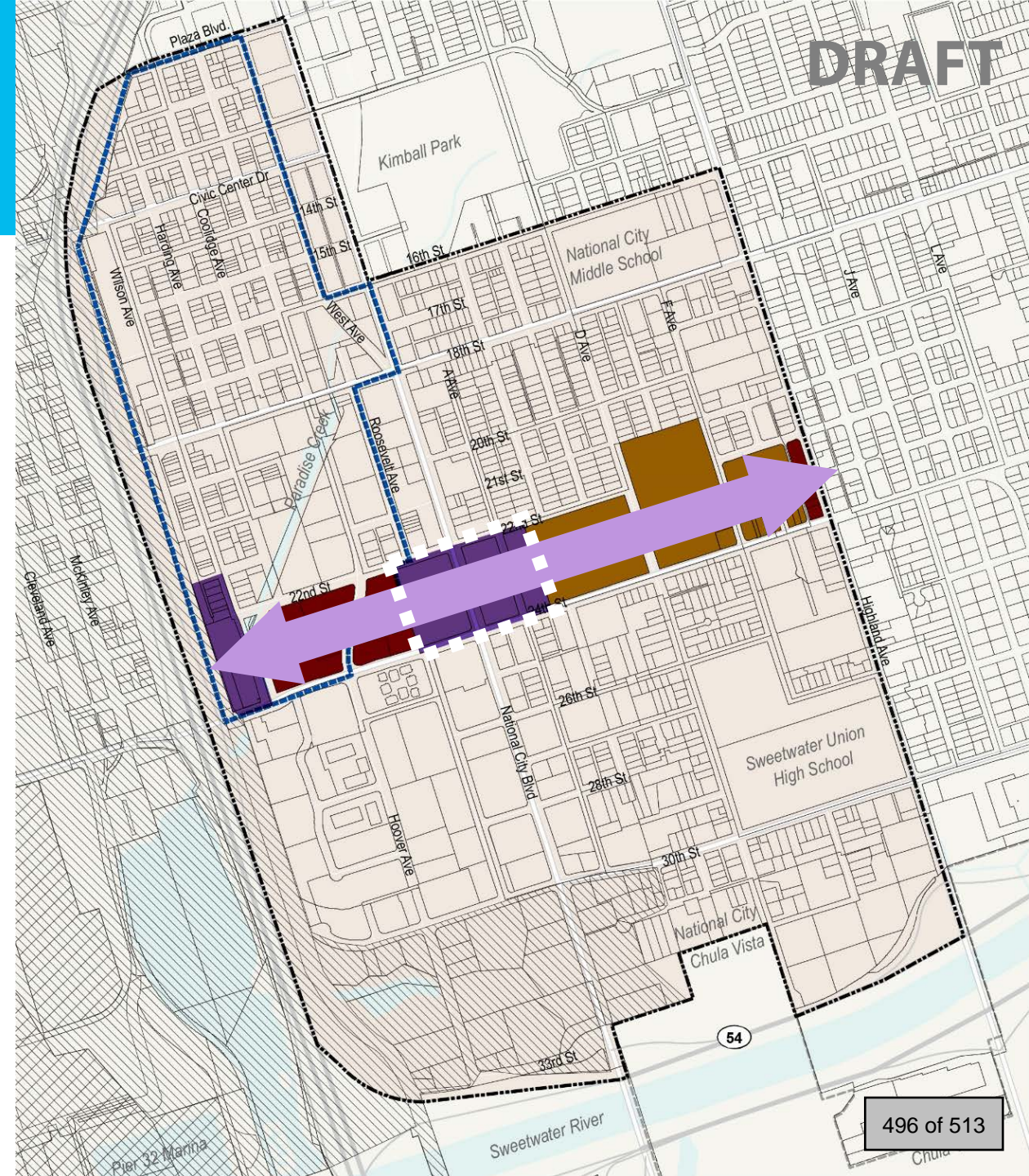
- Build the edge between the Mile of Cars and residential neighborhoods with transition development



# Land Use Concept #4

## Mixed-Use Corridors

- Complete the Mixed-Use Corridor along 22<sup>nd</sup> and 24<sup>th</sup> St. to better connect East to West of TODO





# Land Use Concept #5

## Corner Activation along Highland

- Encourage pedestrian flow from residential neighborhoods to key corners of the Avenue where retail activation may be focused
- 18<sup>th</sup> & Highland / 24<sup>th</sup> & Highland

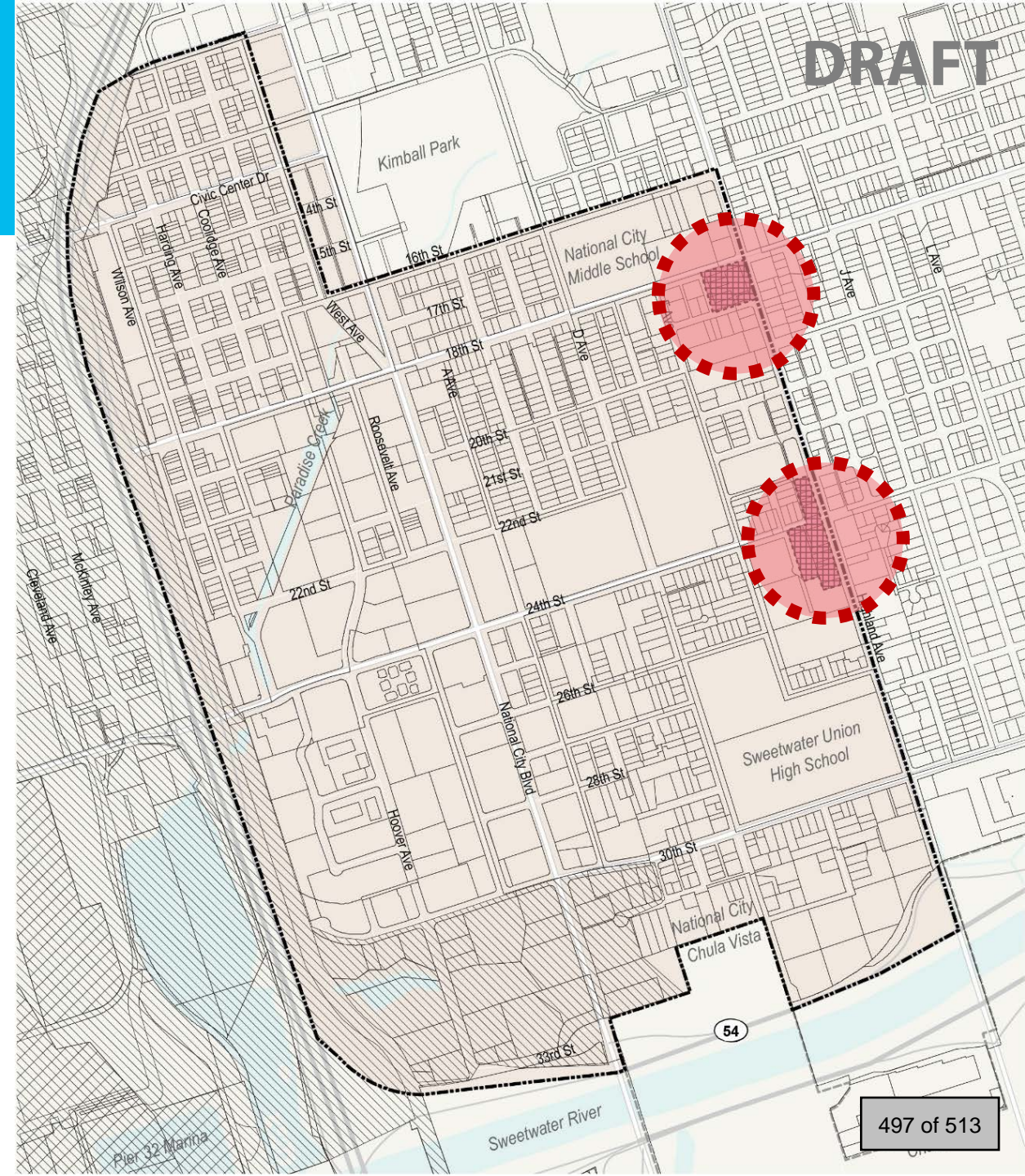


Typical intersection in the project area



Potential built-up intersection with commercial mixed-use that addresses the street corner

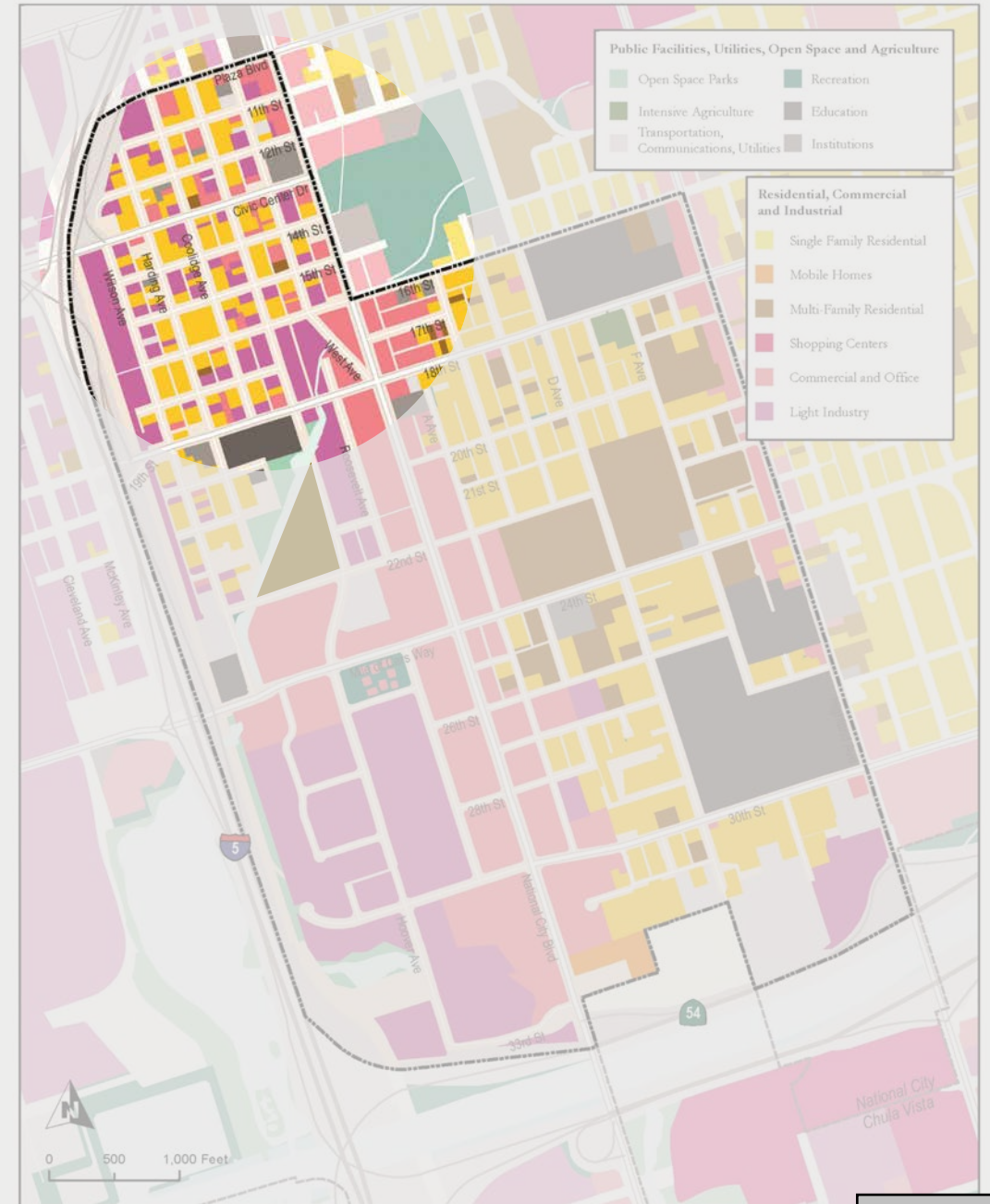
SOURCE: City of San Diego, Euclid and Market Land Use and Mobility Plan



# Land Use Concept #6

## Address Colocation of Industrial with Residential

- Land Use Strategies don't always work
- Adaptive Reuse of Industrial Warehouses
- Transitions
- Building Orientation & Openings
- Buffers, Screening and Setbacks
- Catalyze new development that is more compatible with the neighborhood



24th St Transit Oriented Development Overlay

# Land Use Concept #7

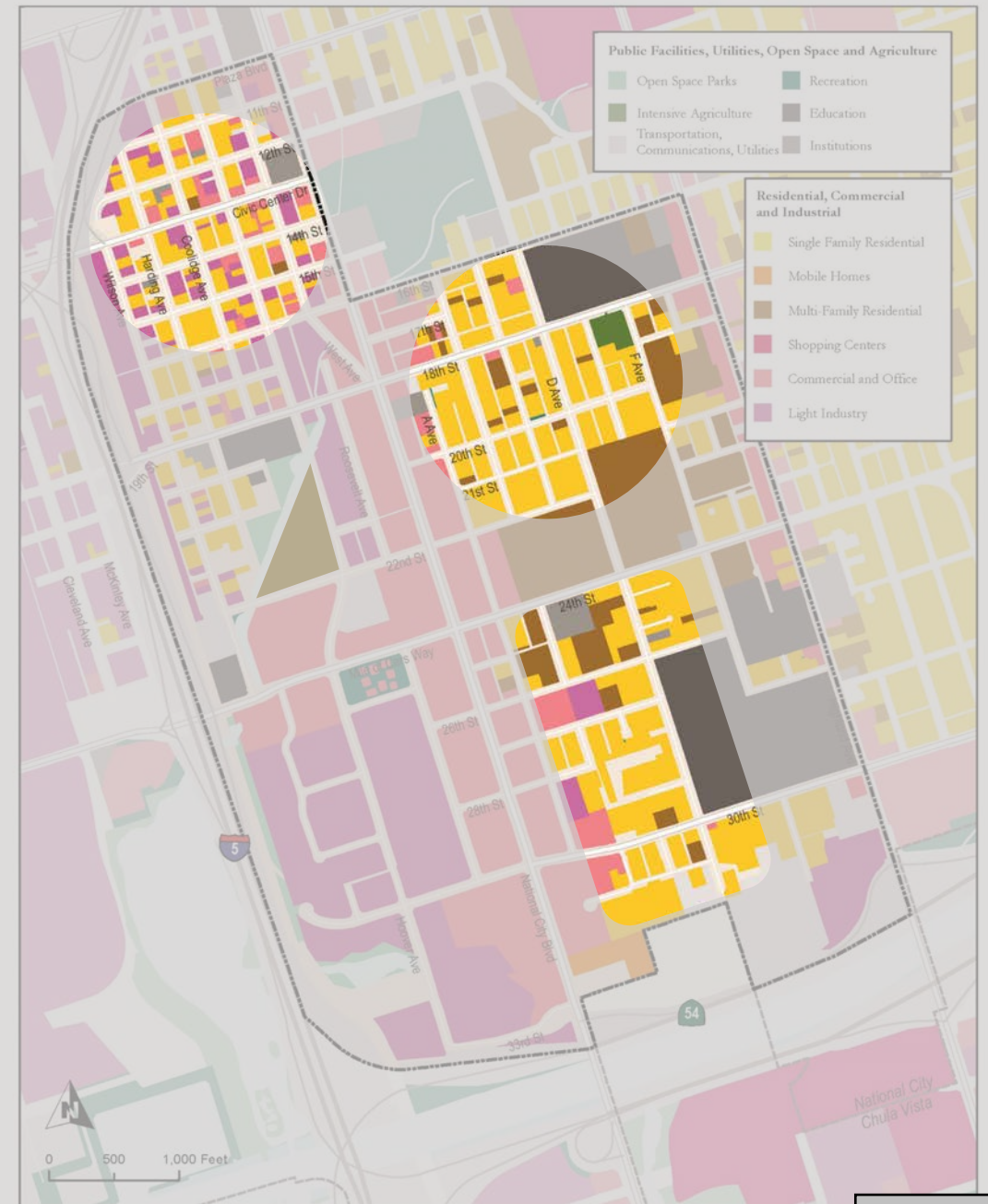
## Right Size RS Zoning for Affordability and Continued Investment

- Min. Lot Size
- Min. Setbacks
- Min. Dwelling Unit Size
- Min. Frontage
- Allowable Uses



ADU

Main House



24th St Transit Oriented Development Overlay

# Environmental Justice Strategies

## Continued Investment in the Small Lot Single Family Neighborhoods

- Right sizing single family zoning to match existing conditions and support affordability and greater choice with small-lots, small units, attached units, multi-generational housing, home occupations and ADU's



## Co-location of Industrial with Residential

- Address Colocation of Industrial and Residential with Key Land Use, Development and Design Strategies including:
  - + Amortization
  - + Adaptive Reuse of Industrial Warehouses
  - + Transitions
  - + Building Orientation & Openings
  - + Buffers, Screening and Setbacks



## Affordable Housing

- Promoting Housing with a genuine desire to address concerns related to Gentrification and Displacement; Multi-Generational Housing; Housing Typologies and Affordable Housing; Targeting the Demographics of National City



# Environmental Justice Strategies



## Access and Choice

- Improve Access and Choice to the following neighborhood resources:
  - + Transit Access and Mobility Choices
  - + Community Resources
  - + Open Space (Common O.S., Parks, Creek, Bay)
  - + Health (Food, Medical, Recreation)
  - + Education and Job Training
  - + Employment





## Activation and Vibrancy

- Activate the area with mixed-uses, placemaking, and infill development at the transit center, node and corridors:
  - + “Ribbon Screen” development as an interim measure
  - + Corner Lots for neighborhood nodes
  - + Placemaking ideas for outdoor living
  - + Transit Center Site as a gateway to the Paradise Creek



## Open Space and Urban Greening

- Spread Open Space opportunities throughout the area
  - + Continued restoration and investment in the Paradise Creek
  - + Strengthened connections to Kimball Park, Pepper Park, Sweetwater River / Marsh and the San Diego Bay
  - + Increased inclusion of open space within private development
  - + A public plaza at the Transit Station/ 22<sup>nd</sup> St and Wilson Ave.
  - + An Urban Greening Plan and streetscape enhancements



# Next Steps

- **Bilingual Survey Online & Paper**  
August
- **Webinar #3: TOD Feasibility Study, Refined Recommendations & Environmental Review Process**  
September/October

The following page(s) contain the backup material for Agenda Item: [Focused General Plan Update web-based public workshops and online survey. \(Housing Authority\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** August 4, 2020

**AGENDA ITEM NO.**

**ITEM TITLE:**

Focused General Plan Update web-based public workshops and online survey.

**PREPARED BY:** Carlos Aguirre, Director

**DEPARTMENT:** Housing Authority

**PHONE:** (619) 336-4391

**APPROVED BY:**



**EXPLANATION:**

The City's General Plan contains land use and development policies that serve as the foundation for all planning decisions. Due to changes since the last update in 2011, the scope of the Focused General Plan Update will concentrate on policy updates; support updates to codes, ordinances, and development standards; and conduct an environmental review.

Due to ongoing public health concerns related to COVID-19, the surveys and workshops will be hosted online and virtually on Zoom. Survey and additional information will be available on the City's website at [www.nationalcityca.gov/FGPU](http://www.nationalcityca.gov/FGPU). A post card will go out to National City residents informing them of the workshops and survey as well. The web-based workshops (webinars) will be hosted on Zoom on the following dates to allow for public input:

August 24, 2020 at 1:00 PM to 2:30 PM

August 27, 2020 at 5:00 PM to 6:30 PM

August 29, 2020 at 9:00 AM to 10:30 AM

**FINANCIAL STATEMENT:**

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

**Finance**

**ACCOUNT NO.**

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

**MIS**

Not applicable.

**ENVIRONMENTAL REVIEW:**

Not applicable.

**ORDINANCE:** INTRODUCTION:

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Not applicable.

**BOARD / COMMISSION RECOMMENDATION:**

Not applicable.

**ATTACHMENTS:**

None.

The following page(s) contain the backup material for Agenda Item: [Police Chief Update](#).  
[\(Police\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
08/04/20

## Police Chief Update

(Police)

The following page(s) contain the backup material for Agenda Item: [City Manager Report.](#)  
[\(City Manager\)](#)

Please scroll down to view the backup material.



Item # \_\_\_\_  
08/04/20

**City Manager Report**

**(City Manager)**