



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, NOVEMBER 17, 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. 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. Regular Meetings of the Elected Body are webcast and archived on the City's website at www.nationalcityca.gov.

PUBLIC COMMENTS: The City Council will receive public comments via e-mail at 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

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. 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.

COMENTARIOS PÚBLICOS: El Concejo Municipal recibirá comentarios públicos por correo electrónico en 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

1. [National City Celebrates 2020 Small Business Saturday.](#)
2. [National City Celebrates National Caregivers Month.](#)

AWARDS AND RECOGNITIONS

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

3. [Introduction of New Employee - Rachelle Barrera, Finance Manager. \(Finance\)](#)
4. [A Reason To Survive \(ARTS\) Update - James Halliday, Executive Director.](#)

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

5. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances 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. \(City Clerk\)](#)
6. [Resolution of the City Council of the City of National City authorizing an increase to the contract with Basile Construction, Inc., in the not-to-exceed amount of \\$215,987.03 for the P-1 Sewer Upsize Project, CIP No. 19-43, to complete the removal and replacement of the sewer main line. \(Engineering/Public Works\)](#)
7. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Jani-King of California, Inc., increasing the not-to-exceed amount by \\$100,000, for a total Agreement amount of \\$250,000, due to the continuous need to provide](#)

- specialized janitorial services to address public health and safety risks associated with the COVID-19 Pandemic. (Engineering/Public Works)
8. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Fourth Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \$200,000, for a total Agreement amount of \$420,412, expanding the scope of work which includes, but is not limited to, all specialized services offered to all City-owned facilities, and extending the term of the Agreement by one year to February 28, 2022, due to the immediate need for continuous services to address the demands of the COVID-19 Pandemic. (Engineering/Public Works)
 9. Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the Mayor to execute an Agreement with Bucknam Infrastructure Group, Inc. for Pavement – Traffic Control Management Program Services, effective December 1, 2020 until November 30, 2021, for an amount not-to-exceed \$99,920.00 by piggybacking onto the City of South Pasadena’s Professional Services Contract. (Engineering/Public Works)
 10. Resolution of the City Council of the City of National City authorizing the removal of 92 feet of angled parking to be replaced with parallel parking on the east side of Highland Avenue, adjacent to 804 Melrose Street to enhance street safety (TSC No. 2020-16). (Engineering/Public Works)
 11. Resolution of the City Council of the City of National City authorizing the installation of “No Truck Parking” signage on the east side of Roosevelt Avenue, between West 8th Street and West Plaza Blvd, to increase parking turnover for customers and employees of the nearby businesses, and to enhance street safety (TSC No. 2020-17). (Engineering/Public Works)
 12. Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 832 East 20th Street (TSC No. 2020-18). (Engineering/Public Works)
 13. National City Sales Tax Update Newsletter – Second Quarter 2020. (Finance)
 14. Warrant Register #12 for the period of 9/16/20 through 9/22/20 in the amount of \$3,457,747.54. (Finance)
 15. Warrant Register #13 for the period of 9/23/20 through 9/29/20 in the amount of \$552,385.88. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

16. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City authorizing an increase of \\$643,113.00 to the Community Development Block Grant \(CDBG\) Fund appropriation and corresponding revenue budget for CARES Act round three CDBG-CV activities and authorizing the submission of the Second Amendment to the 2019-2020 Action Plan that incorporates the funded activities into said Action Plan for acceptance by U.S. Department of Housing and Urban Development \(HUD\). \(Housing Authority\)](#)
17. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City authorizing the execution of an Order of Vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue. \(Applicant: Charles Keltner for Burlington Northern and Santa Fe \(BNSF\) Railway Company\) \(Case File No. 2020-09 SC\) \(Planning\)](#)

NON CONSENT RESOLUTIONS

18. [Resolution of the City Council of the City of National City \(1\) approving an Affordable Housing Density Bonus Agreement with National City Pacific Associates, a California Limited Partnership, restricting the rent and occupancy of twenty six \(26\) units to low income households in exchange for two density bonus concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 131 housing units located at 1105 National City Blvd. in National City; and \(2\) approving a Subordination and Intercreditor Agreement with Citibank, N.A, Wilmington Trust, and Riverside Charitable Corporation subordinating the Deed of Trust securing the performance of said Affordable Housing Density Bonus Agreement. \(Housing Authority\)](#)
19. [Resolution of the City Council of the City of National City authorizing an appropriation in the amount of \\$65,000 to the General Fund City Clerk - Elections Account from the General Fund fund balance for election costs associated with the November 3, 2020 General Municipal Election. \(City Clerk\)](#)

NEW BUSINESS

20. [Notice of Decision – Planning Commission approval of a Coastal Development Permit for the proposed vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue in the Coastal Zone. \(Applicant: Charles Keltner for Burlington Northern and Santa Fe \(BNSF\) Railway Company\) \(Planning\)](#)
21. [City Council Meeting Schedule for January 2021. \(City Clerk\)](#)

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

22. [Community Services Update. \(Community Services\)](#)
23. [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 - December 1, 2020 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National City Celebrates 2020 Small Business Saturday](#).

Please scroll down to view the backup material.

Item # _____
11/17/20

National City Celebrates 2020 Small Business Saturday

PROCLAMATION

FROM THE OFFICE OF THE MAYOR OF NATIONAL CITY

National City celebrates 2020 Small Business Saturday

Whereas, the government of National City, CA celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.9% of all firms with paid employees in the United States, are responsible for 65.1% of net new jobs created from 2000 to 2019; and

Whereas, small businesses employ 47.1% of the employees in the private sector in the United States, 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business, 65% of U.S. small business owners said it would be most helpful to their business to have their “regulars” return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to Shop Small® and support their community; and

Whereas, 96% of consumers who shopped on Small Business Saturday® agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

Whereas, 95% of consumers who shopped on Small Business Saturday reported the day makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season; and

Whereas, National City, CA supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, MAYOR Alejandra Sotelo-Solis, Mayor of National City, CA do hereby proclaim, November 28, 2020, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Alejandra Sotelo-Solis
Mayor

Mona Rios
Vice Mayor

Ron Morrison
Council Member

Gonzalo Quintero
Council Member

Jerry Cano
Council Member



⇌ CALIFORNIA ⇌
NATIONAL CITY

NATIONAL CITY, CALIFORNIA • INCORPORATED 1887

The following page(s) contain the backup material for Agenda Item: [National City Celebrates National Caregivers Month](#).

Please scroll down to view the backup material.

Item # _____
11/17/20

National City Celebrates National Caregivers Month

The following page(s) contain the backup material for Agenda Item: [Introduction of New Employee - Rachelle Barrera, Finance Manager. \(Finance\)](#)

Please scroll down to view the backup material.

Item # ____
11/17/2020

Introduction of New Employee
Rachelle Barrera, Finance Manager

(Finance Department)

The following page(s) contain the backup material for Agenda Item: [A Reason To Survive \(ARTS\) Update - James Halliday, Executive Director](#).
Please scroll down to view the backup material.

Item # ____
11/17/20

A REASON TO SURVIVE (ARTS) UPDATE

(James Halliday, Executive Director)



ARTS

Creativity transforms
Community

Our Mission

ARTS lifts young people to become confident, compassionate, and courageous community builders through the transformative power of creativity.



Financial Impact:

With an annual \$125,000 obligation to the City of National City to meet the terms of our Master Service Agreement, ARTS pursues capital improvement projects, community art and design projects, offers arts-based programs for National City youth, and services and other opportunities families and residents

\$130,000+

ARTS @ Home, Community ARTS programs & projects

\$150,000

ARTS Center: Music Room Remodel

\$626,245

Total Impact Value

+38%

Increase between 2019 (\$453,030) and 2020

Community Impact:

Faced with all the challenges of COVID this year, ARTS managed to deepen and expand the reach of our programs / services to National City -- through virtual classes, improvements to the ARTS Center, Community ARTS projects, and enriching opportunities for youth and families through the community.

200+

Youth participants in ARTS @
Home programs

24

High School Internships (SUHI)

1

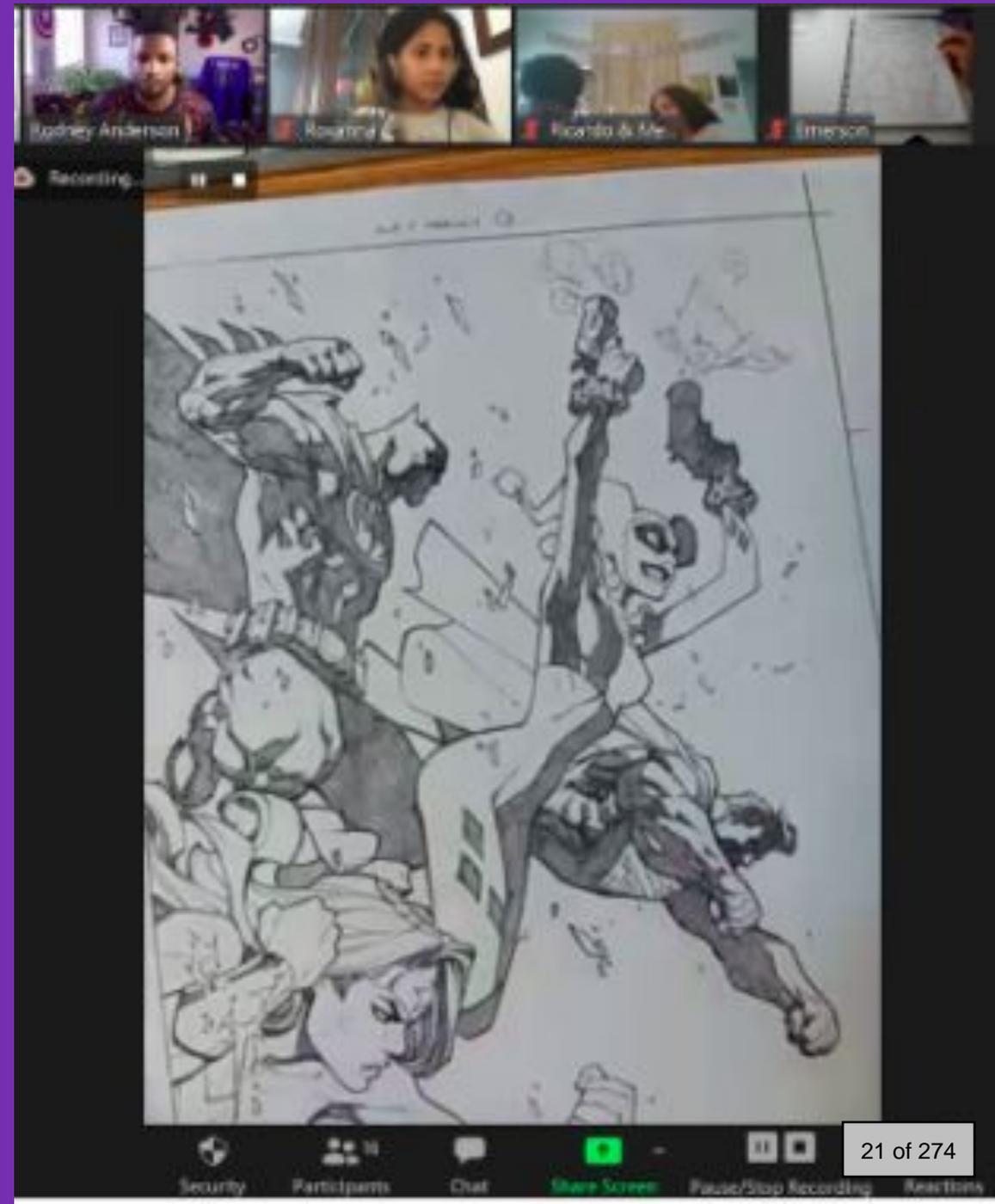
ARTS Center: Music Room Remodel

650+

ARTS Cares Kits Distributed

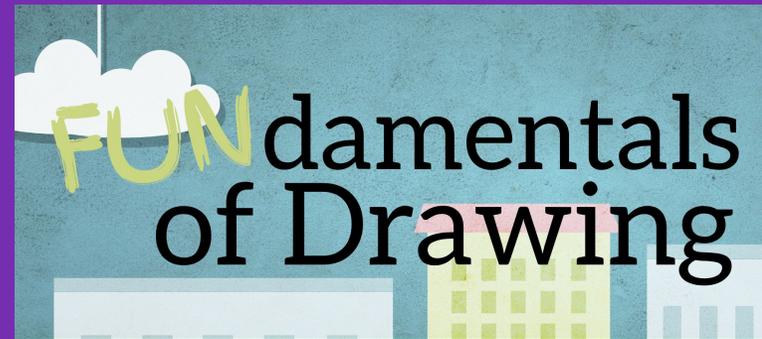
ARTS @ Home

2020 has been a year of crisis and radical reimagination. The ARTS Center has been closed since March, so we pivoted to virtual programming – ARTS @ Home – in the Spring. We work with: National School District, Community HousingWorks, Comic-Con Museum, and other partners to connect youth with creative arts and ARTS Cares Kits.



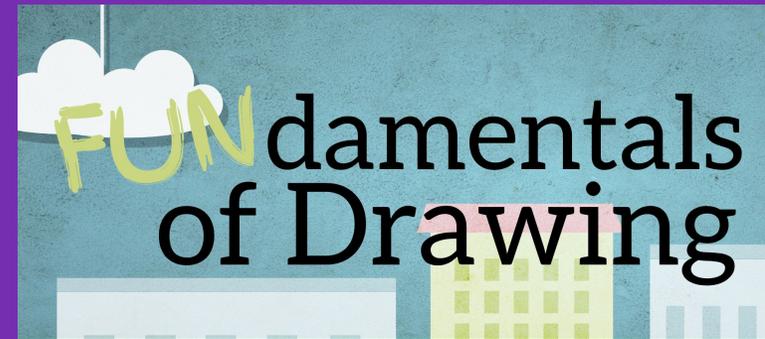
Partnership w/ Community HousingWorks

ARTS offered two 6-weeks virtual camps for more than 90 youth residents (TK – 6th grade), including 25+ youth at Paradise Creek Apartments.



Partnership w/ National School District

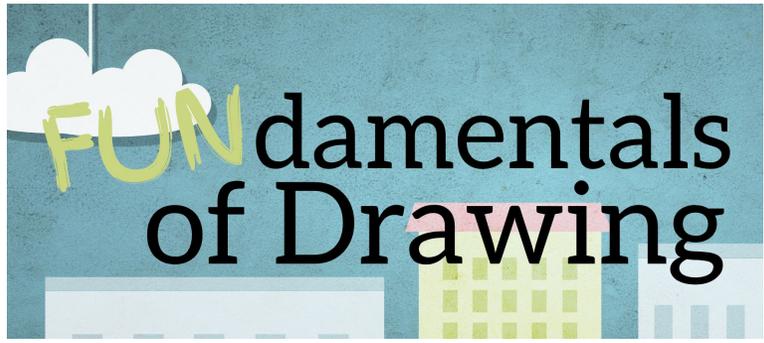
ARTS offered three 6-weeks virtual camps for more than 145 NSD youth (TK – 6th grade)



Teaching Artist: Leo Francisco



Learn drawing techniques used by many professional artists and illustrators; skills that will help you be able to draw almost anything you see or imagine.



Take an adventure in art making. Explore different art media and new ways to express yourself creatively.





Teaching Artist: Hill Young

And, we're off!

On a journey to your creativity-filled imagination.

Time to make your chair your personal travel vehicle, to visit new places and explore the world!

Where will we go? The sky's the limit. Technical drawing skills mixed with play, all while technically sitting in your own home.





From Paulette to Everyone:
i need to do my arms better

From Paulette to Everyone:
can i do my own dragon

From Gema to Everyone:
people

From Elizabeth to Everyone:
Anamals

From Alejandra to Everyone:
dragons 🐉 and dinosaurs 🦖

From Nathalya to Everyone:
cute things

From Gema to Everyone:
panda

From Paulette to Everyone:
cartons or cute drawing

From Nathalya to Everyone:
people

From Alejandra to Everyone:
cartons flowers

From Nathalya to Everyone:
👍👍👍👍👍👍👍👍👍👍

From Me to Everyone:
HW: take picture your work

To: Everyone ▾  F

Virtual Space: Connections & Conversations



Culminating Events: Virtual Exhibitions

Jason Mraz Music Room

A collaboration with the Jason Mraz Foundation and the Good Tidings Foundation, local designers engaged ARTS staff, teaching artists, and youth to design and remodel the music room at the ARTS Center. Our Young Artists in Harmony program will continue there in Spring 2021 -- and we'll begin a performance series for local musicians next year.

ARTS | areasontosurvive.org



Jason Mraz Music Room



Community ARTS

Through our Community ARTS projects, we're transforming the places we live, learn, and play through the power of youth creativity.



Community Canvas: National City



Community ARTS Design Challenges (SUHI)



Storefront / Facade Improvement Projects (American Awards)

**Working with ARTS
creates workforce and
learning experiences
for National City
youth and builds a
community of
belonging.**



Public art makes community healthier, inclusive, & more equitable



Supports economic growth and sustainability



Promotes social unity and cultural understanding



Advances public health and belonging

Thank you!

James Halliday
Executive Director

jhalliday@areasontosurvive.org





Projects and Programs Financials
Jan 2020 - Dec 2020

Projects and Programs Highlights

	Estimated \$
Jason Mraz Music Studio	\$ 150,000
ARTS @ Home	\$ 131,125
Community ARTS	
Congratulations SUHI Mural	\$ 800
SUHI Internships	\$ 3,967
NEA Market Makeovers	\$ 748

Financial Impact

	Actuals				Projected	Total
	Q1	Q2	Q3	Q4		
Projects & Programs						
Personnel	\$ 62,772	\$ 70,451	\$ 92,184	\$ 111,668	\$ 337,076	
Materials	2,260	3,212	8,482	21,600	35,554	
Facilities Improvements			150,000		150,000	
Overhead (20%)	13,007	14,733	20,133	26,654	74,526	
Other Value						
Volunteer Equivalent	8,727	2,909	8,727	8,727	29,090	
Total Impact Value	\$ 86,766	\$ 91,304	\$ 279,527	\$ 168,649	\$ 626,245	



**OFFICE OF MAYOR ALEJANDRA SOTELO-SOLIS
FOR IMMEDIATE RELEASE**

June 5, 2020

Contact: Nancy Valdivia-Ochoa, Mayoral Executive Assistant
(619) 495-6180; nvaldiviaochoa@nationalcityca.gov

**Sweetwater High School 2020 graduating seniors recognized with temporary art piece at
Kimball Park Bowl- "To the Class of 2020- CONGRATS!"**

National City, CA- Over the course of the last month, the National City community has come together to celebrate the over 700 seniors from Sweetwater High School. With the COVID-19 stay at home orders it has allowed for creative ways for alumni and community to celebrate the 2020 senior achievements.

Today, Friday, June 5th the National City based non-profit- ARTS (A Reason To Survive), unveiled an interactive art piece (big enough for abiding by social distancing rules) that could celebrate the Red Devils as well as other promoted students within the city's limits. ARTS was approached late last month, by the Mayor's office to create the piece, after having heard many creative ideas from members of the public on how to recognize the students.

Executive Director James Halliday shared, "Inspired by the resilience and resourcefulness of the graduating class of 2020 -- a year so unlike any other in our lifetimes -- we're honored and excited to present the message of hope and good luck in the Kimball Bowl: To the Class of 2020 - CONGRATS!" The temporary art piece will be up through the end of the month of June 2020.

Mayor Sotelo-Solis stated "We are excited to publically celebrate all of our City's graduates and their accomplishments. Today, ARTs came through with a beautiful art piece to continue this community celebration! Please enjoy with social distancing in mind and please wear your face coverings. Cheers!"

Per the County's Health Order, rules to enjoy the "To the Class of 2020- CONGRATS!" Art piece:

- **Maintain 6 feet of social distancing,**
- **Wear Facial coverings**
- **Stay within your family unit**

Additional recognitions were through The SUHi Foundation, where over 200 donors raised over \$15,000 for personalized yard signs (photos & message) that were placed along the Mile of Cars on National City Blvd. The yard signs will be gifted to the Seniors on Friday, June 5th as they pick up their cap and gown. An aerial photo of all of the senior yard signs were placed on the Sweetwater Football field earlier this week for all graduates to receive as a "surprise" Senior class photo.

###

National City is San Diego County's second oldest city. True to its motto, "In the Center of It All," the National City community is home to over 61,000 residents, 3000 businesses, a part of U.S. Naval Base San Diego, and the National City Marine Terminal of the Unified Port of San Diego, the most advanced vehicle import and export facility on the West Coast.

A Reason To Survive (ARTS) is a creative youth development nonprofit and community arts center located in the heart of National City -- in Kimball Park. Through "ARTS After School" classes and workshops and "Community ARTS" projects, youth and young adults (ages 8-24) gain access to programs that advance their artistic abilities, build strong foundations in social-emotional well-being, deepen levels of civic engagement, and spark interest in creative future pathways.



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 # ____
11/17/20

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 an increase to the contract with Basile Construction, Inc., in the not-to-exceed amount of \\$215,987.03 for the P-1 Sewer Upsize Project, CIP No. 19-43, to complete the removal and replacement of the sewer main line. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING

November 17, 2020

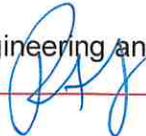
AGENDA ITEM

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the increase to the contract with Basile Construction, Inc., in the not-to-exceed amount of \$215,987.03 for the P-1 Sewer Upsize Project, CIP No. 19-43, to complete the removal and replacement of the sewer main line.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil
C.H.

PHONE: 619-336-4388

DEPARTMENT: Engineering and Public Works
APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Expenditure Account: 125-409-500-598-2024 (Sewer Upsizing CIP) - \$215,987.03

Funds available through previous City Council appropriations.

ENVIRONMENTAL

N/A

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF

Adopt the Resolution.

BOARD / COMMISSION

N/A

ATTACHMENTS

1. Explanation
2. Resolution

EXPLANATION

On June 2, 2020, City Council adopted Resolution No. 2020-97 awarding a contract in the amount of \$1,394,292 to Basile Construction, Inc. for the P-1 Sewer Upsize Project, CIP No. 19-43. This project includes open trench construction to remove and replace approximately 1490 linear feet of 8-inch diameter vitrified clay pipe (VCP) with 12-inch diameter PVC sewer main, manholes, laterals, including pavement restoration.

Construction has progressed satisfactorily through the project, and it is currently scheduled to be completed around December 2020. To date, staff has executed twelve (12) change orders totaling \$425,130.83, which is approximately 30% of the contract amount, to address unforeseen conditions associated with existing underground utilities. The sewer main alignment that was identified in the plans had to be modified. This modification required additional exploratory potholing to locate the existing pipe, open trenching, removing an existing 60-inch storm drain pipe, installing the new sewer main line, and re-installing the 60-inch storm drain pipe.

In order to complete the reestablishment of existing sewer laterals connected to the sewer main line and the excavation of jacking and receiving pits, staff is requesting that City Council approve an increase to the contract with Basile Construction, Inc. in the not-to-exceed amount of \$215,987.03, above and beyond the original 15% contingency of \$209,143.80.

Original Contract Amount	\$1,394,292.00
15% Contingency	\$209,143.80
Additional Request	\$215,987.03
New Contract Amount	\$1,819,422.83

Funds are available in the Sewer Upsizing CIP expenditure account number 125-409-500-598-2024 through previous City Council appropriations.

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INCREASE TO THE CONTRACT WITH BASILE
CONSTRUCTION, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$215,987.03 FOR
THE P-1 SEWER UPSIZE PROJECT, CIP NO. 19-43, TO COMPLETE THE REMOVAL
AND REPLACEMENT OF THE SEWER MAIN LINE**

WHEREAS, on June 2, 2020, City Council adopted Resolution No. 2020-97 awarding a contract in the amount of \$1,394,292 to Basile Construction, Inc. for the P-1 Sewer Upsize Project, CIP No. 19-43; and

WHEREAS, City of National City staff have executed twelve (12) change orders totaling \$425,130.83, which is approximately 30% of the contract amount, to address unforeseen conditions associated with existing underground utilities; and

WHEREAS, the sewer main alignment identified in the plans required modification to include additional exploratory potholing to locate the existing pipe, open trenching, removing an existing 60-inch storm drain pipe, installing the new sewer main line, and re-installing the 60-inch storm drain pipe; and

WHEREAS, in order to complete the reestablishment of existing sewer laterals connected to the sewer main line and the excavation of jacking and receiving pits, City of National City staff is requesting City Council's approval for an increase to the contract with Basile Construction, Inc. in the not-to-exceed amount of \$215,987.03, above and beyond the original 15% contingency of \$209,143.80.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of National City hereby authorizes the increase to the contract with Basile Construction, Inc., in the not-to-exceed amount of \$215,987.03 for the P-1 Sewer Upsize Project, CIP No. 19-43, to complete the removal and replacement of the sewer main line.

PASSED and ADOPTED this 17th day of November, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., 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 Second Amendment to the Agreement with Jani-King of California, Inc., increasing the not-to-exceed amount by \\$100,000, for a total Agreement amount of \\$250,000, due to the continuous need to provide specialized janitorial services to address public health and safety risks associated with the COVID-19 Pandemic. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

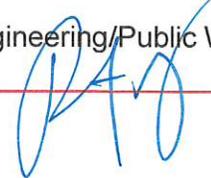
MEETING DATE: November 17, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Jani-King of California, Inc., increasing the not-to-exceed amount by \$100,000, for a total Agreement amount of \$250,000, due to the continuous need to provide specialized janitorial services to address public health and safety risks associated with the COVID-19 Pandemic.

PREPARED BY: Tirza Gonzales, Management Analyst II
PHONE: 619-336-4318

DEPARTMENT: Engineering/Public Works
APPROVED BY: 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**
APPROVED: _____ **MIS**

ACCOUNT NO.

Funds are appropriated in various accounts for FY 2021; funding for subsequent fiscal years is dependent on future appropriations as part of annual budget.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt Resolution executing a Second Amendment to the Agreement with Jani-King of California, Inc.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Second Amendment to Agreement
3. Resolution

Explanation:

On January 21, 2020, the City of National City entered into an Agreement with Jani-King of California, Inc., to provide kitchen cleaning services as needed and as directed by the City's Facilities Maintenance Supervisor to the Nutrition Center at 1415 "D" Avenue. The original Agreement is for a not-to-exceed amount of \$14,500, and for an initial term of one year, with the option to extend for up to three, one-year extensions.

On June 16, 2020, per Resolution No. 2020-82, City Council approved the First Amendment to the Agreement, increasing the not-to-exceed amount by \$135,500 for a total Agreement amount of \$150,000, expanding the scope of work to include all City-owned facilities, and extending the term of the Agreement to June 30, 2021.

To date, the City has invested \$97,000 in cleaning and janitorial services provided by Jani-King of California, Inc. to City-owned facilities. Due to the continuous demand of specialized janitorial services required citywide to address public health and safety risks associated with the COVID-19 Pandemic, staff is requesting City Council approval of a Second Amendment to the Agreement with Jani-King of California, Inc., increasing the not-to-exceed amount of the Agreement by \$100,000, for a total Agreement amount of \$250,000.

Funds are appropriated in various accounts for FY 2021; funding for subsequent fiscal years is dependent on future appropriations as part of annual budget.

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
JANI-KING OF CALIFORNIA, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 17th day of November, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and JANI-KING OF CALIFORNIA, INC., a Texas corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into an Agreement on January 21, 2020 ("the Agreement"), wherein the CONTRACTOR agreed to provide janitorial cleaning services at the Nutrition Center, 1415 "D" Avenue, for a not-to-exceed amount of \$14,500, and an initial term of five months, with the option to extend this term for up to 3 (three), one-year extensions.

WHEREAS, on June 16, 2020, the City Council adopted Resolution No 2020 -82, approving the First Amendment to the Agreement by increasing the not-to-exceed amount by \$135,500 for a total Agreement amount of \$150,000, including an expanded scope of work to include all City-owned facilities, and extending the term of the Agreement to June 30, 2021; and

WHEREAS, the parties desire to do a Second Amendment by increasing the not-to-exceed amount of the Agreement by \$100,000 due to the continuous need to provide specialized janitorial services which includes all City-owned facilities to address public health and safety risks associated with the COVID-19 pandemic.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The First Amendment to the Agreement, which was approved by City Council on June 16, 2020, increased the not-to-exceed amount to \$150,000, expanded the scope of work to include all City-owned facilities, and extended the term of the Agreement by one year, from June 30, 2020 to June 30, 2021.

2. Due to the continuous need to provide specialized janitorial services to address on-going public health and safety risks associated with the COVID-19 pandemic the not-to-exceed amount of the Agreement is hereby increased by \$100,000, for a total Agreement amount of \$250,000.

3. The parties further agree that, with the foregoing exceptions, and the modifications of the First Amendment to Agreement adopted by the City Council on June 16, 2020, each and every other term and provision of the January 21, 2020 Agreement shall remain in full force and effect.

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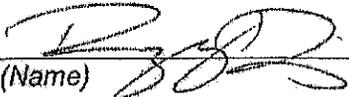
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

JANI-KING OF CALIFORNIA, INC., A TEXAS CORPORATION

(Signatures of two corporate officers required)

By: _____
Alejandra Sotelo-Solis, Mayor

By:  _____
(Name)

ROSTANNY DIAZ
(Print)

APPROVED AS TO FORM:

ACCOUNT EXECUTIVE
(Title)

By: _____
Angil P. Morris-Jones
City Attorney

By:  _____
(Name)

Michael Esandris
(Print)

Assistant Operations Manager
(Title)

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH JANI-KING OF CALIFORNIA, INC., INCREASING THE NOT-TO-EXCEED AMOUNT BY \$100,000, FOR A TOTAL AGREEMENT AMOUNT OF \$250,000, DUE TO THE CONTINUOUS NEED TO PROVIDE SPECIALIZED JANITORIAL SERVICES TO ADDRESS PUBLIC HEALTH AND SAFETY RISKS ASSOCIATED WITH THE COVID-19 PANDEMIC

WHEREAS, on January 21, 2020, the City of National City ("City) entered into an Agreement with Jani-King of California, Inc., to provide kitchen cleaning services as needed and as directed by the City's Facilities Maintenance Supervisor to the Nutrition Center at 1415 "D" Avenue; and

WHEREAS, the original Agreement is for a not-to-exceed amount of \$14,500, and for an initial term of one (1) year, with the option to extend for up to three, one-year extensions; and

WHEREAS, on June 16, 2020, per Resolution No. 2020-82, City Council approved the First Amendment to the Agreement, increasing the not-to-exceed amount by \$135,500 for a total Agreement amount of \$150,000, expanding the scope of work to include all City-owned facilities, and extending the term of the Agreement to June 30, 2021; and

WHEREAS, the City of National City has invested \$97,000 in cleaning and janitorial services provided by Jani-King of California, Inc. to City-owned facilities; and

WHEREAS, due to the continuous demand of specialized janitorial services required citywide to address public health and safety risks associated with the COVID-19 Pandemic, City Staff is requesting City Council approval of a Second Amendment to the Agreement with Jani-King of California, Inc., increasing the not-to-exceed amount of the Agreement by \$100,000, for a total Agreement amount of \$250,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute a Second Amendment to the Agreement with Jani-King of California, Inc., increasing the not-to-exceed amount by \$100,000, for a total Agreement amount of \$250,000, due to the continuous need to provide specialized janitorial services to address public health and safety risks associated with the COVID-19 Pandemic.

PASSED and ADOPTED this 17th day of November, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., 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 Fourth Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \\$200,000, for a total Agreement amount of \\$420,412, expanding the scope of work which includes, but is not limited to, all specialized services offered to all City-owned facilities, and extending the term of the Agreement by one year to February 28, 2022, due to the immediate need for continuous services to address the demands of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Fourth Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \$200,000, for a total Agreement amount of \$420,412, expanding the scope of work which includes, but is not limited to, all specialized services offered to all City-owned facilities, and extending the term of the Agreement by one year to February 28, 2022, due to the immediate need for continuous services to address the demands of the COVID-19 Pandemic.

PREPARED BY: Tirza Gonzales, Management Analyst II *TG*

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4318

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Funds are appropriated in various accounts for FY2021; funding for subsequent fiscal years is dependent on future appropriations as part of annual budget.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution executing a Fourth Amendment to the Agreement with Countywide Mechanical Systems, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Fourth Amendment to Agreement
3. Resolution

Explanation:

On August 15, 2017, per City Council Resolution No. 2017-163, the City of National City entered into an Agreement with Countywide Mechanical Systems, Inc., to provide heating, ventilation, and air conditioning (HVAC) preventative maintenance services to city-owned facilities. The original Agreement is for a not-to-exceed amount of \$170,412, and for an initial term of one year, with the option to extend for up to two, one-year extensions.

On July 17, 2018, per Resolution No. 2018-123, City Council approved the First Amendment to the Agreement extending the term of the Agreement for one year to August 31, 2019.

On August 20, 2019, per Resolution No. 2019-116, City Council approved the Second Amendment to the Agreement extending the term of the Agreement for one year to August 31, 2020.

On May 5, 2020, per Resolution No. 2020-83, City Council approved the Third Amendment to the Agreement increasing the not-to-exceed amount by \$50,000 and extending the term of the Agreement by six months to February 28, 2021.

Due to the immediate need for continuous preventative maintenance and repair services to address demands of the COVID-19 Pandemic, staff is requesting City Council approval of a Fourth Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \$200,000, for a total Agreement amount of \$420,412, expanding the scope of work to include all specialized services offered to all City-owned facilities, and extending the term of the Agreement by one year to February 28, 2022.

Funds are appropriated in various accounts for FY 2021; funding for subsequent fiscal years is dependent on future appropriations as part of annual budget.

**FOURTH AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
COUNTYWIDE MECHANICAL SYSTEMS, INC.**

THIS FOURTH AMENDMENT TO THE AGREEMENT is entered into this 17th day of November, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and COUNTYWIDE MECHANICAL SYSTEMS, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on August 15, 2017, ("the Agreement"), per City Council Resolution No. 2017-163, to provide heating, ventilation, and air conditioning (HVAC) preventative maintenance services to CITY facilities for a not-to-exceed amount of \$170,412, for an initial term of one year, with the option to extend for up to two (2), one-year extensions; and

WHEREAS, on July 17, 2018, the City Council adopted Resolution No. 2018-123, approving the First Amendment to the Agreement extending the term of the Agreement by one year to August 31, 2019; and

WHEREAS, on August 20, 2019, the City Council adopted Resolution No. 2019-116, approving the Second Amendment to the Agreement extending the term of the Agreement by one year to August 31, 2020; and

WHEREAS, on May 5, 2020, the City Council adopted Resolution No. 2020-83, approving the Third Amendment to the Agreement increasing the not-to exceed amount by \$50,000 and extending the term of the Agreement by six months to February 28, 2021; and

WHEREAS, due to the immediate need for continuous services to address the demands of the COVID-19 pandemic the parties desire to increase the not-to-exceed amount of the Agreement by \$200,000, expand the scope of work which includes but is not limited to all specialized services offered to all City-owned facilities, and extend the term of the Agreement by one year to February 28, 2022.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The not-to-exceed amount of the Agreement is hereby increased by \$200,000, for a total Agreement amount of \$420,412 due to the immediate need for continuous services to address the demands of the COVID-19 pandemic.

2. The term of the Agreement is hereby extended to February 28, 2022.
3. Exhibit "A" of Section 3 of the August 15, 2017 Agreement is hereby amended to now include all City-owned facilities and providing expansion of the scope of work to include all specialized services offered.
4. The parties further agree that, other than as previously amended by the City Council, each and every term and provision of the August 15, 2017 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

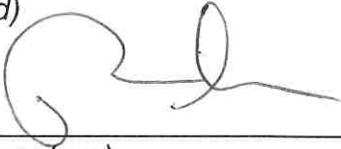
By: _____
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

COUNTYWIDE MECHANICAL SYSTEMS, INC., A CALIFORNIA CORPORATION

(Signatures of two corporate officers required)

By: 

(Signature)

RANDALL A. SIGNORE

(Print Name)

VP - SERVICE OPERATIONS

(Title)

By: 

(Signature)

PAUL B. DUKE

(Print Name)

PRESIDENT

(Title)

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT WITH COUNTYWIDE MECHANICAL SYSTEMS, INC., INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$200,000, FOR A TOTAL AGREEMENT AMOUNT OF \$420,412, EXPANDING THE SCOPE OF WORK WHICH INCLUDES, BUT IS NOT LIMITED TO, ALL SPECIALIZED SERVICES OFFERED TO ALL CITY-OWNED FACILITIES, AND EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR TO FEBRUARY 28, 2022, DUE TO THE IMMEDIATE NEED FOR CONTINUOUS SERVICES TO ADDRESS THE DEMANDS OF THE COVID-19 PANDEMIC

WHEREAS, on August 15, 2017, per City Council Resolution No. 2017-163, the City of National City entered into an Agreement with Countywide Mechanical Systems, Inc., to provide heating, ventilation, and air conditioning (HVAC) preventative maintenance services to city-owned facilities; and

WHEREAS, the original Agreement is for a not-to-exceed amount of \$170,412, and for an initial term of one year, with the option to extend for up to two, one-year extensions; and

WHEREAS, on July 17, 2018, per Resolution No. 2018-123, City Council approved the First Amendment to the Agreement extending the term of the Agreement for one (1) year to August 31, 2019.

WHEREAS, on August 20, 2019, per Resolution No. 2019-116, City Council approved the Second Amendment to the Agreement extending the term of the Agreement for one (1) year to August 31, 2020.

WHEREAS, on May 5, 2020, per Resolution No. 2020-83, City Council approved the Third Amendment to the Agreement increasing the not-to-exceed amount by \$50,000 and extending the term of the Agreement by six months to February 28, 2021; and

WHEREAS, due to the immediate need for continuous preventative maintenance and repair services to address demands of the COVID-19 Pandemic, City staff are requesting City Council approval of a Fourth Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \$200,000, for a total Agreement amount of \$420,412, expanding the scope of work to include all specialized services offered to all city-owned facilities, and extending the term of the Agreement by one (1) year to February 28, 2022.

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NOW THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute a Fourth Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \$200,000, for a total Agreement amount of \$420,412, expanding the scope of work which includes, but is not limited to, all specialized services offered to all city-owned facilities, and extending the term of the Agreement by one year to February 28, 2022, due to the immediate need for continuous services to address the demands of the COVID-19 Pandemic.

PASSED and ADOPTED this 17th day of November, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the Mayor to execute an Agreement with Bucknam Infrastructure Group, Inc. for Pavement – Traffic Control Management Program Services, effective December 1, 2020 until November 30, 2021, for an amount not-to-exceed \\$99,920.00 by piggybacking onto the City of South Pasadena’s Professional Services Contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the Mayor to execute an Agreement with Bucknam Infrastructure Group, Inc. for Pavement – Traffic Control Management Program Services, effective December 1, 2020 until November 30, 2021, for an amount not-to-exceed \$99,920.00 by piggybacking onto the City of South Pasadena’s Professional Services Contract.

PREPARED BY: Luca Zappiello, Assistant Engineer Civil

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

001-409-500-598-6573 (Traffic Monitoring/System Improvements) - \$99,920.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the Mayor to execute an Agreement with Bucknam Infrastructure Group, Inc. for Pavement – Traffic Control Management Program Services for an amount not-to-exceed \$99,920.00 by piggybacking onto the City of South Pasadena’s Professional Services Contract.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation

On October 16, 2012, the City of National City entered into an agreement with Bucknam Infrastructure Group, Inc., (Bucknam) to create a Pavement Management Program and perform the street sign inventory. The City was pleased with the comprehensive and efficient work performed by Bucknam.

At this time, the Engineering/Public Works Department desires to enter in a new agreement with Bucknam and use a "Piggyback Contract" that Bucknam has with the City of South Pasadena in order to update the current Pavement – Traffic Control Management Program Services (Exhibit - A). In this case the City will benefit by using the same unit price that was used to award the contract in the City of South Pasadena.

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

Staff has confirmed that the City of South Pasadena's Public Works Department contract with Bucknam was obtained through a Request For Proposal. The City of South Pasadena's procurement procedures are in substantial compliance with those in National City. On December 19, 2019, the City of South Pasadena entered into a one year agreement with Bucknam for the update of the Pavement Management Program (PMP), to develop a GIS-Based Asset Management System and integrating the PMP with other City asset information.

Therefore, staff recommends that City Council authorize the Mayor to execute an Agreement with Bucknam Infrastructure Group, Inc. in order to update the current Pavement – Traffic Control Management Program Services, effective December 1, 2020 until November 30, 2021, for an amount not-to-exceed \$99,920.00 by piggybacking onto the City of South Pasadena's Professional Services Contract.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
BUCKNAM INFRASTRUCTURE GROUP, INC.**

THIS AGREEMENT is entered into on this 17th day of November, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and BUCKNAM INFRASTRUCTURE GROUP, INC. (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to update the City's existing Pavement Management Plan.

WHEREAS, the CITY has determined that the CONSULTANT is a provider of pavement and asset management to meet the City's needs and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to update the City's existing Pavement Management Plan, provide the City with a comprehensive report and develop a GIS-based Asset Management Information System integrating the different public works assets (e.g. pavement, traffic signs, curb marking, catch basin, etc.). The CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on November 17, 2020. The duration of this Agreement is for the period of December 1, 2020 through November 30, 2021. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONSULTANT will preform the following services as set forth in the attached Exhibit "A":

- a) Pavement Management (PMP) database to establish goals and objectives;
- b) Deliver the PMP maps in a GIS file format;
- c) Provide comprehensive training for the City's staff necessary to maintain the PMP;

- d) Offer the use of the web-Portal in order to access to the PMP database;
- e) Assessment of the current public works assets as traffic signal, curb marking and catch basin.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Roberto Yano, Director of Public Works/City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Peter Bucknam, President of Bucknam Infrastructure Group, Inc., is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$99,920. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the

CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

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

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

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and

selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

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

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this

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

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

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

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

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

17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

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

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000

combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

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

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

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

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’S Risk Manager, at the address listed in subsection G below, of cancellation or material change.

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

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder’s alphabetic and financial size category rating of not less than A:VII according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the CITY’S Risk Manager. In the event coverage is provided by non-admitted “surplus lines” carriers, they must be included on the most recent List of Approved Surplus Line Insurers (“LASLI”) and otherwise meet rating requirements.

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

by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

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

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

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

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

To CITY: Roberto Yano
Director of Public Works/City Engineer
Engineering and Public Works/City Engineer
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Peter Bucknam
President
Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, CA 92056

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

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

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall

at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

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

24. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

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

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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

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

CITY OF NATIONAL CITY

BUCKNAM INFRASTRUCTURE GROUP, INC.

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

By: _____
Alejandra Sotelo Solis, Mayor

By: _____
(Name)

APPROVED AS TO FORM:

PETER BUCKNAM
(Print)

PRESIDENT
(Title)

By: _____
Angil P. Morris-Jones
City Attorney

By: _____
(Name)

PETER BUCKNAM
(Print)

SECRETARY
(Title)

EXHIBIT - A

October 27, 2020

Mr. Roberto Yano, P.E.
Director of Public Works/City Engineer
City of National City
1243 National City Blvd.
National City, CA 91950

Subject: Proposal for Pavement – Traffic Control Management Program Services

Dear Mr. Yano:

It is our pleasure to submit our proposal to assist the City in continuing the proactive management of your Pavement Management (PMP) and Traffic Control-Sign Programs. With the City of National City moving toward automation through condition survey updates, Capital Improvement reporting (CIP), and GIS development, *Bucknam Infrastructure Group, Inc.* has identified a proactive and cost efficient method to assist the City in the continued success of your PMP / Traffic Control programs. Our team will focus our high-end pavement management expertise, annual working knowledge of National City's PMP dataset and GIS technology to optimize the City's management of the essential infrastructure management programs.

Our PMP implementation services will provided through cost-conscience pavement inspections, annual work history updates, additional CIP reporting, alternative budgetary reporting, GIS support for the PMP and general database management. Our firm is unique in that we provide:

- ❖ Relevant and accurate PMP services based on our ongoing work with numerous Los Angeles, Orange County and San Diego local agencies such as:
 - 10 San Diego/Inland Empire local agencies
 - 25 Los Angeles County local agencies (i.e. Sierra Madre, Rosemead, Covina, etc.)
 - 17 Orange County local agencies; and
- ❖ Army Corps of Engineers ASTM D6433-18 compliant surveying, reporting and pavement analysis on an annual basis;
- ❖ Our project manager has worked within the SoCal Pavement Management industry for over twenty (20) years and has worked extensively with MicroPAVER, StreetSaver and CarteGraph PMP software's through turn-key data conversion projects to long-term, proactive pavement CIP scheduling that relies on accurate and cost-efficient bid documentation;
- ❖ Project/engineering experience that brings the understanding that MicroPAVER results are not set in stone; we proactively use the available data to enhance budget forecasting and CIP/O&M project planning;



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

- ❖ Our Project Manager, Mr. Peter Bucknam, served as the last PMP manager for the 2011-12 PMP update for National City;
- ❖ Cost effective street and right-of-way management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and use of GIS tablet-based / digital roadway imaging surveys; and
- ❖ Professional Engineering experience through Mr. Steve Bucknam, P.E. who brings 40+ years of public/private local agency experience. Mr. Bucknam has served as City Engineer, Deputy City Manager, Design Engineer and Utilities Director for numerous public agencies.

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules. Our deliverables will be used to strategize and improve upon the City's Pavement CIP for Arterial and Locals.

By selecting *Bucknam Infrastructure Group, Inc.*, the City of National City will receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective infrastructure management program. Our handpicked pavement/ROW management professionals are committed to delivering quality services to the City. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

In order to streamline project management and work schedules, all work efforts will be conducted through our office in Oceanside, CA.

Respectfully submitted,

Bucknam Infrastructure Group, Inc.

Peter J. Bucknam
President/Project Manager



Project Understanding / Approach

We have defined detailed phases to the scope of work;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)
 - a. **Pavement Management Tasks (PMP); page 1-1**
 - b. **Sign / Curb Marking Inventory; page 1-12**
 - c. **Catch Basin Inventory; page 1-18**

1) Project Implementation

TASK 1.1: Pavement Management - Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of National City it will be essential to establish, up front, the Public Works/Maintenance pavement management priorities. Our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach to the street/sign/storm network, section ID management & 103 miles of street surveys (Arterials, Locals and Alleys), finalization of the scope of work and the review of schedule.

This effort will build consensus between the Street Maintenance and Engineering departments as well as build stronger ARTERIAL and LOCAL maintenance programs. The first key topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data, TransNet compliance, and survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – minimum of eight (8) hours;
- Field review meetings;
- Monthly progress status reports will be delivered to City project manager.



Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician’s work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 10 miles of arterial/local QC).

Our QC process involves checking the field crews’ work in a “blind study” fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. PCI variance reporting will be performed where previous 2011 PCI data will be compared to newly inspected 2020 PCI data; if PCI’s vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval).

Since we are collecting distress information on our field Tablets with the National City MicroPAVER database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of National City’s street distress data. This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

Over the past year, Bucknam has submitted twenty-two (45) compliant PMP reports for San Diego, Orange and LA local agencies, they include:

Southern California PMP Clients		
Alhambra	La Habra Heights	Palmdale
Aliso Viejo	La Habra	Pomona
Bellflower	La Palma	Santee
Brea	La Verne	Rancho Palos Verdes
Compton	Laguna Beach	Rancho Santa Margarita
Costa Mesa	Laguna Hills	Redlands
Covina	Lake Elsinore	Rialto
Culver City	Lomita	Rosemead
Duarte	Lynwood	San Clemente
El Segundo	Menifee	San Juan Capistrano
Fountain Valley	Monterey Park	Sierra Madre
Fullerton	Newport Beach	Signal Hill
Huntington Beach	Norwalk	South Gate
Irvine	Ontario	South Pasadena
Vista	Westminster	Tustin

Our surveys follow the accepted ASTM D6433-18 procedure requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Our staff attends the OCTA PMP Distress Training Classes held in each year, 2011 thru 2020.

Project Understanding / Scope of Work



In March 2020 our staff was acknowledged as “qualified inspectors and firm” to prepare Pavement Management Plans compliant with the OCTA Countywide Pavement Management Guidelines (this certification/compliance runs through June 2022).

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Engineering and Street Maintenance departments. Project success is created by delivering on three main factors;

1. Adherence to scope tasks and deliverables
2. Performing to the standard set by the Project Schedule; and
3. Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (two field technicians will drive the proactive schedule).

See key milestone dates from the project schedule below:

- Project Kickoff – December 2, 2020
- Survey Completion – April 10, 2021
- Delivery of draft PMP – April 17, 2021
- City comments returned to Consultant – April 24, 2021
- Delivery of City CIP Final Report – April 30, 2021
 - National City CIP data/Final Report, reporting and revenue projections will be submitted by April, 2021
 - All necessary TransNet data, reporting and revenue projections will be submitted prior to April, 2021
- Implementation of MicroPAVER version 7.0.11 – Any time after acceptance of Final PMP
 - One copy (.e70 file) of the MicroPAVER database will be delivered;

Project Understanding / Scope of Work



- All pavement and GIS data pertinent to the project deliverables will be submitted with the Final PMP report

4) Scope of Work (Major Tasks)

TASK 4.1: MicroPAVER PMP Implementation / Update Work History

Bucknam will establish a National City Pavement Management database by utilizing the Army Corps of Engineers "MicroPAVER" software. If the City elects to either purchase MicroPAVER or utilize Bucknam's license our staff will create all pavement segmentation for the City's Arterial and Local programs. Our staff will define all pavement segments utilizing ASTM D6433 standards and will ensure that all publicly maintain streets are within the database. The City will provide Bucknam with the current MS Excel-based PMP database being maintained by City staff. Our staff will review this data and determine if it will suffice for establishing the basic cornerstone of the National City PMP street segmentation.

Based on the pavement M&R activities that has been performed by in-house staff as well as contractual maintenance, our staff will review all street activities that have been performed during the past four years. This data will be entered into MicroPAVER to enhance the recommendations for the upcoming budgetary analysis and CIP reporting.

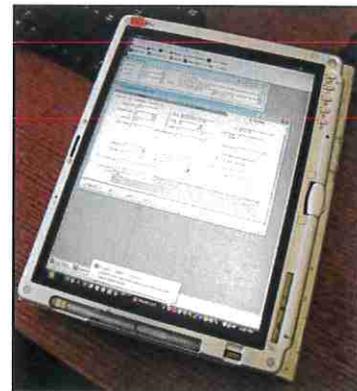
Deliverable: Citywide Work History Report

TASK 4.2: Conduct Pavement Condition Survey

Once the pavement segmentation has been assessed and verified, the inspection of 111 Arterial, Local and Alley miles will be performed.

Our survey methodologies will include the following approach based on the City's cost and benefit analysis:

1. **Walking** - All sections are surveyed through walking/windshield methodologies. Distress types will be collected based upon actual surface conditions and physical characteristics of the segment.



2. Surveying methods will be conducted by remaining consistent with MicroPAVER & the ASTM D6433-18 sampling guidelines while being flexible to current City requirements.

All sample locations are observed through walking surveys; additional street factors such as unique distress areas found outside our sample areas will be recorded. As requested by National City staff, pavement sections to be surveyed for the upcoming 2020 PMP update are as follows:

- The inspection of approximately 103 miles of MPAH Arterial and Local segments will be performed;

Project Understanding / Scope of Work

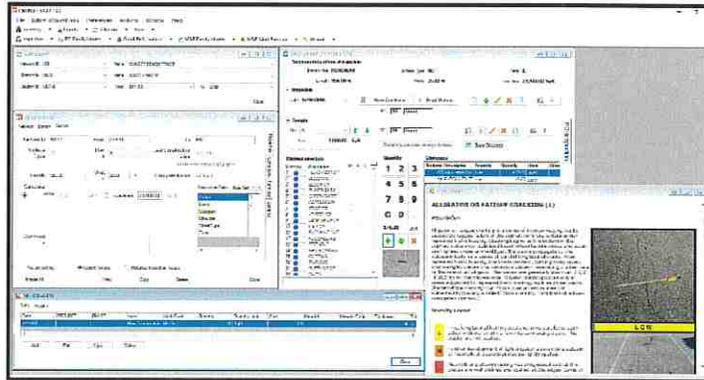


- The inspection of approximately 8 miles of Alley segments will be performed;
- Recent overlay maintenance will reduce total mileage of survey - TBD

Our staff will establish all inspection sample locations for survey based on ASTM PMP guidelines; Surveys are quality controlled with field operations during each week of inspection.

Our use of MicroPAVER-Tablet units allows our staff to collect pavement data with the City of National City's MicroPAVER database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

Our Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance the project schedule and other portions of the project such as CIP reporting, MicroPAVER training and on-call services.



Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

1. Field Attribute Data (updated and/or verified)

- ❖ From/to, indicating the assigned limits of the section, sample test areas, street name,
- ❖ Street ranking indicating local, arterial, collector, # of lanes, surface type
- ❖ Historical PCI tracking from previous inspections and 2020 PCI inspections
- ❖ Segment quantities, indicating the length, width, and total true area of the section
- ❖ Pavement segment and PCI "Variance" analysis and report
- ❖ ADT volumes (if available from previous reports or current City documents)

2. Conditional data will be evaluated for all street segments and will include:

- ❖ MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- ❖ PCI ratings (0-100), taking into account the surface condition, level of distress

We welcome staff from the City to join our surveys. All pavement data will be entered into the City's purchased licensed software (version 7); Bucknam will assist with the purchase. If the City elects to not purchase the software Bucknam will utilize their own licensed version of MicroPAVER to complete the project. All items listed above will be maintained by our staff for the duration of this project. Data management will be performed in-house at our Oceanside office.



3. Section Distress and PCI Reporting

Upon 50% and 100% completion of the required condition surveys, we will prepare draft PCI Reports and PCI GIS maps that document the conditions of all pavement segments. This report will provide the necessary information within MicroPAVER for the City to use and manipulate projected street rehabilitation and maintenance projects.

Included in the report will be updated pavement performance curves and maintenance decision models. The City and our staff will review the PCI reports to ensure that all inventory data is correct and the project is running smoothly.

Our Report that will include:

- ❖ PCI report - Sorted by Name (A to Z), PCI Order (0-100), Zone (1, 2, 3, etc.)
- ❖ Pavement segment and PCI "Variance Report"
- ❖ Graphical representation of conditions
- ❖ Condition Report Analysis for each segment
- ❖ Work history report
- ❖ GIS Maps presenting PCI finding by zone and by section

Once the City has reviewed, assessed and commented on the draft report, we will address all comments made and deliver the final reports.

Deliverable: Citywide PCI reports, compliant TransNet PCI reports, updated MicroPAVER database

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance & CIP/Budgetary Analysis

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City.

Based on the City's current AC & PCC applications, Geotech reports and other maintenance practices used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network. Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the projected five-year CIP/maintenance programs.

We will establish/update a maintenance "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within MicroPAVER based on functional class (i.e. arterial, collector, local) and age.

Our staff will review the National City's deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class. The curves will be modified based on current pavement conditions.

Project Understanding / Scope of Work



The strategies that are typically reviewed are rehabilitation and reconstruction (R&R), localized maintenance, slurry seals, and various overlay types, the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance.

All maintenance practices/unit costs will be integrated into MicroPAVER and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenues projections are made.

Our Project Manager and Principal will work closely with City in defining repair and rehabilitation strategies during each fiscal year and within each maintenance zone defined by the City's local preventative maintenance schedule. Once the repair/rehabilitation strategies have been defined, the identification of a five year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (e.g. maintain PCI in 5-years, etc.)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary recommendations that satisfy TransNet guidelines
- Future routine maintenance needs based on projected deterioration rates
- City funds, SB1, TransNet objectives in improving citywide weighted PCI

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis. A working "draft" Final Report will be generated for City staff to review. The report will include an executive summary, the PCI Report as well as draft budgetary findings and recommendations.

Deliverable: Two copies of the Draft Pavement Management Program Report

TASK 4.4: Citywide Forecasted Maintenance & CIP Reports

We will deliver the Final Report to the City which will be essential for staff reference and use as well as presented in a way that is beneficial for elected officials/upper management.

This report will assist the City in complying with TransNet.

The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team. The report will provide the City with information on:

- Current inventory and pavement conditions indices (PCI) for all road classes

Project Understanding / Scope of Work



- Projected annual rehabilitation programs for street maintenance for a 5-yr period (ARTERIAL and LOCAL Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service;
- Modeling and comparison of budget scenarios typically include:
 - Current / Actual budget 5-year projection (citywide approach)
 - Identification of annual funding to maintain current PCI after 5-years
 - Increase current PCI within 5-years
 - Gradual, Frontloaded, Constrained and Unlimited funding analysis
- Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule;
- Supporting documentation required by TransNet; and
- A detailed breakdown of deferred maintenance (backlog).

We will make a presentation of the results from the 2020 PMP update to City personal and/or City Council if necessary-pro bono.

Registered Engineer

Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

Deliverable: Two (2) bound copies of the Final Pavement PMP Report (plus one original signed by our Registered Engineer, CA No. 20903), in binder and electronic form (.pdf), will be sent to the City. Bucknam will provide one (1) DVD copy that includes all final reporting documents, MicroPAVER .e70 PMP database and GIS files.

TASK 4.5: Mapping and GIS Update

As an enhancement and proactive approach to this project, our staff will create and publish a Pavement-GIS link between MicroPAVER data and the City's Enterprise system. Bucknam will utilize the City's existing GIS centerline file as a starting point for the development of the PMP-GIS layer(s). By using the unique ID's within the PMP and the City's ESRI street shapefile ID's, we will create a one-to-one match for each pavement section in the GIS. All pavement segmentation within the PMP database will be mirrored within the National City GIS layer which will allow all pavement data to be published on the GIS layer.

Project Understanding / Scope of Work



With a completed survey and an approved Pavement Condition Report, we will update and finalize the PMP-GIS layer with relevant PCI data.

The maps described below will be incorporated into the City's Final PMP report:

- PCI values for every section;
- Work History identifications;
- 5-yr Arterial / Local Rehabilitation and Slurry Seal Programs; and
- Functional classification maps



Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS Enterprise (sample 2020 Vista-GIS PMP map above).

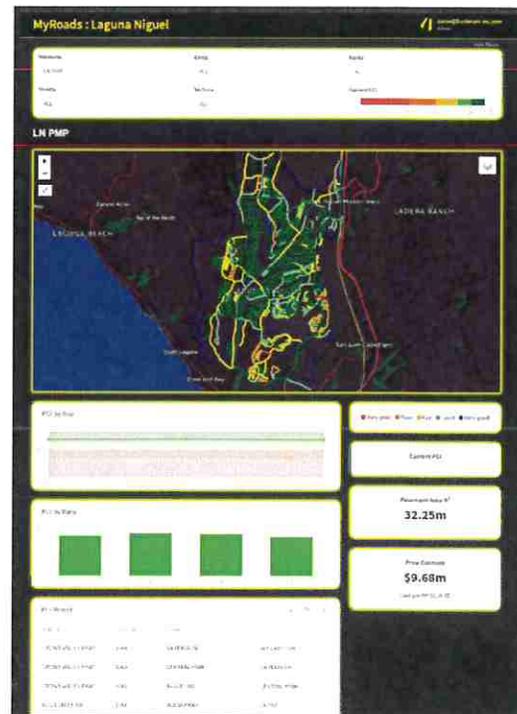
Deliverable: Complete GIS files/themes based on list above (shapefiles).

TASK 4.6: National City My Roads PMP Web-Portal

National City MyRoads Web-Portal - Bucknam now provides all our PMP clients with a unique and agency driven "MyRoads" web-portal that provides instantaneous access to your pavement management database.

This "dashboard" allows users to toggle through individual sections via GIS mapping or queries, zone selection, rank selection, etc. to review all section metrics, latest/previous inspections, work histories generate filtered PCI reports and identify potential maintenance costs based upon your unique needs.

Bucknam has shown to the right the current "My Roads" actively working! This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the National City PMP database the My Roads dataset is changed to reflect work history edits, PCI inspections and section changes.



Project Understanding / Scope of Work



In summary, MyRoads allows the user perform the following dynamic functions:

- Query for a specific pavement segment to view its inspection PCI, work history and inspection history on one dashboard;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Displays all final GIS project maps (PCI, work history, 10-yr forecasted maintenance, etc.)

TASK 4.7: MicroPAVER / My Roads Training

With PMP software use being one of the key components to a successful PMP implementation, we will provide City staff with quality, certified training and the necessary skills needed to maintain the PMP. Bucknam will provide City staff with all collected pavement/GIS data, as well as updated operation manuals for both field data collection and software use. Based on the number of future users, our staff will deliver as many copies as needed by City staff to facilitate the program.

Peter Bucknam, who is certified in the use of MicroPAVER, will conduct comprehensive multi-day training sessions covering implementation, interfacing with the system, PMP methodologies, field survey practices, PCI calculations, budget needs analysis and editing/updating the database. This is estimated to consist of a minimum of 8 hours of training.

Training typically involves one (1) day of training on the PMP software and GIS linkages. There is no minimum or maximum amount of people that can be trained under this methodology. We can train one key individual or an entire classroom using a City training facility pending on your needs; the intent of this training is to empower and allow City staff to continue updating the PMP database on their own after this project is completed.

TASK 4.8: As-Needed PMP – GIS Services

Pavement Management Program Support

With the City implementing a biennial PMP management schedule Bucknam will provide annual PMP support that will cover data previously submitted by our staff. If additional services outside the identified scope of work above are requested Bucknam will provide timely and proactive services to the City. Additional As-Needed services typically include:

- Additional budget scenarios, general reporting, deterioration studies;
- Additional visual inspections above the mileage amount indicated in Task 4.2;
- Additional pavement management – GIS mapping;
- Additional MicroPAVER/MyRoads training, operation use; and

Project Understanding / Scope of Work



If requested, Bucknam will assess and review the City's upcoming maintenance schedule for that fiscal year. The agreement will continue to include the provision of onsite and telephone support for the City staff.

GIS Management Program Support

Additionally, Bucknam will provide GIS Contract services through our GIS Manager and GIS Analyst staff. Our support will enhance and proactively complete the City's on-going GIS implementation, Public Works data development, survey and management.

- Implementation of Public Works GIS Enterprise solutions / Infrastructure Management GIS solutions
- GPS surveys, GIS layer development, GIS digitization



SIGN ASSESSMENT AND CONDITION INVENTORY

TASK 4.9: Sign / Curb Marking Inventory

(Includes Street Signs – Warning, Regulatory, Guide and City Specialty Signs)

Our staff will utilize the existing street / pavement database and GIS centerline layers to define what streets will be surveyed (public/private); the inspection of approximately 111 miles of streets will be performed (Arterial, Locals and Alleys). In reviewing the traffic control inventory data provided by City staff, we are approximating that a total of 5,500 (+/- 1,000) signs are currently located throughout the City.

Through our discussions with City staff we have indicated that we will provide the following assessment/condition inventories:

- Perform a Sign Inventory based upon previous 5,500 locations to ensure data accuracy, reliability and use;
 - a. Survey will include all Warning, Regulator, Guide and City Specialty signs
 - b. Identify and locate additional signs not recorded in FY 2012
 - c. Verify / Correct existing sign location data

Bucknam will perform a digital roadway imaging effort (Lambda Tech's GPS Vision) within the designated grid schedule/areas that captures public street images through bi-directional surveys). This effort will not only allow the baseline sign survey to be completed but will enable the City to perform future inventories for additional street & right-of-way traffic control assets, utilities and other key ROW elements for this project with only one survey (i.e., street striping, catch basins, manholes, curb markings, etc.). All digital imagery becomes property of the City. Bucknam will utilize internal "Feature Extraction" software to view the digital images and collect the defined traffic control assets listed under this task.



The quality of the imagery and its GIS / record collecting capabilities within the software allows the technician to accurately identify the required sign/traffic control locations defined (X, Y, Z coordinate, height, size, etc.).

The in-house data assessment/condition inventories will be performed by the *Bucknam* team that is experienced and trained in using LambdaTech's "Feature Extraction" software.

Definition of Sign & Curb Marking Attributes

Bucknam will be required to inventory specific sign and traffic control data; we have included below the typical sign and traffic control attributes collected during our surveys.

Project Understanding / Scope of Work

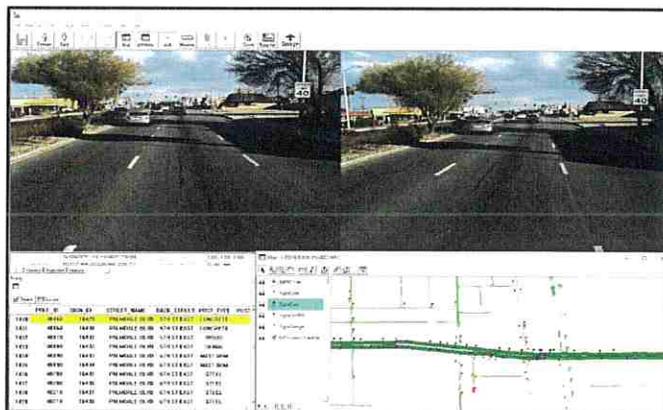


Our Project Manager will work with Mr. Luca Zappiello in defining what attributes will be collected and associated with each sign and traffic control device location. These attributes typically include:

- ❖ **Street Sign / Curb Marking Inventory**
 - Warning, regulation and guide signs will be collected
 - Emphasis on time-restrictive parking signs
 - Street name signs will be collected (if required)
 - Sign ID and # of signs
 - MUTCD unique code
 - Sign text, size and height
 - Pole ID, Post type, post count, cluster (grouping)
 - Street name, cross street, street side
 - Condition (Poor, Fair, Good)
 - Standardized comments (missing sign, bent pole, etc.)
 - Curb Markings (blue, red, yellow, green and white)

Prior to survey, Bucknam will verify sign attributes with City staff. Each asset location will be represented with a GPS point based on the assets definition. All inspection data is captured within the Feature Extraction software and exported to ESRI GIS Enterprise software for quality control and review. All data collected can easily be imported into Excel and ESRI Collector / ArcGIS Online software's (CPU and field collectors).

As stated above, we perform quality control in order to ensure that sign and curb marking locations are being displayed properly within the City's GIS environment. We will make sure that all sign and traffic control elements are projected with the proper coordinate and projection system; the City's street centerline and parcel layer will be used for this effort. Weekly quality control is performed and our results are submitted to the City every two weeks.



The figure above demonstrates the Feature Extraction software and tools that our technicians use to collect the project data

Project Understanding / Scope of Work



As stated, all data collected through the Feature Extraction software will be exported to a sign database for management review and eventual delivery to the City. Initially, all sign and traffic control data will reside within a MS Excel database and GIS shapefiles for City use.

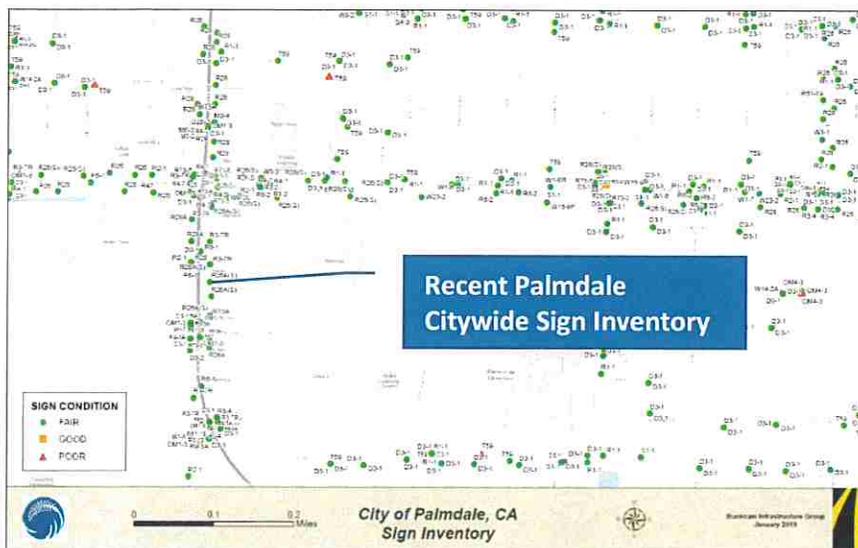
It is our understanding the City is currently managing their GIS through ESRI Flexviewer, Bucknam will provide the updated traffic control sign data to the City in the proper format to ensure its validity and use. This will be completed by working with current GIS/IT staff.

TASK 4.10: GIS Integration of Sign / Curb Marking Assets

Once data collection efforts are completed, we will generate the following GIS integration and mapping/reporting deliverables for the City's review and approval:

- ❖ Sign inventory report (Excel) demonstrating all signs that were located along with their associated attribute data
 - Sign inventory GIS map demonstrating all signs that were located
 - Sign condition map
 - Sign type (warning, regulation, guide and specialty)
 - Sign Map Atlas Book
- ❖ Electronic data delivery final MS Office and GIS file data associated with project;
- ❖ We will coordinate electronic data delivery with Public Works and GIS staff to ensure that all GIS mapping is projecting properly within the ESRI GIS Enterprise environment;
- ❖ Bucknam will provide Executive Summary reports and associated spreadsheet reports specific to the asset types assessed and collected

Deliverable: Final GIS files and associated project files, Executive Summary reports



Project Understanding / Scope of Work



TASK 4.11: Catch Basin Inventory

Per the request of the City Bucknam will utilize the digital roadway imaging to perform a citywide catch basin inventory along the City's public streets and right-of-ways. Utilizing the City's existing asset GIS data layers, Bucknam will verify or correct hydrant/catch basin GPS point locations. Bucknam will collect the following attributes for this asset:

Catch Basins (approximately 900 assets)

- GPS coordinate (X,Y)
- Asset ID
- Street name
- Type (curb inlet, grate inlet)

Once the inventories are complete, Bucknam will prepare map documents, digital delivery documents and summary reports that represent our findings. These GIS assets will be published within the City's GIS Enterprise through Bucknam / City IT coordination.

Project Understanding / Scope of Work



Proposed Fee

Pavement Management Task Items 1 through 4.8 can be accomplished on a time and materials not to exceed basis in accordance with the standard hourly rate schedule attached. Our anticipated fee including labor and reimbursable expenses is projected to be \$39,928 for a five-month period.

Sign Inventory / Curb Marking Task Items 4.9 through 4.10 can be accomplished on a time and materials not to exceed basis in accordance with the standard hourly rate schedule attached. Our anticipated fee including labor and reimbursable expenses is projected to be \$55,942 for a five-month period.

Catch Basin Task Item 4.11 can be accomplished on a time and materials not to exceed basis in accordance with the standard hourly rate schedule attached. Our anticipated fee including labor and reimbursable expenses is projected to be \$4,050 for a five-month period.

Should the City desire to increase the service level above the hours outlined above for the Task items 1 through 4 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties. We have included our fee schedule below for the City consideration.

We have included a detailed proposed fee matrix on the following page for the City's consideration. All tasks are negotiable.

Project Understanding / Scope of Work



	Description	Principal	Project Manager	GIS Analyst	Field Technician(s)	Admin	Total by Task
	2020-21 Pavement Base Fee	\$295/hr	\$185/hr	\$145/hr	\$92/hr	\$80/hr	
Task 1	Project Implementation						
Task 1.1	Project Kickoff		2	1			\$515
Task 1.2	Project Status Meetings - Quality Control	1	2	1	18		\$2,466
Task 2	Client Satisfaction						
Task 2.1	Project Deliverables		2			1	\$450
Task 3	Project Schedule						
Task 3.1	Work Flow / Project Schedule		2	2			\$660
Task 4	Scope of Work						
Task 4.1	MicroPAVER PMP Implementation / Update Work History		1	4	26		\$3,157
Task 4.2	Pavement Condition Survey (approx. 111 miles) - Includes 103 miles of Arterials and Locals - Includes 8 miles of Alleys		6	6	178		\$18,356
Task 4.3	Maintenacne & CIP / Budgetary Analysis		4				\$740
Task 4.4	Citywide Forecasted Maintenance & CIP Reports	1	24	6		1	\$5,685
Task 4.5	Mapping and GIS Update		3	16	6		\$3,427
Task 4.6	National City My Roads PMP Web-Portal						\$1,500
Task 4.7	MicroPAVER/My Roads Training		2		6		\$922
Task 4.8	As-Needed PMP - GIS Services (Annual) Reimbursables (mileage, printing, materials)						T&M \$2,050
	Total Hours per Staff	2	48	36	234	2	
	2020-21 Total Pavement Base Fee	\$ 590	\$ 8,880	\$ 5,220	\$ 21,528	\$ 160	\$39,928
	2019 Sign / Curb Marking Inventory Base Fee	\$250/hr	\$185/hr	\$145/hr	\$92/hr	\$80/hr	Total by Task
Task 4.9	Traffic Control Sign Inventory - Digital Roadway Imaging (111 miles) - Sign Inventory (approximately 5,500 signs) - Curb Marking Inventory (approximately 2,500 locations)						\$13,900 \$24,400 \$11,400
Task 4.10	GIS Integration of Sign / Curb Marking Assets Reimbursables (mileage, printing, materials)		12	16	6		\$5,092 \$1,150
	2020-21 Total Sign Inventory Base Fee						\$55,942
	2020 Catch Basin Inventory Base Fee	\$250/hr	\$185/hr	\$145/hr	\$92/hr	\$80/hr	Total by Task
Task 4.11	Catch Basin Inventory - Catch Basin Survey (approx. 900 locations)						\$4,050
	2020-21 Total Catch Basin Inventory Base Fee						\$4,050
	2020-21 Optional Services						
	Purchase of MicroPAVER software (if necessary)						\$1,150
	All Tasks are negotiable						
	All deliverables will become property of the City of National City						
	2020-21 Total Base Fee (All Efforts Combined)						\$99,920
	Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.						

Project Understanding / Scope of Work



Standard Hourly Rate Schedule

<i>Category</i>	<i>Rate</i>
Principal	\$ 295
Senior Project Manager	215
Senior Engineer / Planner	195
Construction Manager	190
Pavement Management / GIS Project Manager	185
Management Analyst	165
Project Engineer / Planner	155
Engineer / Senior Technician / Sr. GIS Analyst / Senior Inspector	145
Assistant Engineer / Technician / GIS Analyst / Inspector	135
CADD Operator	120
Administrative Assistant	105
Field / GIS Technician	92
Clerical / Word Processing	80
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$ 0.67/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%



3548 Seagate Way, Suite 230
 Oceanside, CA 92056
 T: (760) 216-6529
www.bucknam-inc.com

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BUCKNAM INFRASTRUCTURE GROUP, INC. FOR PAVEMENT – TRAFFIC CONTROL MANAGEMENT PROGRAM SERVICES, EFFECTIVE DECEMBER 1, 2020 UNTIL NOVEMBER 30, 2021, FOR AN AMOUNT NOT-TO-EXCEED \$99,920.00 BY PIGGYBACKING ONTO THE CITY OF SOUTH PASADENA’S PROFESSIONAL SERVICES CONTRACT

WHEREAS, on October 16, 2012, the City of National City (“City”) entered into an agreement with Bucknam Infrastructure Group, Inc., (Bucknam) to create a Pavement Management Program and perform a street sign inventory; and

WHEREAS, the City’s Engineering and Public Works Department desires to enter in a new agreement with Bucknam and use a “Piggyback Contract” that Bucknam has with the City of South Pasadena in order to update the current Pavement – Traffic Control Management Program Services; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City’s procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, the City’s Purchasing staff has confirmed that the City of South Pasadena’s Public Works Department’s contract with Bucknam was obtained through a Request for Proposal (RFP), and that the State of California Department of General Services procurement procedures are in substantial compliance with those of the City; and

WHEREAS, City staff recommends that City Council authorize the Mayor to execute an Agreement with Bucknam in order to update the current Pavement – Traffic Control Management Program Services, effective December 1, 2020 until November 30, 2021, for an amount not-to-exceed \$99,920.00 by utilizing a “Piggyback Contract” onto the City of South Pasadena’s Professional Services Contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the Purchasing agent’s determination that the City of South Pasadena’s Public Works Department’s contract with Bucknam was competitively bid through a RFP process, and that the State of California Department of General Services procurement procedures are in substantial compliance with those the City.

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///
///

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby waives the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and hereby authorizes the Mayor to execute an Agreement with Bucknam for Pavement – Traffic Control Management Program Services, effective December 1, 2020 until November 30, 2021, for an amount not-to-exceed \$99,920.00 by utilizing a “Piggyback Contract” onto the City of South Pasadena’s Professional Services Contract.

PASSED and ADOPTED this 17th day of November 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., 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 removal of 92 feet of angled parking to be replaced with parallel parking on the east side of Highland Avenue, adjacent to 804 Melrose Street to enhance street safety \(TSC No. 2020-16\). \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the removal of 92 feet of angled parking and replace with parallel parking on the east side of Highland Avenue, adjacent to 804 Melrose Street to enhance street safety (TSC No. 2020-16).

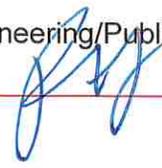
PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

C.H.

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: _____



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

| N/A |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing the removal of angled parking and replace with parallel parking on the east side of Highland Avenue, adjacent to 804 Melrose Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on October 14, 2020, the Traffic Safety Committee approved staff's recommendation to remove angled parking and replace with parallel parking on the east side of Highland Avenue, adjacent to 804 Melrose Street.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on October 14, 2020 (TSC No. 2020-16)
3. Resolution

EXPLANATION

An area resident has requested to remove the existing angled parking on Highland Avenue, adjacent to 804 Melrose Street, and replace with parallel parking, in order to enhance safety at the street.

Staff performed a site evaluation. The requested area is located on the east side of Highland Avenue, adjacent to 804 Melrose Street. There are currently seven (7) angled parking spaces. The posted speed limit on Highland Avenue is 30 mph. The property with address 804 Melrose Street, is located adjacent to these angled parking spaces, below street level. According to the resident, there have been many accidents of vehicles crashing on the east side of Highland Avenue, onto the fence separating the residence from the public right of way.

Staff recommends to replace the existing angled parking with parallel parking on the east side of Highland Avenue, in order to enhance safety at the street. Staff also recommends to remove the existing red curb section, adjacent to the angled parking spaces, in order to accommodate additional parallel parking spaces. The installation of parallel parking will accommodate six (6) parking spaces.

Staff also reviewed the traffic collision history for this location, which confirmed there were ten (10) "reported" traffic collision within the past four years. The NCPD report shows that several of these crashes were due to a DUI Alcohol violation (CVC 23152A). See attachment traffic collision summary table.

This item was presented to the Traffic Safety Committee on October 14, 2020. Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to remove the angled parking and replace with parallel parking on the east side of Highland Avenue, adjacent to 804 Melrose Street.

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

Location Map with Recommended Enhancements (TSC Item: 2020-16)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 14, 2020**

ITEM NO. 2020-16

ITEM TITLE: REQUEST TO REMOVE 92 FEET OF ANGLED PARKING AND REPLACE WITH PARALLEL PARKING ON THE EAST SIDE OF HIGHLAND AVENUE, ADJACENT TO 804 MELROSE STREET.

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

DISCUSSION:

An area resident has requested to remove the existing angled parking on Highland Avenue, adjacent to 804 Melrose Street, and replace with parallel parking, in order to enhance safety at the street.

Staff performed a site evaluation. The requested area is located on the east side of Highland Avenue, adjacent to 804 Melrose Street. There are currently seven (7) angled parking spaces. The posted speed limit on Highland Avenue is 30 mph. The property with address 804 Melrose Street, is located adjacent to these angled parking spaces, below street level. According to the resident, there have been many accidents of vehicles crashing on the east side of Highland Avenue, onto the fence separating the residence from the public right of way.

Staff recommends to replace the existing angled parking with parallel parking on the east side of Highland Avenue, in order to enhance safety at the street. Staff also recommends to remove the existing red curb section, adjacent to the angled parking spaces, in order to accommodate additional parallel parking spaces. The installation of parallel parking will accommodate six (6) parking spaces.

Staff also reviewed the traffic collision history for this location, which confirmed there were ten (10) "reported" traffic collision within the past four years. The NCPD report shows that several of these crashes were due to a DUI Alcohol violation (CVC 23152A). See attachment traffic collision summary table.

STAFF RECOMMENDATION:

Based on the evaluation of the existing conditions, staff recommends to remove the existing angled parking and replace with parallel parking on the east side of Highland Avenue, adjacent to 804 Melrose Street, in order to enhance safety at the street. This will result in the loss of one (1) on-street parking space.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos
5. Traffic Collision History



PUBLIC REQUEST FORM

Contact Information

Name:	<u>Anonymous</u>
Address:	<u>804 Melrose Street</u>
Phone:	_____
Email:	_____

Request Information

Location:	<u>Highland Ave & Melrose St</u>
Request:	<u>Several car accidents colliding onto fence of 804 Melrose Street facing Highland Avenue. House is located below street level.</u>
Attachments:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Description:	_____

Internal Use Only:

Request Received By:	_____	Date:	_____			
Received via:	<input type="checkbox"/> Counter/In-Person	<input type="checkbox"/> Telephone	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Referral:	_____
Assigned To:	_____					
Notes:	_____					



October 7, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-16

REQUEST TO REMOVE 92 FEET OF ANGLED PARKING AND REPLACE WITH PARALLEL PARKING ON THE EAST SIDE OF HIGHLAND AVENUE, ADJACENT TO 804 MELROSE STREET.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, October 14, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/97513738674?pwd=NTVUYkx1N2VGVURRMzJlVTFRRi9rdz09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 975 1373 8674

Password: 079585

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-16.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:ch

Enclosure: Location Map

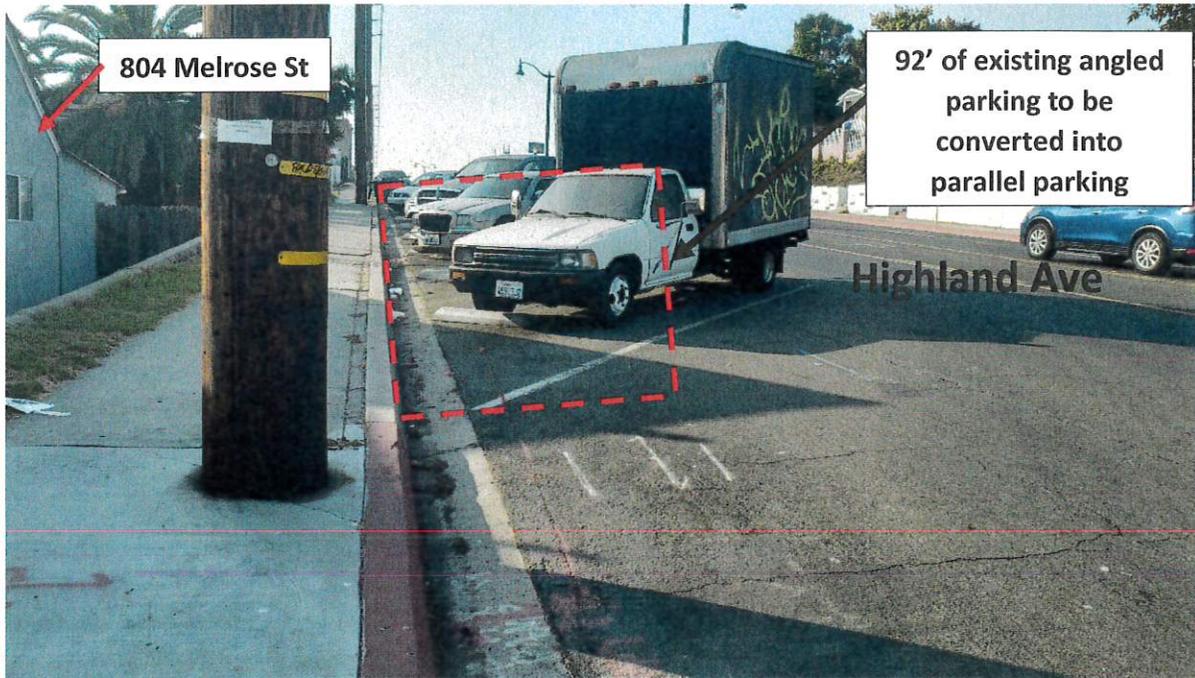
2020-16

Location Map with Recommended Enhancements (TSC Item: 2020-16)





Location of proposed change from angled to parallel parking on Highland (looking north)



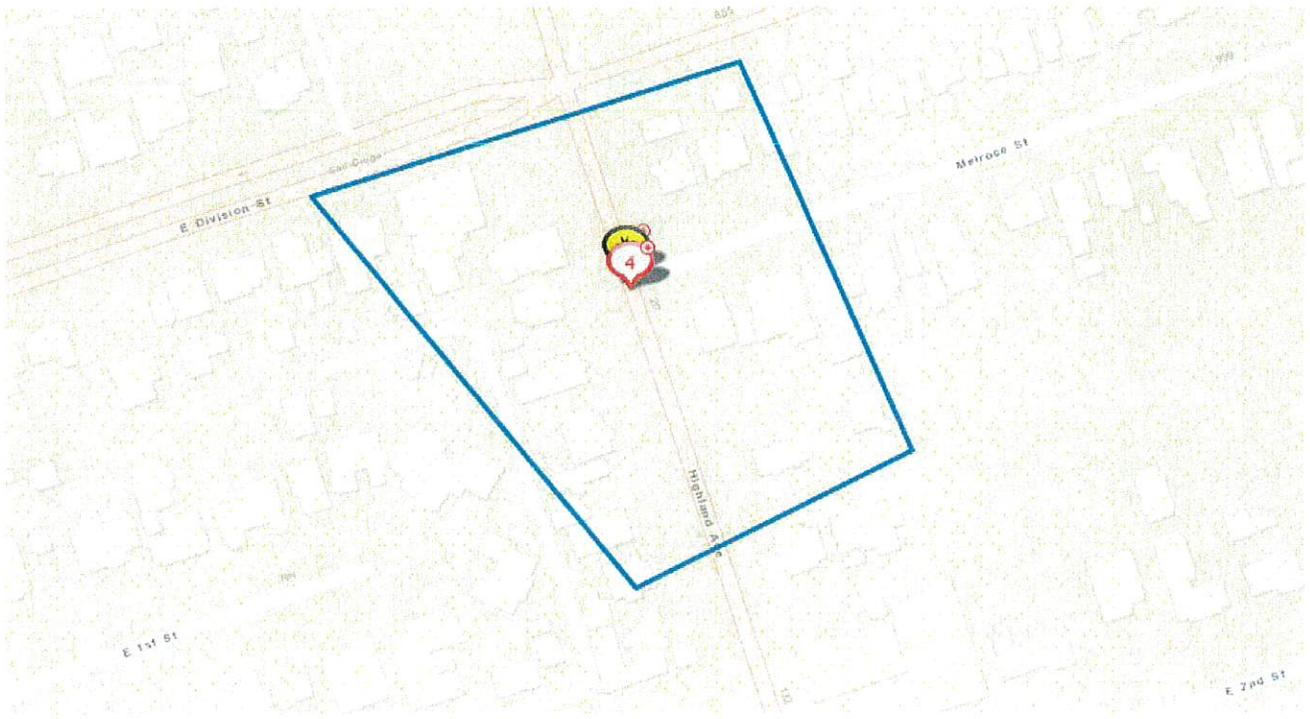
Location of proposed change from angled to parallel parking on Highland (looking south)

Traffic Collision History (NCPD Records Division)

From September 28, 2016 – September 28, 2020, there were ten (10) traffic collision on the intersection of Highland Avenue & Melrose Street.

AGENCY	ACTIVITY NUMBER	DATE	VIOLATION CODE	VIOLATION DESCRIPTION	ADDRESS	INJURY FLAG	NUMBER INJURED	NUMBER KILLED	HIT & RUN FLAG	PEDESTRIAN RELATED	CHARGE LEVEL
NATIONAL CITY	2003567	7/3/2020 22:30	VC 23152B	DUI ALC/0.08 PERCENT (M)	HIGHLAND AVENUE & MELROSE STREET, NC, 91950	N	0	0	N	N	MISDEMEANOR
NATIONAL CITY	1606571	11/30/2016 14:50	VC 22107	TURNING MOVEMENTS AND REQUIRED SIGNALS	HIGHLAND AVENUE & MELROSE STREET, NC, 91950	N	0	0	N	N	INFRACTION
NATIONAL CITY	2003292	6/22/2020 0:05	VC 23152B	DUI ALC/0.08 PERCENT (M)	100 HIGHLAND AVENUE, NC, 91950	N	0	0	Y	N	MISDEMEANOR
NATIONAL CITY	1703639	7/8/2017 2:09	VC 22350	UNSAFE SPEED (BASIC SPEED LAW) (I)	100 HIGHLAND AVENUE, NC, 91950	N	0	0	Y	N	INFRACTION
NATIONAL CITY	2003441	6/29/2020 3:06	VC 22107	URNS:UNSAFE TURN AND/OR NO TURN SIGNAL (I)	100 HIGHLAND AVENUE, NC, 91950	N	0	0	N	N	INFRACTION

NATIONAL CITY	1906305	11/29/2019 0:03	VC MISC-HAZ	MISCELLANEOUS HAZARDOUS VIOLATIONS OF THE VEHICLE CODE	100 HIGHLAND AVENUE, NC, 91950	N	0	0	Y	N	INFRACTION
NATIONAL CITY	1701064	2/24/2017 11:00	VC 23152B	DUI ALCOHOL 0.08 PERCENT	HIGHLAND AVENUE & MELROSE STREET, NC,	Y	2	0	N	N	MISDEMEANOR
NATIONAL CITY	1904220	8/9/2019 4:14	VC 22107	URNS:UNSAFE TURN AND/OR NO TURN SIGNAL (I)	100 HIGHLAND AVENUE, NC, 91950	N	0	0	N	N	INFRACTION
NATIONAL CITY	1702750	5/23/2017 10:16	VC 21460.5C	LEFT TURN LANE	HIGHLAND AVENUE & MELROSE STREET, NC,	Y	1	0	N	N	INFRACTION
NATIONAL CITY	1800096	1/6/2018 1:04	VC 23152A	DUI ALCOHOL (M)	100 HIGHLAND AVENUE, NC, 91950	Y	1	0	Y	N	MISDEMEANOR



RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE REMOVAL OF NINETY-TWO (92) FEET OF EXISTING ANGLED PARKING AND THE EXISTING RED CURB ON THE EAST SIDE OF HIGHLAND AVENUE, ADJACENT TO 804 MELROSE STREET, AND IT BE REPLACED WITH PARALLEL PARKING, TO ENHANCE STREET SAFETY (TSC NO. 2020-16)

WHEREAS, an area resident has requested to remove the existing angled parking on Highland Avenue, adjacent to 804 Melrose Street, and replace with parallel parking, in order to enhance safety at the street; and

WHEREAS, City of National City staff confirmed that the area is located on the east side of Highland Avenue, adjacent to 804 Melrose Street and that there's currently seven (7) angled parking spaces; and

WHEREAS, City of National City staff recommend replacing the existing angled parking with parallel parking on the east side of Highland Avenue, adjacent to 804 Melrose Street, in order to enhance safety at the street; and

WHEREAS, City of National City staff recommend removal of the existing red curb section, adjacent to the angled parking spaces, in order to accommodate additional six (6) parallel parking spaces; and

WHEREAS, City of National City staff also reviewed the traffic collision history for this location, which confirmed there were ten (10) "reported" traffic collision within the past four years; and

WHEREAS, on October 14, 2020, the Traffic Safety Committee voted unanimously to approve City staff's recommendation (1) to replace the existing angled parking with parallel parking and (2) to remove the existing red curb section on the east side of Highland Avenue, adjacent to 804 Melrose Street, in order to accommodate additional six (6) parallel parking spaces and to enhance safety at the street.

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the removal of ninety-two (92) feet of existing angled parking and the existing red curb on the east side of Highland Avenue, adjacent to 804 Melrose Street, in order to accommodate additional six (6) parallel parking spaces and to enhance safety at the street.

PASSED and ADOPTED this 17th day of November, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of “No Truck Parking” signage on the east side of Roosevelt Avenue, between West 8th Street and West Plaza Blvd, to increase parking turnover for customers and employees of the nearby businesses, and to enhance street safety \(TSC No. 2020-17\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.

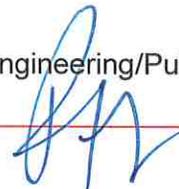
ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of "No Truck Parking" signage on the east side of Roosevelt Avenue, between W. 8th Street and W. Plaza Blvd, to increase parking turnover for customers and employees of the nearby businesses, and to enhance street safety (TSC No. 2020-17).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of "No Truck Parking" signage on the east side of Roosevelt Avenue, between W. 8th Street and W. Plaza Blvd, to increase parking turnover for customers and employees of the nearby businesses, and to enhance safety at the street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on October 14, 2020, the Traffic Safety Committee approved staff's recommendation to install "No Truck Parking" signage on the east side of Roosevelt Avenue, between W. 8th Street and W. Plaza Blvd.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on October 14, 2020 (TSC No. 2020-17)
3. Resolution

EXPLANATION

The City's Parking Enforcement has requested the installation of "No Truck Parking" signage on the east side of Roosevelt Avenue, between W. Plaza Blvd and W. 8th Street. Parking Enforcement stated that commercial vehicles park at this location very often and use up the available on-street parking and have damaged the existing street lights along Roosevelt Avenue.

Parking Enforcement also stated that they have received several complaints from the nearby businesses of the impacted parking on Roosevelt Avenue due to several commercial vehicles parking on the street during the day and night and that the installation of "No Truck Parking" signs would discourage trucks, semi-trucks, and/or trailers from parking adjacent to the businesses.

Staff visited the site and verified that Roosevelt Avenue is located in a mixed area with commercial businesses and residences and that commercial vehicles do park on both sides of Roosevelt Avenue. The on-street parking spaces are currently 2-hour time-restricted on the west side of Roosevelt Avenue and no time-restriction on the east side of the street. Staff also observed that the adjacent businesses do not have sufficient off-street parking for their customers and employees. Furthermore, it should be noted that staff is evaluating opportunities to relocate truck parking to more desirable locations and/or establish truck permit parking programs to minimize impacts to residents and businesses.

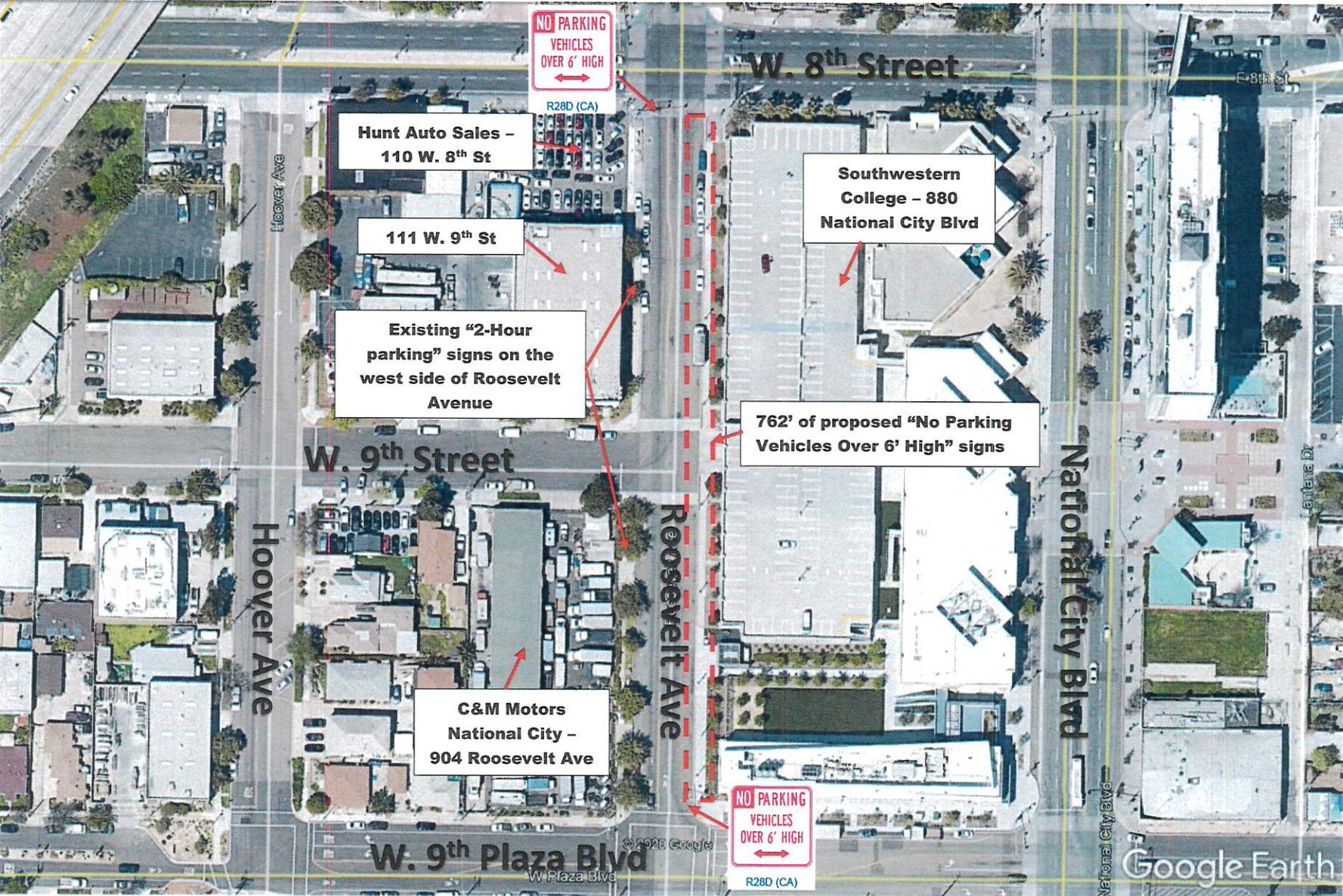
Staff measured the amount of parking available on the east side of Roosevelt Avenue between W. Plaza Blvd and W. 8th Street, adjacent to the businesses. In total there are approximately 424 feet of on-street parallel parking spaces available for twenty one (21) vehicles.

In addition, City Council adopted the Downtown Parking Action Plan on June 2017, which includes locations for oversized vehicle parking prohibitions. Roosevelt Avenue, between W. 8th Street and E. Plaza Blvd, is included as part of the prohibited locations for oversized vehicles.

This item was presented to the Traffic Safety Committee on October 14, 2020. Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install "No Truck Parking" signage on the east side of Roosevelt Avenue, between W. 8th Street and W. Plaza Blvd.

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

Location Map with Proposed Enhancements (TSC Item: 2020-17)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 14, 2020**

ITEM NO. 2020-17

ITEM TITLE: REQUEST TO INSTALL "NO TRUCK PARKING" SIGNAGE ON THE EAST SIDE OF ROOSEVELT AVENUE, BETWEEN W. 8TH STREET AND W. PLAZA BLVD, TO INCREASE PARKING TURNOVER FOR CUSTOMERS AND EMPLOYEES OF THE NEARBY BUSINESSES, AND TO ENHANCE SAFETY AT THE STREET.

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

DISCUSSION:

The City's Parking Enforcement, has requested the installation of "No Truck Parking" signage on the east side of Roosevelt Avenue, between W. Plaza Blvd and W. 8th Street. Parking Enforcement stated that commercial vehicles park very often and use up the available on-street parking and have damaged the existing street lights along Roosevelt Avenue.

Parking enforcement also stated that they have received several complaints from the nearby businesses of the impacted parking on Roosevelt Avenue, due to several commercial vehicles parking on the street during the day and night, and that the installation of "No Truck Parking" signs would discourage trucks, semi-trucks and/or trailers from parking adjacent to the businesses.

Staff visited the site and verified that Roosevelt Avenue is located in a mixed area with commercial businesses and residences, and that commercial vehicles do park on both sides of Roosevelt Avenue. The on-street parking spaces are currently 2-hour time-restricted on the west side of Roosevelt Avenue and no time-restriction on the east side of the street. Staff also observed that the adjacent businesses do not have sufficient off-street parking for their customers and employees. Furthermore, it should be noted that staff is evaluating opportunities to relocate truck parking to more desirable locations and/or establish truck permit parking programs to minimize impacts to residents and businesses.

Staff measured the amount of parking available on the east side of Roosevelt Avenue between W. Plaza Blvd and W. 8th Street, adjacent to the businesses. In total, there are approximately 424 feet of on-street parallel parking spaces available for twenty one (21) vehicles.

In addition, City Council adopted the Downtown Parking Action Plan on June 2017, which includes locations for oversized vehicle parking prohibitions. Roosevelt Avenue, between W. 8th Street and E. Plaza Blvd, is included as part of the prohibited locations for oversized vehicles.

STAFF RECOMMENDATION:

Staff recommends the installation of 424 feet of "No Parking Vehicles Over 6' High" signs (R28D) on the east side of Roosevelt Avenue, between W. Plaza Blvd and W. 8th Street, in accordance with the Downtown Parking Action Plan, in order to provide on-street parking for customers and employees of the nearby businesses, and to discourage semi-trucks from parking in this area.

EXHIBITS:

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

2020-17



PUBLIC REQUEST FORM

Contact Information

Name: Parking Enforcement

Address: _____

Phone: _____ Email: _____

Request Information

Location: Roosevelt Ave, between W. Plaza Blvd & W. 8th St

Request: Commercial vehicles parking along side of Roosevelt Avenue, causing damage to City street lights. Requesting site evaluation and installation of "No Truck Parking" signs.

Attachments: Yes No Description: _____

Internal Use Only:

Request Received By: _____ Date: _____

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

Assigned To: _____

Notes: _____



October 7, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-17

REQUEST TO INSTALL 424 FEET OF "NO TRUCK PARKING" SIGNAGE ON THE EAST SIDE OF ROOSEVELT AVENUE, BETWEEN W. 8TH STREET AND W. PLAZA BLVD, TO INCREASE PARKING FOR CUSTOMERS AND EMPLOYEES OF THE NEARBY BUSINESSES.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, October 14, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/97513738674?pwd=NTVUYkx1N2VGVURRMzJlVTFRRi9rdz09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 975 1373 8674

Password: 079585

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-17.

Sincerely,

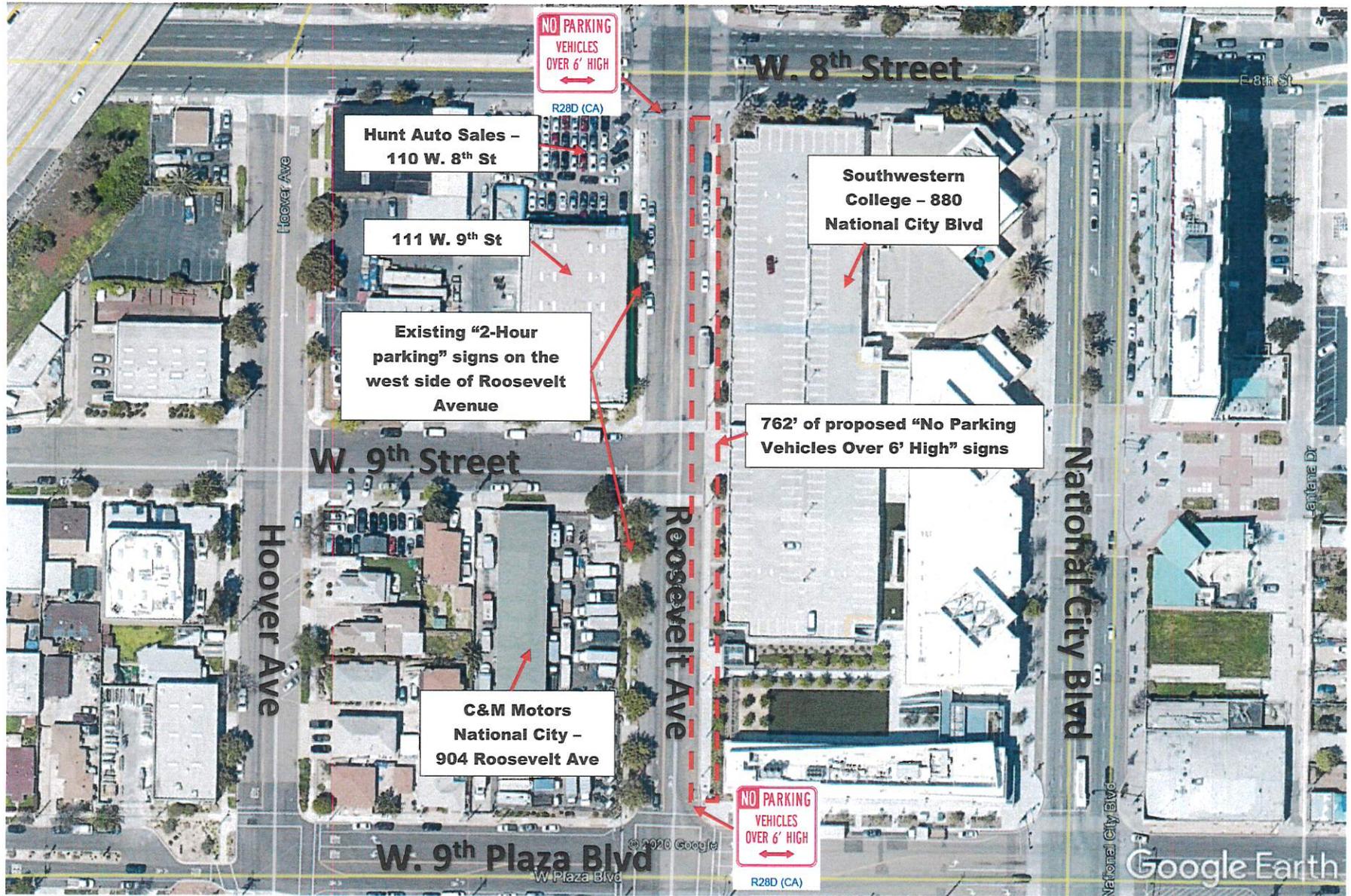
Roberto Yano, P.E.
City Engineer/Director of Public Works

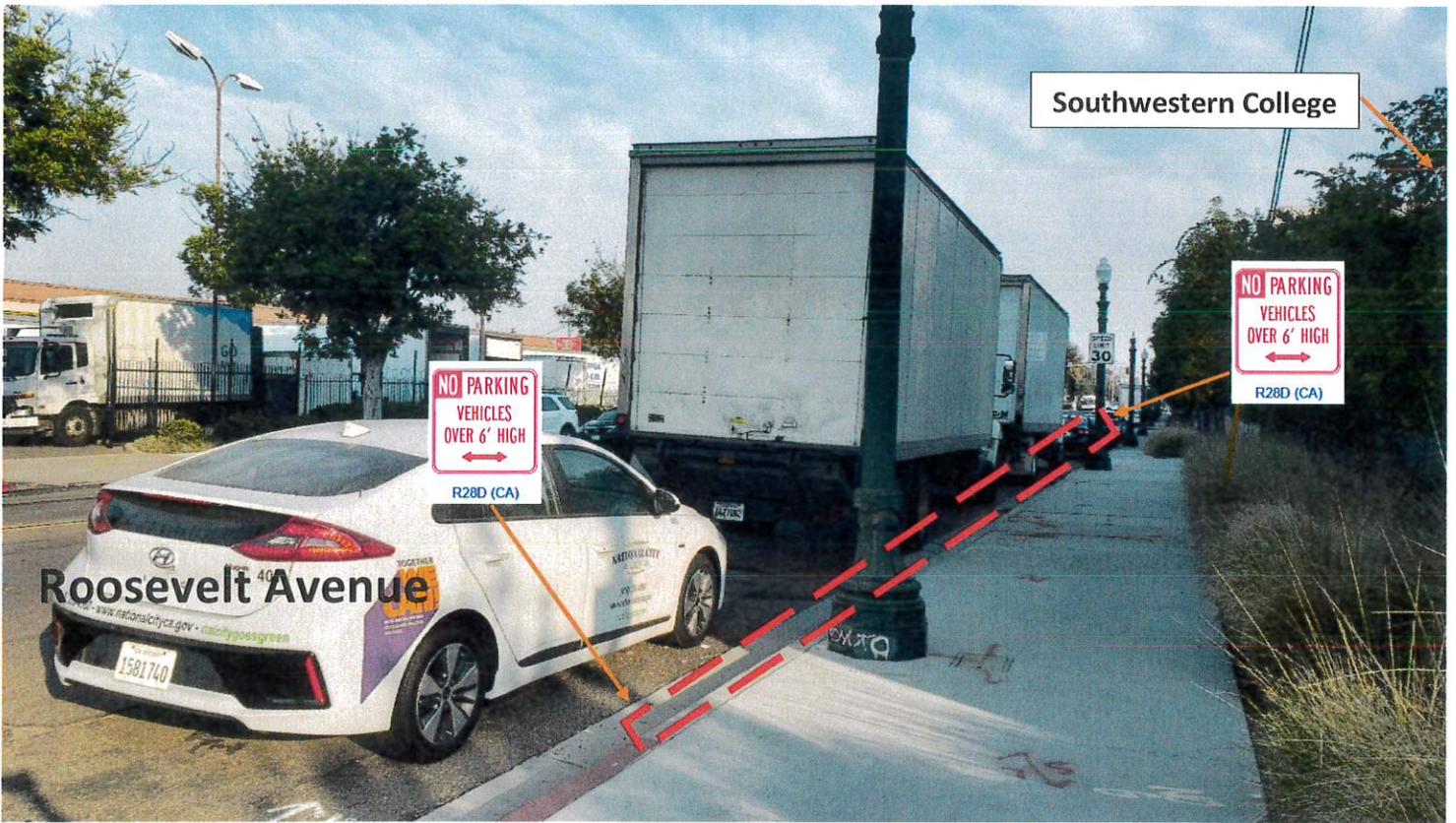
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Enclosure: Location Map

2020-17

Location Map with Proposed Enhancements (TSC Item: 2020-17)

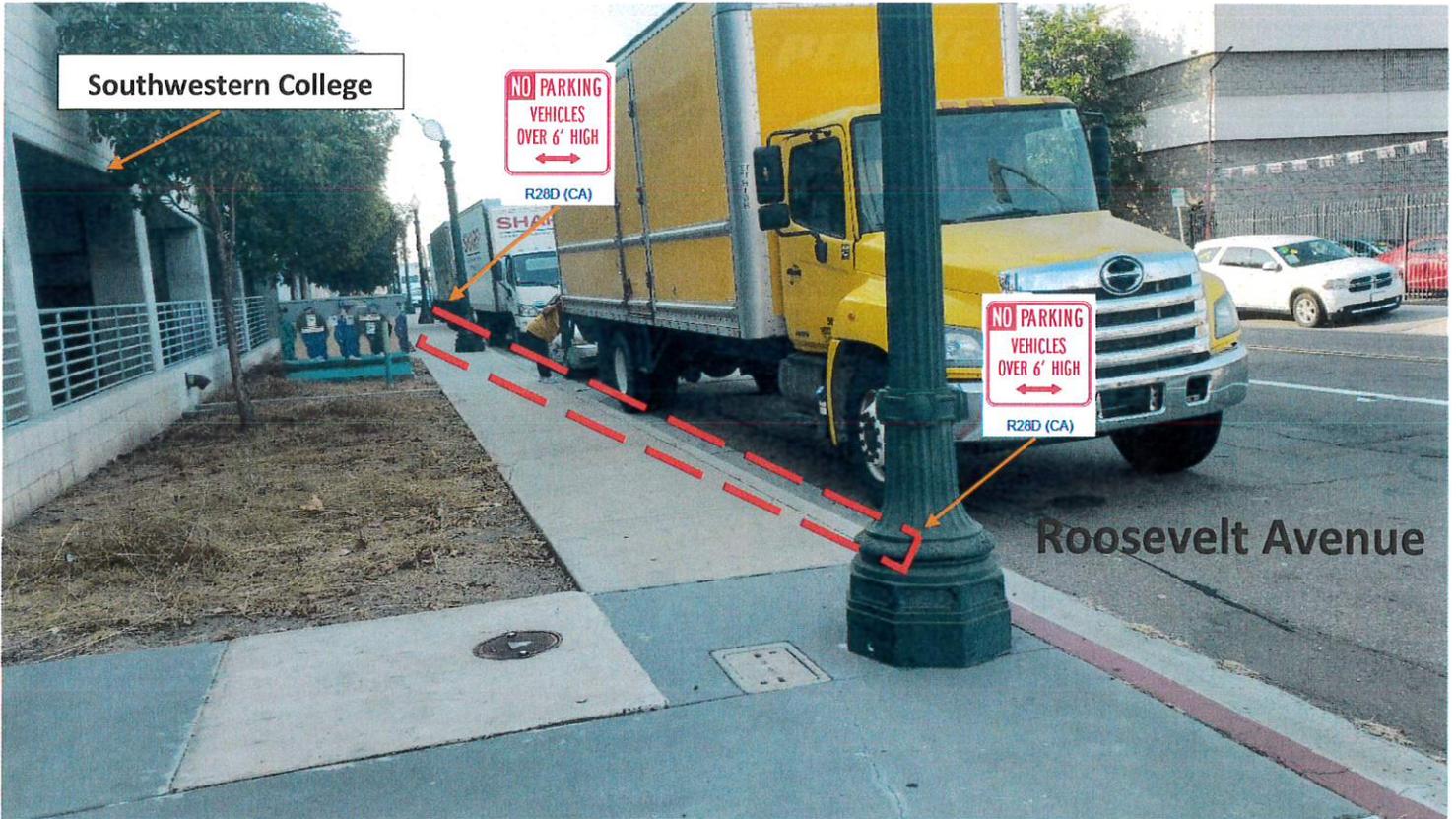




Location of proposed "No Parking vehicles over 6' High" signs on the east side of Roosevelt Avenue (looking north)



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



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

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF “NO TRUCK PARKING” SIGNAGE ON THE EAST SIDE OF ROOSEVELT AVENUE, BETWEEN WEST 8TH STREET AND WEST PLAZA BOULEVARD TO INCREASE PARKING TURNOVER FOR CUSTOMERS AND EMPLOYEES OF THE NEARBY BUSINESSES, AND TO ENHANCE STREET SAFETY (TSC NO. 2020-17)

WHEREAS, the City of National City’s Parking Enforcement, has requested the installation of “No Truck Parking” signage on the east side of Roosevelt Avenue, between West Plaza Boulevard and West 8th Street to increase parking turnover for customers and employees of the nearby businesses and to enhance street safety; and

WHEREAS, the City of National City’s Parking Enforcement also stated that it has received several complaints from nearby businesses of the impacted parking on Roosevelt Avenue due to several commercial vehicles parking on the street during the day and night and that the installation of “No Truck Parking” signs would discourage trucks, semi-trucks, and/or trailers from parking adjacent to the businesses; and

WHEREAS, City of National City staff visited the site and verified that Roosevelt Avenue is located in a mixed area with commercial businesses and residential and that commercial vehicles do park on both sides of Roosevelt Avenue;

WHEREAS, City of National City staff visited the site and verified Roosevelt Avenue is currently a 2-hour time-restricted parking on the west side of the street and no time-restriction on the east side of the street; and

WHEREAS, City of National City staff visited the site and observed that the adjacent businesses do not have sufficient off-street parking for their customers and employees; and

WHEREAS, City of National City staff visited the site and measured the amount of parking available on the east side of Roosevelt Avenue between West Plaza Boulevard and West 8th Street, adjacent to the businesses and in total there are approximately 424 feet of on-street parallel parking spaces available for twenty-one (21) vehicles; and

WHEREAS, in June 2017, City Council adopted the Downtown Parking Action Plan which includes locations for oversized vehicle parking prohibitions;

WHEREAS, the Downtown Parking Action Plan includes Roosevelt Avenue, between West 8th Street and East Plaza Boulevard, as part of the prohibited locations for oversized vehicles; and

WHEREAS, City of National City staff are evaluating opportunities to relocate truck parking to more desirable locations and/or establish a truck permit parking program to minimize impacts to residents and businesses; and

WHEREAS, on October 14, 2020, the Traffic Safety Committee voted unanimously to approve City of National City staff’s recommendation to install “No Truck Parking” signage on the east side of Roosevelt Avenue, between West 8th Street and West Plaza Boulevard.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of “No Truck Parking” signage on the east side of Roosevelt Avenue, between West 8th Street and West Plaza Boulevard to increase parking turnover for customers and employees of the nearby businesses and to enhance street safety.

PASSED and ADOPTED this 17th day of November, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 832 East 20th Street \(TSC No. 2020-18\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with sign in front of the residence located at 832 E. 20th Street (TSC No. 2020-18).

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

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

| N/A |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of a blue curb disabled persons parking space with sign in front of the residence located at 832 E. 20th Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on October 14, 2020, the Traffic Safety Committee approved staff's recommendation to install a blue curb disabled persons parking space with sign in front of the residence located at 832 E. 20th Street.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on October 14, 2020 (TSC No. 2020-18)
3. Resolution

EXPLANATION

Mr. Daniel Gomez, resident of 832 E. 20th Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Gomez stated that it is difficult for him to find parking in front of his property due to the high demand of parking in the area and that a disabled persons parking space in front of his house would provide easier access to the house.

Staff visited the site and observed that Mr. Gomez' residence has a driveway entrance through the alley with no garage. With his permission and supervision, staff measured the driveway. The driveway is 22 feet long by 18 feet wide with a slope of approximately 10%. In order to accommodate a vehicle with a disabled driver or passenger, the slope must be 2% or less. This condition is not met since the slope of driveway does not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

This item was presented to the Traffic Safety Committee on October 14, 2020. Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff's recommendation to install a blue curb disabled persons parking space with sign, since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met.

The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

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

Location Map with Recommended Enhancements (TSC Item: 2020-18)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 14, 2020**

ITEM NO. 2020-18

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 832 E. 20TH STREET

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

DISCUSSION:

Mr. Daniel Gomez, resident of 832 E. 20th Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Gomez stated that it is difficult for him to find parking in front of his property due to the high demand of parking in the area and that a disabled persons parking space in front of his house would provide easier access to the house.

Staff visited the site and observed that Mr. Gomez' residence has a driveway entrance through the alley with no garage. With his permission and supervision, staff measured the driveway. The driveway is 22 feet long by 18 feet wide with a slope of approximately 10%. In order to accommodate a vehicle with a disabled driver or passenger, the slope must be 2% or less. This condition is not met since the slope of driveway does not meet the minimum parking requirements for disabled persons.

The City Council has adopted a policy which is used to evaluate requests for disabled persons parking spaces. The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

It shall be noted that disabled persons parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council Disabled Persons Parking Policy for “Special Hardship” cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 832 E. 20th Street.

EXHIBITS:

1. Public Request Form
2. Public Notice
3. Location Map
4. Photos
5. City Council Disabled Persons Parking Policy

2020-18

RECEIVED
ENG & PW DEPT FOR BLUE CURB DISABLED PERSONS PARKING SPACE

2020 JUL 21 P 12:27

NAME OF DISABLED PERSON: Daniel Gomez De la Rosa
CITY OF NATIONAL CITY

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

Socorro Gomez

ADDRESS: 832 E. 20th St. National City, CA 91950

EMAIL: _____

PHONE NUMBER: _____

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? YES NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

2) Does your residence have a garage? YES NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') YES NO

3) Does your residence have a driveway? YES NO

If YES, a) Is the driveway large enough to park a vehicle? (minimum of 20' x 12') YES NO

b) Is the driveway level? YES NO

c) Is the driveway sloped/inclined? YES NO

4) Please write any additional comments here (optional).

90 year old, positive Covid-19 survivor.
Recovery has limited our daily lives, unable to
stand for lengthy times, and level of strength has
also affected our daily activity.

DEPARTMENT OF MOTOR VEHICLES

PLACARD NUMBER:

DISABLED PERSON
PLACARD IDENTIFICATION
CARD/RECEIPT

EXPIRES: 06/30/2021

DATE ISSUED:

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

When your placard is properly displayed,
you may park in or on:

TYPE: TV: CO:
DOB:

- * Disabled person parking spaces (blue zones)
- * Street metered zones without paying.
- * Green zones without restrictions to time limits.
- * Streets where preferential parking privileges are given to residents and merchants.

ISSUED TO

GOMEZ DANIEL
832 E 20TH ST

NATIONAL CITY CA 91950

You may not park in or on:

- Red, Yellow, White or Tow Away Zones.
- * Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- * Display a placard unless the disabled owner is being transported.
- * Display a placard which has been cancelled or revoked.
- * Loan your placard to anyone, including family members.



Purchase of fuel

(Business & Professions Code 13660):

State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

025
DPP000 Rev(4/10)



October 7, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-18

REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED AT 832 E. 20TH STREET.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, October 14, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/97513738674?pwd=NTVUYkx1N2VGVURRMzJlVTFRRi9rdz09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 975 1373 8674

Password: 079585

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-18.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:ch

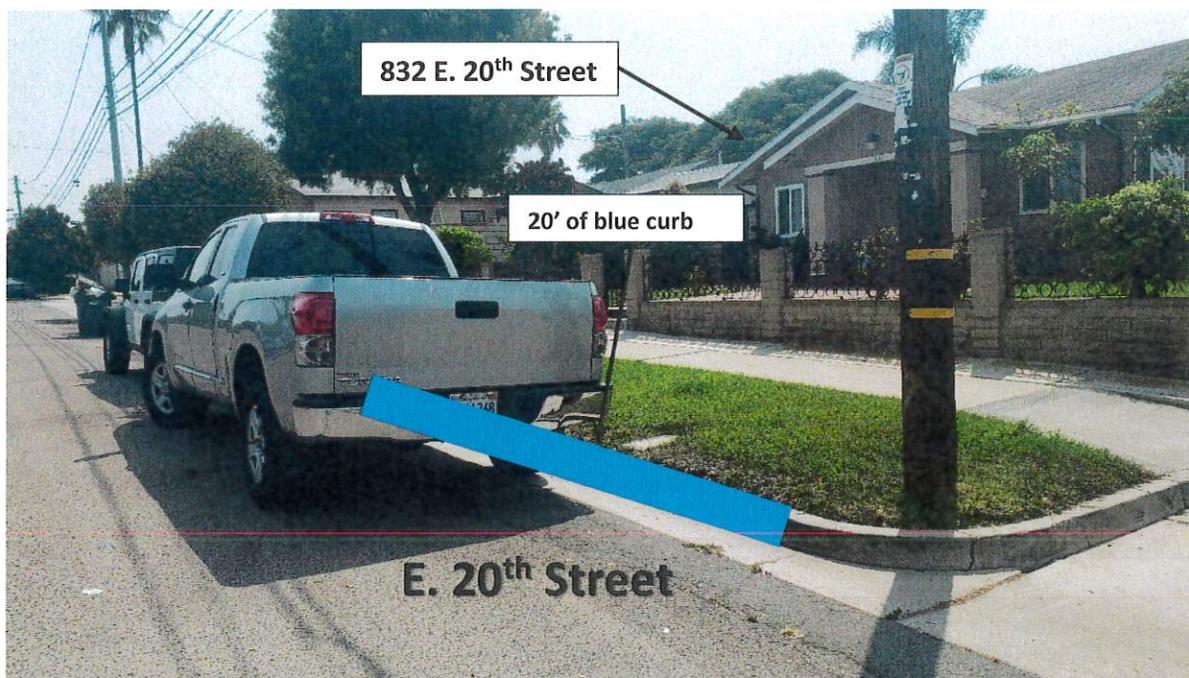
Enclosure: Location Map
2020-18

Location Map with Recommended Enhancements (TSC Item: 2020-18)





Location of proposed blue curb disabled persons parking space in front of 832 E. 20th Street (looking east)



Location of proposed blue curb disabled persons parking space in front of 832 E. 20th Street (looking south)



Location of existing side entrance to residence of 832 E. 20th Street (looking east)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS
PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE LOCATED AT 832
EAST 20TH STREET (TSC NO. 2020-18)**

WHEREAS, a resident of 832 East 20th Street possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested the installation of a blue curb disabled persons parking space in front of the residence to provide easier and safer access to the home because the demand for parking is high making it difficult to find on-street parking; and

WHEREAS, after conducting an inspection and review, City Staff has determined that all conditions have been met for the property to qualify for a blue curb disabled persons parking space in front of the home; and

WHEREAS, on October 14, 2020, the Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence located at 832 East 20th.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence located at 832 East 20th (TSC No. 2020 – 18)

PASSED and ADOPTED this 17th day of November, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [National City Sales Tax Update Newsletter – Second Quarter 2020. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.:

ITEM TITLE:

National City Sales Tax Update Newsletter – Second 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 second 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 – Second Quarter 2020

Q2 2020



National City Sales Tax Update

Third Quarter Receipts for Second Quarter Sales (April - June 2020)

National City In Brief

National City's receipts from April through June were 10.3% below the second sales period in 2019. Actual sales were down 19.7% after adjusting for additional payments received from last quarter that had been delayed by the State's relief program to support businesses during the Covid-19 crisis.

The March 19 State lockdown orders temporarily shuttered many non-essential retailers and had a profound impact on the general consumer goods group.

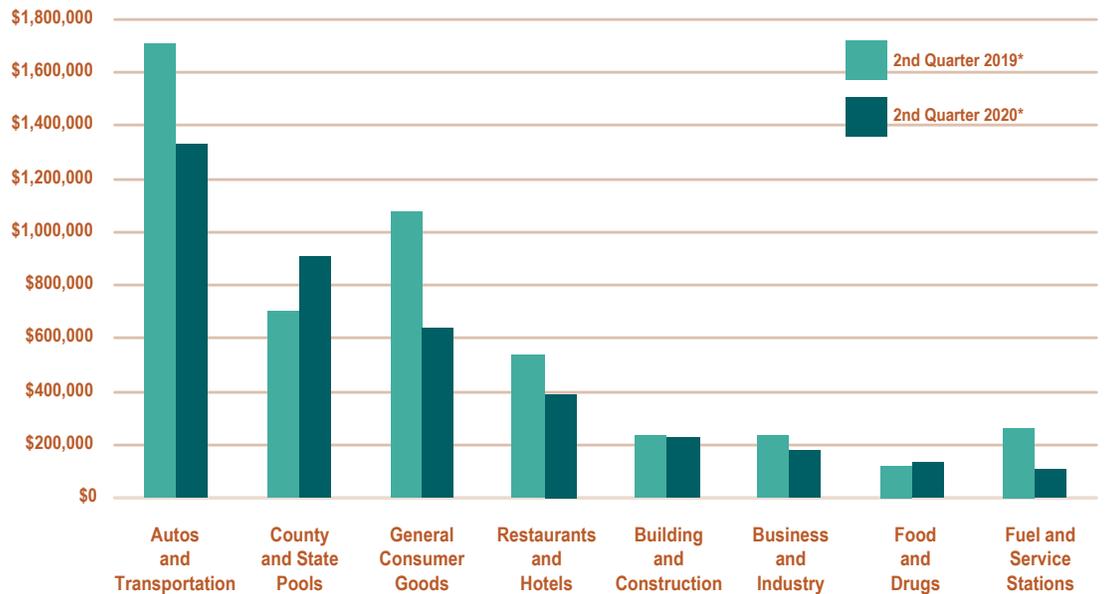
New car sales were lower as consumers grew cautious about making big ticket purchases at the beginning of the recession. Service station revenue plunged as many employees transitioned to working from home. The temporary shuttering of restaurant dining rooms also contributed to the 48% decline for casual eateries.

Allocations from the countywide use tax pool were 28% higher, however, after a recent legislative change has allowed for the taxation of additional internet purchases.

Voter approved Measure D generated an additional \$2,276,000 after adjusting for anomalies.

Net of aberrations, taxable sales for all of San Diego County declined 18.9% over the comparable time period; the Southern California region was down 18.0%.

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 Chrysler
Ball Mitsubishi	Dodge Jeep Ram
Chick Fil A	Perry Ford
Frank Hyundai	Pitbull Audio
Frank Subaru	Probuild Company
Frank Toyota	Ron Baker Chevrolet
Hd Supply White Cap	Ross
Honda Lease Trust	Royal Mandarin Restaurant
Hub Construction Specialties	South Bay Volkswagen
In N Out Burger	Target
JP Morgan Chase Bank	Walmart Supercenter
Mossy Nissan	Wescott Mazda
National City Auto Center	Westair Gases & Equipment

REVENUE COMPARISON

Four Quarters – Fiscal Year To Date (Q3 to Q2)

	2018-19	2019-20
Point-of-Sale	\$16,792,061	\$15,143,723
County Pool	2,683,761	3,410,085
State Pool	8,480	8,115
Gross Receipts	\$19,484,302	\$18,561,924
Measure D	\$12,514,468	\$11,884,418

Statewide Results

Local sales and use tax receipts from April through June sales were 16.3% lower than the same quarter of 2019 after factoring for accounting anomalies and back payments from previous quarters.

This was the largest quarter to quarter decline since 2009. The drops were deepest in the San Francisco Bay Area, Central Coast and Southern California where declines in revenues from fuel, automobiles, general consumer goods and restaurants/hotels were the most severe.

However, despite a 14.9% unemployment rate that eclipsed the previous high of 12.3% during the great recession of 2010 and temporary business closures, the drop in sales was less than previously projected by most analysts including HdL.

The high second quarter unemployment rates primarily affected lower wage service sectors which generate a smaller share of sales tax revenues. Internet connected knowledge workers continued to work but locked at home, found that they had extra cash to spend because of reduced commute and work-related expenses and few entertainment or travel options. Additionally, though much of the quarter's government relief payments were spent largely on rents, utilities and necessities, the money was not distributed proportionally to income losses thereby adding temporary discretionary income gains for some recipients.

Low interest rates and longer term lending practices allowed the extra money to be spent on previously delayed purchases such as autos and home improvements. New car registrations dropped 48.9% in the second quarter, but sales tax receipts dropped only 15.8% as buyers who did purchase, opted for more expensive SUV's, trucks and luxury vehicles. As cabin fever set in, sales of RV's, boats and Motorcycles also began to rise.

With restaurants and many brick and mortar stores closed or restricted to limited occupancy, buyers shifted to online shopping with tax revenues from in-state fulfillment centers rising 142.7% over the

second quarter of 2019 and county pools where tax receipts from out-of-state goods are allocated, rising 28.9%. Online sales accounted for 52.0% of this quarter's tax revenues from the general consumer goods group.

Working at home eventually morphed into working on home thereby boosting related improvement purchases. Grocers, cannabis, liquor and sporting goods further helped offset losses in other segments.

Strong demand for warehouse and shipping technology, equipment and supplies to accommodate the increase in online shopping as well as home offices and virtual classrooms helped offset declines in the business/industrial group. Unanticipated gains in agriculture related purchases and transit spending further added to the offset.

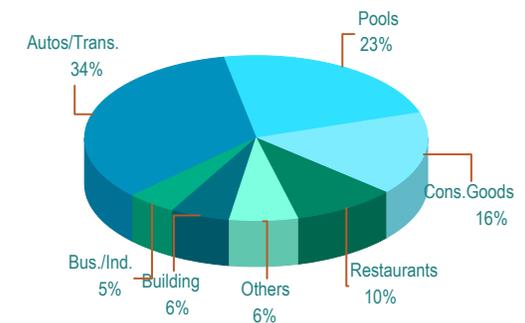
Pandemic uncertainties, fires, childcare issues and bankruptcies are expected to result in uneven gains through 2020-21 with each jurisdiction's experience differing according to the scope and character of their individual tax bases. Overall recovery and improvement in statewide receipts is not expected to begin until 2021-22.

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 Q2 '20*	Change	County Change	HdL State Change
Auto Lease	127.2	-6.2%	-11.2%	-9.2%
Automotive Supply Stores	53.7	3.5%	-4.5%	-4.7%
Building Materials	186.2	-0.1%	3.0%	7.0%
Casual Dining	100.5	-48.3%	-56.2%	-53.2%
Convenience Stores/Liquor	47.7	12.3%	14.0%	8.4%
Discount Dept Stores	—	CONFIDENTIAL	-8.9%	-6.3%
Drugs/Chemicals	—	CONFIDENTIAL	-10.9%	-6.8%
Electronics/Appliance Stores	46.3	-48.5%	-52.0%	-50.8%
Family Apparel	83.4	-57.7%	-64.7%	-66.3%
Grocery Stores	59.0	22.5%	10.8%	7.8%
New Motor Vehicle Dealers	990.5	-21.9%	-16.3%	-15.8%
Quick-Service Restaurants	249.6	-13.2%	-24.4%	-22.0%
Service Stations	108.1	-59.0%	-38.1%	-45.2%
Specialty Stores	50.4	-40.8%	-37.9%	-36.2%
Used Automotive Dealers	79.4	-39.4%	-26.3%	-20.6%
Total All Accounts	3,013.1	-27.9%	-28.1%	-24.0%
County & State Pool Allocation	907.2	29.0%	37.6%	28.9%
Gross Receipts	3,920.2	-19.7%	-18.9%	-16.3%

** 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 #12 for the period of 9/16/20 through 9/22/20 in the amount of \\$3,457,747.54. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #12 for the period of 9/16/20 through 9/22/20 in the amount of \$3,457,747.54.
(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 9/16/20 - 9/22/20. 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>
Axon Enterprises Inc	349320	60,062.40	Storage for Body Worn Cameras/PD
Health Net	349358	79,074.09	Grp# R1192A – Sept 2020
Intercontinental San Diego	349363	51,089.37	Hotel Accommodations/Residents
WSP USA Inc	349421	50,216.02	Focused GP Update Action Plan
Admisure Inc	295	54,559.05	Workers Comp – Aug 2020
Public Emp Ret System	91720	257,541.09	Svc Period 8/25/20 – 9/07/20
City of San Diego	850395	1,442,257.00	Metro Sewer FY21 1 st Qtr

FINANCIAL STATEMENT:

APPROVED: Mark Ralento **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$3,457,747.54.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$3,457,747.54.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 12



WARRANT REGISTER # 12
9/22/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
UNITED PARCEL SERVICE	MOP 05274 SHIPPING SERVICES / PD	349319	9/22/20	17.14
AXON ENTERPRISE INC	STORAGE FOR BODY WORN CAMERAS / PD	349320	9/22/20	60,062.40
STATEWIDE TRAFFIC SAFETY	BARRICADES / PW	349321	9/22/20	6,157.43
WETMORES	MOP 80333 AUTO SUPPLIES – PW	349322	9/22/20	47.57
WILLY’S ELECTRONIC SUPPLY	ELECTRICAL SUPPLIES / MIS	349323	9/22/20	289.59
A&B SAW & LAWNMOWER	2-MS 461 R 20 INCH CHAINSAWS / FIRE	349324	9/22/20	1,844.59
ACME SAFETY & SUPPLY CORP	SAFETY CONES / PW	349325	9/22/20	568.65
AMERICAN BACKFLOW SPECIALTIES	PURCHASE OF BACKFLOW, GUAGES & VALVES	349326	9/22/20	299.35
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	349327	9/22/20	2,109.30
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	349328	9/22/20	127.88
BAJA PARTS & EQUIPMENT INC	MOP 85049 AUTO SUPPLIES - PW	349329	9/22/20	496.75
BEHAVIOR ANALYSIS TRAINING INC	TRAINING TUITION INV INTER SOSA / PD	349330	9/22/20	481.00
BUSH POWER BRAKE SERVICE	CALIPER REPAIR AND BRAKE LINE	349331	9/22/20	54.37
CAHA	2020 ANNUAL CAHA MEMBERSHIP RENEWAL	349332	9/22/20	900.00
CALIFORNIA DIESEL COMPLIANCE	STAGE ONE HIGH-PRESSURE AIR CLEANING	349333	9/22/20	335.00
CDWG	CYLANCE PROTECT + OPTICS DVC SLED	349334	9/22/20	20,763.75
CITRIX SYSTEMS INC	CITRIX SHAREFILE ANNUAL RENEWAL 7/1/20-6/30/21	349335	9/22/20	675.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLID - PW	349336	9/22/20	701.69
CODDINGTON LOCK AND SECURITY	ELECTRONIC DOOR, LOCK INSTALLATION / PW	349337	9/22/20	1,285.61
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	349338	9/22/20	8,814.75
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	349339	9/22/20	673.06
CPOA	CAPTAIN YOUNG CPOA DUES / PD	349340	9/22/20	500.00
CUMMINS, A	TRAINING POST REIM AICC / PD / CUMMINS	349341	9/22/20	106.70
DAY WIRELESS SYSTEMS	QUARTERLY SERVICE MAINTENANCE	349342	9/22/20	4,596.00
DION INTERNATIONAL TRUCK INC	GLASS KIT MIRROR AND MOUNTING	349343	9/22/20	625.14
D-MAX ENGINEERING INC	T&A90412 RANCHO ARROYO	349344	9/22/20	6,714.07
EXIT CERTIFIED CORP	VMWARE VSPHERE: INSTALL & CONFIGURE / MIS	349345	9/22/20	3,613.00
FEDEX	POLICE RECRUIT TESTING MATERIALS	349346	9/22/20	20.50
FON JON PET CARE CENTER	BOARDING FOR CANINE / PD	349347	9/22/20	1,456.00
GONZALES, G	TRAINING REIM AICC G GONZALES / PD	349348	9/22/20	113.34
GRAINGER	BUILDING SUPPLIES AND EQUIPMENT FY 21~	349349	9/22/20	2,416.12
HAAKER EQUIPMENT COMPANY	BURNER HOTBOX / PW	349350	9/22/20	337.12
HAPPY SOFTWARE INC	FUNCTIONAL CONSULTING FOR SECTION 8	349351	9/22/20	2,400.00
HD SUPPLY CONSTRUCTION	GRAPHITE RIDGELINE 4PT RATCHET FULL	349352	9/22/20	249.62
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX / APRIL - JUN	349353	9/22/20	2,979.83
HEALTH NET	GRP # R1192Q - SEPT 2020	349354	9/22/20	1,969.92
HEALTH NET	GRP #N7177A - SEPT 2020	349355	9/22/20	1,860.36
HEALTH NET	GRP #N7176F - SEPT 2020	349356	9/22/20	1,598.46
HEALTH NET	GRP # R1192R-SEPT 2020 / D JONES	349357	9/22/20	832.36
HEALTH NET INC	GRP #R1192A - SEPT 2020	349358	9/22/20	79,074.09
HEALTH NET INC	GRP #LB439A - SEPT 2020	349359	9/22/20	2,946.00
HEALTH NET INC	GRP #57135M - SEPT 2020	349360	9/22/20	1,252.16
HERNANDEZ, P	TRAINING REIM SWAT HERNANDZ P / PD	349361	9/22/20	114.58
HOME DEPOT CREDIT SERVICES	CASA DE SALUD ORGANIZING BOXES 073149149	349362	9/22/20	417.21
INTERCONTINENTAL SAN DIEGO	HOTEL ACCOMMODATIONS/RESIDENTS/USS FIRE	349363	9/22/20	51,089.37
JANI-KING OF CALIFORNIA INC	COVID-19 JANITORIAL CLEANING SERIVCES	349364	9/22/20	13,162.36
K SURPLUS SALES INC	STEEL BOLTS HARDWARE / PW	349365	9/22/20	38.06



WARRANT REGISTER # 12
9/22/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LASER SAVER INC	MOP 04840 INK CARTRIDGES / PD	349366	9/22/20	2,043.53
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	349367	9/22/20	190.31
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	349368	9/22/20	24,289.52
MASON'S SAW	REPAIR, MAINTENANCE, AND SUPPLIES / PARKS	349369	9/22/20	827.08
MCGUIRE, D	REIMBURSEMENT PARAMEDIC RECERTIFICATION	349370	9/22/20	225.00
MOBILE WIRELESS LLC	NETMOTION ANNUAL RENEWAL	349371	9/22/20	6,806.00
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES - PW	349372	9/22/20	72.61
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2021	349373	9/22/20	350.00
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY VEHICLE	349374	9/22/20	854.83
NIGH, C	REIMBURSEMENT FOR PARAMEDIC RECERTIFICATE	349375	9/22/20	225.00
NV5 INC	T&A90445 CDP2019-4169	349376	9/22/20	9,040.67
NV5 INC	T&A90431 CDP2019-4315	349377	9/22/20	1,149.67
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES FIRE DEPARTMEN	349378	9/22/20	461.58
O'REILLY AUTO PARTS	MOP 75877. SUPPLIES FOR EQUIPMENT / PW	349379	9/22/20	82.68
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FOR CITY	349380	9/22/20	55.00
PACIFIC SAFETY CENTER	MEMBERSHIP RENEWAL PACIFIC SAFETY CENTER	349381	9/22/20	145.00
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL, ENGINE OIL, AND VEHICLE	349382	9/22/20	1,169.56
PAESSLER AG	PRTG 1000 (UPGRADE)	349383	9/22/20	1,232.50
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	349384	9/22/20	235.80
PENSKE FORD	R&M CITY VEHICLES FY 2021	349385	9/22/20	730.34
PIERSON, D	TRAINING REIM / PD	349386	9/22/20	498.19
PRIMAL RESPONSE TRAINING GROUP	TRAINING TUITION RED DOT GIL& FERNANDO	349387	9/22/20	927.00
PRO BUILD COMPANY	VARIOUS SAFETY SUPPLIES AS NEEDED FOR	349388	9/22/20	230.24
PROCHEM SPECIALTY PRODUCTS INC	DEGREASER, CARWASH SOAP	349389	9/22/20	210.45
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES	349390	9/22/20	5,807.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	349391	9/22/20	677.09
SAFETY-KLEEN SYSTEMS, INC	SAFETY KLEEN PARTS WASHING STATION	349392	9/22/20	187.59
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	349393	9/22/20	305.00
SCANNING SERVICE CORPORATION	SCANNING SERVICE CORP	349394	9/22/20	9,365.44
SDAPSD	TRAINING TUITION EMMA CABATU / PD	349395	9/22/20	110.00
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	349396	9/22/20	369.05
SHINE SUPPLY	AUTOMOTIVE SHAMPOO, CLEANERS AND POLISH	349397	9/22/20	480.22
SITEONE LANDSCAPE SUPPLY LLC	FERTILIZER AND HERBICIDE FOR PARKS	349398	9/22/20	276.61
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 PRINTING SUPPLIES - ENG	349399	9/22/20	95.07
SONSRAY MACHINERY LLC	114980A1, GAS STRUT	349400	9/22/20	335.56
SPEEDPRO IMAGING	INVOICE INV-19158	349401	9/22/20	611.32
STAPLES BUSINESS ADVANTAGE	COVID/ENG/HEPA FILTER	349402	9/22/20	3,482.23
SUNBELT RENTALS, INC.	DIESEL GENERATOR FOR LAS PALMAS POOL	349403	9/22/20	2,584.28
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY21	349404	9/22/20	1,920.83
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION FY 2021	349405	9/22/20	134.68
THE BUMPER GUY INC	MATERIAL PAINT / PW	349406	9/22/20	48.47
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS & PARTS	349407	9/22/20	8,591.91
U S BANK	US BANK CARD PAYMENT	349408	9/22/20	13,945.74
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	349409	9/22/20	515.39
URIBE, V	LICENSE REIMBURSEMENT	349410	9/22/20	75.00
USA MOBILITY WIRELESS INC	METROCALL PAGING FOR FY21	349411	9/22/20	661.46
V & V MANUFACTURING	1 YEAR PINS / HR	349412	9/22/20	1,757.28



**WARRANT REGISTER # 12
9/22/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	349413	9/22/20	123.33
VIORA, B	REIMBURSEMENT PARAMEDIC CERTIFICATION	349414	9/22/20	225.00
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	349415	9/22/20	2,889.25
WESTAIR GASES & EQUIPMENT INC	XL NITRI GUARD FLOCK LINE	349416	9/22/20	32.61
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES – PW	349417	9/22/20	408.46
WETMORES	MOP 80333 AUTO SUPPLIES - PW	349418	9/22/20	442.96
WILLIAMS, G	REIMBURSE PARAMEDIC RECERTIFICATION	349419	9/22/20	200.00
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY21	349420	9/22/20	95.82
WSP USA INC	FOCUSED GENERAL PLAN UPDATE ACTION PLAN	349421	9/22/20	50,216.02
			A/P Total	446,210.48
 WIRED PAYMENTS				
ADMINSURE INC	WORKERS COMP-AUGUST 2020	295	9/18/20	54,559.05
PUBLIC EMP RETIREMENT SYSTEM	SVC PERIOD 8/25/20 - 9/07/20	91720	9/17/20	257,541.09
CITY OF SAN DIEGO	METRO SEWER FY21 1ST QTR 7/1/20-9/30/20	850395	9/18/20	1,442,257.00
 PAYROLL				
Pay period	Start Date	End Date	Check Date	
18	9/8/2020	9/21/2020	10/30/2020	1,257,179.92
			GRAND TOTAL	<u>\$ 3,457,747.54</u>

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 17TH OF NOVEMBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #13 for the period of 9/23/20 through 9/29/20 in the amount of \\$552,385.88. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #13 for the period of 9/23/20 through 9/29/20 in the amount of \$552,385.88. (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 9/23/20 - 9/29/20. 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>
Kimley Horn	349549	97,440.43	Roosevelt PSE Smart Growth
Mile of Cars Association	349464	76,294.75	FY20 Apportionment #7 to #11
Project Professionals Corp	349474	53,754.73	CIP 19-43 Sewer Upsizing

FINANCIAL STATEMENT:

APPROVED: Mark Ralento **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$552,385.88.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$552,385.88.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 13



**WARRANT REGISTER # 13
9/29/2020**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
2-1-1 SAN DIEGO	CITIES UNRESTRICTED CONTRIBUTION FOR FY	349422	9/29/20	11,716.40
ACADEMI TRAINING CENTER LLC	RANGE PRACTICE	349423	9/29/20	1,200.00
ACE UNIFORMS & ACCESSORIES INC	2 COVER JACKETS FOR MOTORS	349424	9/29/20	305.93
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	349425	9/29/20	7,872.50
ALDEMCO	FOOD NUTRITION	349426	9/29/20	5,529.41
ALL FRESH PRODUCTS	FOOD NUTRITION	349427	9/29/20	3,247.54
ALLSTATE NORTHBROOK INDEMNITY	LIABILITY CLAIM COST	349428	9/29/20	2,660.64
BAJA PARTS & EQUIPMENT INC	MOP 85049 AUTO SUPPLIES- PW	349429	9/29/20	43.86
CHEN RYAN ASSOCIATES INC	24TH ST. TODO	349430	9/29/20	45,298.50
CHILDREN'S HOSPITAL	SAFE ROUTE TO SCHOOL	349431	9/29/20	20,148.08
CHRISTENSEN & SPATH LLP	LEGAL SERVICES FOR AFFORDABLE HOUSING	349432	9/29/20	3,150.00
CITY OF ESCONDIDO	SWAT RANGE TRAINING	349433	9/29/20	700.00
CITY OF IMPERIAL BEACH	SD BAY WATERSHED FY20-21	349434	9/29/20	18,671.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	349435	9/29/20	7,200.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	349436	9/29/20	136.58
CODDINGTON LOCK AND SECURITY	CITYWIDE ON-SITE ELECTRONIC DOOR, LOCK	349437	9/29/20	179.84
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	349438	9/29/20	80.00
COUNTY OF SAN DIEGO	GC76000-761000 OR 76101 AUG-20/CO OF SD	349439	9/29/20	8,225.00
COUNTY OF SAN DIEGO	GC76000-761000 OR 76101 JULY-20/CO OF SD	349440	9/29/20	7,762.50
COUNTY OF SAN DIEGO	SOLID WASTE REPORT APPLC.	349441	9/29/20	612.00
CUMMING CHEVROLET	MOP 45751 AUTO SUPPLIES – PW	349442	9/29/20	497.22
DALEY & HEFT LLP	LIABILITY CLAIM COST	349443	9/29/20	13,875.15
DALEY & HEFT LLP	LIABILITY CLAIM COST	349444	9/29/20	4,905.20
DALEY & HEFT LLP	LIABILITY CLAIM COST	349445	9/29/20	4,499.30
DALEY & HEFT LLP	LIABILITY CLAIM COST	349446	9/29/20	3,360.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	349447	9/29/20	3,034.26
DALEY & HEFT LLP	LIABILITY CLAIM COST	349448	9/29/20	1,100.00
DEPT OF JUSTICE	FINGERPRINTING FOR EMPLOYEES	349449	9/29/20	394.00
DISCOUNT SPECIALTY CHEMICALS	HAND SANITIZER WIPES	349450	9/29/20	837.27
D-MAX ENGINEERING INC	CIP19-43 SEWER UPSIZE	349451	9/29/20	643.44
EXPRESS PIPE AND SUPPLY	CITYWIDE PLUMBING PARTS, MATERIALS & TOOLS	349452	9/29/20	2,122.52
FEDEX	FEDEX SERVICED FOR 2020-2021 / HOUSING	349453	9/29/20	15.77
FIRE ETC	REDBACK PULL ON STATION BOOTS	349454	9/29/20	157.69
GEICO CORPORATION	LIABILITY CLAIM COST	349455	9/29/20	7,521.11
HAAKER EQUIPMENT COMPANY	BEACON SUPPORT	349456	9/29/20	178.24
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FOR BUILDINGS	349457	9/29/20	90.25
K SURPLUS SALES INC	STEEL BOLTS / PW	349458	9/29/20	108.21
KIMLEY HORN	ROOSEVELT PSE SMART GROWTH	349459	9/29/20	97,440.43
LOPEZ, J	TRAINING REIMB R LOPEZ	349460	9/29/20	368.77
MAZICH, S	EDUCATION REIMBURSEMENT	349461	9/29/20	300.00
MCCOLL, WILLIAM	T&A90472 1404 I AVE - BOND	349462	9/29/20	10,682.40
MCDUGAL LOVE ECKIS	PROFESSIONAL SERVICES / CAO	349463	9/29/20	29,526.00
MILE OF CARS ASSOCIATION	FY20 APPORTIONMENT #7 TO #11	349464	9/29/20	76,294.75
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2021	349465	9/29/20	310.00
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK EDUCATIONAL PARK	349466	9/29/20	11,017.50
NV5 INC	GIS WEBSERVER	349467	9/29/20	1,650.00
OFFICE SOLUTIONS BUSINESS	COMMUNITY SERVICES OFFICE SUPPLIES	349468	9/29/20	224.86



**WARRANT REGISTER # 13
9/29/2020**

O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	349469	9/29/20	12.14
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	349470	9/29/20	79.86
PEACE OFFICERS RESEARCH	PORAC RESEARCH / PD	349471	9/29/20	96.00
PRO BUILD COMPANY	MOP45707/ FIRE/TOTE 35 GALLON	349472	9/29/20	1,300.29
PROFESSIONAL SEARCH GROUP LLC	TEAM STAFF-GERALDINE A ALVARADO	349473	9/29/20	2,048.00
PROJECT PROFESSIONALS CORP	CIP19-43 SEWER UPSIZING	349474	9/29/20	53,754.73
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	349475	9/29/20	485.89
RADY CHILDREN'S HOSPITAL SAN D	SEXUAL ABUSE EXAM	349476	9/29/20	461.00
RANDALL LAMB ASSOCIATES INC	LAS PALMAS ELECTRICAL	349477	9/29/20	1,000.00
RELY ENVIRONMENTAL	XCONSULTING FEES P.W.D.FIRE STA.	349478	9/29/20	5,094.59
SDG&E	GAS AND ELECTRIC UTILITIES	349479	9/29/20	22,408.10
SITONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPING SUPPLIES - PW	349481	9/29/20	321.31
SMART & FINAL	COMMUNITY SERVICES TEEN CENTER SUPPLIES	349482	9/29/20	237.20
SOUTHWEST SIGNAL SERVICE	TRAFFIC LIGHT SIGNAL SERVICES / PW	349483	9/29/20	16,125.97
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES / CAO	349484	9/29/20	557.15
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FOR FY 2021~	349485	9/29/20	187.49
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2021	349486	9/29/20	252.52
SYMBOLARTS, LLC	WALLETS FOR FLAT BADGES	349487	9/29/20	331.13
SYSCO SAN DIEGO INC	FOOD / NUTRITION	349488	9/29/20	3,630.49
TECHNOLOGY INTEGRATION GROUP	MIS SUPPLIES	349489	9/29/20	185.96
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES / CAO	349490	9/29/20	2,112.00
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES	349491	9/29/20	1,060.00
THE HAWKINS COMPANY	EXECUTIVE SEARCH CONSULTANTS /CAO	349492	9/29/20	9,405.00
THOMSON REUTERS WEST	LEGAL PUBLICATION UPDATES/ CAO	349493	9/29/20	1,028.33
T'S & SIGNS	COMMUNITY SERVICES VIRTUAL MARATHON SUPPLIES	349494	9/29/20	3,575.16
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2021	349495	9/29/20	430.69
UNITED LABORATORIES INC	HAND SANITIZER / PW	349496	9/29/20	344.08
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	349497	9/29/20	1,219.31
VCA MAIN ST ANIMAL HOSPITAL	CANINE CARE / DUKE / PD	349498	9/29/20	244.11
VIDEO TRACK LLC	LIABILITY CLAIM COST	349499	9/29/20	3,625.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	349500	9/29/20	1,311.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	349501	9/29/20	525.00
VISTA PAINT	MOP 68834 GENERAL SUPPLIES - PW	349502	9/29/20	1,444.13
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR ALL FIRE	349503	9/29/20	878.37
WEST PAYMENT CENTER	BACKGROUND CHECKS	349504	9/29/20	620.80
WILLY'S ELECTRONIC SUPPLY	MOP 00351 BATTERIES PD	349505	9/29/20	98.96

A/P Total 552,385.88

GRAND TOTAL

\$ 552,385.88

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 17TH OF NOVEMBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City authorizing an increase of \\$643,113.00 to the Community Development Block Grant \(CDBG\) Fund appropriation and corresponding revenue budget for CARES Act round three CDBG-CV activities and authorizing the submission of the Second Amendment to the 2019-2020 Action Plan that incorporates the funded activities into said Action Plan for acceptance by U.S. Department of Housing and Urban Development \(HUD\). \(Housing Authority\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Public Hearing and Adoption of a Resolution of the City Council of the City of National City authorizing an increase of \$643,113.00 to the Community Development Block Grant (CDBG) Fund appropriation and corresponding revenue budget for CARES Act round three CDBG-CV activities and authorizing the submission of the Second Amendment to the 2019-2020 Action Plan that incorporates the funded activities into said Action Plan for acceptance by U.S. Department of Housing and Urban Development (HUD).

PREPARED BY: Angelita Palma, Housing Programs Manager **DEPARTMENT:** Housing Authority

PHONE: 619-336-4219

APPROVED BY: _____



EXPLANATION:

See attachment number one for explanation.

FINANCIAL STATEMENT:

The CDBG-CV funds for the corresponding accounts will be used through June 30, 2022.

ACCOUNT NO.

Revenue: 301-45922-3498 \$643,113
Expenditure: 301-416-922-* \$514,491
301-419-922-* \$128,622

APPROVED: Mark Ralvito **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

The adoption of this resolution is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential for causing a significant effect on the environment.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Conduct the Public Hearing, approve the funding recommendations, establish budget appropriations and corresponding revenue budget from the source identified in the Financial Statement above, and authorize the submission of the Second Amendment to the 2019-2020 Action Plan to HUD for the CDBG-CV program.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. Public Hearing Notice
3. Funding Recommendations
4. Resolution

City of National City
November 17, 2020
Staff Report Explanation

Public Hearing and Adoption of a Resolution of the City Council of the City of National City authorizing an increase of \$643,113.00 to the Community Development Block Grant (CDBG) Fund appropriation and corresponding revenue budget for CARES Act round three CDBG-CV activities and authorizing the submission of the Second Amendment to the 2019-2020 Action Plan that incorporates the funded activities into said Action Plan for acceptance by U.S. Department of Housing and Urban Development (HUD).

A Public Hearing on the Draft Second Amendment to the 2019-2020 Action Plan will be conducted to review public comments received during the 10-day public review period from November 6 through November 16 and to provide interested persons and community groups with an opportunity to share their thoughts regarding the Plan.

Draft Second Amendment to the 2019-2020 Action Plan

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to submit a Substantial Amendment to Program Year 2019-2020 Action Plan to for its Community Development Block Grant (CDBG) Program funded by the U.S. Department of Housing and Urban Development (HUD).

On March 27, 2020, the President signed the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), providing \$2.2 trillion in federal funds to respond to the COVID-19 emergency. The CARES Act included \$5 billion to HUD for the CDBG program to prevent, prepare for, and respond to the coronavirus. As a Community Planning Development (CPD) formula entitlement grantee, the City received \$464,017 in CDBG from the CARES Act funds (CDBG-CV) in the first round. The second round of funding went to States and insular areas. In the third round of CARES Act CDBG-CV funding allocations the City received \$643,113.

The CARES Act provides CDBG grantees with flexibilities to make it easier to use CDBG-CV grants for coronavirus response and authorizes HUD to grant waivers and alternative requirements. HUD has waived the 30-day public review requirement provided that no less than five (5) days are provided for public comments on each substantial amendment. The waiver also removes the requirement to hold in-person public hearings to comply with national and local social gathering requirements.

The Draft Second Amendment to the 2019-2020 Action Plan outlines how the City intends to spend \$643,113 in CDBG-CV round 3 entitlement funds to prevent, prepare for, and respond to the coronavirus. Funding recommendations are provided (Attachment No. 2) to fund the MLK Jr. Community Center Public Facility Improvement in the amount of \$514,491 (construction cost estimate page 3) and CDBG-CV Administration in the amount of \$128,622. The facility improvements to the MLK Jr. Community Center will create a central community hub for services. The community hub meets the priorities established by the City Council on May 5, 2020 with the first round of CDBG-CV funds to respond to the community need arising from COVID-19.

The MLK Jr. Community Center is currently utilized for community and staff trainings on COVID-19, distribution of supplies, blood drives, and other events that require social distancing. The capacity of the MLK Jr. Community Center to meet the needs of the National City community

City of National City
November 17, 2020
Staff Report Explanation

during the COVID-19 pandemic could greatly be expanded. The proposed improvements to the Center would allow for food preparation and distribution, and other healthcare services to meet the needs of National City residents during the Covid-19 pandemic.

The community room and hallway is 10,000 SF with a large room divider that can be used to separate services being provided at the MLK Jr. Community Center. The adjacent kitchen space which, is 1,000 SF is available for basic food service but is not equipped to function as a commercial kitchen. Updating the kitchen to meet local and county requirements to operate as a commercial kitchen would provide the opportunity for local non-profits to prepare and distribute meals on site. In addition to the community room/hallway and the kitchen, funds will be used to upgrade the entrances of the restrooms in the MLK Jr. Community Center to become ADA compliant.

Document Review

Due to the COVID-19 global pandemic, funding recommendations and the Draft Second Amendment to the 2019-2020 Action Plan will be available to the public on the City of National City CDBG and HOME webpage at <http://www.nationalcityca.gov/cdbg-home>.

Construction Cost Estimate (page 3)

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City of National City
 November 17, 2020
 Staff Report Explanation

MLK Jr. Community Center Public Facility Improvement Construction Cost Estimate

Description of Work	Quantity	Units	Unit Cost	Subtotal	Contingency (20%)	Estimated Cost
Restrooms						
Removal/Finish Display Case required for ADA access	1	LS	\$ 3,500	\$ 3,500	\$ 700	\$ 4,200
Bathroom Paint, upgrade bathroom fixtures as needed for ADA compliance	1	LS	\$ 4,500	\$ 4,500	\$ 900	\$ 5,400
					Subtotal	\$ 9,600
Flooring						
Bathrooms						
Mens	450	SF	\$ 15.00	\$ 6,750	\$ 1,350	\$ 8,100
Womens	450	SF	\$ 15.00	\$ 6,750	\$ 1,350	\$ 8,100
					Subtotal	\$ 16,200
Hallway / Entry						
Flooring	2,000	SF	\$ 8.00	\$ 16,000	\$ 3,200	\$ 19,200
Door Transitions		Each		\$ -		\$ -
					Subtotal	\$ 19,200
Gathering Area						
Flooring	8,500	SF	\$ 8.00	\$ 68,000	\$ 13,600	\$ 81,600
Door Transitions		Each		\$ -		\$ -
					Subtotal	\$ 81,600
Kitchen						
Equipment (i.e. duo oven, ventless dishwasher, reach-in freezer, reach-in refrigerator, walk-in refrigerator, dry storage, stainless steel food preparation counters, a three compartment sink, and plumbing modifications)	1	LS	\$ 175,000	\$ 175,000	\$ 35,000	\$ 210,000
Grease Interceptor	1	Each	\$ 3,700	\$ 3,700	\$ 740	\$ 4,440
Removal of Wall for Refrigerator	1	LS	\$ 5,500	\$ 5,500	\$ 1,100	\$ 6,600
Addition of 1-2 Sprinklers	1	LS	\$ 4,500	\$ 4,500	\$ 900	\$ 5,400
Concrete Pad for Condensing Unit	1	LS	\$ 4,500	\$ 4,500	\$ 900	\$ 5,400
					Subtotal	\$ 231,840
Kitchen						
Coating for Kitchen Floor (Epoxy)	1	LS	\$ 12,000	\$ 12,000	\$ 2,400	\$ 480
Install FRP on Wall	1	LS	\$ 3,000	\$ 3,000	\$ 600	\$ 3,600
New Ceiling	1	LS	\$ 8,000	\$ 8,000	\$ 1,600	\$ 9,600
					Subtotal	\$ 13,680
					Construction Cost	\$ 372,120
					Electrical Improvements	\$ 30,000
					Design & Permitting	\$ 52,000
					Construction Mgmt	\$ 60,318
					TOTAL	\$ 514,438



PUBLIC NOTICE
CITY OF NATIONAL CITY

**10 DAY PUBLIC REVIEW AND COMMENT PERIOD AND PUBLIC HEARING FOR THE
DRAFT SECOND AMENDMENT TO THE 2019-2020 ACTION PLAN TO ADD COMMUNITY
DEVELOPMENT BLOCK GRANT CARES ACT ROUND 3 FUNDS**

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to submit a Substantial Amendment to Program Year (PY) 2019-2020 Action Plan to for its Community Development Block Grant Program funded by the U.S. Department of Housing and Urban Development (HUD).

On March 27, 2020, the President signed the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136). The bill provided \$5 billion for CDBG to rapidly respond to COVID-19. HUD released the third round of CARES Act funds on September 11, 2020. The City will receive \$643,113 in Community Development Block Grant CARES Act round 3 funding (CDBG-CV) to prevent, prepare for, and respond to the coronavirus. Funds are intended to primarily serve low and moderate-income residents and areas.

A thirty (30) day public comment period is required, however, HUD has waived this requirement provided that no less than five (5) days are provided for public comments on each substantial amendment. In addition, waivers remove the requirement to hold in-person public hearings to comply with national and local social gathering requirements.

A 10-day review of the Draft Second Amendment to the 2019-2020 Action Plan will be available for public comment November 6 to 16, 2020 on the City's website www.nationalcityca.gov/cdbg-home. To provide an opportunity for public comment during the 10-day review period of the Action Plan, you must submit comments referencing the Draft Second Amendment to the 2019-2020 Action Plan via e-mail to apalma@nationalcityca.gov.

Notice is hereby given that the City Council of the City of National City will hold a Public Hearing for the Draft Second Amendment to the 2019-2020 Action Plan on Tuesday, November 17, 2020, at 6:00 p.m. The purpose of the Public Hearing is to provide the opportunity for public comment on the needs and priorities identified for the Plan, and on the CDBG-CV funding recommendations to City Council.

Public participation is an essential part of the development of the Action Plan process. Due to the COVID-19 global pandemic interested persons and community groups are invited to view the Public Hearings live via webcast at www.nationalcityca.gov. To provide an opportunity for public comment at this meeting, comments may be submitted via e-mail to clerk@nationalcityca.gov by 4:00 p.m. on the day of the City Council Meeting. Written comments must reference the Draft Second Amendment to the 2019-2020 Action Plan. All comments received from the public will be made a part of the record of the meeting.

For more information regarding this process, please contact the National City Housing Authority at (619) 336-4219. Hearing-impaired persons please use the CAL Relay Service Number 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Brad Raulston, City Manager
City of National City
November 6, 2020

Funding Recommendations for the Second Amendment to the 2019-2020 Action Plan

U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant CARES Act (CDBG-CV) round 3 entitlement award is \$643,113 for activities to prepare, prevent, and respond to COVID-19.

Applicant Name	Program name	Requested Amount	Funding Recommendation
National City Community Services and Engineering Department	MLK Jr. Community Center Public Facility Improvement	\$ 514,491.00	\$ 514,491.00
National City Housing Authority	CDBG-CV Administration	\$ 128,622.00	\$ 128,622.00
	Total	\$ 643,113.00	\$ 643,113.00

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN INCREASE OF \$643,113.00 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR CARES ACT ROUND THREE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) ACTIVITIES AND AUTHORIZING THE SUBMISSION OF THE SECOND AMENDMENT TO THE 2019-2020 ACTION PLAN THAT INCORPORATES THE FUNDED ACTIVITIES INTO SAID ACTION PLAN FOR ACCEPTANCE BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

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

WHEREAS, on March 27, 2020, the President of the United States of America signed the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”) (Public Law 116-136); and

WHEREAS, the CARES Act provided \$5 billion for CDBG to rapidly respond to COVID-19; and

WHEREAS, the City of National City (“City”) received \$464,017 in entitlement funds from HUD in the first round of CARES Act Community Development Block Grant Coronavirus (“CDBG–CV”) funding to prevent, prepare for, and respond to the coronavirus; and

WHEREAS, in accordance with the federal regulations 24 CFR, Part 91, the City submitted the First Amendment to the 2019-2020 Action Plan to add CARES Act CDBG-CV funds; and

WHEREAS, the City did not receive funds in the second round of CARES Act CDBG-CV allocations; and

WHEREAS, the City will receive \$643,113 in entitlement funds from HUD in the third round of CARES Act CDBG–CV allocations to prevent, prepare for, and respond to the coronavirus; and

WHEREAS, in accordance with the federal regulations 24 CFR, Part 91, the City is required to prepare and submit a Second Amendment to the 2019-2020 Action Plan to add CARES Act CDBG-CV funds; and

WHEREAS, HUD requires that all CDBG entitlement communities, such as the City, hold one Public Hearing and a 30-day public comment period to solicit input on the Second Amendment to the 2019-2020 Action Plan; and

WHEREAS, HUD waived the 30-day public comment period requirement provided that no less than five (5) days are provided for public comments on each substantial amendment; and

WHEREAS, the City provided a 10-day public comment period for the Second Amendment to the 2019-2020 Action Plan; and

WHEREAS, HUD waived the requirement to hold in-person Public Hearings to comply with national and local social gathering requirements; and

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WHEREAS, the City will hold a virtual Public Hearing on November 17, 2020; and

WHEREAS, the City will incorporate public comments received into the Second Amendment to the 2019-2020 Action Plan for the final submission to HUD; and

WHEREAS, CARES Act CDBG-CV funds in the amount of \$643,113 will be appropriated to the Second Amendment to the 2019-2020 Action Plan activities through Fiscal Year (FY) 2022, hereto attached as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of National City hereby adopts the Second Amendment to the 2019-2020 Action for submission to HUD.

BE IT FURTHER RESOLVED, that the City Council of the City of National City hereby authorizes an increase of \$643,113 to the CDBG-CV to be appropriated to the Second Amendment to the 2019-2020 Action Plan activities through Fiscal Year 2022, as set forth in Exhibit “A.”

BE IT FURTHER RESOLVED, that the City Council of the City of National City hereby authorizes the submission of the Second Amendment to the 2019-2020 Action Plan for the expenditure of said funds to HUD.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the final submission of the Second Amendment to the 2019-2020 Action Plan, certifications, and agreements required by HUD for the full implementation of the activities funded under said Plan.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute budget adjustments as necessary to reflect the funding allocations to the Second Amendment to the 2019-2020 Action Plan through Fiscal Year 2022.

PASSED and ADOPTED this 17th day of November, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

Second Amendment to the 2019-2020 Action Plan CARES Act CDBG-CV Funds

U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant CARES Act (CDBG-CV) entitlement award is \$643,113 for activities to prepare, prevent, and respond to COVID-19.

Applicant Name	Program name	Award
National City Community Services and Engineering Department	MLK Jr. Community Center Public Facility Improvement	\$ 514,491.00
National City Housing Authority	CDBG-CV Administration	\$ 128,622.00
	Total	\$ 643,113.00

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City authorizing the execution of an Order of Vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue. \(Applicant: Charles Keltner for Burlington Northern and Santa Fe \(BNSF\) Railway Company\) \(Case File No. 2020-09 SC\) \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: | November 17, 2020 |

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing – Resolution of the City Council of the City of National City authorizing the execution of an Order of Vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue. (Applicant: Charles Keltner for Burlington Northern and Santa Fe (BNSF) Railway Company) (Case File No. 2020-09 SC) |

PREPARED BY: | Martin Reeder, AICP |



DEPARTMENT: Community Development

PHONE: | 619-336-4313 |

APPROVED BY: _____



EXPLANATION:

The City Council initiated the vacation request on August 18, 2020 to vacate Harrison Avenue between West 18th and 19th streets, including a small portion of West 18th Street north of Harrison Avenue. These areas are paper streets (not improved). BNSF Railway Company owns the properties on either side of the street, both of which are vacant dirt areas. Due to security issues with unauthorized activities occurring on the properties, the applicant wishes to vacate the adjacent street in order to control access to the area. The portion of Harrison Avenue in question is 250 feet long by 40 feet wide. The area portion of West 18th Street is 80 feet by 40 feet. The total vacation area is 13,200 square feet. The Planning Commission determined the vacation consistent with the General Plan on October 19, 2020

The attached Background Report describes the proposed vacation in more detail.

This project also requires a Coastal Development Permit, the Notice of Decision for which is on this same agenda |

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Exempt pursuant to CEQA, Section 15305 Minor Alterations in Land Use Limitations, Class 5. The street vacation does not result in any changes in land use.

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

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission determination and recommends approval of the alley vacation.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission determined the alley vacation request complies with the General Plan.
Vote: Ayes – Flores, Dela Paz, Yamane, Sendt, Natividad, Sanchez | Absent – Garcia

ATTACHMENTS:

- | | |
|---------------------------|---|
| 1. Background Report | 6. Notice of Exemption |
| 2. Recommended Findings | 7. Planning Commission Resolution No. 2020-09 |
| 3. Recommended Conditions | 8. Public Notice |
| 4. Overhead | 9. Resolution |
| 5. Site Photos | 10. Order of Vacation |

BACKGROUND REPORT

Staff Recommendation

Staff recommends that the City Council approve the street vacation request.

Executive Summary

The applicant has proposed to vacate Harrison Avenue between West 18th and 19th streets, including a small portion of West 18th Street north of Harrison Avenue. These areas are paper streets (not improved). BNSF Railway Company owns the properties on either side of the street, both of which are vacant dirt areas. Due to security issues with unauthorized activities occurring on the properties, the applicant wishes to vacate the adjacent street in order to control access to the area. The portion of Harrison Avenue in question is 250 feet long by 40 feet wide. The area portion of West 18th Street is 80 feet by 40 feet. The total vacation area is 13,200 square feet.

Adopted in January 2006, the City's Street Vacation Procedures require the City Council to initiate a request to vacate any public streets. The Council initiated the street vacation request on August 18, 2020. Pursuant to the Streets and Highways Code, Section 8313 and the Street Vacation Procedures, the Planning Commission must determine whether a proposed vacation conforms to the General Plan and forward the recommendation to the City Council. The Planning Commission made a finding of General Plan Conformance on October 19, 2020. The Commission also recommended approval of the associated Coastal Development Permit at the same hearing.

Site Characteristics

The segment of street proposed to be vacated is considered a "paper street", which is generally undeveloped land, but shown as street right-of-way on an Assessor's Parcel Map. The subject portion of street bifurcates two vacant and undeveloped properties owned by the BNSF Railway Company. The railroad right-of-way itself is located further to the west.

Proposal

The applicant is requesting the vacation of a portion of Harrison Avenue (north to south), that is 250 feet long by 40 feet wide, and a portion of West 18th Street, which is 80 feet wide by 40 feet long. The total area proposed to be vacated is 13,200 square feet in size. If vacated, Harrison Avenue in this location would revert to the underlying ownership of BNSF, along with the southerly 40 feet of the West 18th Street segment. The northerly 40 feet of West 18th Street would revert to the property owner to the north (Sidek International Inc.), although this area would likely be covered under an existing access easement for the benefit of BNSF. No development is proposed. The area would remain in its current

condition and be controlled with regard to access. There have been security issues related to unauthorized activities occurring on the properties (dumping, RV parking, etc.), which have created code enforcement issues. The area has generally been used for interim storage of railroad construction/maintenance materials, which is a permitted use for the area.

Analysis

The street segment proposed to be vacated is an undeveloped “paper street” and is not designated as a road or street in the Circulation Element of the General Plan. The “paper street” is not used for any form of motorized or non-motorized access. In addition, there is no connection for Harrison Avenue north or south of the segment and West 18th Street is a dead-end in this location. No property access is gained from the area to be vacated.

There are two public utilities that have facilities in or adjacent to the area proposed to be vacated (SDG&E and AT&T). In addition, there is public drainage pipe that is located in the current Harrison Avenue right-of-way at the terminus with West 19th Street. However, there is no City maintenance easement. After vacation the pipe would be on private property; therefore, future maintenance would be the responsibility of the property owner. As such, conditions have been included that will:

1. Reserve an easement for SDG&E for access and maintenance to their existing facilities.
2. Reserve an easement for AT&T for access and maintenance to their existing facilities.
3. Reserve a general utility easement for any other potential utilities existing in the area to be vacated.
4. Transfer maintenance responsibility of the drainage pipe to BNSF.

These reservations and responsibilities will be in place before the order to vacate and would thus be guaranteed once the street right-of-way is vacated.

General Plan Conformance

The street segment proposed to be vacated is an undeveloped “paper street” and is not designated as a road or street in the Circulation Element of the General Plan.

Vacating the street in this location would resolve an ongoing code enforcement issue and create a more comprehensive area for potential future development. While not proposed at this time, future development would be consistent with General Plan policies related to Goal LU-7: The efficient use of land and infrastructure, specifically, the following policies:

- **Policy LU-7.1:** Establish incentives to promote the use and development of vacant infill parcels and the intensification of land uses on underutilized parcels to realize the greatest benefit to the community.
- **Policy LU-7.6:** Support the strategic conversion of certain sections of streets into developable land only where the conversion positively contributes to the redevelopment and revitalization of the area, improves traffic safety, and does not impede emergency access.

This is important because the City has no additional zoned areas for future industrial development. Vacant parcels, underutilized parcels, and existing vacant buildings are the most logical locations to direct future development.

Planning Commission hearing

Planning Commission held a hearing on October 19, 2020 and determined that the Street Vacation was in conformance with the National City General Plan (Circulation Element).

Summary

The General Plan Circulation Element does not identify the area as a road or street. The proposed street vacation does not conflict with the policies and goals of the General Plan. Furthermore, the vacation would resolve an ongoing code enforcement issue and provide opportunities for future industrial development.

Options

1. Approve 2020-09 SC based on attached findings or other findings as determined by the City Council, subject to the attached conditions and authorize vacation of the subject portion of Harrison Avenue; or
2. Deny 2020-09 SC based on findings as determined by the City Council; or,
3. Continue the item for additional information.

RECOMMENDED FINDINGS FOR APPROVAL

2020-09 SC – Harrison Avenue vacation north of West 19th Street

1. That the street vacation as described on the attached plans is in compliance with the National City General Plan, since the portion of right-of-way to be vacated does not serve to provide any motorized or non-motorized access that will not otherwise be maintained.
2. That this portion of Harrison Avenue and West 18th Street is not identified as a road or street in the Circulation Element of the General Plan.

RECOMMENDED CONDITIONS OF APPROVAL

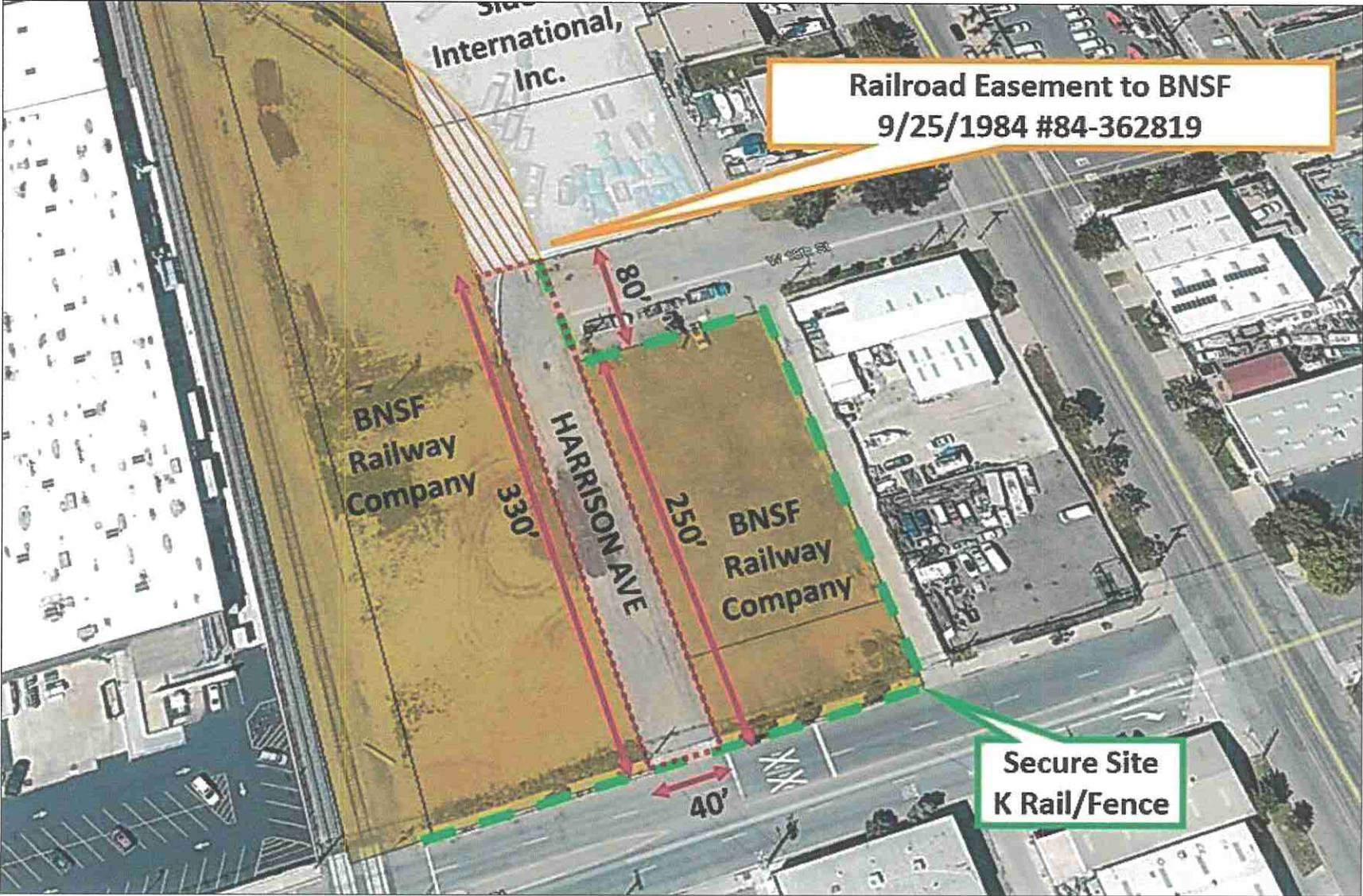
2020-09 SC – Harrison Avenue vacation north of West 19th Street

General

1. This *Street Closure* authorizes the vacation of 40 feet by 250 feet of Harrison Avenue north of West 19th Street and the westerly 40 feet of West 18th Street directly abutting the subject segment of Harrison Avenue being vacated. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2020-09 SC dated 9/16/2020.
2. This Street Closure shall not become effective without approval of Coastal Development Permit 2020-09 CDP.
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 Department.
4. The City shall reserve easements for all existing and proposed utilities located in the alley area prior to the vacation of the alley.
5. The City shall reserve easement and right-of-way for SDG&E to erect, construct, change the size of, improve, reconstruct, relocate, repair, remove, maintain and use facilities consisting of underground electric facilities, communication facilities and all appurtenances for the transmission and distribution of electricity and for pipelines and appurtenances, together with the right of ingress thereto and egress therefrom over said easement and over other practical routes. No building or other structure, including fences, shall be permitted within the easement without SDG&E's prior written consent. SDG&E's prior written consent shall be required before planting any trees or increasing/decreasing the ground elevation within the easement. The easement shall be in place prior to the vacation of the alley.
6. The City shall reserve easement and right-of-way for Pacific Bell Telephone Company dba AT&T California as it may from time to time require to construct, reconstruct and maintain (place, operate, inspect, repair, replace and remove) such aerial communications, facilities (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, wires, cables, crossarms, terminals, terminal equipment cabinets, service boxes, associated electrical conductor, and necessary fixtures and appurtenances.
7. The entire roadway are being vacated and the adjacent lots shall be kept free of tall weeds and debris per National City Municipal Code section 9.12.020 – *Weeds growing or located upon public streets, sidewalks, or private property to be a public nuisance pursuant to National City Municipal Code*. Approval for final sign-off shall

be contingent upon final field inspection and compliance with all applicable codes and ordinances. BNSF shall call the National City Fire Department to arrange for inspection.

8. Upon the vacation of Harrison Avenue, the applicant shall be responsible for the open storm drain pipe that is located at the southern terminus of Harrison Avenue north of West 19th Street.
9. The Harrison Avenue and West 18th reversionary interest shall remain encumbered under the railroad easement granted to BNSF under County of San Diego document number 84-362819, dated 9/25/1984.



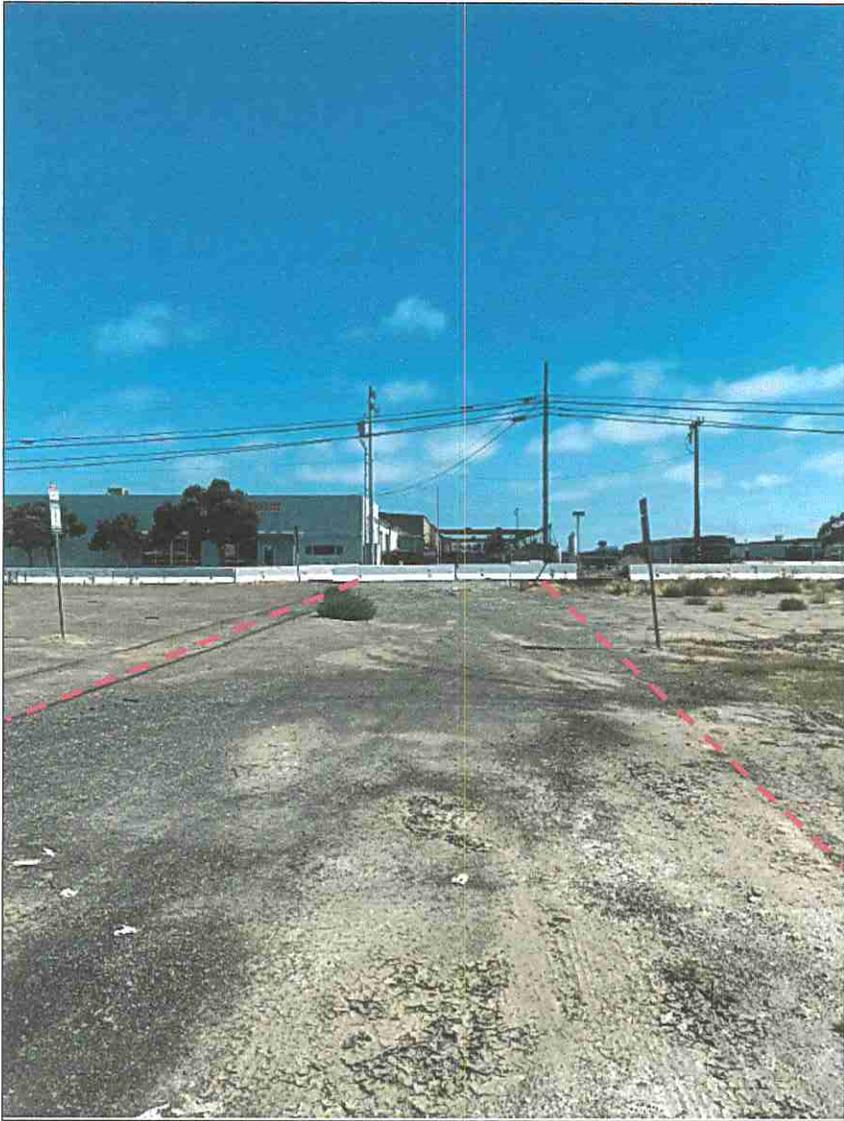
2020-09 SC –Harrison Ave. between West 18th and 19th Streets / and westerly 40 feet of West 18th Street north of Harrison Avenue.



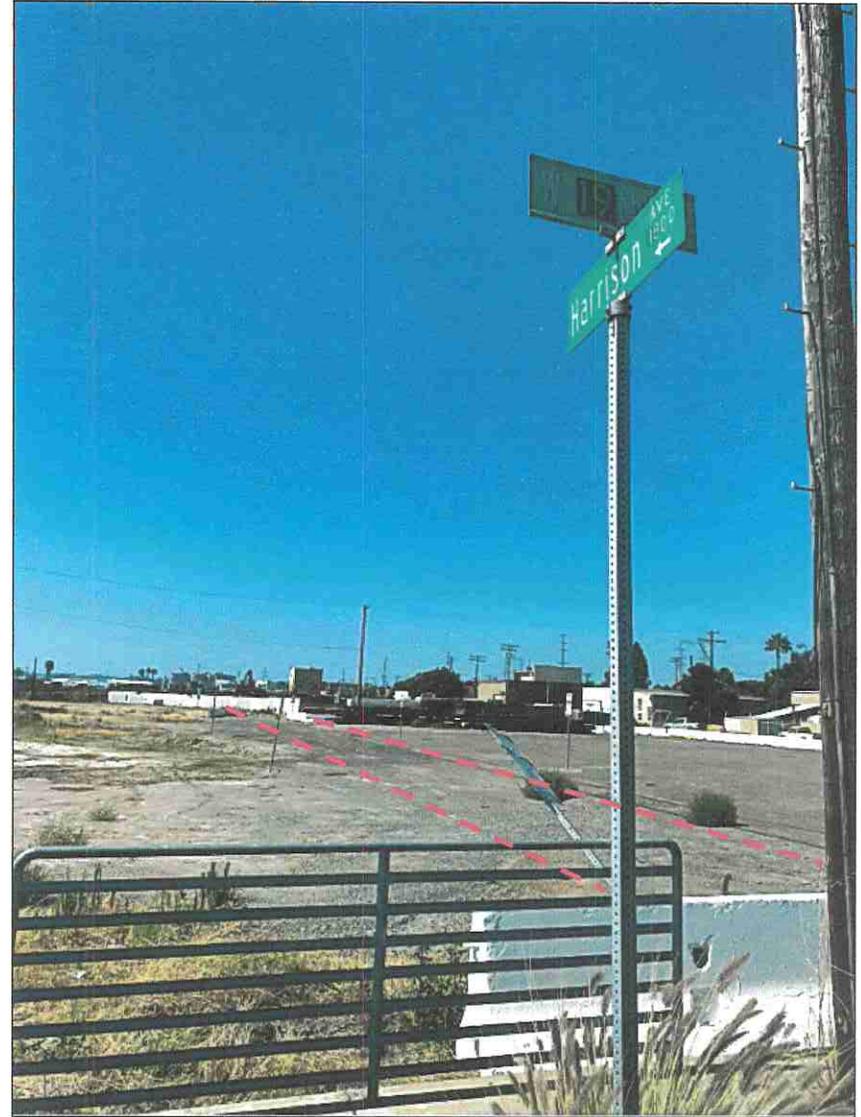
Harrison Ave. looking south from W. 18th Street



W. 18th Street looking north from Harrison Street



Harrison Avenue looking south



Harrison Avenue looking north from W. 19th Street



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

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

Project Title: 2020-09 SC, CDP

Project Location: Harrison Avenue between W. 18th and 19th Streets, and the westerly 40 feet of W. 18th Street north of Harrison Avenue, National City, CA 91950 in the Coastal Zone.

Lead Agency: City of National City

Contact Person: Martin Reeder

Telephone Number: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Vacation of 250 feet by 40 feet of Harrison Avenue north of West 19th Street and 80 feet by 40 feet of West 18th Street immediately abutting Harrison Avenue to the north.

Applicant:

Charles Keltner
2650 Lou Menk Drive
MOB2-392,
Fort Worth, TX 76131-2828

Telephone Number:

(817) 352-6464

Exempt Status:

Categorical Exemption. Class 35, Section 15305 (Minor Alterations in Land Use Limitations)

Reasons why project is exempt:

There is no possibility that the proposed vacation will have a significant impact on the environment since the area to be vacated is an undeveloped street right-of-way that is not identified as a major road (arterial or collector) in the Circulation Element of the General Plan, and is not identified for any future street or alley extension in or near the subject area. The property is less than five acres in size and is surrounded by urban development.

Date:

MARTIN REEDER, AICP - Principal Planner

RESOLUTION NO. 2020-09

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA,
FINDING THE VACATION OF A PORTION OF HARRISON AVENUE
BETWEEN WEST 18TH AND 19TH STREETS, AND THE WESTERLY 40 FEET
OF WEST 18TH STREET NORTH OF HARRISON AVENUE
FOR CONFORMANCE WITH THE GENERAL PLAN.

APPLICANT: CHARLES KELTNER FOR BURLINGTON NORTHERN AND SANTA FE
(BNSF) RAILWAY COMPANY
CASE FILE NO. 2020-09 SC

WHEREAS, the Planning Commission of the City of National City considered the vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue for conformance with the General Plan at a hearing held on October 19, 2020, at which time oral and documentary evidence was presented; and,

WHEREAS, at said hearing the Planning Commission considered the staff report contained in Case File No. 2020-09 SC 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; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

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 October 19, 2020, support the following findings:

1. That the street vacation as described on the attached plans is in compliance with the National City General Plan, since the portion of right-of-way to be vacated does not serve to provide any motorized or non-motorized access that will not otherwise be maintained.
2. That this portion of Harrison Avenue and West 18th Street is not identified as a road or street in the Circulation Element of the General Plan.

ATTACHMENT 7

BE IT FURTHER RESOLVED that the application for Street Vacation, if approved, is subject to the following conditions:

1. This *Street Closure* authorizes the vacation of 40 feet by 250 feet of Harrison Avenue north of West 19th Street and the westerly 40 feet of West 18th Street directly abutting the subject segment of Harrison Avenue being vacated. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2020-09 SC dated 9/16/2020.
2. This Street Closure shall not become effective without approval of Coastal Development Permit 2020-09 CDP.
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 Department.
4. The City shall reserve easements for all existing and proposed utilities located in the alley area prior to the vacation of the alley.
5. The City shall reserve easement and right-of-way for SDG&E to erect, construct, change the size of, improve, reconstruct, relocate, repair, remove, maintain and use facilities consisting of underground electric facilities, communication facilities and all appurtenances for the transmission and distribution of electricity and for pipelines and appurtenances, together with the right of ingress thereto and egress therefrom over said easement and over other practical routes. No building or other structure, including fences, shall be permitted within the easement without SDG&E's prior written consent. SDG&E's prior written consent shall be required before planting any trees or increasing/decreasing the ground elevation within the easement. The easement shall be in place prior to the vacation of the alley.
6. The City shall reserve easement and right-of-way for Pacific Bell Telephone Company dba AT&T California as it may from time to time require to construct, reconstruct and maintain (place, operate, inspect, repair, replace and remove) such aerial communications, facilities (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, wires, cables, crossarms, terminals, terminal equipment cabinets, service boxes, associated electrical conductor, and necessary fixtures and appurtenances.
7. The entire roadway are being vacated and the adjacent lots shall be kept free of tall weeds and debris per National City Municipal Code section 9.12.020 – *Weeds growing or located upon public streets, sidewalks, or private property to be a public nuisance pursuant to National City Municipal Code*. Approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes

and ordinances. BNSF shall call the National City Fire Department to arrange for inspection.

8. Upon the vacation of Harrison Avenue, the applicant shall be responsible for the open storm drain pipe that is located at the southern terminus of Harrison Avenue north of West 19th Street.
9. The Harrison Avenue and West 18th reversionary interest shall remain encumbered under the railroad easement granted to BNSF under County of San Diego document number 84-362819, dated 9/25/1984.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the Planning Commission finds the proposed Street Vacation in conformance with the National City General Plan.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 19, 2020 by the following vote:

AYES: Flores, Dela Paz, Yamane, Sendt, Natividad, Sanchez

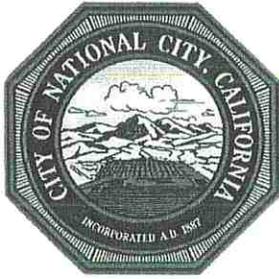
NAYS: None.

ABSENT: Garcia

ABSTAIN: None.



CHAIRPERSON



**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, November 17, 2020**, via **LIVE WEBCAST** from the City Council Chambers, 1243 National City Blvd., National City, CA., to consider:

**STREET VACATION AND COASTAL DEVELOPMENT PERMIT
FOR THE VACATION OF HARRISON AVENUE BETWEEN
WEST 18TH AND 19TH STREETS, AND THE WESTERLY 40 FEET
OF WEST 18TH STREET NORTH OF HARRISON AVENUE
IN THE COASTAL ZONE.**

The Planning Commission recommended approval of the Coastal Development Permit and found the street vacation in conformance with the National City General Plan at their meeting of October 19, 2020 by unanimous vote with one member absent.

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. 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.

November 2, 2020

Michael R. Dalla, CMC
City Clerk

ATTACHMENT 8

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE EXECUTION OF AN ORDER OF VACATION AND CLOSURE OF
A PORTION OF HARRISON AVENUE BETWEEN WEST 18TH AND 19TH STREETS,
AND THE WESTERLY 40 FEET OF WEST 18TH STREET NORTH OF HARRISON
AVENUE**

WHEREAS, application was made requesting to vacate and close Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue, in the City of National City, County of San Diego, State of California; and

WHEREAS, on August 18, 2020, the City Council of the City of National City conducted a public hearing, initiating said vacation and closure of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue; and

WHEREAS, on October 19, 2020, the Planning Commission of the City of National City considered the proposed vacation and closure, and found and determined that the vacation and closure of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue conforms with the City of National City's adopted General Plan; and

WHEREAS, the City of National City General Plan does not consider the portion of alley as an arterial or collector street; and

WHEREAS, the City Council of the City of National City has considered the Planning Commission's report and recommendation, and the presentation of staff regarding the proposed vacation and closure; and

WHEREAS, the City Engineer of the City of National City caused notice of said vacation and closure to be posted in the manner specified by law; and

WHEREAS, a Public Hearing was held on November 17, 2020 at which time all persons interested in or objecting to the proposed vacation and closure were afforded the opportunity to appear and be heard; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that it hereby approves said street vacation and closure based on the following findings:

1. That the street vacation and closure as described on the attached plans is in compliance with the City of National City General Plan, since the portion of right-of-way to be vacated and closed does not serve to provide any motorized or non-motorized access that will not otherwise be maintained.
2. That this portion of Harrison Avenue and West 18th Street is not identified as a road or street in the Circulation Element of the General Plan.

BE IT FURTHER RESOLVED that the street vacation and closure is approved subject to the following conditions:

1. This *Street Closure* authorizes the vacation of 40 feet by 250 feet of Harrison Avenue north of West 19th Street and the westerly 40 feet of West 18th Street directly abutting the subject segment of Harrison Avenue being vacated. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2020-09 SC dated 9/16/2020.
2. This Street Closure shall not become effective without approval of Coastal Development Permit 2020-09 CDP.
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 to the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the City of National City Planning Department.
4. The City of National City shall reserve easements for all existing and proposed utilities located in the alley area prior to the vacation and closure of the alley.
5. The City of National City shall reserve easement and right-of-way for SDG&E to erect, construct, change the size of, improve, reconstruct, relocate, repair, remove, maintain and use facilities consisting of underground electric facilities, communication facilities and all appurtenances for the transmission and distribution of electricity and for pipelines and appurtenances, together with the right of ingress thereto and egress therefrom over said easement and over other practical routes. No building or other

structure, including fences, shall be permitted within the easement without SDG&E's prior written consent. SDG&E's prior written consent shall be required before planting any trees or increasing/decreasing the ground elevation within the easement. The easement shall be in place prior to the vacation and closure of the alley.

6. The City shall reserve easement and right-of-way for Pacific Bell Telephone Company dba AT&T California as it may from time to time require to construct, reconstruct and maintain (place, operate, inspect, repair, replace and remove) such aerial communications, facilities (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, wires, cables, crossarms, terminals, terminal equipment cabinets, service boxes, associated electrical conductor, and necessary fixtures and appurtenances.
7. The entire roadway is being vacated and the adjacent lots shall be kept free of tall weeds and debris per City of National City Municipal Code section 9.12.020 – *Weeds growing or located upon public streets, sidewalks, or private property to be a public nuisance pursuant to National City Municipal Code*. Approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes and ordinances. Burlington Northern Santa Fe (“BNSF”) shall call the National City Fire Department to arrange for inspection.
8. Upon the vacation and closure of Harrison Avenue, the applicant shall be responsible for the open storm drain pipe that is located at the southern terminus of Harrison Avenue north of West 19th Street.
9. The Harrison Avenue and West 18th reversionary interest shall remain encumbered under the railroad easement granted to BNSF under County of San Diego document number 84-362819, dated 9/25/1984.

BE IT FURTHER RESOLVED by the City Council as follows:

1. That the Mayor and City Clerk are respectively authorized and directed to execute and attest an Order of Vacation of the above described portion of public right-of-way.
2. That the vacation of the above described portion of public right-of-way to motorized vehicles is made under the authority of Division 9, Part 3, Chapter 3 of the California Streets and Highways Code.
3. That the right-of-way to be vacated is not needed for present or future public transportation uses, because the properties abutting the street under consideration will continue to have access to public streets.

4. That the area to be vacated is not required as a non-motorized transportation facility for pedestrians, bicyclists, or equestrians.
5. That the vacation of the proposed segment of right-of-way is consistent with the City of National City's General Plan, because as the alley in this area is not an arterial or collector street.
6. That, once the Order of Vacation is executed, the City Clerk is hereby authorized and directed to cause a certified copy of subject Order to be recorded in the office of the County Recorder of San Diego County, pursuant Section 8325 of the California Streets and Highways Code.
7. That from and after the date that Order of Vacation is executed, the above-described portion of public right-of-way will no longer constitute a street, except as reserved and excepted herein.

PASSED and ADOPTED this 17th day of November, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

ORDER OF VACATION

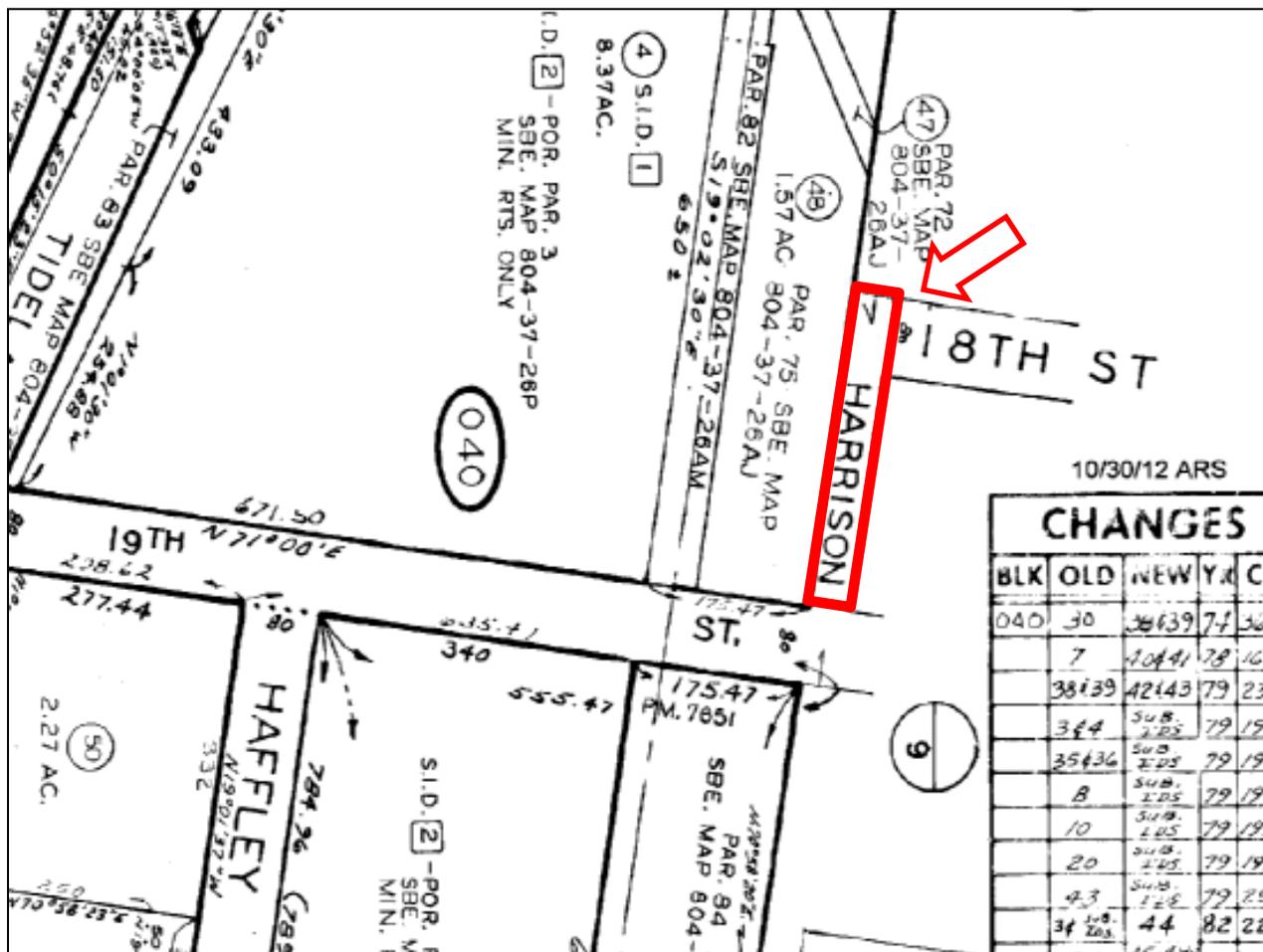
The City of National City, by authority of Resolution No. 2020- duly adopted on November 17, 2020 by the City Council of the City of National City, hereby orders the vacation of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue, more particularly described in Exhibit "A", attached hereto.

Executed this 17th day of November, 2020.

ALEJANDRA SOTELO-SOLIS, MAYOR

MICHAEL R. DALLA,
CITY CLERK

Exhibit "A"



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City \(1\) approving an Affordable Housing Density Bonus Agreement with National City Pacific Associates, a California Limited Partnership, restricting the rent and occupancy of twenty six \(26\) units to low income households in exchange for two density bonus concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 131 housing units located at 1105 National City Blvd. in National City; and \(2\) approving a Subordination and Intercreditor Agreement with Citibank, N.A, Wilmington Trust, and Riverside Charitable Corporation subordinating the Deed of Trust securing the performance of said Affordable Housing Density Bonus Agreement. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City (1) approving an Affordable Housing Density Bonus Agreement with National City Pacific Associates, a California Limited Partnership, restricting the rent and occupancy of twenty six (26) units to low income households in exchange for two density bonus concessions pursuant to California Government Code Sections 65915 – 65918 for the development of 131 housing units located at 1105 National City Blvd. in National City; and (2) approving a Subordination and Intercreditor Agreement with Citibank, N.A, Wilmington Trust, and Riverside Charitable Corporation subordinating the Deed of Trust securing the performance of said Affordable Housing Density Bonus Agreement.

PREPARED BY:

Greg Rose, Property Agent

PHONE: 619-336-4266

DEPARTMENT: Housing Authority

APPROVED BY: 

EXPLANATION:

National City Pacific Associates, a California Limited Partnership (Developer) is developing the property located at 1105 National City Blvd. Current zoning allows for the construction of 131 units by right. The Developer will restrict the rent and occupancy of twenty six (26) units to a low income household (below 60% of area median income) in exchange for a reduction in parking from 179 spaces to 88 spaces and to redesign the balconies to fall within the current building footprint, mandated by California Government Code Sections 65915 – 65918. The Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the twenty six (26) affordable units and the restriction of the affordable units by the recordation of this agreement assuring affordability for a total of fifty-five (55) years. A Performance Deed of Trust will also be recorded to secure the Agreement on the property. The Subordination Agreement establishes the City of National City as a Junior Lienholder. See Background Report for information on the Density Bonus Law.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

The Density Bonus Agreement is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report and Site Plan
2. Affordable Housing Density Bonus Agreement
3. Performance Deed of Trust
4. Subordination Agreement
5. Resolution

BACKGROUND REPORT

California's Density Bonus Law is a mechanism which allows developers to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or senior units. The Density Bonus Law (found in California Government Code Sections 65915 – 65918) provides developers with powerful tools to encourage the development of affordable and senior housing, including up to a 50% increase in project densities, depending on the amount of affordable housing provided. The Density Bonus Law is about more than the density bonus itself, however. It is actually a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. Other tools include reduced parking requirements, and incentives and concessions such as reduced setback and minimum square footage requirements. Often these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits. Sometimes these incentives are sufficient to make the project pencil out, but for other projects financial assistance is necessary to make the project feasible.

In determining whether a development project would benefit from becoming a density bonus project, developers also need to be aware that:

- The Density Bonus is a state mandate. A developer who meets the requirements of the state law is entitled to receive the density bonus and other benefits as a matter of right. As with any state mandate, some local governments will resist complying with the state requirement. But many local governments favor the density bonus as a helpful tool to cut through their own land use requirements and local political issues.
- Use of a density bonus may be particularly helpful in those jurisdictions that impose inclusionary housing requirements for new developments.
- Special development bonuses are available for developers of commercial projects who partner with affordable housing developers to provide onsite or offsite affordable housing. Special bonuses are also available for condominium conversion projects and projects that include child care facilities.
- The Legislature has recently added density bonuses for housing developments for foster youth, disabled veterans, homeless persons and college students.

Cities and counties are required to grant a density bonus and other incentives or concessions to housing projects which contain one of the following:

- At least 5% of the housing units are restricted to very low income residents.
- At least 10% of the housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale common interest development are restricted to moderate income residents.
- At least 10% of the housing units are for transitional foster youth, disabled veterans or homeless persons, with rents restricted at the very low income level.
- At least 20% of the housing units are for low income college students in housing dedicated for full-time students at accredited colleges.
- The project donates at least one acre of land to the city or county for very low income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.

- The project is a senior citizen housing development (no affordable units required).
- The project is a mobile home park age-restricted to senior citizens (no affordable units required).

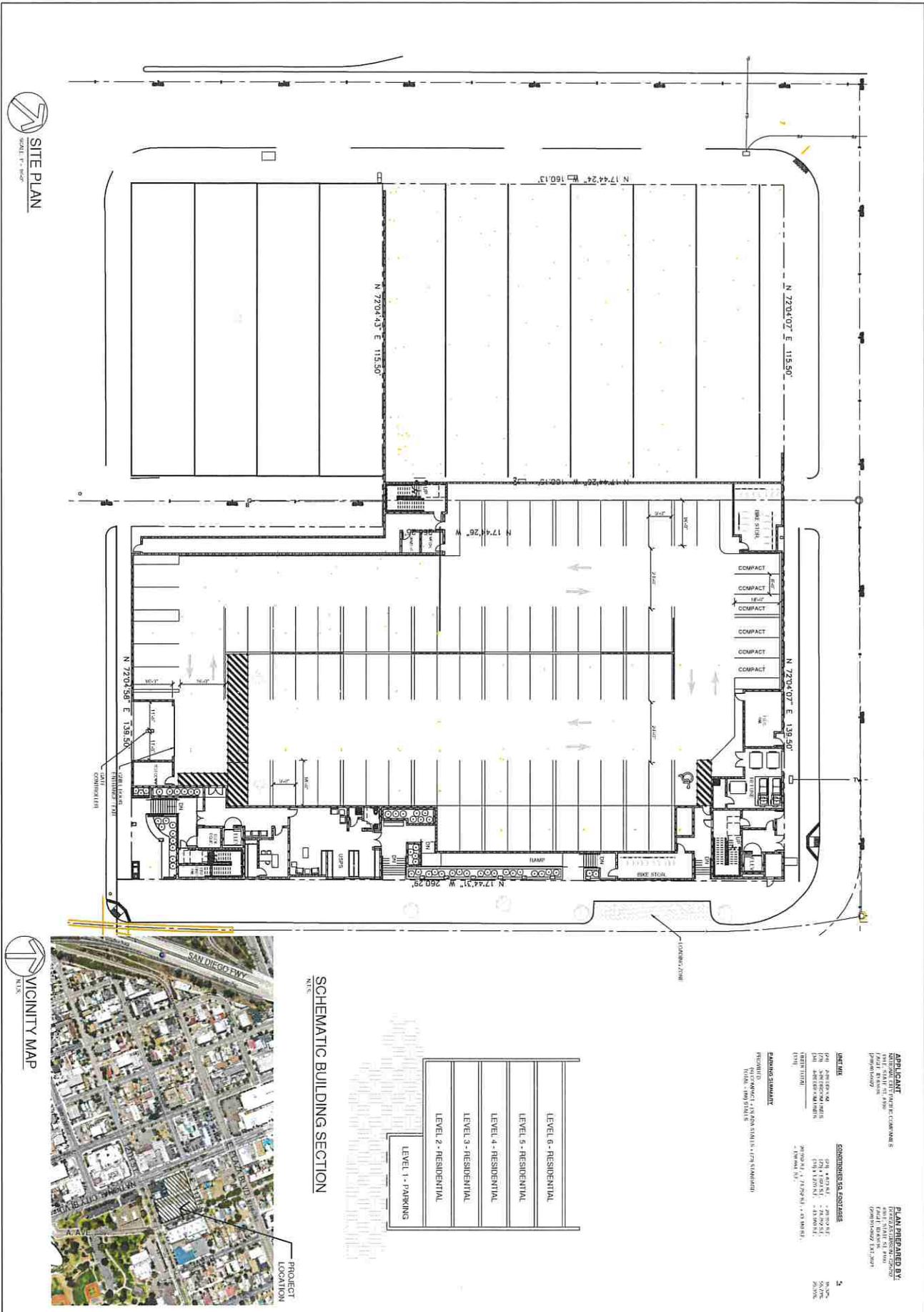
Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for those units. As of January 1, 2015, the income and rent restrictions must remain in place for a 55 year term for very low or lower income units. Rents must be restricted as follows:

- For very low income units, rents may not exceed 30% x 50% of the area median income for a household size suitable for the unit.
- For lower income units, rents may not exceed 30% x 60% of the area median income for a household size suitable for the unit.
- Area median income is determined annually by regulation of the California Department of Housing and Community Development, based upon median income regulations adopted by the U.S. Department of Housing and Urban Development.
- Rents must include a reasonable utility allowance.
- Household size appropriate to the unit means 1 for a studio unit, 2 for a one bedroom unit, 3 for a two bedroom unit, 4 for a three bedroom unit, etc. In many cases, achieving a reduction in parking requirements may be more valuable than the additional permitted units.

The Density Bonus Law is often used by developers to obtain more housing than the local jurisdiction would ordinarily permit, it can also be a helpful land use tool. The density bonus can provide a useful mechanism for increasing allowable density without requiring local officials to approve general plan amendments and zoning changes. A project that satisfies the requirements of the Density Bonus Law often can obtain the necessary land use approvals through the award of the density bonus units and requested concessions and incentives, without having to amend the underlying land use requirements.

Although there is no specific density bonus exemption from the California Environmental Quality Act, many density bonus projects are likely candidates for urban infill and affordable housing exemptions from CEQA. One commonly invoked exemption is the Class 32 urban infill exemption found in CEQA Guidelines Section 15332. That exemption is available if the project is consistent with applicable general plan designation and zoning, the site is five acres or less and surrounded by urban uses, is not habitat for endangered, rare or threatened species, does not have any significant effects relating to traffic, noise, air quality or water quality, and is adequately served by utilities and public services. Other exemptions are available for high density housing projects near major transit stops (CEQA Guidelines Section 15195) and affordable housing projects of up to 100 units (CEQA Guidelines Section 15194).

The site plans for the apartment project at 1105 National City Blvd. start on the following page.



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

VICINITY MAP
N.T.S.

PROJECT LOCATION

A1.1

THE COURTYARDS AT KIMBALL

NATIONAL CITY BLVD. NATIONAL CITY, CA

SCHMATIC BUILDING SECTION
N.T.S.

- LEVEL 6 - RESIDENTIAL
- LEVEL 5 - RESIDENTIAL
- LEVEL 4 - RESIDENTIAL
- LEVEL 3 - RESIDENTIAL
- LEVEL 2 - RESIDENTIAL
- LEVEL 1 - PARKING

Pacific West Architecture
430 E. STATE STREET, SUITE 300
EAGLE, IDAHO 83616
208-844-0292
PAW@PWA.COM

ALASKA - ARIZONA - CALIFORNIA - COLORADO - HAWAII - IDAHO - ILLINOIS - IOWA - KANSAS - LOUISIANA - MONTANA - NEVADA - NEW MEXICO - NORTH DAKOTA - OREGON - SOUTH CAROLINA - U.S.V.I. - UTAH - WASHINGTON - WYOMING

PACIFIC WEST ARCHITECTURE

THIS DRAWING CONTAINS INFORMATION WHICH IS THE PROPERTY OF PACIFIC WEST ARCHITECTURE. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE EXPRESS WRITTEN CONSENT OF PACIFIC WEST ARCHITECTURE. THE INFORMATION CONTAINED HEREIN IS FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE.

DATE: 10/15/2014
BY: [Signature]
CHECKED BY: [Signature]

APPLICANT:
NATIONAL CITY WEST CENTER
1000 WEST CENTER BLVD
NATIONAL CITY, OHIO 45422

PLAN PREPARED BY:
PACIFIC WEST ARCHITECTURE
1000 WEST CENTER BLVD
NATIONAL CITY, OHIO 45422

DATE: 10/15/2014

PROJECT: THE COURTYARDS AT KIMBALL

SCALE: 1/8" = 1'-0"

PROJECT LOCATION: 1000 WEST CENTER BLVD, NATIONAL CITY, OHIO

PROJECT NO.: PWA-14-001

DATE: 10/15/2014

PROJECT: THE COURTYARDS AT KIMBALL

SCALE: 1/8" = 1'-0"

PROJECT LOCATION: 1000 WEST CENTER BLVD, NATIONAL CITY, OHIO

PROJECT NO.: PWA-14-001

DATE: 10/15/2014

No Fees per Government Code 6103]
 RECORDING REQUESTED BY:]
 National City Housing Authority]
]
]
]
]
 WHEN RECORDED MAIL TO:]
 National City Housing Authority]
 Attention: Executive Director]
 1243 National City Boulevard]
 National City, CA 91950]

AFFORDABLE HOUSING DENSITY BONUS AGREEMENT
 (1105 National City Boulevard, National City)

THIS AFFORDABLE HOUSING DENSITY BONUS AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2020, by and between the City of National City (“City”), and National City Pacific Associates, a California Limited Partnership (“Developer”).

WHEREAS, Developer is the owner of that certain real property generally located at 1105 National City Boulevard, in the City of National City, County of San Diego, California, more particularly described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, Developer has applied to the City for a density bonus pursuant to Government Code section 65915, and Sections 18.48.030, et seq. of the National City Municipal Code, provided, however, the Developer has independently and of its own free will chosen not to increase the density of the Development to be built at the Property. Rather, the Developer is electing to only take the two (2) deviations, incentives and concessions (as defined in Government Code Section 65915 and Sections 18.48.040 of the National City Municipal Code) in exchange for providing the Affordable Units, as defined below; and

WHEREAS, Developer proposes to develop a total of 131 housing units on the Property (“Development”) and restrict the rent and occupancy of twenty-six (26) of those residential dwelling units (“Affordable Units”) to low-income households in exchange for the two (2) deviations, incentives and concessions; and

WHEREAS, This Agreement will serve to memorialize Developer’s obligation to provide the twenty-six (26) Affordable Units, the time frame for the construction and occupancy of the Affordable Units and the restriction of the Affordable Units by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years measured from the issuance of final inspection approval for the Development.

NOW, THEREFORE, in consideration of the foregoing and of the mutual terms and covenants hereinafter set forth and other good and valuable consideration, the City and Developer agree as follows:

1. Incentives. Developer acknowledges and agrees that, the Development is entitled to and is receiving two (2) incentives and concessions pursuant to and in accordance with Government Code 65915. Developer petitioned for and was granted the following concessions and waivers for the Project:

1.1 The parking requirement shall be reduced from 179 parking spaces to 79 parking spaces.

1.2 The balconies shall fall within the current building footprint. The redesigned balconies will no longer extend past the façade of the building and will be in-line with the exterior elevations.

2. Developer Covenants. Pursuant to and in consideration of the incentives and concessions, Developer hereby agrees and covenants on behalf of itself and its successors and assigns, and each successor in interest to the Property, that at all times during the term of this Agreement five (5) two-bedroom, fifteen (15) three-bedroom and six (6) four-bedroom residential dwelling units on the Property shall be rented and occupied as Affordable Units as set forth in this Agreement. As used herein the term “Affordable Unit” shall refer to the twenty-six (26) residential dwelling units on the Property which are held available strictly in accordance with the terms and conditions set forth in this Agreement.

3. Affordability Restrictions.

(a) Area Median Income. As used herein, “Area Median Income” shall mean the area median income, as adjusted for family size, for San Diego County, established periodically by the California Department of Housing and Community Development (“HCD”) and published in the California Code of Regulations. In the event HCD ceases to publish an established Area Median Income as aforesaid, the City may, in its sole discretion, use any other reasonably comparable method of computing Area Median Income.

(b) Occupancy Restrictions. During the term of this Agreement, each Affordable Unit shall be occupied by a household whose income does not exceed the low income limits applicable to San Diego County, adjusted for household size, as published annually by HCD, earning at or below sixty percent (60%) of the Area Median Income.

(c) Rent Amount. During the term of this Agreement, the monthly rental rate for each Affordable Unit (which shall include a utility allowance based on the utility allowance schedules published annually by the National City Housing Authority or the California Utility Allowance Calculator utility allowances as calculated by and at the expense of Developer) shall not exceed 1/12 of thirty percent (30%) of sixty percent (60%) of the Area Median Income, as adjusted for assumed household size and utilities. The imputed household size for each Affordable Unit shall be equal to the number of bedrooms in the unit plus one. For example, the rent for the one (1) one-bedroom unit shall be calculated using sixty percent (60%) of the Area Median Income for a two-person household.

4. Restrictions. The following restrictions shall also be applicable to the Affordable Units:

(a) No Relationship With Developer. No Affordable Unit shall be occupied or leased to Developer or any relative (by blood or marriage) of Developer or any person employed by Developer or of any individuals who are members, principals, executives, directors, partners or shareholders of Developer or in any entity having an ownership in Developer or in the Property.

(b) Full-Time Students. No Affordable Unit shall be occupied or leased to any household comprised exclusively of persons who are full-time students, unless such persons are eligible to file a joint federal income tax return and all such persons reside in the Affordable Unit. The term “full-time student” shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

(c) No Student Dependents. Notwithstanding the provisions of section 4(b), no Affordable Unit shall be occupied or leased to any student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the same unit.

(d) No Owners of Real Property. No Affordable Unit shall be occupied or leased to any person or any household comprised of one or more persons who own real property.

(e) Liquid Asset Limitation. No Affordable Unit shall be occupied or leased to any person or household holding, directly or indirectly, liquid assets whose aggregate value exceeds, at the time of determination of eligibility, eighty percent (80%) of the then-current annual Area Median Income. As used herein, the term “liquid assets” refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term “liquid assets” shall not include retirement funds or college savings plans which are not readily accessible or which cannot be accessed by the tenant without the tenant incurring a penalty.

(f) Income of Co-Tenants. The income of all co-tenants and/or occupants shall be taken into account in determining whether a tenant or prospective tenant meets the requirements of this Agreement.

(g) Eligible Tenants - Increased Income. If as a result of the annual recertification procedure described in Section 7 below any household which was previously determined to be eligible to occupy an Affordable Unit is determined to be ineligible as a result of increased income or assets, the City will provide written notification thereof, and Developer shall have one hundred eighty days (180) from the date of notification to take all reasonable steps to pursue eviction of the ineligible household. If Developer fails to act within the one hundred eighty day (180) period, the City shall require payment of a fee by Developer, provided that no fee shall be payable so long as Developer is diligently pursuing eviction of the ineligible household by appropriate proceedings. Under this fee requirement, the ineligible tenant residing in the Affordable Unit shall pay the full market rate rent, and Developer shall pay the difference between the affordable rent and the full market rate rent, as determined by the City, to the City. The period of fee payment shall in no

event exceed a period of six (6) months, at which time Developer's failure to provide such Affordable Unit to a household eligible hereunder shall constitute a material default under this Agreement. Provided, however, and notwithstanding anything to the contrary set forth in this Agreement, when a tenant occupies a unit subject to a regulatory agreement ("TCAC Regulatory Agreement") by and between the Developer and the California Tax Credit Allocation Committee pursuant to Section 42 of the Internal Revenue Code, such tenant shall be evicted as a result of such tenant being over income only as and when allowed by such TCAC Regulatory Agreement or by California State or Federal law, including 26 U.S.C. §42.

5. Term. Pursuant to Government Code Section 65915, this Agreement shall be effective on the date of its recordation and shall remain in force until the date that is fifty-five (55) years from the date of issuance of final inspection approval of the Development by the City.

6. Deed of Trust.

(a) Execution and Recordation. Developer shall, concurrently with the execution of this Agreement, execute, acknowledge and record a deed of trust on the Property ensuring timely performance of the obligations set forth in this Agreement ("Deed of Trust"). The Deed of Trust shall be subordinated to the construction deed(s) of trust and/or permanent financing in favor of institutional lenders, as approved by the City Manager. The subordination shall be upon such terms and conditions and for such periods of time as the City Manager may approve to protect the provision of affordable housing as required by this Agreement. The City shall reconvey the Deed of Trust following the expiration of the term of this Agreement.

(b) Foreclosure on the Property. In the event of a foreclosure on the Property which eliminates the Deed of Trust, the new owner, upon five (5) days written notice from the City, shall: (i) execute, acknowledge and deliver to the City an assignment and assumption of this Agreement in a form as approved by the City, in its reasonable discretion, for recordation; (ii) execute, acknowledge and deliver to the City a deed of trust, in a form as approved by the City, in its reasonable discretion, to be recorded against the Property, in a lien priority immediately junior to the assignment and assumption of this Agreement which will secure the performance of this Agreement; and (iii) reimburse the City for all of its attorneys' fees and costs in connection with the foregoing, including all costs, attorneys' fees, and expert witnesses fees incurred by the City in obtaining compliance by the new owner, including those incurred in litigation, if any.

7. Verification of Eligibility. No Affordable Unit shall be rented to a prospective tenant or occupied by any person unless and until the City, through its designated staff, has verified that the prospective tenant or occupant is eligible and that affordable rents will be charged in accordance with the criteria set forth in this Agreement. Developer and/or its successor in interest shall ensure that all eligibility and rent criteria are met during the term of the Agreement. Annually, on the anniversary of the initial certification of compliance, as determined by the City, during the term of this Agreement, Developer or its successor in interest shall certify to the City that the Affordable Units are being occupied by eligible tenants. Said certification shall be on forms acceptable to the City.

8. Maintenance Standards. During the term of this Agreement, Developer shall maintain the Affordable Units and the Property in a condition that satisfies the more stringent of (a) the requirements of the applicable local codes or (b) the United States Department of Housing and Urban Development's Uniform Physical Conditions Standards. The City shall have the right to inspect the Affordable Units and the Property prior to initial occupancy and periodically during the term of this Agreement, upon three business days' notice to Developer. The City shall have the right to disclose results of those inspections to the appropriate enforcement authorities. Any deficiencies in the physical condition of the Affordable Units shall be corrected by Developer at Developer's expense within thirty (30) days of the identification of such deficiency by the City and delivery of written notice of the same to Developer. Failure to maintain the unit(s) and the Property in compliance with this section shall constitute a breach of this Agreement and subject the Developer to damages as set forth in Section 13 of this Agreement.
9. Interpretation and Construction. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby. Nothing contained herein shall be deemed compliance with or waiver of any provision of law or conditions of approval except as expressly stated herein.
10. Design, Construction and Occupancy Schedule. The Affordable Units shall receive final inspection approval no later than the date that the market-rate units receive final inspection and approval. Time is of the essence in the occupancy of the Affordable Units. The City Manager may, in his or her sole discretion, extend one or more time deadlines for performance as referenced in this Agreement for good cause.
11. Indemnity. Developer agrees to indemnify, defend and hold harmless the City, the National City Housing Authority, and any and all of their respective councilmembers, commissioners, members, officers, agents, servants and employees (the "Indemnitees") from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from the construction, sale, rental or operation of the Development, the Property and/or any of the units, or from the default by Developer in the performance of its obligations under this Agreement; provided, however, that Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the gross negligence or willful misconduct of the Indemnitees.
12. Agreement Binding on Successors. The terms, covenants and conditions of this Agreement shall apply to, and shall bind the parties hereto and any successors or assignees. Developer shall not sell, transfer or otherwise dispose of the Property, any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the City an express written assumption of all of Developer's obligations under this Agreement, on a form reasonably acceptable to the City. Upon assignment and assumption by a successor entity, as approved by the City, Developer shall be released from all prospective liability and responsibility under the terms of this Agreement. Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this

Agreement. Further, Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes. Any sale or conveyance of the Property shall be made subject to this Agreement.

13. Damages; Enforcement; Remedies; Security.

(a) Standing; Equitable Remedies; Remedies Cumulative. Developer expressly agrees and declares that the City shall be the proper party to, and shall have standing to, initiate and pursue any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any event that is expressly stated to be a material default hereunder and which event remains uncured following thirty (30) days' written notice to Developer from the City (or up to ninety (90) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued), notwithstanding the fact that such damages or the detriment arising from such a material default that remains uncured as aforesaid may have actually been suffered by some other person or by the public at large. Further, Developer expressly agrees that injunctive relief and specific performance are proper pre-trial and/or post-trial remedies hereunder to assure compliance with this Agreement. Nothing in this Section and no recovery by the City shall restrict or limit the rights or remedies of persons or entities other than the City, against Developer in connection with the same or related acts by Developer, provided that Developer shall not be subject to duplicate awards or recoveries. The remedies set forth in this Section are cumulative and not mutually exclusive, except to the extent that their award is specifically determined to be duplicative by final order of a court of competent jurisdiction. Further, the award of damages hereunder shall not bar the exercise of police power or other governmental powers, or the pursuit of criminal, civil or administrative penalties by the City in connection with any material default under this Agreement that remains uncured as aforesaid. Developer acknowledges that a material default under this Agreement that remains uncured may constitute a violation of state law.

(b) Remedies At Law For Breach Of Rental Restrictions. In the event of any material default under the provisions hereof that remains uncured following thirty (30) days written notice to Developer from the City (or up to ninety (90) days after notice, if actions to correct the material default have been timely initiated and are, in the reasonable opinion of the City, being diligently pursued) regarding restrictions on rental of the Affordable Units, at the sole option of the City, the City shall be entitled to the following remedies at law to the extent they are not duplicative, the election of which shall not be required and may be revoked and/or modified until immediately prior to entry of judgment:

(1) Damages For Specific Breach. The City shall be entitled to recover compensatory damages, at its sole option in the event of a material uncured default under the terms of this Agreement. If the material uncured default in question involves the violation of Section 13(b) above, the amount of such compensatory damages shall be the product of multiplying (A) the number of months that the material uncured default in question has continued until the time of trial or cure, whichever occurs first, by (B) the result of subtracting (i) the rents properly chargeable hereunder for the Affordable Units at issue (ii) the rents actually collected by Developer for the Affordable Units at issue for the months in question, as reasonably determined by the City.

Developer and the City agree that it would be extremely difficult or impracticable to ascertain the precise amount of actual damages accruing to the City as a result of such a material uncured default and that the foregoing formula is a fair and reasonable method of approximating such damages. The City shall be entitled to seek and to recover damages in separate actions for successive, separate breaches, which may occur during the term of this Agreement. Further, interest shall accrue on the amount of such damages from the date of the expiration of Developer's cure period for the material uncured breach in question at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less. Nothing in this section shall preclude the award of exemplary damages as allowed by law.

(2) Acceleration and Liquidation of Future Performance. At the sole option of the City, if any material default by Developer in the performance of its obligations under this Agreement remains uncured for more than ninety (90) days after written notice to Developer by the City specifying such breach in reasonable detail (or such longer period of time, not to exceed six (6) months, as may reasonably be required for Developer to cure such breach exercising reasonable diligence), Developer's obligation to perform hereunder may be accelerated by the City and declared immediately due through the payment of a liquidated sum. Developer and the City agree that it would be extremely difficult and impractical to predict the precise cost to the City of (i) locating rental units equivalent to the Affordable Units, (ii) procuring such units (through purchase, lease or subsidies) at the rent discounts contemplated herein, (iii) performing the substantial administrative activities associated with replacing the Affordable Units, and (iv) inflation. Therefore, Developer and the City agree that, in the event of a material default hereunder by Developer that remains uncured as aforesaid, and upon written notice from the City to Developer that the City has elected to exercise its option to accelerate and liquidate Developer's performance hereunder in accordance with the provisions of this Section 13(b)(2), Developer shall pay, and the City shall be entitled to receive, within thirty (30) days of the City's delivery of such written notice, in complete liquidation of the City's future monetary damages and Developer's future obligations under this Agreement, a lump sum payment equal to: (A) the aggregate of the mathematical differences between the monthly rent for a "Comparable Market Rate Unit" (as determined by the City, using statistical data for units of the same size and location at the time of the breach) and the monthly rent allowable hereunder for the Affordable Units, at the date of delivery of the aforesaid written notice of election to accelerate, multiplied by (B) the number of months remaining in the term of this Agreement, from and after the date of delivery of the aforesaid written notice of election to accelerate. Developer and the City agree that acceleration is a fair and reasonable remedy for non-compliance hereunder, and that the foregoing formula represents a fair and reasonable method of approximating and liquidating the future monetary obligations of Developer to the City hereunder for purposes of any such optional acceleration by the City. Further, such liquidated amount shall automatically commence to bear interest at the rate of ten percent (10%) per annum or the maximum rate then allowed by law, whichever is less, from and after the date that the City delivers to Developer the aforesaid written notice of the City's election to accelerate Developer's performance hereunder, until paid. Further, if Developer breaches this Section 13(b)(2), the City shall be entitled to receive all reasonable attorneys' fees, costs of suit, title insurance charges, foreclosure costs and other out-of-pocket expenses reasonably incurred in recovering such liquidated amount.

If to Developer: National City Pacific Associates
430 E. State Street, Suite 100
Eagle, ID 83616

(h) Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

(i) Further Assurances. If Developer does not receive all of the necessary permits and approvals to construct the Project, Developer and the City agree that this Agreement and the incentives granted herein shall be null and void and of no further force and effect and Developer and the City agree to take all reasonable steps and to execute and cause to be recorded all documents reasonably necessary to remove this Agreement and the Deed of Trust from the record chain of title to the Property.

16. Risk of Market Conditions. Developer shall bear sole responsibility for developing, constructing and marketing the units covered by this Agreement, pursuant to the approvals that the City has issued for the Development and the requirements contained in this Agreement. The City shall have no obligation to amend this Agreement, and the Developer shall reimburse the City for administrative costs associated with any modification of this Agreement that shall require the approval of the City Council of National City.

17. Cancelation. This Agreement shall be terminated if at any time prior to construction of the Project, Developer elects not go forward with construction of the Project or not avail itself of the incentives granted by the City and the Project's building permit is either not issued, is terminated or is amended to remove the incentives granted by the City. Upon receipt of Developer's written notice of cancelation with sufficient backup to verify the foregoing conditions have been satisfied, the City and Developer shall terminate this Agreement and shall cause such termination to be recorded in the Office of the County Recorder of the County of San Diego.

18. Signature Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the other party hereto that he or she has the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf he or she is signing.

**CITY:
CITY OF NATIONAL CITY**

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:

By: _____
Angil P Morris-Jones
City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

DEVELOPER:

National City Pacific Associates, a California Limited Partnership

By: _____

Print Name: _____

Its: _____

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 _____, 2020, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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 _____, 2020, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"**Legal Description of the Property**

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

LOT 2 OF CENTRO/REVOLUTION 2, CASE FILE NO. S-2006-5, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN ON MAP NO. 15807, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 30, 2010 AS FILE NO. 2010-0729372 OF OFFICIAL RECORDS.

TOGETHER WITH LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1 OF F. A. KIMBALL'S SUBDIVISION OF THE WEST HALF OF 10 ACRE LOT 4 IN QUARTER SECTION 154 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 585, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 20, 1889.

TOGETHER WITH THAT PORTION OF THE SOUTHERLY 10 FEET OF 11TH STREET AS VACATED BY RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF NATIONAL CITY, DATED NOVEMBER 21, 1911, ADJOINING SAID LOT 1 ON THE NORTH, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY. A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED SEPTEMBER 13, 1939 IN BOOK 936, PAGE 311 OF OFFICIAL RECORDS.

ALSO TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, DATED JANUARY 15, 2013, ADJOINING SAID PROPERTIES ON THE SOUTHWEST OF LOT 2, MAP 15807 WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY. A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED FEBRUARY 13, 2013 AS INSTRUMENT NO. 2013-0098259 OF OFFICIAL RECORDS.

EXCEPT FROM A PORTION OF SAID LOT 2 OF MAP 15807 ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE SITE LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF THE SITE OR ANY PORTION THEREOF WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, OR TO USE THE SITE IN SUCH A MANNER AS TO CREATE A DISTURBANCE TO THE USE OR ENJOYMENT OF THE SITE, AS EXCEPTED AND RESERVED IN THE DEED FROM THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY, A PUBLIC BODY, CORPORATE AND POLITIC,

RECORDED OCTOBER 26, 2005 AS INSTRUMENT NO. 2005-0930606 OF OFFICIAL RECORDS.

EXCEPTING FROM SAID LOTS 1 THROUGH 3, INCLUSIVE, IN BLOCK 1 OF SAID F.A. KIMBALL'S SUBDIVISION, ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, AS EXCEPTED AND RESERVED IN DEED FROM ORRIE D. KELLY AND MARY LENA KELLEY, HUSBAND AND WIFE, DATED JUNE 22, 1955 AND RECORDED JULY 6, 1955 IN BOOK 5704, PAGE 425 OF OFFICIAL RECORDS.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF MERGER RECORDED MARCH 10, 2017 AS INSTRUMENT NO. 2017-110878 OF OFFICIAL RECORDS.

APN: 556-554-26; 556-554-20 AND 556-554-25

No Fees per Government Code 6103

Recording Requested By:

National City Community
Development Commission

When Recorded Mail To:

National City Community
Development Commission
Attention: Executive Director
1243 National City Boulevard
National City, CA 91950

**DEED OF TRUST
(1105 National City Boulevard, National City)**

THIS DEED OF TRUST is dated as of the ___ day of _____, 2020, between National City Pacific Associates, a California Limited Partnership (“Trustor”), whose address is 430 E. State Street, Suite 100, Eagle, Idaho 83616, First America Title Company (“Trustee”), and the City of National City (“Beneficiary”), whose address is 1243 National City Boulevard, National City, California 91950.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City of National City, County of San Diego, State of California, described as (“Property”):

(See Legal Description - Exhibit “A”)

FOR THE PURPOSE OF SECURING:

(1) The timely performance of the Affordable Housing Density Bonus Agreement of even date herewith (“Agreement”), between the Beneficiary and the Trustor, and any renewals, extensions, modifications or amendments to the Agreement by the Trustor and each and every covenant set forth herein; and

(2) The performance of each agreement contained in this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys’ fees in a reasonable sum, in any

such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose on this Deed of Trust.

2. Payment of Liens and Taxes. To pay, when due, all taxes and assessments affecting the Property, including assessments on appurtenant water stock, all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust, and all costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand upon Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter upon the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ counsel; and to pay necessary expenses and costs, including attorneys' fees.

3. Reimbursement of Costs. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any reasonable amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

4. Use. That it will not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

5. Incorporation of Agreement. That the Agreement is incorporated herein by reference and made a part of this Deed of Trust.

6. Performance of Other Obligations. To perform, in a timely manner, each agreement and covenant by and between Trustor on any and all notes, loans and deeds of trust that are senior and/or junior to this Deed of Trust. A default in any of these obligations, beyond any applicable cure period, shall constitute a default under this Deed of Trust.

B. THE PARTIES AGREE THAT:

7. Waiver of Late Payments. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

8. Full Reconveyance. Upon expiration of the term of the Agreement and written request of Beneficiary, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority during the continuance of this Deed of Trust, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. Upon any such default beyond any applicable cure period, Beneficiary may, without notice and without regard to the adequacy of the security for the indebtedness secured by this Deed of Trust, either personally or by agent or court-appointed receiver, do the following: enter upon and take possession of the Property or any part of the Property; sue for or otherwise collect all rents, issues, and profits, including those past due and unpaid; and apply these rents, issues, and profits, less costs and expenses of operation and collection (including reasonable attorneys' fees), upon any indebtedness secured by this Deed of Trust, in any order determined by Beneficiary. The exercise of the foregoing rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

10. Default and Foreclosure. Upon default under the Agreement, subject to any applicable notice and cure rights contained in the Agreement, or in the performance of any obligation under this Deed of Trust beyond any applicable cure period, Beneficiary may declare all obligations secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale. After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

11. Due on Sale or Further Encumbrance. Trustor shall not sell, transfer or otherwise dispose of the real property described in this deed of trust, or any portion thereof, or any interest therein unless the proposed transferee shall have executed and delivered to the Beneficiary an express written assumption of all of Trustor's obligations hereunder this deed of trust, on a form reasonably acceptable to the Beneficiary. Consent to one transaction of this type will not constitute a waiver of the right to acquire consent to future or successive transactions.
12. General Provisions. This Deed of Trust applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the City of National City, and its successors and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
13. Substitution of Trustees. Beneficiary, or any successor in ownership of any obligations secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page where this Deed is recorded, and the name and address of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.
14. Cumulative Powers and Remedies. The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.
15. Conclusiveness of Recitals. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions absent manifest error. Further, the recitals shall be binding and conclusive upon the Trustor, its heirs, executors, administrators, successors, and assigns, and all other persons.
16. Attorneys' Fees. If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust. The prevailing party in any litigation, including but not limited to arbitration, writ petitions, complaints, and/or actions for declaratory relief, brought to enforce, interpret or reform the provisions of this Deed of Trust shall be entitled to reasonable attorneys' and experts' fees, costs and out-of-pocket expenses (whether or not considered recoverable "costs" under applicable statute) incurred in such litigation.

17. Request for Notices of Default and Sale. In accordance with Section 2924b of the California Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under that Deed of Trust executed by the Trustor concerning this Property be mailed to:

City of National City
 Attention: Executive Director
 1243 National City Boulevard
 National City, CA 91950

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

18. Inspections. Trustor shall permit Beneficiary and its agents or representatives, to inspect the Property at any and all reasonable times, upon 48 hours advance notice to Trustor. Inspections shall be conducted so as not to interfere with the tenants' use and enjoyment of the Property.

19. Hazardous Materials Defined. For purposes of this Deed of Trust, "Hazardous Materials" means and includes any flammable, explosive, or radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to the Property, including, but not limited to, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in, pursuant to, or for purposes of, the California Solid Waste Management, Resource Recovery and Recycling Act (California Government Code Section 66700 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery act (42 U.S.C. Section 6901, et seq.), Section 25117 or Section 25316 of the California Health & Safety Code; and any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; or any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); and any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.). Notwithstanding the above, the term "Hazardous Materials" shall not include small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar residential properties provided they are used in compliance with applicable laws. The term "Hazardous Materials Laws" means any federal, state or local law, code, statute, ordinance, rule, regulation, rule of common law or guideline relating to Hazardous Materials now or hereafter enacted or promulgated (collectively, and including, without limitation, any such laws which require notice of the use, presence, storage, generation, disposal or release of any Hazardous Materials to be provided to any party).

20. Trustor's Hazardous Materials Representations and Warranties and Indemnity. In addition to the general and specific representations, covenants and warranties set forth in the Deed of Trust or otherwise, Trustor represents, covenants and warrants, with respect to Hazardous Materials, as follows:

(a) Neither Trustor nor, to the best knowledge of Trustor, any other person, has ever caused or permitted any Hazardous Materials to be manufactured, placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof, or any property adjacent thereto, has ever been used (whether by the Trustor or, to the best knowledge of the Trustor, by any other person) as a manufacturing site, dump site or storage site (whether permanent or temporary) for any Hazardous Materials;

(b) Trustor hereby agrees to indemnify Beneficiary, its officers, employees, contractors and agents, and hold Beneficiary, its officers, employees, contractors and agents harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Beneficiary, its officers, employees, contractors and agents for, with respect to, or as a direct or indirect result of, the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials on or under the Property or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials from the Property (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials) regardless of whether or not caused by or within the control of Trustor, except to the extent arising as a result of the negligence or willful misconduct of Beneficiary.

(c) Trustor has not received any notice of (i) the happening of any event involving the use, spillage, discharge, or cleanup of any Hazardous Materials ("Hazardous Discharge") affecting Trustor or the Property or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Trustor or the Property ("Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA"). If Trustor receives any such notice after the date hereof, then Trustor will give, within seven (7) business days thereafter, oral and written notice of same to Beneficiary.

(d) Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, but not the obligation, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Materials or Environmental Complaint upon its receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any Hazardous Materials or an Environmental Complaint on or pertaining to the Property which, if true, could result in an order, suit or other action against Trustor affecting any part of the Property by any governmental agency or otherwise which, in the sole opinion of Beneficiary, could jeopardize its

security under this Deed of Trust. All reasonable costs and expenses incurred by Beneficiary in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the highest rate payable by law.

(e) The foregoing representation, covenants, indemnities and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by satisfaction of the obligations secured hereby or foreclosure or action in lieu thereof), and these representations, covenants, indemnities and warranties shall survive such release.

21. Authority to Sign. All individuals signing this Deed of Trust for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the Beneficiary that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

TRUSTOR:
National City Pacific Associates, a California Limited Partnership

By: _____
Print Name: _____
Its: _____

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 _____, 2020, before me, _____, notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit "A"**Legal Description**

That certain real property located in the City of National City, County of San Diego, State of California more particularly described as follows:

LOT 2 OF CENTRO/REVOLUTION 2, CASE FILE NO. S-2006-5, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN ON MAP NO. 15807, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 30, 2010 AS FILE NO. 2010-0729372 OF OFFICIAL RECORDS.

TOGETHER WITH LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1 OF F. A. KIMBALL'S SUBDIVISION OF THE WEST HALF OF 10 ACRE LOT 4 IN QUARTER SECTION 154 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 585, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 20, 1889.

TOGETHER WITH THAT PORTION OF THE SOUTHERLY 10 FEET OF 11TH STREET AS VACATED BY RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF NATIONAL CITY, DATED NOVEMBER 21, 1911, ADJOINING SAID LOT 1 ON THE NORTH, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY. A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED SEPTEMBER 13, 1939 IN BOOK 936, PAGE 311 OF OFFICIAL RECORDS.

ALSO TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, DATED JANUARY 15, 2013, ADJOINING SAID PROPERTIES ON THE SOUTHWEST OF LOT 2, MAP 15807 WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY. A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED FEBRUARY 13, 2013 AS INSTRUMENT NO. 2013-0098259 OF OFFICIAL RECORDS.

EXCEPT FROM A PORTION OF SAID LOT 2 OF MAP 15807 ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE SITE LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF THE SITE OR ANY PORTION THEREOF WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, OR TO USE THE SITE IN SUCH A MANNER AS TO CREATE A DISTURBANCE TO THE USE OR ENJOYMENT OF THE SITE, AS EXCEPTED AND RESERVED IN THE DEED FROM THE

COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY, A PUBLIC BODY, CORPORATE AND POLITIC, RECORDED OCTOBER 26, 2005 AS INSTRUMENT NO. 2005-0930606 OF OFFICIAL RECORDS.

EXCEPTING FROM SAID LOTS 1 THROUGH 3, INCLUSIVE, IN BLOCK 1 OF SAID F.A. KIMBALL'S SUBDIVISION, ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, AS EXCEPTED AND RESERVED IN DEED FROM ORRIE D. KELLY AND MARY LENA KELLEY, HUSBAND AND WIFE, DATED JUNE 22, 1955 AND RECORDED JULY 6, 1955 IN BOOK 5704, PAGE 425 OF OFFICIAL RECORDS.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT NOTICE OF MERGER RECORDED MARCH 10, 2017 AS INSTRUMENT NO. 2017-110878 OF OFFICIAL RECORDS.

APN: 556-554-26; 556-554-20 AND 556-554-25

WHEN RECORDED MAIL TO:

Citibank, N.A.
Transaction and Asset Management Group/Post Closing
388 Greenwich Street, Trading 6th Floor
New York, New York 10013
Attention: Tanya Jimenez
Re: Courtyards at Kimball Deal ID No. 60000214

SUBORDINATION AND INTERCREDITOR AGREEMENT

SUBORDINATION AND INTERCREDITOR AGREEMENT

(1105 National City Boulevard, National City)

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this “**Agreement**”) is dated for reference purposes only as of the ___ day of _____, 2020, by and between **the CITY OF NATIONAL CITY (“Junior Lienholder”)**, **CITIBANK, N.A.**, a national banking association (“**Citi**”), **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association (“**Wilmington**”) and **RIVERSIDE CHARITABLE CORPORATION**, a California non-profit public benefit corporation (“**RCC**” and, collectively with Citi and Wilmington, “**Senior Lenders**”), and acknowledged by **NATIONAL CITY PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP**, a California limited partnership (“**Borrower**”).

RECITALS:

A. Borrower has acquired the Senior Loans for the acquisition, construction, development, equipping and/or operation of a 131-unit multifamily residential project located in the City of National City, San Diego County, California, known or to be known as Courtyards at Kimball (the “**Property**”).

B. The Senior Loans are evidenced by the following security instruments (collectively, the “**Senior Deeds of Trust**”):

1. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Borrower for the benefit of California Housing Finance Agency, a public instrumentality and political subdivision of the State of California (“**Issuer**”), dated as of May 1, 2020 and recorded as Instrument No. 2020-0224109 in the Office of the Recorder of the County of San Diego, State of California (the “**Official Records**”) on May 4, 2020, and assigned to Citi pursuant to that certain Assignment of Deed of Trust and Loan Documents dated as of May 1, 2020 given by Issuer to Citi and recorded as Instrument No. 2020-0224110 in the Official Records on May 4, 2020;

2. Subordinate Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Borrower for the benefit of Citi, dated as of May 1, 2020 and recorded as Instrument No. 2020-0224111 in the Recorder’s Office on May 4, 2020;

3. Junior Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Borrower for the benefit of Issuer, dated as of May 1, 2020 and recorded as Instrument No. 2020-0224112 in the Recorder’s Office on May 4, 2020, and assigned to Wilmington pursuant to that certain Assignment of Junior Deed of Trust and Other Documents dated as of May 1, 2020 given by Issuer to Wilmington and recorded as Instrument No. 2020-0224113 in the Official Records on May 4, 2020;

4. Junior Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by the Borrower for the benefit of Issuer, dated as of May 1, 2020 and recorded as Instrument No. 2020-0224111 in the Recorder's Office on May 4, 2020, and assigned to Wilmington pursuant to that certain Assignment of Junior Deed of Trust and Other Documents dated as of May 1, 2020 given by Issuer to Wilmington and recorded as Instrument No. 2020-0224115 in the Official Records on May 4, 2020; and

5. Deed of Trust, Assignment of Leases and Rents and Financing Agreement, made by Borrower for the benefit of RCC, dated as of May 1, 2020 and recorded as Instrument No. 2020-0224116 in the Recorder's Office on May 4, 2020.

C. In connection with the Senior Loans, Borrower, Wilmington and Issuer executed that certain Regulatory Agreement and Declaration of Restrictive Covenants ("**CMFA Regulatory Agreement**") dated as of May 1, 2020 and recorded as Instrument No. 2020-0224108 in the Recorder's Office on May 4, 2020.

D. The Borrower and Citi have entered into that certain Construction Funding Agreement dated as of May 1, 2020 (the "**Construction Funding Agreement**") regarding the manner in which the improvements at the Property will be completed and paid for.

E. Borrower has executed that certain Affordable Housing Density Bonus Agreement (1105 National City Boulevard, National City) dated as of [____], 2020 (the "**Density Bonus Agreement**"), in favor of the Junior Lienholder and (ii) that certain Deed of Trust dated as of [____] (the "**City Deed of Trust**"), in favor of Junior Lienholder and securing the performance of Borrower's obligations under the Density Bonus Agreement, which Density Bonus Agreement and CITY Deed of Trust shall be recorded substantially concurrently herewith in the Official Records.

F. It is an intention of the parties hereto that the lien priority of certain of the items to be recorded in connection with the transaction contemplated herein as follows:

1. Density Bonus Agreement
2. CMFA Regulatory Agreement
3. Senior Deeds of Trust
4. Any UCC financing statements recorded in connection with the Senior Deeds of Trust
5. City Deed of Trust

G. As a condition to the making of the Senior Loans, Senior Lenders requires that Junior Lienholder execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the making of the Senior Loans and to induce Senior Lenders to consent to the Density Bonus Agreement and the City Deed of Trust, Junior Lienholder hereby agrees as follows:

1. **Definitions.** Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Senior Deeds of Trust. As used in this Agreement, the terms set forth below shall have the respective meanings indicated:

“*Bankruptcy Proceeding*” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“*Casualty*” means the occurrence of damage to or loss of any of the Property by fire or other casualty.

“*Condemnation*” means any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

“*Enforcement Action*” means the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the City Deed of Trust, the exercising of any banker’s lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower.

“*Enforcement Action Notice*” means a written notice from Junior Lienholder to Senior Lenders, given following default under the Density Bonus Agreement and the expiration of any notice or cure periods provided for such default in the Density Bonus Agreement, setting forth in reasonable detail the Enforcement Action proposed to be taken by Junior Lienholder.

“*Loss Proceeds*” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

“*Property*” means (i) the land and improvements known or to be known as Courtyards at Kimball, located in National City, San Diego County, State of California, which Property is more particularly described on Exhibit A attached hereto, and (ii) all furniture, fixtures and equipment located at such apartments and other property, accounts, deposits and rights and interests of Borrower encumbered by the Senior Deeds of Trust and/or the other Senior Loan Documents.

“*Senior Indebtedness*” means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

“*Senior Loan Documents*” means, collectively, the Senior Deeds of Trust, the Construction Funding Agreement, and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Senior Loans, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the provisions of this Agreement.

“*Senior Loans Default*” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Deeds of Trust.

2. City Deed of Trust is Subordinate; Acts by Senior Lenders do not Affect Subordination.

(a) Junior Lienholder hereby covenants and agrees on behalf of itself and its successors and permitted assigns that the City Deed of Trust is and shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the CMFA Regulatory Agreement and to the prior payment in full of the Senior Indebtedness, and that the liens, rights, priority interests and security interests granted to Junior Lienholder in connection with the City Deed of Trust are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights, payment, priority and security interests granted to Senior Lenders under the Senior Loans and the Senior Loan Documents and the terms, covenants, conditions, operations and effects thereof.

(b) The subordination of the City Deed of Trust shall apply and continue notwithstanding (i) the actual date and time of execution, delivery, recording, filing or perfection of the Senior Deeds of Trust and other Senior Loan Documents and of the City Deed of Trust, and (ii) the availability of any collateral to Senior Lenders, including the availability of any collateral other than the Property.

(c) If Junior Lienholder, by indemnification, subrogation or otherwise, shall acquire any lien, estate, right or other interest in any of the Property, that lien, estate, right or other interest shall be fully subject and subordinate to the receipt by Senior Lenders of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the City Deed of Trust is subordinate pursuant to this Agreement.

(d) Junior Lienholder hereby acknowledges and agrees that Senior Lenders may, without the consent or approval of Junior Lienholder, agree with Borrower to extend, consolidate, modify, increase or amend any or all the Senior Loan Documents and otherwise act or fail to act with respect to any matter set forth in any Senior Loan Documents (including, without limitation, the exercise of any rights or remedies, waiver, forbearance or delay in enforcing any rights or remedies, the declaration of acceleration, the declaration of defaults or events of default, the release, in whole or in part, of any collateral or other property, and any consent, approval or waiver), and all such extensions, consolidations, modifications, amendments acts and omissions shall not release, impair or otherwise affect Junior Lienholder’s obligations and agreements hereunder.

3. Junior Lienholder Agreements.

(a) Without the prior written consent of Senior Lenders in each instance, Junior Lienholder shall not pledge, assign, transfer, convey, or sell any interest in the City Deed of Trust.

(b) Junior Lienholder hereby agrees that Senior Lenders shall have all approval, consent and oversight rights in connection with any insurance claims relating to the Property, any decisions regarding the use of insurance proceeds after a casualty loss or condemnation awards, the hiring or firing of property managers, or otherwise related in any way to the Property, and Junior Lienholder shall have no right to object to any such action or approval taken by Senior Lenders and shall consent thereto and be bound thereby.

(c) Junior Lienholder agrees that in any action commenced after timely completion of construction of the Project to enforce the obligation of Borrower to perform any portion of the City Deed of Trust, the judgment shall not be enforceable personally against Borrower or Borrower's assets, and the recourse of Junior Lienholder for the performance under the City Deed of Trust shall be limited to actions against the Property and the rents, profits, issues, products, and income from the Property.

(d) Junior Lienholder shall not commence or join with any other creditor in commencing any Bankruptcy Proceeding involving Borrower, and Junior Lienholder shall not initiate and shall not be a party to any action, motion or request, in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding. In the event of any Bankruptcy Proceeding relating to Borrower or the Property or, in the event of any Bankruptcy Proceeding relating to any other person or entity into which (notwithstanding the covenant in the first sentence of this clause) the assets or interests of Borrower are consolidated, then in either event, the Senior Loans shall first be paid in full before Junior Lienholder shall be entitled to receive and retain any payment or distribution in respect to the City Deed of Trust. Junior Lienholder agrees that (i) Senior Lenders shall receive all payments and distributions of every kind or character in respect of the City Deed of Trust to which Junior Lienholder would otherwise be entitled, but for the subordination provisions of this Agreement (including without limitation, any payments or distributions during the pendency of a Bankruptcy Proceeding involving Borrower or the Property), and (ii) the subordination of the City Deed of Trust shall not be affected in any way by Senior Lenders electing, under Section 1111(b) of the federal bankruptcy code, to have its claim treated as being a fully secured claim. In addition, Junior Lienholder hereby covenants and agrees that, in connection with a Bankruptcy Proceeding involving Borrower, neither Junior Lienholder nor any of its affiliates shall (i) make or participate in a loan facility to or for the benefit of Borrower on a basis that is senior to or pari passu with the liens and interests held by Senior Lenders pursuant to the Senior Loan Documents, and (ii) not contest the continued accrual of interest on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings.

(e) Junior Lienholder covenants and agrees that the effectiveness of this Agreement and the rights of Senior Lenders hereunder shall be in no way impaired, affected, diminished or released by any renewal or extension of the time of payment of the Senior Loans, by any delay, forbearance, failure, neglect or refusal of Senior Lenders in enforcing payment thereof or in enforcing the lien of or attempting to realize upon the Senior Loan Documents or any other security which may have been given or may hereafter be given for the Senior Loans, by any waiver or failure to exercise any right or remedy

under the Senior Loan Documents, or by any other act or failure to act by Senior Lenders. Junior Lienholder acknowledges that Senior Lenders, at its sole option, may release all or any portion of the Property from the lien of the Senior Deeds of Trust, and may release or waive any guaranty, surety or indemnity providing additional collateral to Senior Lenders, and Junior Lienholder hereby waives any legal or equitable right in respect of marshaling it might have, in connection with any release of all or any portion of the Property by Senior Lenders, to require the separate sales of any portion of the Property or to require Senior Lenders to exhaust its remedies against any portion of the Property or any other collateral before proceeding against any other portion of the Property or other collateral (including guarantees) for the Senior Loans. Senior Lenders may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Junior Lienholder. At any time or from time to time and any number of times, without notice to Junior Lienholder and without affecting the liability of Junior Lienholder, (a) the time for payment of the Senior Indebtedness may be extended or the Senior Indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Senior Loan Documents, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Senior Indebtedness may be accelerated as provided in the Senior Loan Documents; (d) any Senior Loan Documents may be modified or amended by Senior Lenders and Borrower in any respect, including, but not limited to, an increase in the principal amount; and (e) any security for the Senior Indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged or mortgaged for the Senior Indebtedness. If, after the occurrence of a Senior Loans Default, Senior Lenders acquires title to any of the Property pursuant to a mortgage foreclosure conducted in accordance with applicable law, the lien, operation, and effect of the City Deed of Trust automatically shall terminate with respect to such Property upon any acquisition of title.

(f) Junior Lienholder hereby represents and warrants that: (i) Junior Lienholder is now the owner and holder of the City Deed of Trust; (ii) the City Deed of Trust is now in full force and effect; (iii) the City Deed of Trust has not been modified or amended; (iv) no default or event which, with the passing of time or giving of notice would constitute a default, under the City Deed of Trust has occurred. Borrower further represents and warrants that it has provided to Senior Lenders a true, complete, and correct copy of the City Deed of Trust.

4. **Standstill Agreement; Right to Cure Senior Loans Default.**

(a) Until such time as any of the Senior Indebtedness has been repaid in full and the Senior Deeds of Trust has been released and discharged, Junior Lienholder shall not without the prior written consent of Senior Lenders, which may be withheld in Senior Lenders' sole and absolute discretion, (i) exercise any of Junior Lienholder's remedies under the City Deed of Trust (including, without limitation, the commencement of any judicial or non-judicial action of proceeding (a) to enforce any obligation of Borrower under any of the City Deed of Trust, (b) to collect any monies payable to Borrower, (c) to have a receiver appointed to collect any monies payable to Borrower; or (d) to

foreclose the lien(s) created by the City Deed of Trust) or (ii) file or join in the filing of any involuntary Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower without giving at least 90 days' notice of a default under the City Deed of Trust and Junior Lienholder's intent to exercise one of the preceding actions; provided, however, that such limitation on the remedies of Junior Lienholder shall not derogate or otherwise limit Junior Lienholder's rights, following an event of default under the City Deed of Trust to seek specific performance of any provisions of the Density Bonus Agreement.

(b) Senior Lenders shall, simultaneously with the sending of any notice of a Senior Loans Default to Borrower, send to Junior Lienholder a copy of said notice under the Senior Loan Documents; provided, however, failure to do so shall not affect the validity of such notice or any obligation of Borrower to Senior Lenders and shall not affect the relative priorities between the Senior Loans and the Junior Lienholder's interest as set forth herein. Borrower covenants and agrees to forward to Junior Lienholder, within three (3) business days of Borrower's receipt thereof, a copy of any notice of a Senior Loans Default Borrower receives from Senior Lenders.

(c) Junior Lienholder shall have the right, but shall have no obligation, to cure any Senior Loans Default; provided, if Junior Lienholder shall elect to cure any such Default, it shall so notify Senior Lenders and shall commence and complete such curing within any applicable notice or grace period, if any, as Borrower is permitted by the terms of the Senior Loan Documents to cure such Senior Loans Default. Senior Lenders shall accept all payments and all acts done by the Junior Lienholder on behalf of Borrower as though the same had been timely done and performed by Borrower, and if such acts and payments shall totally cure and correct all such defaults, breaches, failures or refusals such cure shall have the effect of de-accelerating the Senior Loans. Junior Lienholder shall not be subrogated to the rights of Senior Lenders under the Senior Loan Documents by reason of Junior Lienholder having cured any Senior Loans Default. However, Senior Lenders acknowledges that amounts advanced or expended by Junior Lender to cure a Senior Loans Default may become junior indebtedness. In the event that any Senior Loans Default occurs, then for the period from the date of recordation of the notice of default, until the date of recordation of a notice of sale, so long as the noticed default continues, the Junior Lienholder shall have the right, but not the obligation, in lieu of curing any default under the Senior Loan Documents, to purchase the Senior Loans. Such purchase will be accomplished by Junior Lienholder paying to Senior Lenders the outstanding principal amount of the Senior Loans, plus any prepayment premiums and all accrued and unpaid interest thereon, together with expenses incurred by Senior Lenders in connection therewith (including attorneys' fees and costs), in exchange for the assignments of the Senior Loan Documents without recourse or warranty except that Senior Lenders will warrant that it owns and has all requisite authority to transfer the Senior Loans at the time of the transfer. Borrower acknowledges and agrees that after the Senior Loans has been assigned to the Junior Lienholder or its nominee, the Senior Lenders shall be relieved from all liability to Borrower under or in connection with the Senior Loan Documents.

(d) Junior Lienholder acknowledges that any conveyance or other transfer of title to the Property pursuant to a foreclosure of the City Deed of Trust (including a

conveyance or other transfer of title pursuant to the exercise of a power of sale contained in the City Deed of Trust), or any deed or assignment in lieu of foreclosure or similar arrangement, shall be subject to the transfer provisions of the Senior Loan Documents; and the person (including Junior Lienholder) who acquires title to the Property pursuant to the foreclosure proceeding shall not be deemed to be automatically approved by Senior Lenders.

5. **Insurance.** Junior Lienholder agrees that all original policies of insurance required pursuant to the Senior Deeds of Trust shall be held by Senior Lenders. The preceding sentence shall not preclude Junior Lienholder from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Deeds of Trust, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Property.

6. **Default.** Junior Lienholder and Borrower acknowledge and agree that a default by either such party under this Agreement shall, at the sole option of Senior Lenders, constitute a default under the Senior Loan Documents. Each party hereto acknowledges that in the event any party fails to comply with its obligations hereunder, the other parties shall have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

7. **Enforcement Costs.** Borrower and Junior Lienholder agree to reimburse Senior Lenders for any and all costs and expenses (including reasonable attorneys' fees) incurred by Senior Lenders in connection with enforcing its rights against Junior Lienholder under this Agreement.

8. **Notices.** Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given and shall be effective only if it is in writing and (i) delivered personally, (ii) mailed, postage prepaid, by United State registered or certified mail, return receipts requested, (iii) delivered by overnight express courier or (iv) sent by telecopier, in each instance addressed as follows:

If to Junior Lienholder: City of National City
 Attention: City Manager
 1243 National City Boulevard
 National City, CA 91950

If to Borrower: National City Pacific Associates
 430 E. State Street, Suite 100
 Eagle, ID 83616

If to Senior Lenders: Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626-7121
Attention: Corporate Trust Service
Facsimile: (714) 384-4151

With a copy to: Riverside Charitable Corporation
14131 Yorba Street
Tustin, CA 92780
Attention: Kenneth S. Robertson
Facsimile: (866) 426-3304

With a copy to: Citibank, N.A.
388 Greenwich Street, Trading 6th Floor
New York, NY 10013
Attention: Transaction and Asset Management Group
Re: Courtyards at Kimball Deal ID No. 60000214
Facsimile: (212) 723-8209

With a copy to: Citibank, N.A.
325 East Hillcrest Drive, Suite 160
Thousand Oaks, CA 91360
Attention: Operations Manager/Asset Manager
Re: Courtyards at Kimball Deal ID No. 60000214
Facsimile: (805) 557-0924

Prior to the Conversion Date, with a copy to: Citibank, N.A.
388 Greenwich Street, Trading 6th Floor
New York, NY 10013
Attention: Account Specialist
Re: Courtyards at Kimball Deal ID No. 60000214
Facsimile: (212) 723-8209

After to the Conversion Date, with a copy to: Citibank, N.A.
c/o Berkadia Commercial Servicing Department
323 Norristown Road, Suite 300
Ambler, PA 19002
Attention: Client Relations Manager
Re: Courtyards at Kimball Deal ID No. 60000214
Facsimile: (215) 328-0305

And a copy of any notices of default sent to: Citibank, N.A.
388 Greenwich Street, Trading 6th Floor
New York, NY 10013
Attention: General Counsel's Office
Re: Courtyards at Kimball Deal ID No. 60000214

Facsimile: (646) 291-5754

or at such other addresses or to the attention of such other persons as may from time to time be designated by the party to be addressed by written notice to the other in the manner herein provided. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when received or when delivery is refused or when the same are returned to sender for failure to be called for.

9. **WAIVER OF TRIAL BY JURY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES HERETO (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. IF FOR ANY REASON, THIS WAIVER IS DEEMED TO BE UNENFORCEABLE ALL SUCH DISPUTES SHALL BE RESOLVED BY JUDICIAL REFERENCE PURSUANT TO THE PROVISIONS OF SECTION 43(J) OF THE SENIOR DEEDS OF TRUST.

10. **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) fifty-five (55) years from the effective date pursuant to the Density Bonus Agreement (iii) the acquisition by Senior Lenders of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Senior Deeds of Trust; or (iv) the acquisition by Junior Lienholder of title to the Property pursuant to a foreclosure, but only if such acquisition of title does not violate any of the terms of this Agreement.

11. **Miscellaneous.**

(a) Junior Lienholder shall give Senior Lenders a concurrent copy of each notice of a default under the City Deed of Trust.

(b) This Agreement shall bind and inure to the benefit of all successors and assigns of Junior Lienholder and Senior Lenders. Senior Lenders may assign its interest in the Senior Loan Documents without notice to or consent of Junior Lienholder. Junior Lienholder may only assign its rights and interests hereunder following the prior written consent of Senior Lenders, which consent may be withheld or conditioned in its sole and absolute discretion.

(c) Senior Lenders hereby consents to the City Deed of Trust; provided, however, that this Agreement does not constitute an approval by Senior Lenders of the terms of the City Deed of Trust. Junior Lienholder hereby consents to the Senior Loans

and the Senior Loan Documents; provided, however, that this Agreement does not constitute an approval by Junior Lienholder of the terms of the Senior Loan Documents.

(d) This Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

(e) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER, THIS AGREEMENT HAS BEEN ENTERED INTO AND DELIVERED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW.

(f) Time is of the essence in the performance of every covenant and agreement contained in this Agreement.

(g) If any provision or remedy set forth in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.

(h) Each party hereto hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable in all material respects in accordance with its terms.

(i) Borrower hereby acknowledges and consents to the execution of this Agreement, and agrees to be bound by the provisions hereof that are applicable to Borrower. Solely as between Senior Lenders and Junior Lienholder, all of the signatories below hereby agree that to the extent of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Senior Loan Documents and/or the City Deed of Trust respectively, the terms and provisions of this Agreement shall govern and control. By executing this Agreement in the place provided below, Borrower hereby (i) acknowledges the provisions hereof, (ii) agrees not to take any action inconsistent with Senior Lenders' rights or Junior Lienholder's rights under this Agreement, (iii) waives and relinquishes to the maximum extent permitted by law any and all rights, defenses and claims now existing or hereinafter accruing relating to Junior Lienholder's forbearance from exercising any rights and remedies pursuant to Section 4 of this Agreement, including, without limitation, any defenses based on the statute of limitations or any equitable defenses, such as laches, and (iv) acknowledges and agrees that (A) this Agreement is entered into for the sole protection and benefit of Senior Lenders and Junior Lienholder (and their respective successors, assigns and participants), and no other person (including Borrower) shall have any benefits, rights or remedies under or by reason of this Agreement, (B) nothing in this Agreement is intended, or shall be construed to, relieve or discharge the

obligations or liabilities of any third party (including Borrower under the Senior Loan Documents and the City Deed of Trust), (c) neither of them nor any of their affiliates shall be, or be deemed to be, beneficiaries of any of the provisions hereof or have any rights hereunder whatsoever, and (D) no provision of this Agreement is intended to, or shall be construed to, give any such third party (including Borrower) any right subrogating to the rights of, or action against, Senior Lenders or Junior Lienholder.

(j) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against any party unless such amendment, supplement, modification, waiver or termination is contained in a writing signed by such party.

(k) No party other than Senior Lenders and Junior Lienholder shall have any rights under, or be deemed a beneficiary of any of the provisions of, this Agreement.

(l) Nothing herein or in any of the Senior Loan Documents or City Deed of Trust shall be deemed to constitute Senior Lenders as a joint venturer or partner of Junior Lienholder.

12. Reserved.

13. **Attached Exhibits.**

The following Exhibits are attached to this Agreement and are incorporated by reference herein as if more fully set forth in the text hereof:

Exhibit A – Legal Description

Exhibit B – Modifications to Subordination and Intercreditor Agreement

The terms of this Agreement are modified and supplemented as set forth in said Exhibits. To the extent of any conflict or inconsistency between the terms of said Exhibits and the text of this Agreement, the terms of said Exhibits shall be controlling in all respects.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination and Intercreditor Agreement or caused this Subordination and Intercreditor Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

JUNIOR LIENHOLDER:

CITY OF NATIONAL CITY

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:

By: _____
Angil P Morris-Jones
City Attorney

SENIOR LENDERS:

**WILMINGTON TRUST,
NATIONAL ASSOCIATION,**
a national banking association

By: _____
Name: _____
Title: _____

CITIBANK, N.A.

By: _____
Kathy Millhouse, Vice President
Deal ID No. 60000214

RIVERSIDE CHARITABLE CORPORATION,
a California nonprofit public benefit corporation

By: _____
Recinda K. Shafer, Deputy Executive Director

ISSUER:

CALIFORNIA HOUSING FINANCE AGENCY

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:

NATIONAL CITY PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

By: TPC HOLDINGS VII, LLC,
an Idaho limited liability company

Its: Administrative General Partner

By: _____

Name: Caleb Roope

Its: Manager

By: RIVERSIDE CHARITABLE CORPORATION,
a California Nonprofit Public Benefit Corporation

Its: Managing General Partner

By: _____

Name: Recinda K. Shafer

Its: Deputy Executive Director

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person 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

[Seal]

My Commission Expires:

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person 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

[Seal]

My Commission Expires:

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person 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

[Seal]

My Commission Expires:

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person 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

[Seal]

My Commission Expires:

EXHIBIT A**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of San Diego, State of California, and is described as follows:

LOT 2 OF CENTRO/REVOLUTION 2, CASE FILE NO. S-2006-5, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN ON MAP NO. 15807, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 30, 2010 AS INSTRUMENT NO. 2010-0729372 OF OFFICIAL RECORDS.

TOGETHER WITH LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1 OF F. A. KIMBALL'S SUBDIVISION OF THE WEST HALF OF 10 ACRE LOT 4 IN QUARTER SECTION 154 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 585, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 20, 1889.

TOGETHER WITH THAT PORTION OF THE SOUTHERLY 10 FEET OF 11TH STREET AS VACATED BY RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF NATIONAL CITY, DATED NOVEMBER 21, 1911, ADJOINING SAID LOT 1 ON THE NORTH, WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY. A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED SEPTEMBER 13, 1939 IN BOOK 936, PAGE 311 OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF THE ALLEY AS VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, DATED JANUARY 15, 2013, ADJOINING SAID PROPERTIES ON THE SOUTHWEST OF LOT 2, MAP 15807 WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID PROPERTY. A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED FEBRUARY 13, 2013 AS INSTRUMENT NO. 2013-0098259 OF OFFICIAL RECORDS.

SAID LAND IS SHOWN ON THAT CERTAIN NOTICE OF MERGER IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND RECORDED MARCH 10, 2017 AS INSTRUMENT NO. 2017-0110878 OF OFFICIAL RECORDS.

TOGETHER WITH THE EAST 10 FEET OF THE ALLEY, VACATED BY THAT CERTAIN RESOLUTION TO VACATE NO. 2019-137, RECORDED JANUARY 7, 2020 AS INSTRUMENT NO. 2020-0006575 OF OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID LAND.

EXCEPT FROM A PORTION OF SAID LOT 2 OF MAP 15807 ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE SITE LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE

THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID SITE OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF THE SITE OR ANY PORTION THEREOF WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, OR TO USE THE SITE IN SUCH A MANNER AS TO CREATE A DISTURBANCE TO THE USE OR ENJOYMENT OF THE SITE, AS EXCEPTED AND RESERVED IN THE DEED FROM THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY, A PUBLIC BODY, CORPORATE AND POLITIC, RECORDED OCTOBER 26, 2005 AS INSTRUMENT NO. 2005-0930606 OF OFFICIAL RECORDS.

EXCEPTING FROM SAID LOTS 1 THROUGH 3, INCLUSIVE, IN BLOCK 1 OF SAID F.A. KIMBALL'S SUBDIVISION, ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, AS EXCEPTED AND RESERVED IN DEED FROM ORRIE D. KELLY AND MARY LENA KELLEY, HUSBAND AND WIFE, DATED JUNE 22, 1955 AND RECORDED JULY 6, 1955 IN BOOK 5704, PAGE 425 OF OFFICIAL RECORDS.

EXHIBIT B
MODIFICATIONS TO
SUBORDINATION AND INTERCREDITOR AGREEMENT

The following modifications are made to the text of the Agreement that precedes this Exhibit:

None.

Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Agreement.

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY (1) APPROVING AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH NATIONAL CITY PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, RESTRICTING THE RENT AND OCCUPANCY OF TWENTY SIX (26) UNITS TO LOW-INCOME HOUSEHOLDS IN EXCHANGE FOR TWO DENSITY BONUS CONCESSIONS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65915 – 65918 FOR THE DEVELOPMENT OF ONE HUNDRED THIRTY-ONE (131) HOUSING UNITS LOCATED AT 1105 NATIONAL CITY BLVD., NATIONAL CITY, COUNTY OF SAN DIEGO, CALIFORNIA; AND (2) APPROVING A SUBORDINATION AND INTERCREDITOR AGREEMENT WITH CITIBANK, N.A, WILMINGTON TRUST, AND RIVERSIDE CHARITABLE CORPORATION SUBORDINATING THE DEED OF TRUST SECURING THE PERFORMANCE OF SAID AFFORDABLE HOUSING DENSITY BONUS AGREEMENT

WHEREAS, National City Pacific Associates, a California Limited Partnership (“Developer”) wants to develop its property located at 1105 National City Boulevard, in the City of National City, County of San Diego, California; and

WHEREAS, the current zoning allows for the construction of One Hundred Thirty-One (131) units by right; and

WHEREAS, the Developer will restrict the rent and occupancy of twenty-six (26) units to a low-income household (below 60% of area median income) in exchange for a reduction in parking from one hundred seventy-nine (179) spaces to eighty-eight (88) spaces and redesign the balconies to fall within the current building footprint, mandated by California Government Code Sections 65915 – 65918; and

WHEREAS, the Affordable Density Housing Bonus Agreement (“Agreement”) will serve to memorialize the Developer’s obligation to provide the twenty-six (26) affordable units and the restriction of the affordable units by the recordation of this Agreement assuring affordability for a total of fifty-five (55) years; and

WHEREAS, a Performance Deed of Trust will also be recorded to secure the Agreement on the property and the Subordination Agreement establishes the City as a Junior Lienholder of that Deed in Trust.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves an Affordable Housing Density Bonus Agreement with National City Pacific Associates, a California Limited Partnership, restricting the rent and occupancy of twenty-six (26) units to low-income households in exchange for two density bonus concessions pursuant to California Government Code Sections 65915 – 65918 for the development of one hundred thirty-one (131) housing units located at 1105 National City Boulevard, in the City of National City, County of San Diego, California. After being recorded in the County of San Diego, a copy of said Agreement will be on file in the Office of the City Clerk.

BE IT FURTHER RESOLVED that City Council of the City of National City hereby approves a Subordination and Intercreditor Agreement with Citibank, N.A, Wilmington Trust, and Riverside Charitable Corporation subordinating the City Deed of Trust securing the performance of said Affordable Housing Density Bonus Agreement.

BE IT FURTHER RESOLVED that the City of National City will record a Performance Deed of Trust securing the timely performance of the Affordable Housing Density Bonus Agreement. After being recorded in the County of San Diego, a copy of said Deed of Trust will be on file in the Office of the City Clerk.

PASSED and ADOPTED this 17th of November, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing an appropriation in the amount of \\$65,000 to the General Fund City Clerk - Elections Account from the General Fund fund balance for election costs associated with the November 3, 2020 General Municipal Election. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing an appropriation in the amount of \$65,000 to the General Fund City Clerk – Elections Account from the General Fund fund balance for election costs associated with the November 3, 2020 General Municipal Election. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY: 

EXPLANATION:

The City has received advanced deposit invoice billing from the Registrar of Voters (ROV) totaling \$96,000 for election costs associated with our November 3, 2020 General Municipal Election. The amount budgeted in the current budget is \$35,000. A supplemental budget appropriation will be needed to cover the costs. Cities countywide have received larger than anticipated cost increases resulting from the “all mail ballot” and other changes attributed to COVID-19. Based on the current ROV estimate as well as past and current costs, a supplemental appropriation in the amount of \$65,000 is requested at this time.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. 001-402-021-212-0000 (City Clerk - Elections)

APPROVED: _____ MIS

This appropriation requires the use of General Fund unassigned fund balance of \$65,000. Approval of this appropriation will increase the fiscal-year-to-date approved use of General Fund unassigned fund balance from \$6,720,091 to \$6,785,091.

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$65,000 TO THE GENERAL FUND CITY CLERK – ELECTIONS ACCOUNT FROM THE GENERAL FUND FUND BALANCE FOR ELECTION COSTS ASSOCIATED WITH THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

WHEREAS, Cities countywide have received larger than anticipated cost increases resulting from the “all mail ballot” and other changes attributed to COVID-19; and

WHEREAS, the City of National City budgeted \$35,000 for election costs associated with the November 3, 2020 General Municipal Election; and

WHEREAS, the City of National City has received advanced deposit invoice billing from the Registrar of Voters (“ROV”) totaling \$96,000 for election costs associated with the November 3, 2020 General Municipal Election; and

WHEREAS, based on the current ROV estimate, as well as part and current costs, a supplemental appropriation in the amount of \$65,000 is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes an appropriation in the amount of \$65,000 to the General Fund City Clerk – Elections Account from the General Fund fund balance for election costs associated with the November 3, 2020 General Municipal Election.

PASSED and ADOPTED this 17th day of November, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Charles E. Bell, Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Coastal Development Permit for the proposed vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue in the Coastal Zone. \(Applicant: Charles Keltner for Burlington Northern and Santa Fe \(BNSF\) Railway Company\) \(Planning\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: | November 17, 2020 |

AGENDA ITEM NO. |

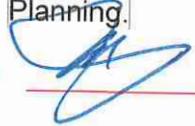
ITEM TITLE:

Notice of Decision – Planning Commission approval of a Coastal Development Permit for the proposed vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue in the Coastal Zone. (Applicant: Charles Keltner for Burlington Northern and Santa Fe (BNSF) Railway Company)

PREPARED BY: | Martin Reeder, AICP | *MR*

DEPARTMENT: | Planning |

PHONE: | 619-336-4313 |

APPROVED BY: 

EXPLANATION:

The applicant has proposed to vacate Harrison Avenue between West 18th and 19th streets, including a small portion of West 18th Street north of Harrison Avenue. A Coastal Development Permit is required per the California Coastal Commission, as a street or alley vacation is considered to be “development” as defined in the Coastal Act.

The Planning Commission conducted a public hearing on October 19, 2020 on the project. The Commissioners asked questions regarding existing utilities and easements in the area. The Commission voted to approve the Coastal Development Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

This project also requires a Street Vacation, the public hearing for which is on this same agenda

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Categorical Exemption – Class 35, Section 15305 (Minor Alterations in Land Use Limitations)

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

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

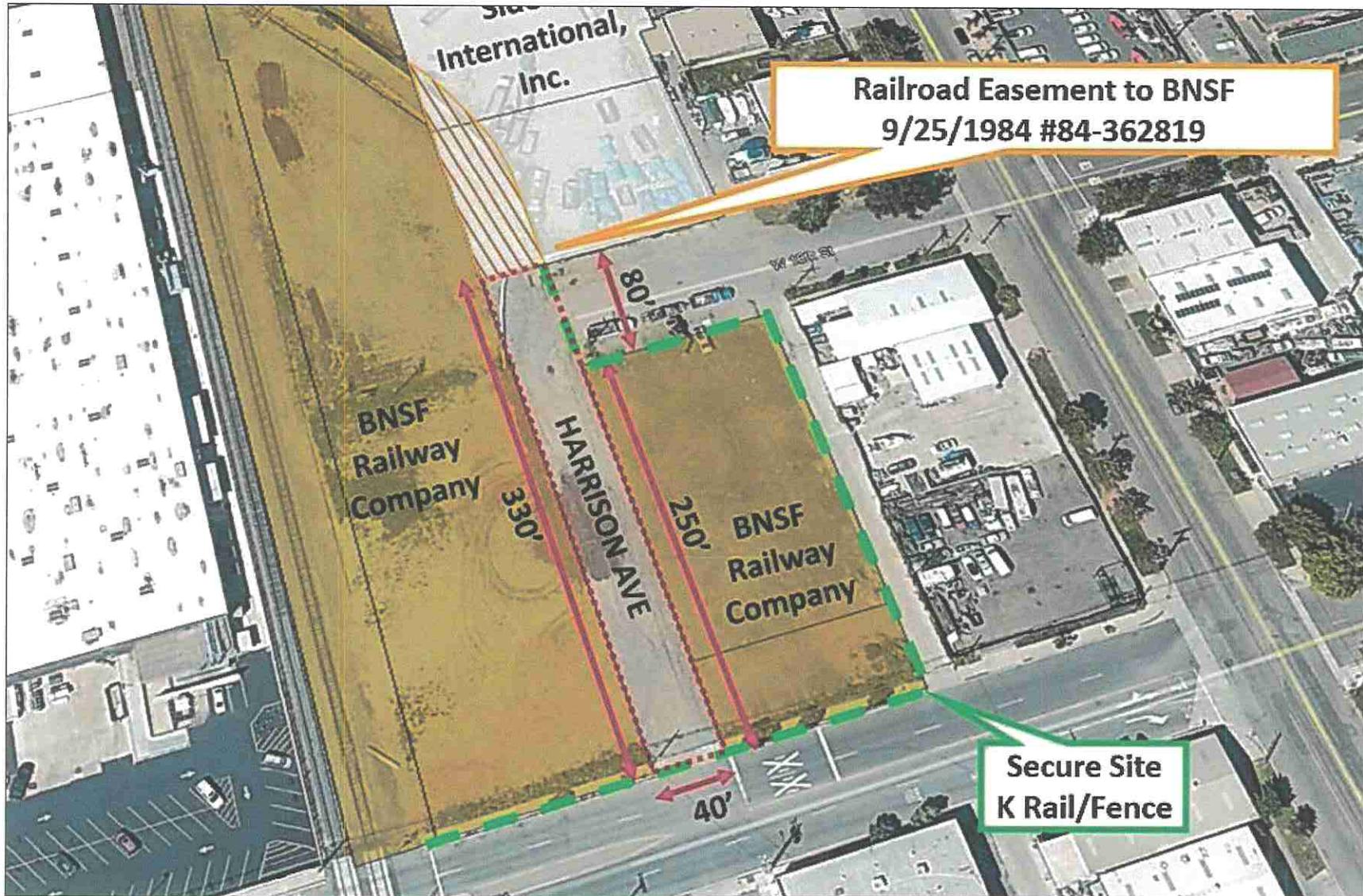
BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Coastal Development Permit.

Vote: Ayes – Flores, Dela Paz, Yamane, Sendt, Natividad, Sanchez | Absent – Garcia |

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2020-08 |
| 2. Planning Commission Staff Report | |





Item no. 7
October 19, 2020

COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: REVIEW OF THE PROPOSED VACATION OF A PORTION OF HARRISON AVENUE BETWEEN WEST 18TH AND 19TH STREETS, AND THE WESTERLY 40 FEET OF WEST 18TH STREET NORTH OF HARRISON AVENUE FOR CONFORMANCE WITH THE GENERAL PLAN.

Case File No.: 2020-09 SC

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Charles Keltner for Burlington Northern and Santa Fe (BNSF) Railway Company

Zoning designation: Medium Manufacturing – Coastal Zone (MM-CZ)

Adjacent land use/zoning:

- North: Railroad right-of-way and heavy industrial use / MM-CZ
- East: Vacant lot & outside storage / MM-CZ
- South: Industrial across West 19th Street / MM-CZ
- West: Industrial use across railroad right-of-way / MM-CZ

Environmental review: Exempt pursuant to CEQA, Section 15305 Minor Alterations in Land Use Limitations, Class 5. The right-of-way vacation will not result in any changes in land use.

Staff recommendation: Approve

BACKGROUND

Staff Recommendation

Staff recommends that the Planning Commission find the proposed street vacation in conformance with the General Plan and make a recommendation to the City Council that the alley be vacated.

Executive Summary

The applicant has proposed to vacate Harrison Avenue between West 18th and 19th streets, including a small portion of West 18th Street north of Harrison Avenue. These areas are paper streets (not improved). BNSF Railway Company owns the properties on either side of the street, both of which are vacant dirt areas. Due to security issues with unauthorized activities occurring on the properties, the applicant wishes to vacate the adjacent street in order to control access to the area. The portion of Harrison Avenue in question is 250 feet long by 40 feet wide. The area portion of West 18th Street is 80 feet by 40 feet. The total vacation area is 13,200 square feet.

Adopted in January 2006, the City's Street Vacation Procedures require the City Council to initiate a request to vacate any public streets. The Council initiated the street vacation request on August 18, 2020. Pursuant to the Streets and Highways Code, Section 8313 and the Street Vacation Procedures, the Planning Commission must determine whether a proposed vacation conforms to the General Plan and forward the recommendation to the City Council.

Site Characteristics

The segment of street proposed to be vacated is considered a "paper street", which is generally undeveloped land, but shown as street right-of-way on an Assessor's Parcel Map. The subject portion of street bifurcates two vacant and undeveloped properties owned by the BNSF Railway Company. The railroad right-of-way itself is located further to the west.

Proposal

The applicant is requesting the vacation of a portion of Harrison Avenue (north to south), that is 250 feet long by 40 feet wide, and a portion of West 18th Street, which is 80 feet wide by 40 feet long. The total area proposed to be vacated is 13,200 square feet in size. If vacated, Harrison Avenue in this location would revert to the underlying ownership of BNSF, along with the southerly 40 feet of the West 18th Street segment.

The northerly 40 feet of West 18th Street would revert to the property owner to the north (Sidek International Inc.), although this area would likely be covered under an existing access easement for the benefit of BNSF. No development is proposed. The area would remain in its current condition and be controlled with regard to access. There have been security issues related to unauthorized activities occurring on the properties (dumping, RV parking, etc.), which have created code enforcement issues. The area has generally been used for interim storage of railroad construction/maintenance materials, which is a permitted use for the area.

Because the property is in the Coastal Zone, the application also includes a Coastal Development Permit, which is discussed in a separate staff report. Vacation of the subject rights-of-way will not be approved without approval of the Coastal Development Permit.

Analysis

The street segment proposed to be vacated is an undeveloped “paper street” and is not designated as a road or street in the Circulation Element of the General Plan. The “paper street” is not used for any form of motorized or non-motorized access. In addition, there is no connection for Harrison Avenue north or south of the segment and West 18th Street is a dead-end in this location. No property access is gained from the area to be vacated.

There are two public utilities that have facilities in or adjacent to the area proposed to be vacated (SDG&E and AT&T). In addition, there is public drainage pipe that is located in the current Harrison Avenue right-of-way at the terminus with West 19th Street. However, there is no City maintenance easement. After vacation the pipe would be on private property; therefore, future maintenance would be the responsibility of the property owner. As such, conditions have been included that will:

1. Reserve an easement for SDG&E for access and maintenance to their existing facilities.
2. Reserve an easement for AT&T for access and maintenance to their existing facilities.
3. Reserve a general utility easement for any other potential utilities existing in the area to be vacated.
4. Transfer maintenance responsibility of the drainage pipe to BNSF.

These reservations and responsibilities will be in place before the order to vacate and would thus be guaranteed once the street right-of-way is vacated.

General Plan Conformance

The street segment proposed to be vacated is an undeveloped “paper street” and is not designated as a road or street in the Circulation Element of the General Plan.

Vacating the street in this location would resolve an ongoing code enforcement issue and create a more comprehensive area for potential future development. While not proposed at this time, future development would be consistent with General Plan policies related to Goal LU-7: The efficient use of land and infrastructure, specifically, the following policies:

- **Policy LU-7.1:** Establish incentives to promote the use and development of vacant infill parcels and the intensification of land uses on underutilized parcels to realize the greatest benefit to the community.
- **Policy LU-7.6:** Support the strategic conversion of certain sections of streets into developable land only where the conversion positively contributes to the redevelopment and revitalization of the area, improves traffic safety, and does not impede emergency access.

This is important because the City has no additional zoned areas for future industrial development. Vacant parcels, underutilized parcels, and existing vacant buildings are the most logical locations to direct future development.

Summary

The General Plan Circulation Element does not identify the area as a road or street. The proposed street vacation does not conflict with the policies and goals of the General Plan. Furthermore, the vacation would resolve an ongoing code enforcement issue and provide opportunities for future industrial development.

Options

1. Determine that the street vacation as described on the attached plans is in compliance with the National City General Plan, since the portion of right-of-way to be vacated does not serve to provide any motorized or non-motorized access that will not otherwise be maintained. In addition, this portion of Harrison Avenue and West 18th Street is not identified as a road or street in the Circulation Element of the General Plan; or,
2. Determine that the street vacation as described on the attached plans is not in compliance with the National City General Plan, based on Findings to be determined by the Planning Commission.

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions of Approval
3. Site Plan
4. Site photos
5. Notice of Exemption
6. Resolution



MARTIN REEDER, AICP
Principal Planner



ARMANDO VERGARA
Director of Community Development

RECOMMENDED FINDINGS FOR APPROVAL

2020-09 SC – Harrison Avenue vacation north of West 19th Street

1. That the street vacation as described on the attached plans is in compliance with the National City General Plan, since the portion of right-of-way to be vacated does not serve to provide any motorized or non-motorized access that will not otherwise be maintained.
2. That this portion of Harrison Avenue and West 18th Street is not identified as a road or street in the Circulation Element of the General Plan.

RECOMMENDED CONDITIONS OF APPROVAL

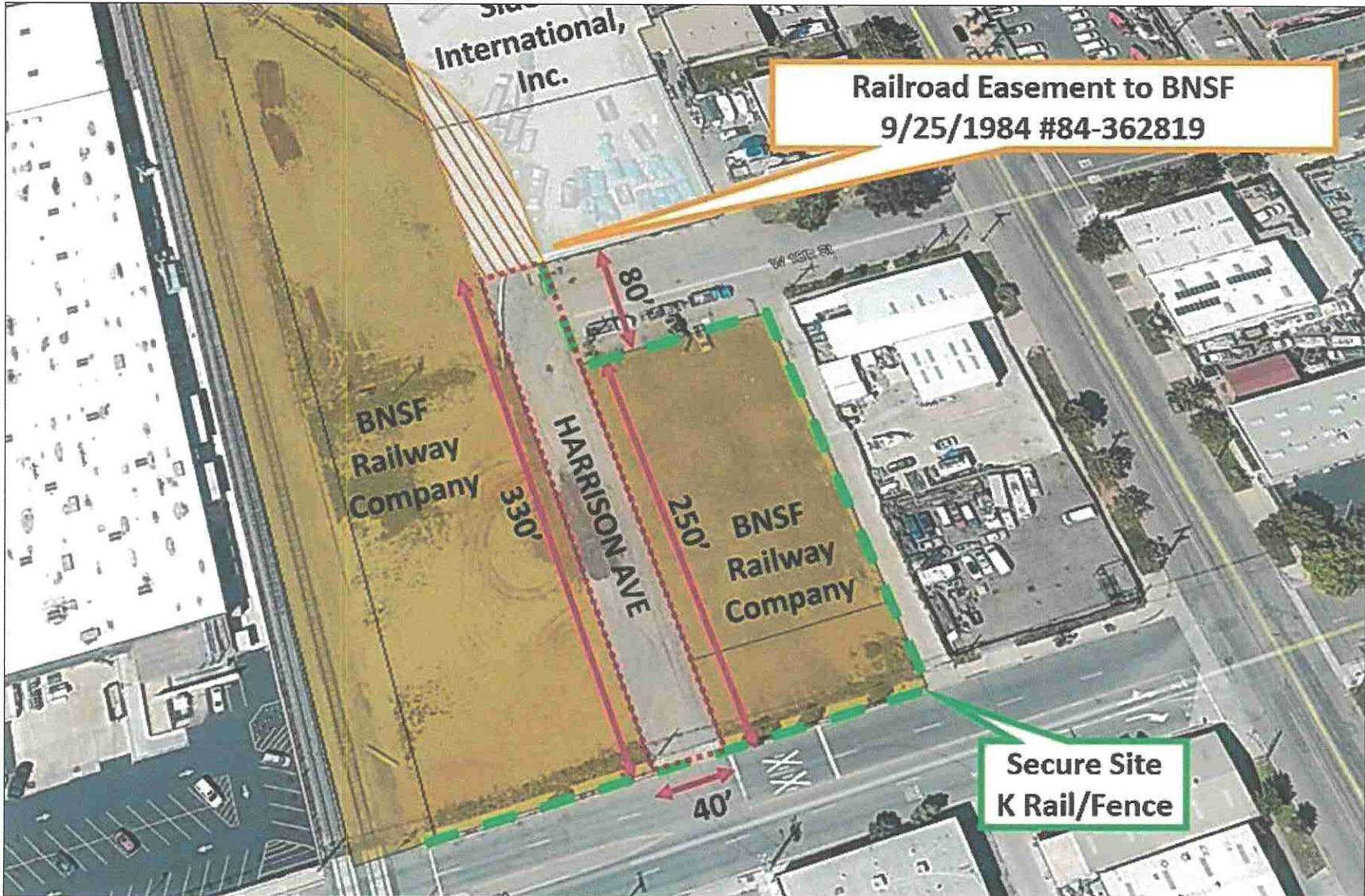
2020-09 SC – Harrison Avenue vacation north of West 19th Street

1. This *Street Closure* authorizes the vacation of 40 feet by 250 feet of Harrison Avenue north of West 19th Street and the westerly 40 feet of West 18th Street directly abutting the subject segment of Harrison Avenue being vacated. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2020-09 SC dated 9/16/2020.
2. This Street Closure shall not become effective without approval of Coastal Development Permit 2020-09 CDP.
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 Department.
4. The City shall reserve easements for all existing and proposed utilities located in the alley area prior to the vacation of the alley.
5. The City shall reserve easement and right-of-way for SDG&E to erect, construct, change the size of, improve, reconstruct, relocate, repair, remove, maintain and use facilities consisting of underground electric facilities, communication facilities and all appurtenances for the transmission and distribution of electricity and for pipelines and appurtenances, together with the right of ingress thereto and egress therefrom over said easement and over other practical routes. No building or other structure, including fences, shall be permitted within the easement without SDG&E's prior written consent. SDG&E's prior written consent shall be required before planting any trees or increasing/decreasing the ground elevation within the easement. The easement shall be in place prior to the vacation of the alley.
6. The City shall reserve easement and right-of-way for Pacific Bell Telephone Company dba AT&T California as it may from time to time require to construct, reconstruct and maintain (place, operate, inspect, repair, replace and remove) such aerial communications, facilities (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, wires, cables, crossarms, terminals, terminal equipment cabinets, service boxes, associated electrical conductor, and necessary fixtures and appurtenances.
7. The entire roadway are being vacated and the adjacent lots shall be kept free of tall weeds and debris per National City Municipal Code section 9.12.020 – *Weeds growing or located upon public streets, sidewalks, or private property to be a public*

nuisance pursuant to National City Municipal Code. Approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes and ordinances. BNSF shall call the National City Fire Department to arrange for inspection.

8. Upon the vacation of Harrison Avenue, the applicant shall be responsible for the open storm drain pipe that is located at the southern terminus of Harrison Avenue north of West 19th Street.
9. The Harrison Avenue and West 18th reversionary interest shall remain encumbered under the railroad easement granted to BNSF under County of San Diego document number 84-362819, dated 9/25/1984.

2020-09 SC – Harrison Ave. vacation north of W. 19th Street – Site Plan



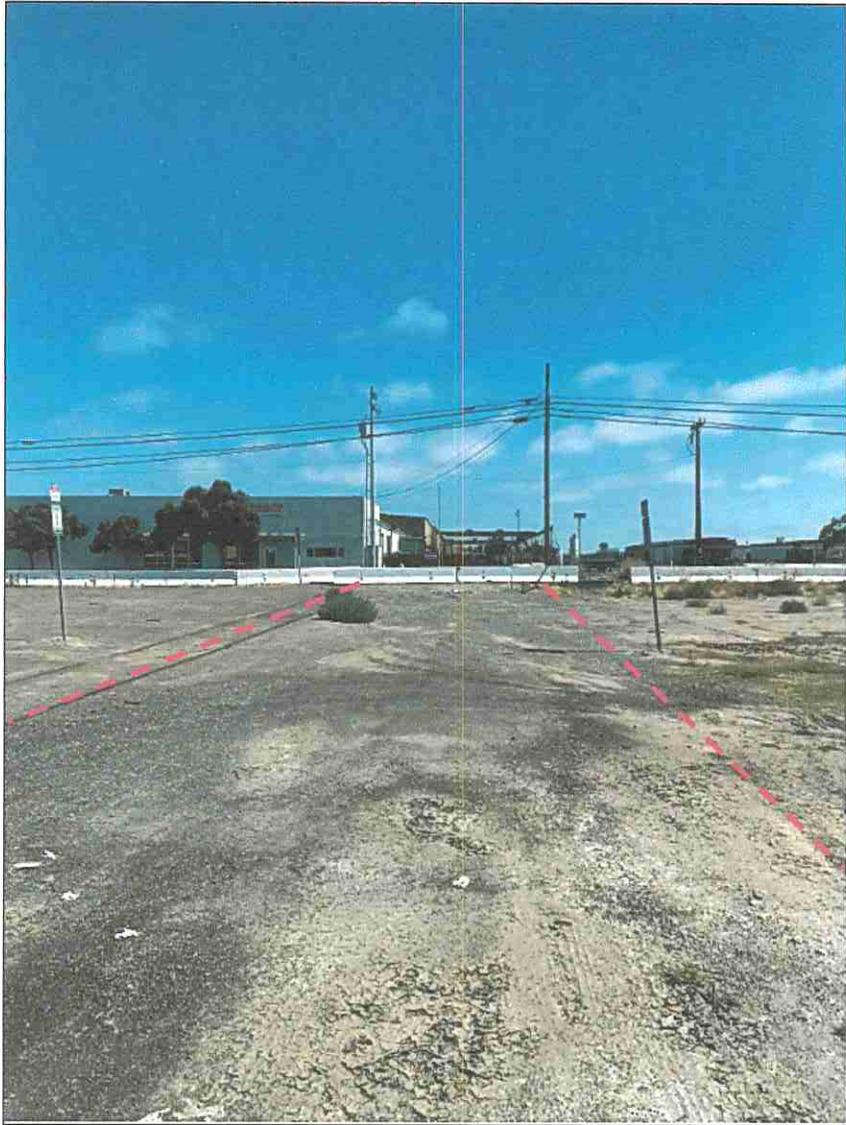
2020-09 SC –Harrison Ave. between West 18th and 19th Streets / and westerly 40 feet of West 18th Street north of Harrison Avenue.



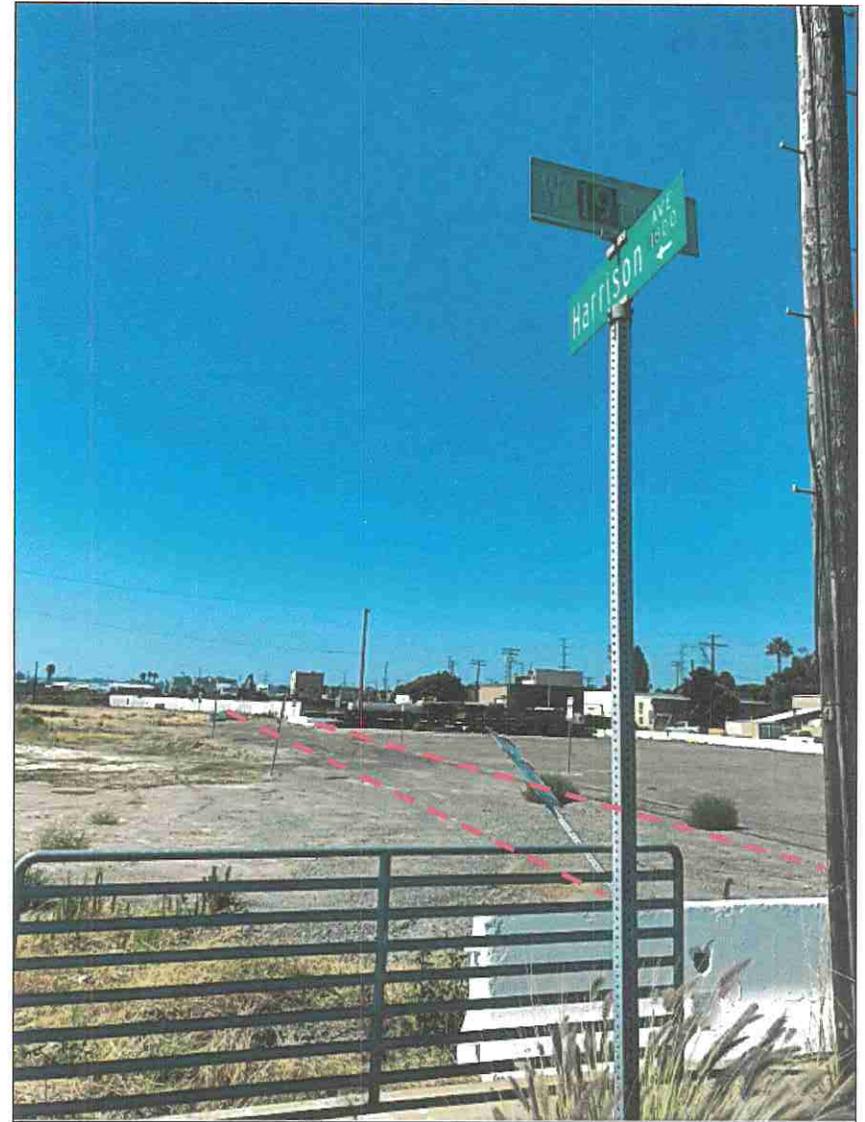
Harrison Ave. looking south from W. 18th Street



W. 18th Street looking north from Harrison Street



Harrison Avenue looking south



Harrison Avenue looking north from W. 19th Street



COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

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

Project Title: 2020-09 SC, CDP

Project Location: Harrison Avenue between W. 18th and 19th Streets, and the westerly 40 feet of W. 18th Street north of Harrison Avenue, National City, CA 91950 in the Coastal Zone.

Lead Agency: City of National City

Contact Person: Martin Reeder **Telephone Number:** (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Vacation of 250 feet by 40 feet of Harrison Avenue north of West 19th Street and 80 feet by 40 feet of West 18th Street immediately abutting Harrison Avenue to the north.

Applicant: Charles Keltner **Telephone Number:** (817) 352-6464
2650 Lou Menk Drive
MOB2-392,
Fort Worth, TX 76131-2828

Exempt Status:

Categorical Exemption. Class 35, Section 15305 (Minor Alterations in Land Use Limitations)

Reasons why project is exempt:

There is no possibility that the proposed vacation will have a significant impact on the environment since the area to be vacated is an undeveloped street right-of-way that is not identified as a major road (arterial or collector) in the Circulation Element of the General Plan, and is not identified for any future street or alley extension in or near the subject area. The property is less than five acres in size and is surrounded by urban development.

Date:

MARTIN REEDER, AICP - Principal Planner

RESOLUTION NO. 2020-08

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A COASTAL DEVELOPMENT PERMIT FOR THE
PROPOSED VACATION OF A PORTION OF HARRISON AVENUE
BETWEEN WEST 18TH AND 19TH STREETS, AND THE WESTERLY 40 FEET
OF WEST 18TH STREET NORTH OF HARRISON AVENUE IN THE COASTAL ZONE.
APPLICANT: CHARLES KELTNER FOR BURLINGTON NORTHERN AND SANTA FE
(BNSF) RAILWAY COMPANY
CASE FILE NO. 2020-09 CDP

WHEREAS, the Planning Commission of the City of National City considered a Coastal Development Permit for the proposed vacation of a portion of Harrison Avenue between West 18th and 19th streets, and the westerly 40 feet of West 18th Street north of Harrison Avenue in the Coastal Zone, at a duly advertised public hearing held on October 19, 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. 2020-09 CDP 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; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

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 October 19, 2020, support the following findings:

1. That granting of this Coastal Development Permit is consistent with all other City plans and ordinances, since the project complies with applicable Land Use Code requirements, and since the industrial use involved in the project is identified by the General Plan as an appropriate use in the project area. Furthermore, the vacation conforms to two General Plan policies as considered and adopted by the Planning Commission under File No. 2020-09 SC.
2. That the granting of this Coastal Development Permit is consistent with and implements the Certified Local Coastal Program, since the Local Coastal Plan

ATTACHMENT 3

identifies industrial businesses as permitted uses within Subarea I of the Local Coastal Plan, since the proposed street vacation does not conflict with any policies or goals of the Local Coastal Plan, and since no existing or proposed coastal access will be affected.

BE IT FURTHER RESOLVED that the application for Coastal Development Permit is approved subject to the following conditions:

1. This *Street Closure* authorizes the vacation of 40 feet by 250 feet of Harrison Avenue north of West 19th Street and the westerly 40 feet of West 18th Street directly abutting the subject segment of Harrison Avenue being vacated. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2020-09 SC dated 9/16/2020.
2. This Coastal Development Permit shall not become effective without approval of the associated Street Closure permit (2020-09 CDP).
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 Department.
4. The City shall reserve easements for all existing and proposed utilities located in the alley area prior to the vacation of the alley.
5. The City shall reserve easement and right-of-way for SDG&E to erect, construct, change the size of, improve, reconstruct, relocate, repair, remove, maintain and use facilities consisting of underground electric facilities, communication facilities and all appurtenances for the transmission and distribution of electricity and for pipelines and appurtenances, together with the right of ingress thereto and egress therefrom over said easement and over other practical routes. No building or other structure, including fences, shall be permitted within the easement without SDG&E's prior written consent. SDG&E's prior written consent shall be required before planting any trees or increasing/decreasing the ground elevation within the easement. The easement shall be in place prior to the vacation of the alley.
6. The City shall reserve easement and right-of-way for Pacific Bell Telephone Company dba AT&T California as it may from time to time require to construct, reconstruct and maintain (place, operate, inspect, repair, replace and remove) such aerial communications, facilities (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, wires, cables, crossarms, terminals, terminal

equipment cabinets, service boxes, associated electrical conductor, and necessary fixtures and appurtenances.

7. The entire roadway are being vacated and the adjacent lots shall be kept free of tall weeds and debris per National City Municipal Code section 9.12.020 – *Weeds growing or located upon public streets, sidewalks, or private property to be a public nuisance pursuant to National City Municipal Code*. Approval for final sign-off shall be contingent upon final field inspection and compliance with all applicable codes and ordinances. BNSF shall call the National City Fire Department to arrange for inspection.
8. Storm drain the open storm drain pipe that runs under the street from the property on the south to the property on the north side of 19TH Street. The City has been maintaining this as part of Harrison Avenue, however the drain carries storm water from on BNSF property to another BNSF property. With Harrison Avenue being vacated and no public waters being carried by this drain we feel that BNSF should begin maintaining the pipe.
9. The Harrison Avenue and West 18th reversionary interest shall remain encumbered under the railroad easement granted to BNSF under County of San Diego document number 84-362819, dated 9/25/1984.

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 October 19, 2020, by the following vote:

AYES: Flores, Dela Paz, Sendt, Sanchez, Yamane, Natividad

NAYS: None.

ABSENT: Garcia

ABSTAIN: None.



CHAIRPERSON

The following page(s) contain the backup material for Agenda Item: [City Council Meeting Schedule for January 2021. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: November 17, 2020

AGENDA ITEM NO. |

ITEM TITLE:

City Council Meeting Schedule for January 2021. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY: 

EXPLANATION:

The City Council approved work furlough will result in City Hall being closed from December 21, 2020 until January 3, 2021. Consequently, the City Council Meeting schedule for January 2021 will need to be modified.

In order to provide the public with proper notice, it is recommended that the City Council adopt a motion dispensing with the January 5, 2021 Regular Meeting of the City Council and adjourn the Regular Meeting of December 15, 2020 to the next Regular Meeting to be held on January 19, 2021.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

STAFF RECOMMENDATION:

The City Council adopt a motion dispensing with the January 5, 2021 Regular Meeting of the City Council and adjourn the Regular Meeting of December 15, 2020 to the next Regular Meeting to be held on January 19, 2021.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

The following page(s) contain the backup material for Agenda Item: [Community Services Update. \(Community Services\)](#)

Please scroll down to view the backup material.

Item # ____
11/17/20

COMMUNITY SERVICES UPDATE

(Community Services)

Manuel Portillo Casa de Salud Youth Center



225 free youth lunches distributed each day Mon-Fri

Email: CommunityServices@nationalcityca.gov

Phone: (619) 336-4290

Senior Programs

KIMBALL SENIOR CENTER

- Social calls to 390 seniors
- Activity Packets mailed to 340 seniors
 - Participant survey
 - Community resource information
 - Coloring sheets
 - Word searches
- Activity Packets will be mailed again in December and January
- Upcoming Virtual Programming
 - Bingo
 - Dancing
 - Singing
 - English class

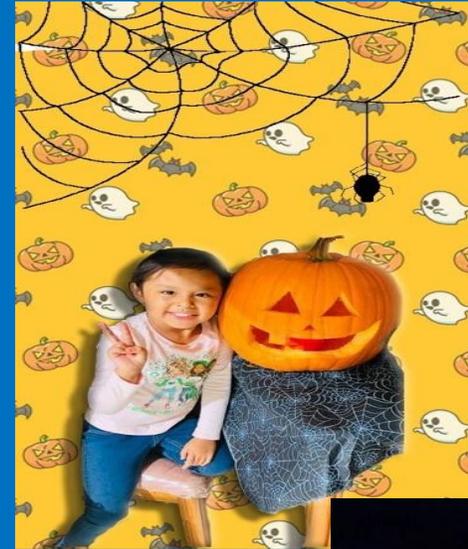
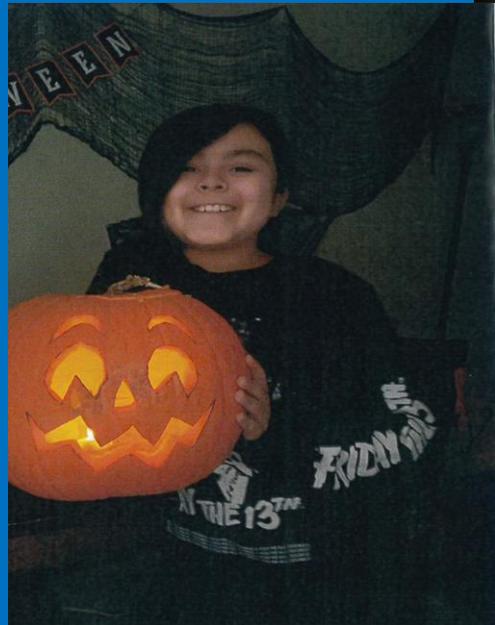
GEORGE H. WATERS NUTRITION CENTER

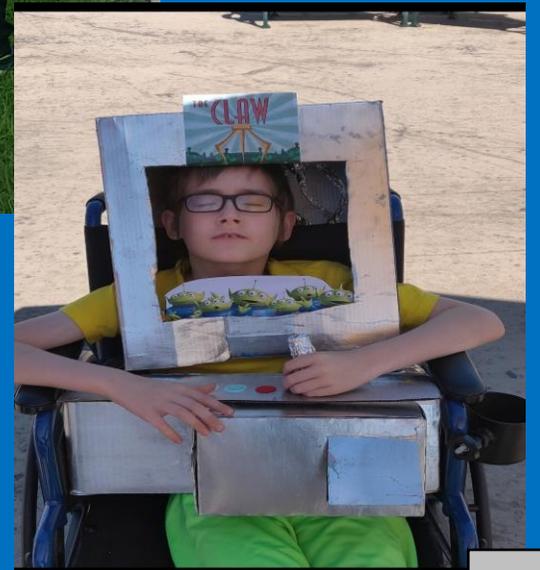
- Meals picked up: 180
- Meals Delivered: 86



Virtual Halloween Contests

- 56 registered participants
- 16 submitted photos for judging



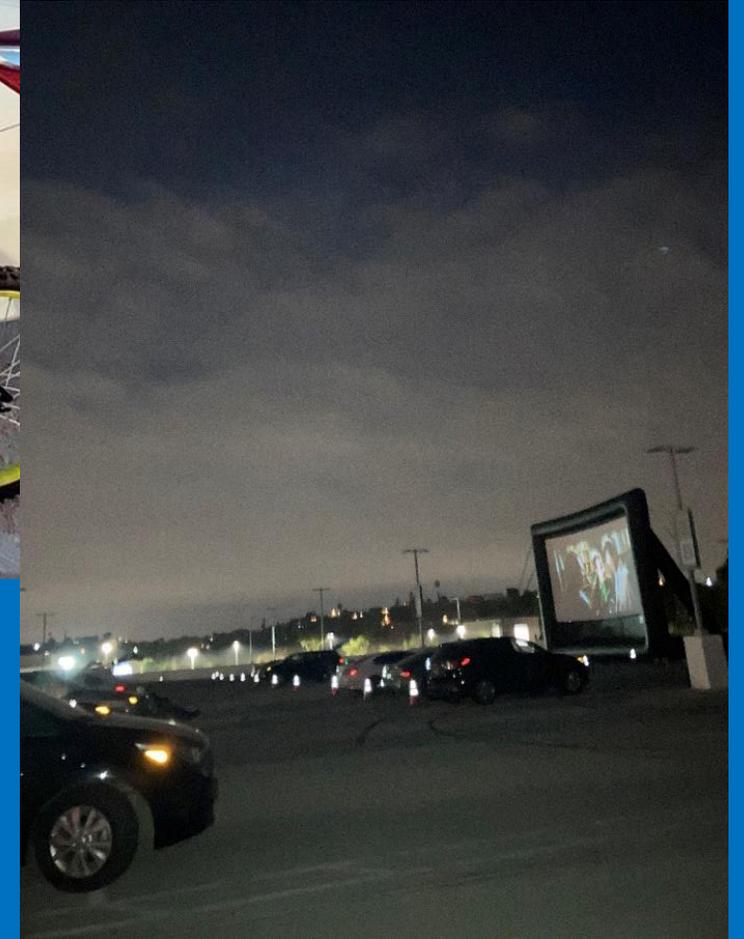
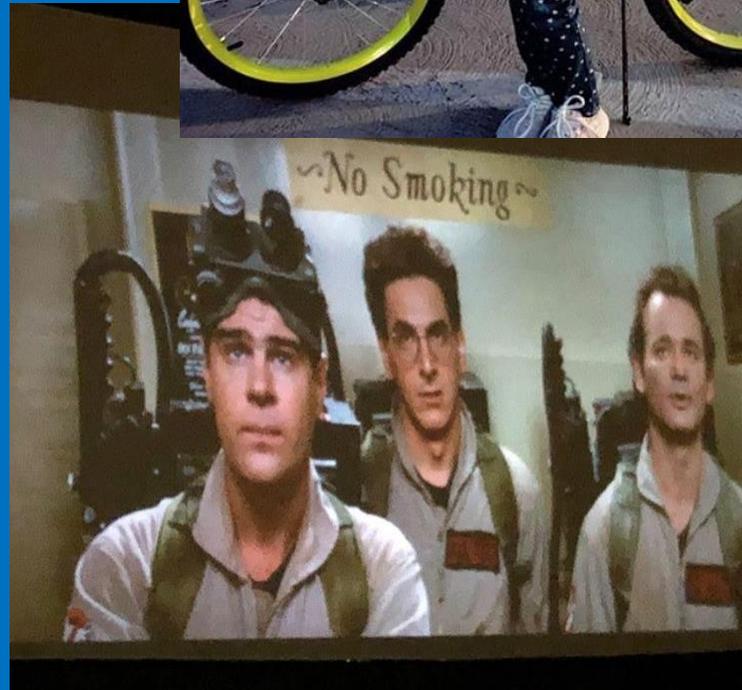


Spooky Drive-In Movie
Friday, October 23, 2020



Hosted at Westfield-Plaza Bonita Parking Structure

- 58 registered cars
- 35 cars & 150 people attended
- Candy bags for all kids
- Many families visited the food court for dinner
- 5 opportunity drawings



CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

5k Turkey Trot

Join us on November 21st for a 5k fun
run/walk at Kimball Park

Opportunity
Drawing



FREE

Registration opens from October 29th to November 8th

www.joinatcity.com | Activity #5255

For more information Contact us at

communityservices@nationalcityca.gov or call (619)336-4290

SANTA CRUISE



SANTA IS COMING TO NATIONAL CITY!

Saturday, December 12, 2020

Register your household and Santa will bring the party to you!

Santa will take a break between 2pm - 6pm from making his list and checking it twice to spread holiday cheer to all registered National City families

FREE
Open to 50 households

Families can expect a quick outdoor (socially distanced) visit from Santa where his elves will help capture the magic of the moment with a photo that will be mailed to you after the event.



Registration opens Sunday, November 1st

www.joinnatcity.com - Activity #5242

☎ (619) 366-4290 or ✉ Communityservices@nationalcityca.gov

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 # ____
11/17/20

City Manager Report

(City Manager)