



AGENDA

Consolidated Regular Meeting

City Council Chamber - 1243 National City
Boulevard, National City, CA

Ron Morrison, Mayor
Luz Molina, Vice-Mayor
Marcus Bush, Councilmember
Jose Rodriguez, Councilmember
Ditas Yamane, Councilmember

Armando Vergara, Acting City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, City Clerk
R. Mitchel Beauchamp, City Treasurer

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Thank you for participating in local government and the City of National City Council Meetings.

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meeting and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: [Agendas and Agenda Packet](#) for items listed are available on the City website, and distributed to the City Council no less than 72 hours prior to the City Council Meeting. Sign up for [E-Notifications](#) to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via [live](#) web stream, or participate remotely via Zoom. [Recording of Meetings](#) are archived and available for viewing on the City's website.

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk prior to the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. *(City Council Policy 104)*

If you wish to submit written comment [email](#) to the City Clerk's Office at least 2 hours prior to the City Council Meeting to allow time for distribution to the City Council.

Spanish Interpretation Services: Spanish Interpretation Services are available, please contact the City Clerk prior to the start of the meeting for assistance.

American Disabilities Act Title II: In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting.



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Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una solicitud del orador al Secretario de la Ciudad antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados a tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para dar cabida a un gran número de oradores. (Política del Concejo Municipal 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 2 horas antes de la Reunión del Concejo Municipal para dar tiempo a la distribución al Consejo Municipal.

Servicios de interpretación en español: Los servicios de interpretación en español están disponibles, comuníquese con el Secretario de la Ciudad antes del inicio de la reunión para obtener ayuda.

Título II de la Ley de Discapacidades Americanas: En cumplimiento con la Ley de Discapacidades Americanas de 1990, las personas con discapacidad pueden solicitar una agenda en formatos alternativos apropiados según lo requerido por el Título II. Cualquier persona con una discapacidad que requiera un modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión.



AGENDA

Consolidated Regular Meeting

Tuesday, May 2, 2023, 6:00 p.m.

City Council Chamber - 1243 National City Boulevard
National City, CA

And

Teleconference Location (*Councilmember Yamane*)
Hyatt Regency Sacramento
1209 "L" Street
Sacramento CA 95814
(Per Government Code 54953)

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. INVOCATION

5. PUBLIC COMMENT

In accordance with State law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take action on any issue not included on the agenda. Speakers will have up to three (3) minutes.

6. PROCLAMATIONS AND RECOGNITION

6.1 Reverend Edmundo Zarate-Suarez Day 5

6.2 Asian Pacific American Heritage Month 6

6.3 54th Annual Professional Municipal Clerks Week 7

6.4	Retiree Service Recognition - Jeffrey W. Rouston	8
6.5	Introduction of New City Employees	9

7. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

8. CONSENT CALENDAR

The Consent Calendar may be enacted in one motion by the City Council with a Roll Call Vote without discussion unless a Councilmember, a member of the Public, or the City Manager request an item be removed for discussion. Items removed from the Consent Calendar will be considered immediately following the adoption of the Calendar.

8.1	Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda	
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8.2	Approval of City Council Meeting Minutes.	10
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Recommendation:
Approve and file.

8.3	Notice of Decision – Planning Commission approval - Conditional Use Permit for beer and wine sales (ABC Type-41) and live entertainment at a new coffee shop (Public Square Coffee House) located at 127 E. 8th Street.	25
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Recommendation:
Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed (Case File No. 2023-01 CUP) (Community Development – Planning).

8.4	Notice of Decision – Planning Commission approval - Conditional Use Permit for a drive-through lane within a proposed commercial development to be located at 2305 Sweetwater Road.	62
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Recommendation:
Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed (Case File No. 2022-12 CUP) (Community Development – Planning).

8.5	Approval of Agreement with the Solana Center for Environmental Innovation for Senate Bill (SB) 1383 compliance support services.	95
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Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to execute an agreement between the City of National City and the Solana Center for Environmental Innovation, a California non-profit corporation, for SB 1383 compliance support services."

- 8.6 Encroachment Permit and Agreement for 129 National City Boulevard 112
- Recommendation:
 Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, authorizing the Mayor to sign an Encroachment Permit and Agreement for the Temporary Installation of a Scaffolding within the City Reserved Right of Way at 129 National City Boulevard.”
- 8.7 Warrant Register #37 for the period of 3/10/23 through 3/16/23 in the amount of \$565,066.05. 121
- Recommendation:
 Ratify Warrants Totaling \$565,066.05
- 8.8 Warrant Register #38 for the period of 3/17/23 through 3/23/23 in the amount of \$1,945,646.70 124
- Recommendation:
 Ratify Warrants Totaling \$1,945,646.70

9. PUBLIC HEARING

The following item(s) have been advertised as public hearing(s) as required by law.

- 9.1 Public Hearing and Adoption of a Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF. 127
- Recommendation:
 Public Hearing and Adoption of a Resolution Entitled, “Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, approving an adjustment to the TDIF of 2 percent, as required by the San Diego Association of Governments (SANDAG) for receipt of *TransNet* local street improvement revenues, resulting in the TDIF increasing from \$2,688.21 per new residential dwelling unit to \$2,741.97 per unit beginning July 1, 2023.
- 9.2 Public Hearing No. 2 and adoption of HUD 2023-2024 Action Plan and allocation of funds to CDBG and HOME activities. 132
- Recommendation:
 Adopt the Resolution entitled, “Public Hearing No. 2 of 2 and adoption of a Resolution of the City Council of the City of National City, California adopting the U.S. Department of Housing and Urban Development (HUD) 2023-2024 Annual Action Plan and the allocation of 2023-2024 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for

10. STAFF REPORTS

- 10.1 Appropriation of funds for the National City Targeted Local Coastal Program Amendment to update General Plan and Zoning Code references.

144

Recommendation:

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, authorizing establishing an appropriation and corresponding revenue budget in the amount of \$100,000 for the National City Targeted Local Coastal Program Amendment, reimbursable through the Local Coastal Program Local Assistance Grant Program approved by the California Coastal Commission.”

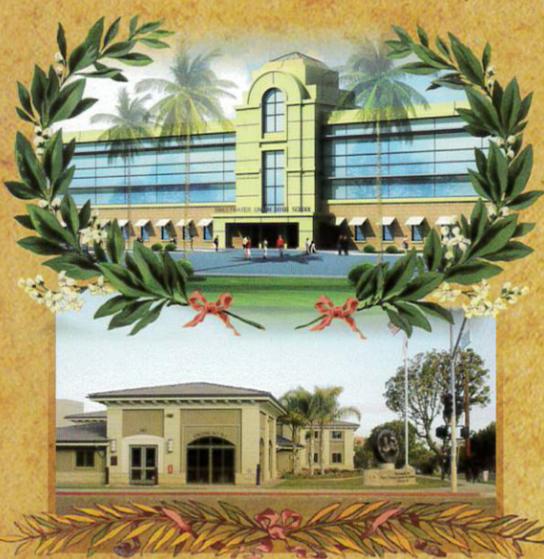
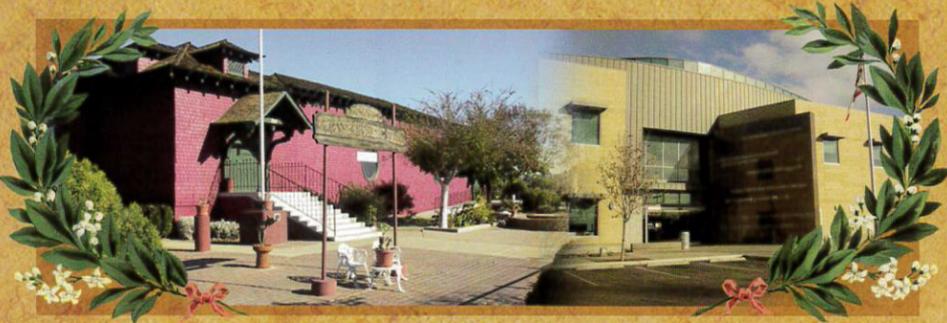
11. CITY MANAGER'S REPORT

12. ELECTED OFFICIALS REPORT

13. CITY ATTORNEY REPORT

14. ADJOURNMENT

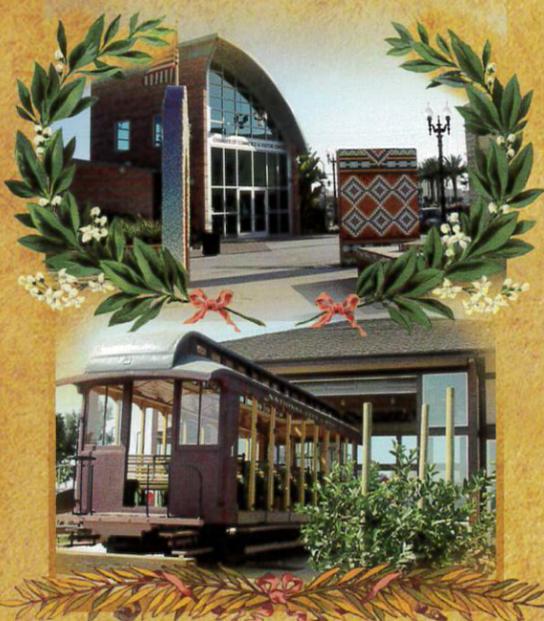
Regular Meeting of the City Council of the City of National City - Tuesday, May 16, 2023 - 6:00 p.m. - Council Chambers - National City, California.



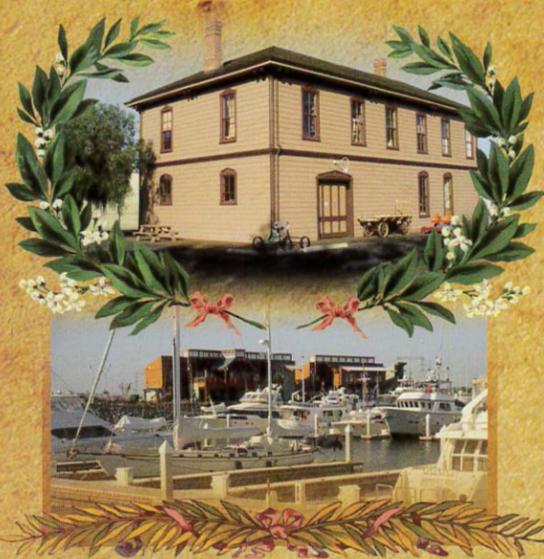
Proclamation



WHEREAS, Rev. Edmundo Zarate-Suarez was born and raised in Mexicali Baja California by Agustin and Margarita Zarate. He was one of six siblings, and was raised on a farm; and



WHEREAS, after finishing the university, he was given the opportunity to begin seminary formation in Ireland, where he lived for four years studying Philosophy and Theology. On June 29, 1996, he was ordained to the priesthood; and



WHEREAS, He served as associate pastor for his first two years of priesthood, then began his first assignment as Pastor at Our Lady of Guadalupe. Since then he has been a pastor of three other parishes, and in 2007 he became a pastor of St. Anthony of Padua Parish in the City of National City. All of his pastorate assignments have been working in communities with high percentages of immigrants; and

WHEREAS, Father Edmundo Zarate, Pastor at St. Anthony of Padua, shared his message for the National City community regarding the COVID-19 vaccine: "We need everyone to receive the vaccine and to stay away from any misinformation about the vaccine because it is safe to receive it."; and

WHEREAS, Father Edmundo Zarate will always be remembered in National City for his caring involvement of both his Parish and in the Community and especially for his Mariachi singing ability.

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council, proclaim May 2, 2023 as:

Rev. Edmundo Zarate-Suarez Day

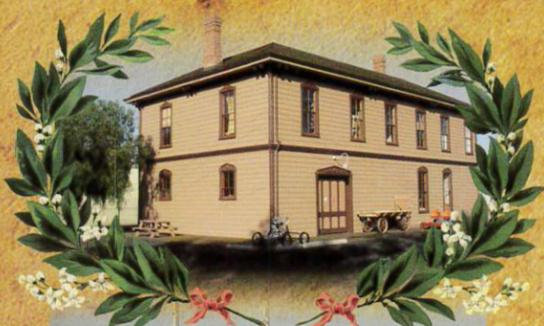
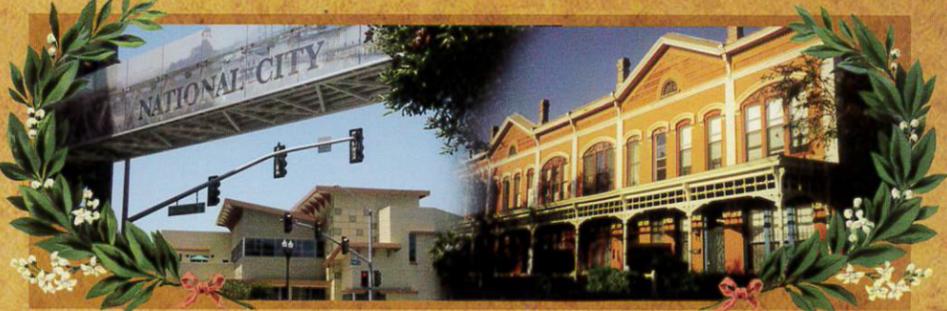
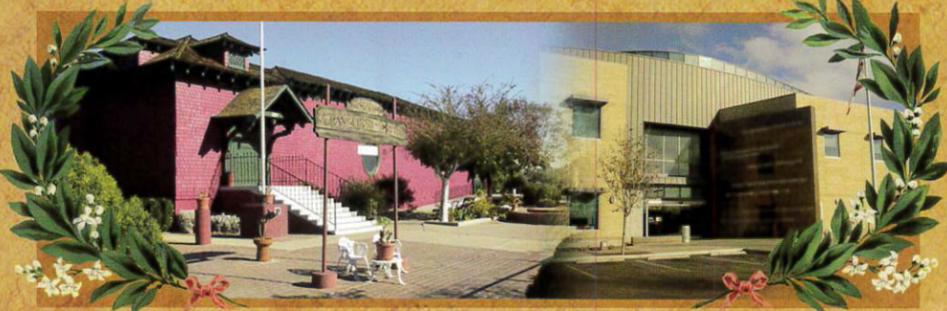
As the Mayor of the City of National City, I call upon all citizens of National City to observe and to celebrate Re. Edmundo Zarate-Suarez 25 years of service to National City.



Ron Morrison

Proud to be Mayor of National City





Proclamation



WHEREAS, Asian Pacific American Heritage Month is a significant celebration in May to honor the innumerable contributions and outstanding accomplishments of Asian and Pacific Islander Americans in the United States of America, the State of California, the County of San Diego and the City of National City.

WHEREAS, Asian Pacific Americans are the fastest growing community in San Diego county having increased to 398,526 people over the past decade; and are comprised of more than a dozen ethnicities and languages, including Burmese, Cambodian, Chinese, Filipino, Hmong, Indian, Indonesian, Japanese, Korean, Laotian, Malaysian, Singaporeans, Taiwanese, Thais, Vietnamese and others; and

WHEREAS, Asian Pacific American immigrants came to the United States for freedom and the opportunity to live the American dream; to build a better life for themselves and their families and in doing so have enriched San Diego county; and

WHEREAS, Asian Pacific Americans are among the many American heroes that sacrificed to preserve and sustain freedom and opportunity for us and future generations; and

WHEREAS, Asian Pacific Americans carried their entrepreneurial spirit and strong work ethic to San Diego county, establishing approximately 30,000 businesses generating an estimated \$10 billion in business revenues; and

WHEREAS, the City of National City has benefited from the vibrant culture, talents and countless contributions of Asian Pacific Americans in art, business, education, emergency first responders, health care, law enforcement and justice, medical research, military service, manufacturing, music, performing arts and theater, public service, science and engineering, and other noteworthy fields of human endeavor; and

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council, proclaim May 2023 as:

ASIAN PACIFIC AMERICAN HERITAGE MONTH

As the Mayor of the City of National City, I call upon all citizens of National City to observe this month and to celebrate the significant contributions of the Asian Pacific American Community.



Ron Morrison

Proud to be Mayor of National City





Proclamation



WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants; and



WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and



WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and



WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor by virtue of the authority vested in me by the City of National City, affix the official seal and do hereby on behalf of the City Council, proclaim May 2, 2023 as:

54th Annual Professional Municipal Clerks Week

As the Mayor of the City of National City, I call upon all citizens of National City to take a moment to appreciate our Professional Municipal Clerk and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



Ron Morrison

Proud to be Mayor of National City





City of National City
MEMORANDUM

DATE: March 22, 2023
TO: Esther Clemente, Executive Assistant IV (City Manager's Office)
Josie Flores-Clark, Executive Assistant IV (Mayor's Office)
FROM: Molly Brennan, Administrative Services Director *mb*
SUBJECT: **RETIREE SERVICE RECOGNITION**

The following City employee is retiring after 33 years of service with the City of National City on April 17, 2023:

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

As part of the Employee and Retiree Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, May 2 at 6pm.**

If this is acceptable, please make the necessary arrangements. If not, please let me know and HR will coordinate another date with the employee.

Thank you.

cc: Roberto Yano, Director of Public Works/City Engineer

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

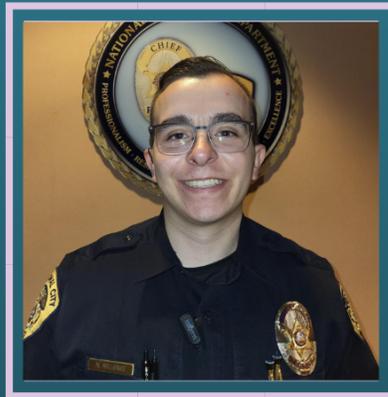
NEW HIRE

**APRIL
2023**

POLICE DEPARTMENT



Sadiq Al-Mosawi
Police Recruit



Nathan Williams
Police Officer

FIRE DEPARTMENT



Armando Martinez
Firefighter

FINANCE



Kecia Carrasco
Accountant

**ENGINEERING/
PUBLIC WORKS**



Jason Jasmund
Civil Engineering Technician



AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Approval of City Council Meeting Minutes.

RECOMMENDATION:

Approve and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Meeting Minutes:

April 4, 2023 – Special City Council Meeting

April 4, 2023 – Regular City Council Meeting

FINANCIAL STATEMENT:

None.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378;
PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Meeting Minutes – Special City Council Meeting of April 4, 2023

Exhibit B – Meeting Minutes – Regular City Council Meeting of April 4, 2023



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**April 4, 2023, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: Mayor Morrison
Vice-Mayor Molina
Councilmember Bush
Councilmember Rodriguez
Councilmember Yamane

Others Present: Brad Raulston, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, City Clerk
Tonya Hussain, Executive Secretary

1. **CALL TO ORDER**

The meeting was called to order at 5:00 p.m. by Mayor Morrison.

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE TO THE FLAG**

4. **PUBLIC COMMENT**

No Public Comment was received.

5. **CLOSED SESSION**

Members retired into Closed Session at 5:08 p.m. including City Attorney Schultz. All left the Closed Session Meeting Room and returned to open session at 6:12 p.m. with all members present in attendance: Morrison, Molina, Bush, Rodriguez, and Yamane.

Announcement of actions taken in Closed Session shall be made at the Regular City Council Meeting following this meeting at 6:00 p.m.

5.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54956.9(d)

Position to be Reviewed: City Manager

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, April 4, 2023, 6:00 in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:12 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of May 2, 2023.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

April 4, 2023, 6:00 p.m.

**City Council Chamber - 1243 National City Boulevard
National City, CA**

Present:

- Mayor Morrison**
- Vice-Mayor Molina**
- Councilmember Bush**
- Councilmember Rodriguez**
- Councilmember Yamane**

Others Present:

- Brad Raulston, City Manager**
- Barry J. Schultz, City Attorney**
- Shelley Chapel, City Clerk *(via Zoom)***
- Carlos Aguirre, Housing Authority Director**
- Molly Brennan, Administrative Services Director**
- Alex Hernandez, Assistant Chief of Police**
- Tonya Hussain, Executive Secretary**
- Ben Martinez, Neighborhood Services Manager**
- Sergio Mora, Fire Battalion Chief**
- Angelita Palma, Housing Authority Programs Manager**
- Martin Reeder, Planning Manager**
- Joyce Ryan, Library & Community Services Director**
- Armando Vergara, Director of Community Development**
- Roberto Yano, Director of Public Works and City Engineering**

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:20 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush, Rodriguez, Yamane, Molina, Morrison

Other elected officials: Treasurer Mitch Beauchamp

Administrative Officials present: Raulston, Schultz, Chapel (*via Zoom*), Aguirre, Brennan, Hernandez, Hussain, Martinez, Mora, Palma, Reeder, Ryan, Vergara, Yano

Interpretation in Spanish provided by Carlos Diaz and Luisa Diaz de Leon.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Molina led the Pledge of Allegiance. Invocation was delivered by Albert Mendivil.

4. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing two (2) minutes per comment and introduced City Clerk Chapel.

Seven (7) speakers provided in-person comments, one (1) written comment, and four (4) people provided virtual comment.

Comments received via Zoom:

Terri-Ann Skelly
Judith Strang
Becky Rapp
Barbara Gordon

Written comment received, not read into the record:

Ted Godshalk

In-person comments:

Joan Rincon
Edward Nieto
Sandra R.
Delfina Samanego
Cecilia Newton
Dukie Valderrama
Anita Brinkley

5. PROCLAMATIONS AND RECOGNITION

5.1 Fair Housing Month Proclamation

Mayor Morrison presented the proclamation to CSA San Diego County Executive Director Estela De Los Rios.

5.2 Introduction of New City Employees

Director of Administrative Services Molly Brennan and Assistant Chief Hernandez announced the new employees and police recruits.

6. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

Councilmember Rodriguez spoke to the business of SANDAG.

Councilmember Bush provided an update on the Metropolitan Transit System.

Councilmember Yamane reported on the Sweetwater Authority and San Diego Community Power.

Vice-Mayor Molina spoke to her attendance at the City Council Goal Setting Workshop and provided an update on the SANDAG Audit Subcommittee.

Mayor Morrison provided an update on the Sweetwater Authority.

Port Commissioner Sandy Naranjo reported on her recent attendance at the 2023 Annual Legislative Summit of the American Association of Port Authorities.

San Diego Community Power (SDCP) Vice-Chair Aida Castaneda introduced herself and provided information on the business of SDCP.

7. CONSENT CALENDAR

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane to approve Consent Calendar Items 7.1, 7.2, 7.5, 7.7, and 7.8 with Items 7.3, 7.4, and 7.6 pulled for public comment or discussion.

Motion carried by unanimous vote

7.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda

Motion carried by unanimous vote

7.2 Police Captain Salary Increase

Adopted Resolution No. 2023-31

Adopt the Resolution of the City of National City, California, amending the National City Management Salary Schedule for the position of Police Captain.

Motion carried by unanimous vote

PULLED – ITEM HEARD OUT OF ORDER

7.4 Approval of Letter of Support for Assembly Bill 436 to Allow Cruising Across California

Mayor Morrison introduced California Assemblyman David Alvarez who addressed the Council.

Written comments received, not read into the record:

Flavio Huizar

Olivia Fonseca

Recommendation: Approve, send and file.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Yamane to approve the staff recommendation.

Substitute Motion by Councilmember Bush to amend the letter to include African American or Black and Brown and revise the word “events” to “traditions”.

Friendly amendment by Councilmember Rodriguez to amend the letter to include the signatures of the current Councilmembers.

Substitute Motion by Councilmember Rodriguez, seconded by Councilmember Bush to amend the letter to include Black or African American and to include the signatures of the current Councilmembers.

Ayes: Bush, Rodriguez, Yamane, Molina

Nays: Morrison

Motion carried by 4-1 vote.

7.3 Authorize an agreement with Blue Violet Networks to provide video surveillance and access control products and related services.

Adopted Resolution No. 2023-32

In-person Comment:

Ted Godshalk

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to execute an agreement with A3 Communications, Inc., DBA Blue Violet Networks, for a not-to-exceed amount of \$150,000 to provide video surveillance and access control products and related services.”

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Bush to approve the staff recommendation.

Motion carried by unanimous vote

- 7.5 Notice of Decision – Planning Commission approval of a Conditional Use Permit (CUP) for a new Wireless Communications Facility to be located at 1900 National City Blvd.

Receive and File

Motion carried by unanimous vote

- 7.6 Temporary Use Permit — St. Anthony of Padua Church presentation of the “Live Stations of the Cross” starting at 410 W. 18th Street on April 7, 2023 from 3 p.m. to 4 p.m. with no waiver of fees.

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

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to approve the application.

Motion carried by unanimous vote

- 7.7 Warrant Register #33 for the period of 2/10/23 through 2/16/23 in the amount of \$556,762.50.

Ratify Warrants Totaling \$556,762.50

Motion carried by unanimous vote

- 7.8 Warrant Register #34 for the period of 2/17/23 through 2/23/23 in the amount of \$2,267,953.57

Ratify Warrants Totaling \$2,267,953.57

Motion carried by unanimous vote

8. PUBLIC HEARING

Notice of the Public Hearing was given in accordance with legal requirements, and the hearing was held on the date and no earlier than specified in the notice.

ITEM TAKEN OUT OF ORDER

8.7 Introduction and First Reading of the Ordinance Amending Title 11 of the National City Municipal Code (NCMC) – Vehicles and Traffic.

Director of Community Development Armando Vergara introduced the Neighborhood Services Manager Ben Martinez and Dixon Resources Unlimited President Julie Dixon who provided a PowerPoint presentation.

Mayor Morrison declared the Public Hearing open at 7:39 pm

In-Person Comment:

Jovita Arellano
Sophia Toral-Swain
Rabbit Arellano
Norma Acosta
Marie Obana
Carlos Ruiz
Aida Castaneda
Deanna Garcia

Comment received via Zoom

David Polanco

Written comment received, not read into the record:

Lorraine Quinones

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:52 pm

Recommendation: To repeal the Cruising Ordinance Chapter 11.68 of the National City Municipal Code.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to approve the staff recommendation.

Motion carried by unanimous vote.

President of the National Latina Business Women Association, Vice President of the San Diego County Imperial Valley Chamber of Commerce and the Executive Assistant to Mayor Morrison Josie Flores-Clark provided comment and recognized Jovita Arellano.

Mayor Morrison called for a recess at 8:26 p.m., the meeting reconvened at 8:52 p.m. with Councilmember Rodriguez absent.

Councilmember Rodriguez arrived at the dais at 8:53 p.m.

One public comment was received from Patty Finnegan.

Recommendation: Introduce Ordinance by First Reading entitled, "Ordinance of the City Council of the City of National City, California, Amending Title 11 of the National City Municipal Code – Vehicles and Traffic Implementing the City's Parking Program."

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to introduce the Ordinance with an amendment to remove the beginning portion of Chapter 11.16.010, Section B as it relates to speeds of 65 miles per hour and add language to Section A to require review by the Traffic Safety Committee for their input and review on speed limits.

Motion carried by unanimous vote.

8.1 Consideration of the findings of the Balanced Plan Environmental Impact Report and Mitigation Monitoring and Reporting Program (MMRP).

Adopted Resolution No. 2023-33

Principal Planner Martin Reeder presented the item with Chen Ryan Associates consultant John Helmer.

Mayor Morrison declared the Public Hearing open at 9:21 p.m.

In-person comment

Sandy Naranjo

Kelsey Genesi

Ted Godshalk

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 9:28 p.m.

Recommendation: Adopt the Resolution of the City Council of the City of National City, California, Accepting the Findings of the Balanced Plan Environmental Impact Report and Adopting by Reference the Mitigation Monitoring and Reporting Program.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to adopt the resolution.

Motion carried by unanimous vote.

- 8.2 Approval of Amendment to City's Local Coastal Program reflecting jurisdictional boundary changes affected by the Port of SD - National City Balanced Plan and expansion of the Bayshore Bikeway

Adopted Resolution No. 2023-34

Mayor Morrison declared the Public Hearing open at 9:47 p.m.

In-person comment

Sandy Naranjo

Ted Godshalk

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Bush to close the Public Hearing.

Motion carried by unanimous vote.

Public Hearing closed at 9:49 p.m.

Recommendation: Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, Approving a Local Coastal Program (LCP) Amendment to Reflect Jurisdictional Boundary Changes Affected by the Port of San Diego's National City Balanced Plan and Expansion of the Bayshore Bikeway."

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Rodriguez to approve the staff recommendation.

Motion carried by unanimous vote.

- 8.3 Authorizing the sale of real properties known as APNs: 559-117-04, 559-117-05, 559-117-06, 559-117-07, 559-117-12 & declaring that the properties are no longer needed for City purposes & that such properties are non-exempt under the Surplus Land Act

Adopted Resolution No. 2023-35

City Manager Brad Raulston introduced the item and Attorney Ralph Hicks who presented the item.

Mayor Morrison declared the Public Hearing open at 10:07 p.m.

In-person comment

Mitch Beauchamp *(for items 8.3 and 8.4)*

Ted Godshalk

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Molina to close the Public Hearing.

Public Hearing closed at 10:13 p.m.

Motion carried by unanimous vote.

Councilmember Bush left the dais at 10:16 p.m. and returned at 10:19 p.m.

Recommendation: Adopt the Resolution of the City Council of the City of National City, California, authorizing the sale of real properties known as APNs: 559-117-04, 559-117-05, 559-117-06, 559-117-07, and 559-117-12 and declare the properties as no longer needed for City purposes and that such properties are non-exempt under the Surplus Land Act.

ACTION: Motion by Councilmember Rodriguez, seconded by Vice-Mayor Molina to adopt the resolution.

Motion carried by unanimous vote.

At 10:28 p.m. Mayor Morrison made a motion, seconded by Councilmember Bush as required by City Council Policy #104 Section III (L) to extend the meeting after 10:30 p.m. to 11:00 p.m. to finish City business.

Motion carried by unanimous vote.

- 8.4 Authorizing the Sale of Real Property known as APN: 559-118-02 and Declaring that the property is no longer needed for City purposes and that the property is exempt under the Surplus Land Act.

Adopted Resolution No. 2023-36

Mayor Morrison declared the Public Hearing open at 10:28 p.m.

Councilmember Rodriguez exited the dais at 10:32 p.m. and returned at 10:34 p.m.

In-person comment

Ted Godshalk

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Bush to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 10:31 p.m.

Recommendation: Adopt the Resolution of the City Council of the City of National City, California, Authorizing the Sale of Real Property known as APN: 559-118-02 and Declaring that the property is no longer needed for City purposes and that the property is exempt under the Surplus Land Act.

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to adopt the resolution.

Motion carried by unanimous vote.

8.5 Public Hearing and Resolution approving the Section 8 Housing Choice Voucher Program Fiscal Year 2023-2024

Adopted Housing Authority Resolution No. 2023-87

Housing Authority Director Carlos Aguirre introduced the item.

Mayor Morrison declared the Public Hearing open at 10:35 p.m.

There was no public comment.

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Molina to close the Public Hearing.

Public Hearing closed at 10:35 p.m.

Motion carried by unanimous vote.

Recommendation: Conduct the public hearing, receive public input, and adopt a Resolution entitled, "Resolution of the Community Development Commission–Housing Authority of the City of National City, California, approving the Streamlined Annual Public Housing Agency Plan for the Housing Choice Voucher Program for Fiscal Year 2023-2024 and authorizing the submittal of the Plan to the U.S. Department of Housing and Urban Development."

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Molina to adopt the resolution.

Motion carried by unanimous vote.

- 8.6 Second Reading and Adoption of Ordinance amending Title 18 (Zoning) of the National City Municipal Code to create an Interim Use Ordinance related to the use of nonconforming buildings within the City.

Adopted Ordinance No. 2023-2519

Mayor Morrison declared the Public Hearing open at 10:36 p.m.

There was no public comment.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane to close the Public Hearing.

Public Hearing closed at 10:36 p.m.

Motion carried by unanimous vote.

Recommendation: Adopt the Ordinance.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane to adopt the ordinance.

Motion carried by unanimous vote.

9. **STAFF REPORTS**

- 9.1 Consider Authorizing City Attorney to Hire Special Counsel to prepare response regarding 105 Request Primary Voting System

In-person comment

Joan Rincon

Mitch Beauchamp

Recommendation: Consider authorizing preparation and allocating funds.

ACTION: Motion by Councilmember Bush, seconded by Councilmember Rodriguez to approve the staff recommendation.

Friendly amendment by Councilmember Rodriguez, seconded by Councilmember Bush to amend the Scope of Work to include language that Special Counsel provide options.

Ayes: Bush, Rodriguez, Yamane, Molina
Nays: Morrison

Motion carried 4-1 vote.

10. CITY MANAGER'S REPORT

No report.

11. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

12. CITY ATTORNEY REPORT

CLOSED SESSION

Mayor Morrison introduced City Attorney Schultz who announced that there was no reportable action from the earlier Closed Session item.

5.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54956.9(d)

Position to be Reviewed: City Manager

13. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, April 18, 2023, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 10:57 p.m.

LaTonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of May 2, 2023.

Ron Morrison, Mayor



AGENDA REPORT

Department: Community Development
Prepared by: David Welch, Associate Planner
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Notice of Decision – Planning Commission approval - Conditional Use Permit for beer and wine sales (ABC Type-41) and live entertainment at a new coffee shop (Public Square Coffee House) located at 127 E. 8th Street.

RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed (Case File No. 2023-01 CUP) (Community Development – Planning).

BOARD/COMMISSION PRIOR ACTION:

The Planning Commission recommended approval of the Conditional Use Permit by 5-1 vote.

Ayes: Natividad, Miller, Sendt, Sanchez, Valenzuela **Nays:** Castle **Absent:** N/A

EXPLANATION:

The applicant is requesting a Conditional Use Permit for on-site beer and wine sales (ABC Type 41) in an existing 3,718 square-foot commercial building in conjunction with the sale of food. The applicant also requests to conduct indoor live entertainment in the form of live music, including solo entertainers and bands, DJs, and karaoke.

The Planning Commission conducted a public hearing on April 17, 2023, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

An application fee of \$3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

This is a project under CEQA subject to a Categorical Exemption. Existing Facilities CCR 15301. This project qualifies for a Notice of Exemption. CCR 15374.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

EXHIBITS:

- Exhibit A - Overhead
- Exhibit B - 2023-01 CUP Staff Report
- Exhibit C - Exhibit A to the PC Report – Plans
- Exhibit D - PowerPoint Slides from PC meeting
- Exhibit E - PC Resolution 2023-08

2023-01 CUP – 127 E. 8th Street – Overhead



EXHIBIT 'A'



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

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT A NEW COFFEE SHOP (PUBLIC SQUARE COFFEE HOUSE) LOCATED AT 127 EAST 8TH STREET.

Case File No.: 2023-01 CUP

Location: 127 East 8th Street

Assessor's Parcel Nos.: 556-332-22

Staff report by: Adan Pacheco, Planning Technician

Approved by: Armando Vergara, Community Development Director

Applicant: Public Square Coffee House Inc.

Zoning designation: Downtown Specific Plan Development Zone 9 (DSP-DZ9)

Adjacent use and zoning:

North: Commercial building / Development Zone 9

East: We Lend More Inc. Pawn Shop / Development Zone 9

South: Parco National City Apartments across E. 8th St. / Development Zone 9

West: Carrasco Group Tax Services / Development Zone 9

Environmental review: The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and staff is recommending that the project be determined categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit

Staff recommendation: Approve

Staff Recommendation

Staff recommends approval of the sale of on-site beer and wine with live entertainment, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of beer and wine and live entertainment is a conditionally-allowed use in Development Zone 9 of the Downtown Specific Plan and would be accessory to food sales at the coffee shop.

Executive Summary

Public Square Coffee House has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer beer and wine sales on-site and patio area. The café would also offer indoor live entertainment including karaoke, DJ, and live music. The hours of operation as proposed by the applicant are from 6:00 a.m. to 1:00 a.m. daily.

Site Characteristics

Public Square Coffee House is a new coffee shop located across from the Parco development on E. 8th Street. 1,743 square feet are devoted to the coffee shop, while 1,286 square feet are set aside for coffee roasting training. There are three 30-minute on street parking spaces on east 8th Street adjacent to the property.

The property is located in census tract 118.01, which covers the area between E. 8th Street and Division Street, as well as National City Boulevard and Highland Avenue. The area includes a range of commercial uses that offer live entertainment and alcoholic beverages at various times. Market on 8th, McDini's, and Grill House at Big Ben Market are the most recent establishments to have CUPs approved for alcohol and live entertainment. There are single-family homes behind the property to the north, as well as the Parco mixed-use development directly across the street from the café.

Proposed Use

The business is proposing to sell beer and wine on site (ABC Type 41) in conjunction with food sales in the newly renovated building. The applicant proposes seating facing the café's interior on a patio area facing East 8th Street. Conditions have been included to restrict the sale and consumption of alcohol outside of the premises, consistent to City Council Policy 707. The proposed hours of operation are from 6:00 a.m. to 1:00 a.m. daily.

The applicant is also requesting live entertainment in the form of live music (solo entertainer and bands), DJ, and karaoke on the interior of the premises. Live entertainment hours, as proposed by the applicant, are from 6:00 a.m. to 1:00 a.m. daily. The occupancy of the café shop is 92 people, which would limit the amount of patrons at all times, including during live performances.

Analysis

Section 18.30.050 of the Land Use Code allows for on-site alcohol sales and live entertainment with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation for Alcohol Sales

Most recent CUP's for on-site alcohol consumption have varying hours of operation. The Planning Commission recommended that 2022-18 CUP (Market on 8th) be approved for the sale of alcoholic beverages for on site consumption from 6:00 a.m. to 12:00 a.m. daily. McDini's, located across 'A' Avenue, sells beer, wine, and distilled spirits (Type 47) until 2:00 a.m. daily. Grill House at Big Ben is also located across the street on the corner of E. 8th Street and 'A' Avenue, which sells alcohol until 10 p.m. every day.

Conditions of approval for alcohol sales reflect what the applicant has requested (6:00 a.m. to 1:00 a.m. daily). According to the applicant, the timeframe is intended to allow the business to have the same alcohol sales and operating hours.

Live Entertainment

The applicant is also proposing live entertainment indoors from 6:00 a.m. to 1:00 a.m. daily. Market on 8th is the most recent CUP to include indoor live entertainment, with hours of operation varying from 12:00 p.m. to 10:00 p.m. on Sundays, 3:00 p.m. to 10:00 p.m. Monday through Thursday, and 3:00 p.m. to 11:30 p.m. on Friday.

The Grill House at Big Ben, located across E. 8th Street from the proposed use, also has a CUP that authorizes live entertainment with hours of operation from 12:00 p.m. to 10:00 p.m. Friday through Saturday and from 12:00 p.m. to 9:00 p.m. on Sunday.

The applicant's request to conduct live entertainment within the proposed hours of 6:00 a.m. to 1:00 a.m. daily exceeds any live entertainment CUPs that are currently active in the vicinity. The extended hours of operations may pose a noise issue for surrounding uses, particularly for the residential building (Parco) directly across the street from the cafe. Staff proposes limiting the proposed hours of live entertainment to minimize concerns about late-night noise levels. The following operating hours are recommended by staff, as mentioned in the resolution:

Live entertainment inside only:

12:00 p.m. to 10:00 p.m. Sunday to Thursday

12:00 p.m. to 11:30 p.m. Friday and Saturday

Based on the discussion above, staff recommends further discussion on the proposed operating hours for live entertainment. Conditions have been included requiring for compliance to the noise limits in Title 12 (Noise) of the Municipal Code, regardless of the times when live entertainment is present. Other requirements include having windows and doors shut when live entertainment is conducted.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 576 occupants and owners.

Community Meeting – Pursuant to Section 18.30.050 (C) of the National City Zoning Code, a community meeting was held on Tuesday, March 14, 2023 from 6:00 p.m. to 8:00 p.m. at the subject café shop. The meeting advertisement is attached (Attachment 3). The applicant states there were no attendees present.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently 3 on-site licenses in census tract 118.01, where a maximum of four are recommended. The census tract is not considered over concentrated with on-site alcohol sales outlets by ABC.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 14 points, which places it in the Medium Risk category (Medium Risk is considered 13 to 18 points).

Institute for Public Strategies (IPS)

Comments were received from IPS with the following considerations:

1. Recommend Responsible Beverage Sales and Service (RBSS) training for all staff.
2. Alcoholic beverages must be sold alongside food. This is a condition that is already contained in the resolution.
3. Business hours must close at midnight.
4. Consider defining clear guidelines for where alcoholic beverages are and are not permitted on the premises and in the surrounding area.

These are standard conditions of approval and are included in the report in compliance with City Council Policy 707.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales and live entertainment are allowable within Development Zone 9 of the Downtown Specific Plan, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. It is incidental to the proposed café use in a commercial area.
2. General Plan Consistency: Alcohol sales and live entertainment are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a coffee shop with alcohol sales is consistent with Development Zone 9 of the Downtown Specific Plan land use designation contained in the Land Use Code and Community Character element of the General Plan.

3. Compatibility, LUC, and Traffic: No expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed uses would be incidental to the primary use of food and coffee sales. The building is existing and has access to several street parking spaces on E. 8th Street. Live entertainment would occur within the existing building.
4. No Nuisance: The proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live performances will also be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.
5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building with only minor alterations to the exterior and interior of the building permitted by an approved building permit, and the use is similar to other commercial uses in the area, which are permitted in Development Zone 9 of the Downtown Specific Plan.
6. Public Convenience and Necessity: The coffee shop, a permitted use in Development Zone 9 of the Downtown Specific Plan, will benefit from the sale of alcohol. By providing for a wider diversity of businesses that add charm to the downtown core. Live entertainment will also improve the experience for café patrons and provide local performers an opportunity to show off their talents.

Findings for Denial

The following are findings for denial due to nearby businesses that sell beer and wine together with live entertainment:

1. The proposed use is not deemed essential to the public necessity, as there are already three restaurants in the same census tract that serve alcohol. Likewise, East 8th Street already has two businesses (Market on 8th, Grill House at Big Ben) that offer live entertainment.
2. Based on the above finding, public convenience and necessity will not be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law. Nearby businesses already offer live entertainment, which will only increase noise issues in the area.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales and live entertainment per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in Development Zone 9 of the Downtown Specific Plan. The proposed use in a commercial area would be incidental to the proposed café. The café will also include live entertainment as an accessory use. The census tract where the coffee shop is located does not have an over concentration of on site alcohol licenses. Beer and wine will only be offered inside the building with the purchase of food and the Police Department has classified the establishment as Low Risk.

Options

1. Find the project exempt from CEQA under Class 1 of the CEQA Guidelines Section 15301 or other exemption and approve 2023-01 CUP subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,
2. Find the project not exempt from CEQA and/or deny 2023-01 CUP based on the attached findings, or findings to be determined by the Planning Commission; or,

3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2023-01 CUP, dated 2/27/2023)
4. Public Hearing Notice (Sent to 576 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. IPS Comments
8. Community Meeting Advertisement



NOTICE OF PUBLIC HEARING

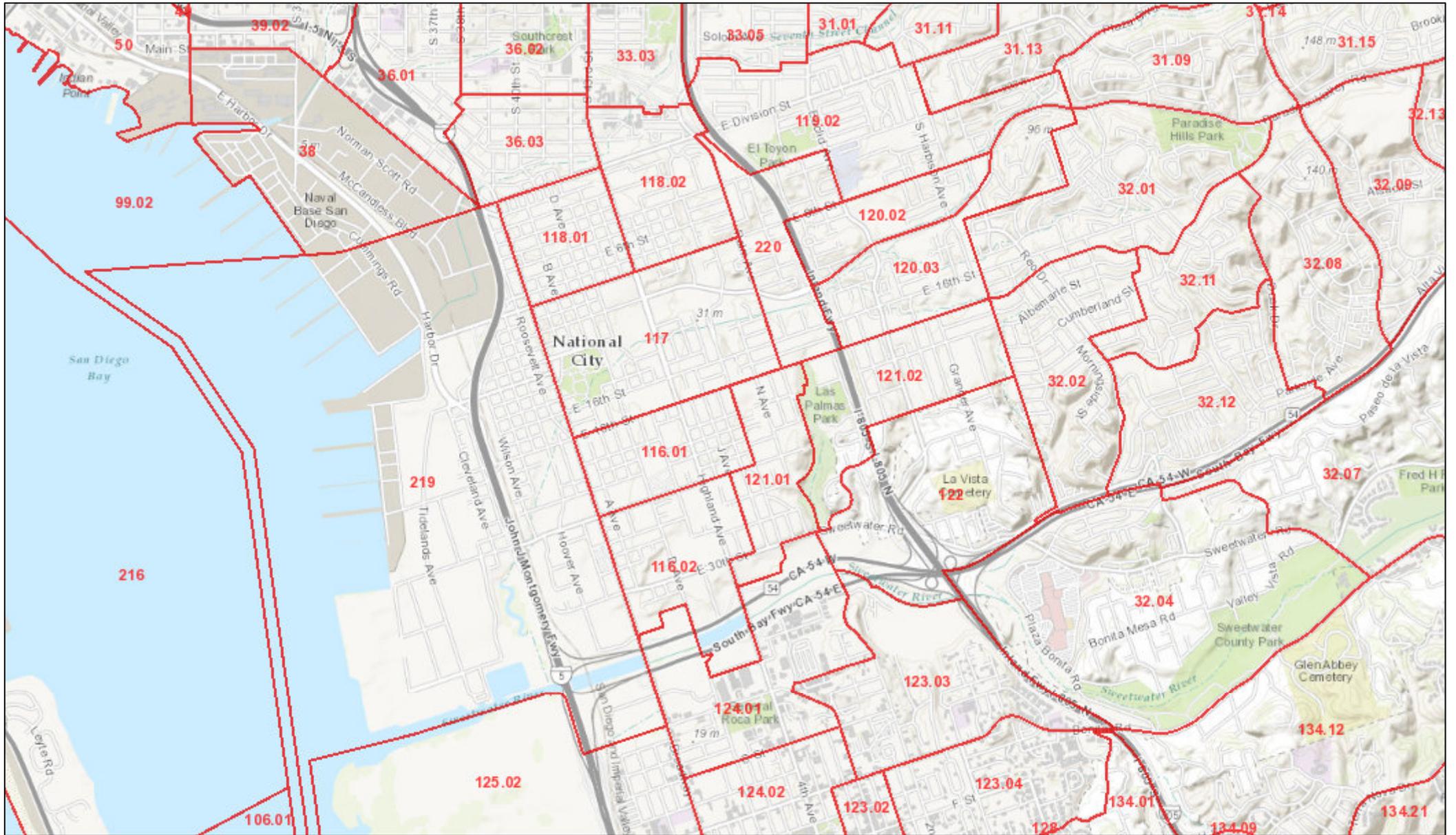
CONDITIONAL USE PERMIT FOR ON-SALE BEER AND WINE (TYPE-41) WITH LIVE ENTERTAINMENT AT A NEW CAFE (PUBLIC SQUARE COFFEE HOUSE) TO BE LOCATED AT 127 EAST 8TH STREET.
CASE FILE NO.: 2023-01 CUP
APN: 556-332-22

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, April 17, 2023**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Public Square Coffee House Inc.)

The applicant intends to convert an existing 3,718 square foot building into a new café offering coffee and food, which will also offer beer and wine for sale on-site. In addition, the café would also have indoor live entertainment, including live music DJ, and karaoke. The proposed café hours of operation are 6:00 a.m. to 1:00 a.m. daily. Staff is recommending live entertainment hours of noon to 10 p.m. Sunday through Thursday and noon to 11:30 p.m. Friday and Saturday. The Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301 (Existing Facilities).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 4:00 p.m., **April 17, 2023** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

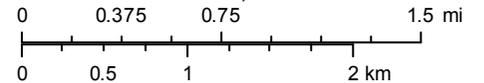


August 25, 2014

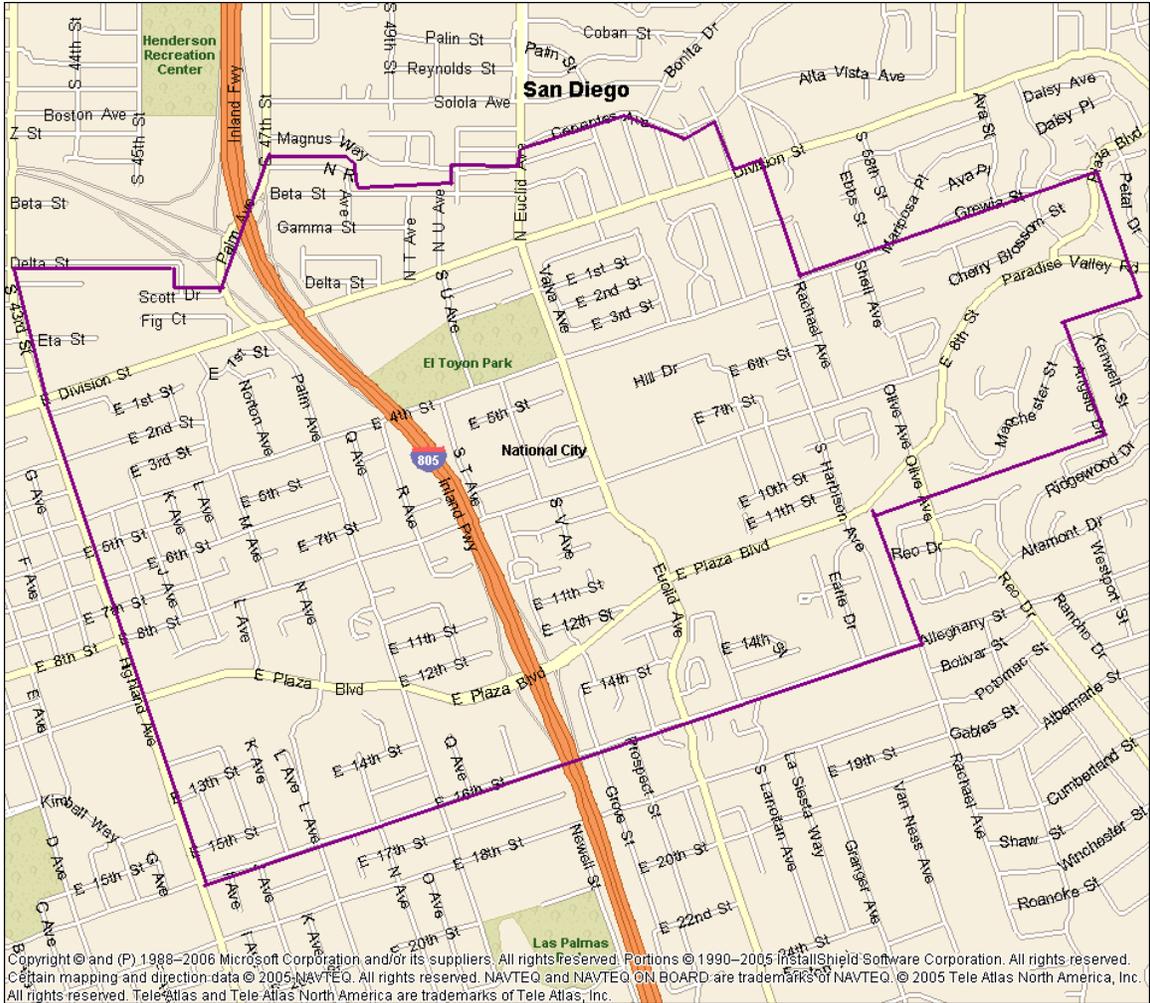
Census Tracts 2010

ATTACHMENT 4

1:45,467



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



City of National City Beat 21

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

VI. Calls for Service at Location (for previous 6 months)

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- Mostly commercial businesses (1 pt)
- Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk (12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts) Total Points _____
--

VIII. Owner(s) records check

- No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

Recommendation:

Completed by: _____ Badge ID: _____

Environmental Scan for Proposed Type 41 Alcohol CUP

127 E. 8th Street, National City, CA 91950

Conducted: February 13, 2023



at

Photos of the proposed location.

An environmental scan was conducted on Monday, February 13 for a proposed Type 41 on-sale alcohol license at 127 E. 8th Street. The proposed location is a new coffee shop (Public Square Coffee House).

During a scan of the business and premises, the following was noted:

- The business is located in a commercial area closely bordering a residential area, which could be affected by music into late hours of the evening.
- The exterior of the location has recently been updated with the addition of what appears to be a take-out window connected to possible future patio seating with overhead lighting.
- All windows at the location were covered at the time of the scan. Two businesses to the immediate right had bars on the windows and/or sliding doors that locked to close the locations off to the public during non-business hours. It was not possible to determine whether a dance floor will be available during late evening hours.

Churches

First United Methodist Church (242 E. 8th Street) is the closest one to this location.

Outlet Density



Funded by the San Diego County Health and Human Services Agency

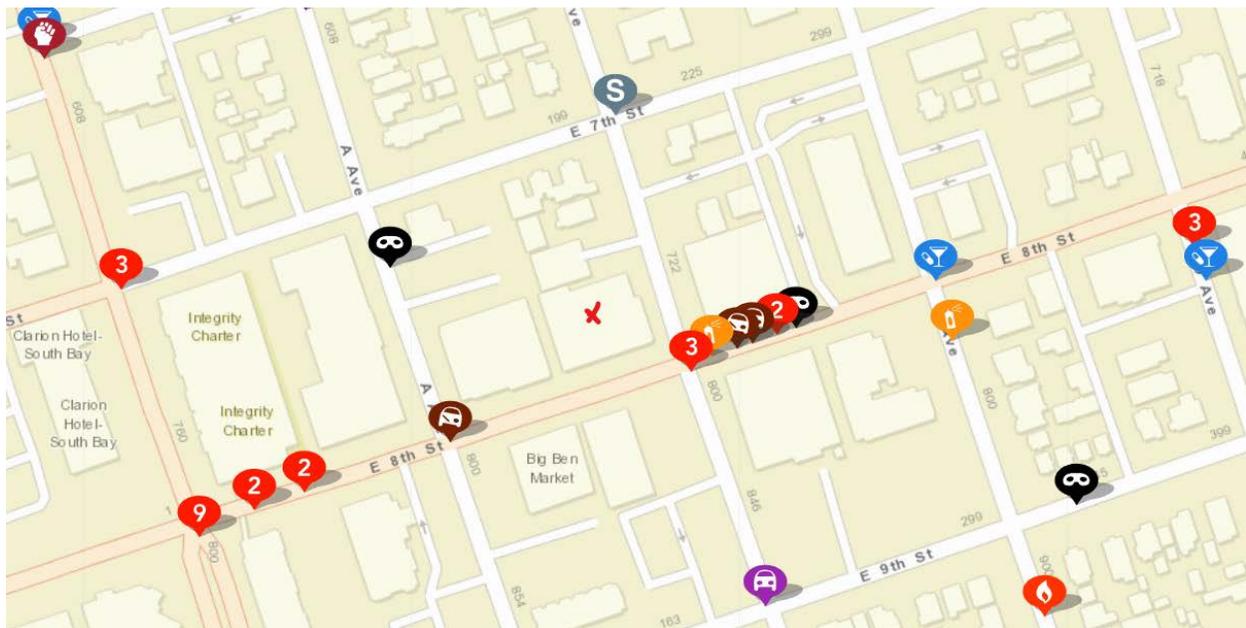
8885 Rio San Diego Drive #117 • San Diego, California, 92108 • Phone: 619.476-9100 • Fax: 619.476-9104

According to the ABC, four (4) on-sale licenses are authorized for Census Tract #118.01, which is the census track where 127 East 8th Street, National City is located. There are currently three on-sale licenses in the southwest corner of this census tract near 8th Street according to ABC records.

Census Tracts

	Off-Sale	On-Sale
Census Tract 118.01 <i>Establishment is within this tract</i>	Allowed: 2 Currently there are: 2 The census tract is currently not overconcentrated for off-sale licenses	Allowed: 4 Currently there are: 3 This census tract is currently not overconcentrated per ABC guidelines

Crime Rate



Funded by the San Diego County Health and Human Services Agency
 8885 Rio San Diego Drive #117 • San Diego, California, 92108 • Phone: 619.476-9100 • Fax: 619.476-9104

According to crimemapping.com, over the past six months, the corner of 8th E Street and B Avenue has been the site of a cluster of criminal activity. Several crimes including assault, car theft, and burglary have been reported in the area. A follow up request for information from personnel within the National City Police Department, may result in obtaining additional details regarding the crime rate for this location.

Considerations

The following are considerations if a CUP is issued:

1. Require that staff, management, and owner to attend an **in-person** Responsible Beverage Sales and Service training. Below is the Alcohol Beverage Control website for future trainings.
<https://www.abc.ca.gov/education/rbs/>
2. To prevent the establishment from transforming into a night club, which could increase crime and nuisance problems, require that food is always provided and have hours of operation end by 12:00 am daily.
3. Consider establishing clear guidelines for where alcoholic beverages are and are not allowed on the premises and in the surrounding area given the location of an apparent take-out window.



March 14, 2023

Adan Alhi Pacheco
Planning Technician
City of National City
1243 National City Boulevard
National City, CA 91950

RE: Public Square Coffee House, Inc. - Community Meeting Report;

Mr. Pacheco:

On behalf of Public Square Coffee House, Inc. (dba – Friends of Friends), I am submitting a summary of the Community Meeting that was held on Tuesday, March 14, 2023 at Friends of Friends located at 127 East 8th Street, National City, CA 91950 from 6:00pm to 8:00pm.

The applicant, one of his assistant’s and I were present and began the meeting at 6:00pm and provided refreshments and baked goods. Unfortunately, no neighboring residents, business or property owners came to the community meeting. We discussed the idea that the rain and in-climate weather conditions may have deterred people from attending the meeting.

The meeting was adjourned at 8:00pm.

Thank you for your consideration, if I can be of further assistance please feel free to contact me directly at [REDACTED].

Kind regards,

[REDACTED]

Marco Polo Cortés

March 6, 2023

Dear Neighbor / Business Owner -

You are cordially invited to attend a community meeting regarding a Conditional Use Permit (CUP) with the city of National City for Public Square Coffee House, Inc. (Doing Business As Friends of Friends Cafe) for a Conditional Use Permit for a California Department of Alcoholic Beverage Control (ABC) Type-41 License (Beer and Wine).

The applicant will be hosting a community meeting on:

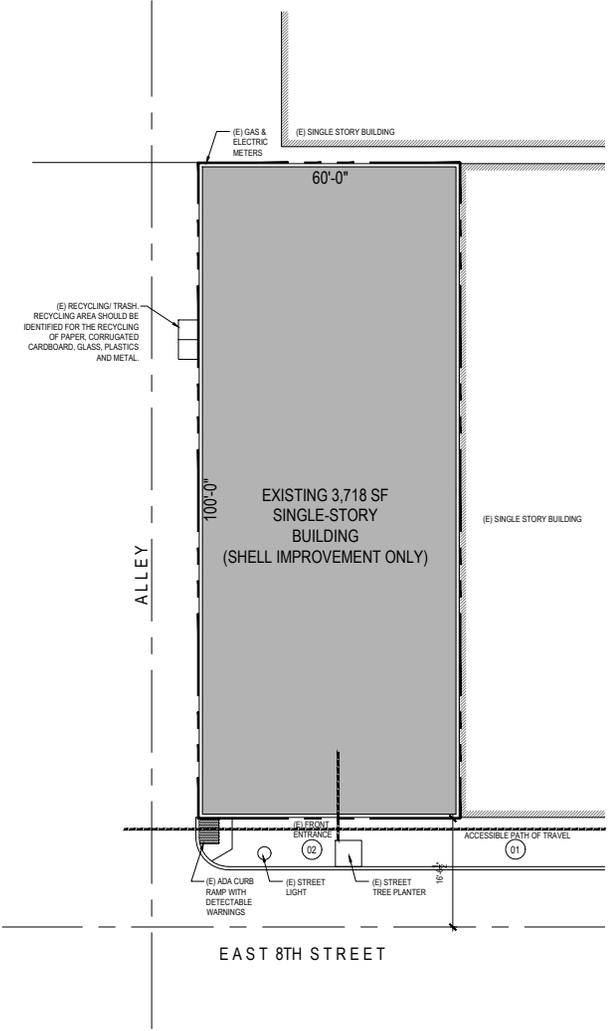
Tuesday, March 14, 2023
127 East 8th Street
National City, CA 91950
6:00pm to 8:00pm

The applicant will provide an overview of their request and have a question and answer session shortly thereafter.

If you have any questions, please feel free to contact the applicant's consultant, Marco Cortes at

[REDACTED].

Exhibit 'A'
Case File No. 2023-01
Date: 3/13/23



1 SITE PLAN
 1/8" = 1'-0"

SITE PLAN KEYNOTES

- 01 ACCESSIBLE PATH OF TRAVEL - MAXIMUM 5% (1:20) SLOPE IN DIRECTION OF TRAVEL AND MAXIMUM 2% CROSS SLOPE
 - 02 EXISTING ACCESSIBLE ENTRANCE WITH LEVEL LANDING (WITHIN 2% MAX. SLOPE IN ANY DIRECTION)
- EXISTING ACCESSIBLE PARKING WITH SIGNAGE COMPLIANT WITH CBC 2019 CHAPTER 11B

ADA PARKING PATH OF TRAVEL



SITE PLAN GENERAL NOTES

1. ALL PRIMARY PUBLIC ENTRANCES AND MAJOR FUNCTION AREA TO DISPLAY THE INTERNATIONAL SYMBOL OF ACCESSIBILITY
2. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO START OF CONSTRUCTION, AND REPORT BACK TO DESIGNER WITH ANY DISCREPANCIES ON THIS DRAWING. UPGRADE ALL ACCESSIBLE TIME WITHIN THE PATH OF TRAVEL TO MEET THE 2019 CALIFORNIA BUILDING CODE (TITLE 24). REFER TO SHEETS T1.2 THRU T1.6 FOR TYPICAL DETAILS & REQUIREMENTS.
3. CONTRACTOR TO UPGRADE ALL ACCESSIBLE ITEMS WITHIN THE PATH OF TRAVEL TO MEET THE 2019 CALIFORNIA BUILDING CODE (TITLE 24), AS REQUIRED. REFER TO SHEETS T1.2 THRU T1.7 FOR TYPICAL DETAILS & REQUIREMENTS.
4. AT HAZARDOUS VEHICULAR AREAS, DETECTABLE WARNING SURFACES SHALL BE YELLOW CONFORMING TO F8 33388 OF FEDERAL STANDARD 595C PER CBC SEC 11B-705.1.1.3.
5. AT LOCATIONS OTHER THAN VEHICULAR HAZARDOUS AREAS, DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES EITHER LIGHT OR DARK OR LIGHT. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE SURFACE PER CBC SEC 11B-705.1.1.3.
6. ONLY APPROVED ISOLAC DETECTABLE WARNING PRODUCTS AND DIRECTIONAL SURFACES SHALL BE INSTALLED AS PROVIDED IN THE CALIFORNIA CODE OF REGULATIONS (CCR), TITLE 24, PART 1, CHAPTER 5, ARTICLE 2, 3 AND 4. PER CBC SEC 11B-705.3.



2825 Dewey Road
 Bldg 202, Unit 207
 San Diego, CA 92106
 858.336.4556

PUBLIC SQUARE
 127 E. 8TH STREET
 NATIONAL CITY, CA 91960

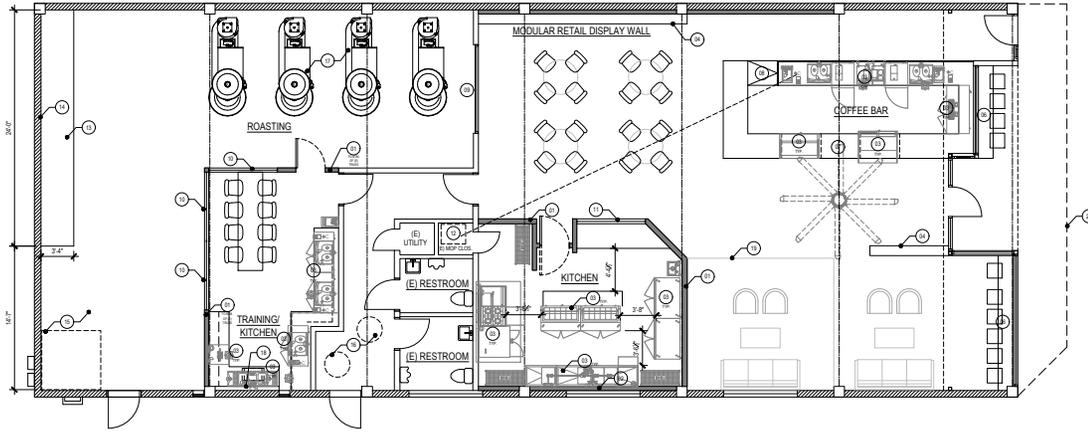
REVISIONS

DATE	DESCRIPTION
4/7/21	PCT SUBMITTAL
9/16/21	PCT SUBMITTAL
3/16/22	PCT SUBMITTAL

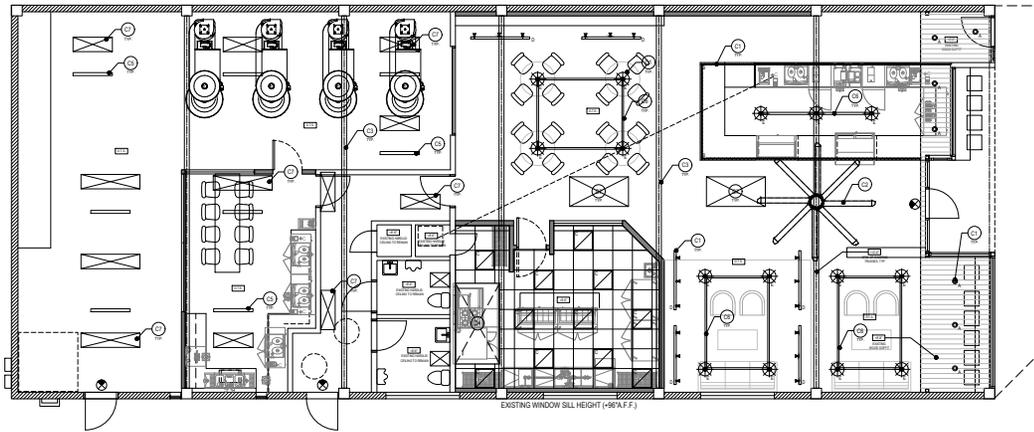
Bid Issue Date: TBD
 Date: 3/16/22
 Scale: AS NOTED
 Project No.: -
 Sheet Title:
 ENLARGED SITE PLAN

Sheet No.:
A0.1

Any reproduction of these drawings is prohibited without written consent of Arch 5 Design Studio. All dimensions and conditions shall be verified prior to beginning of construction and shall immediately reflect any and all discrepancies to Designer.



1 FLOOR PLAN
3/16" = 1'-0"



2 REFLECTED CEILING PLAN
3/16" = 1'-0"

FLOOR PLAN KEYNOTES

- 1 NEW PARTIAL HEIGHT WALL, SEE SHEET A4.1 FOR WALL TYPES
- 2 NEW FULL WALL, SEE SHEET A4.1 FOR WALL TYPES
- 3 EQUIPMENT BY OTHERS - SEE FOOD SERVICE DRAWINGS FOR MORE INFO
- 4 CUSTOM FABRICATED RETAIL SHELVING BY OTHERS
- 5 DRINK RAIL
- 6 ADA DRINK RAIL - 34" MAX HEIGHT
- 7 POINT OF SALE COUNTER
- 8 PUP-UP ACCESS DOOR
- 9 EXISTING WINDOW TO REMAIN
- 10 7' X 7' GLASS CHANNEL - OWNER PROVIDED, GC INSTALLED, GC TO PROVIDE SILICONE AND STEEL CHANNELS
- 11 7' X 7' GLASS CHANNEL WITH 2" SQUARE INCHES (2" X 1") PASS THROUGH KITCHEN OPENING - OWNER PROVIDED, GC INSTALLED, GC TO PROVIDE SILICONE AND STEEL CHANNELS
- 12 NEW REVERSE OSMOSIS WATER SYSTEM - LINE RUNS PER MANUFACTURER'S REQUIREMENTS, RUNS TO SERVICE BOTH FRONT OF HOUSE COFFEE BAR AND BACK-OF-HOUSE COFFEE TRAINING FACILITY. SPEC BY OWNER
- 13 INDUSTRIAL SHELVES, PROVIDED BY OWNER
- 14 ART MURAL, WALL BY OTHERS
- 15 PALETTE & PALLETTE JACK AREA
- 16 EXISTING GREASE INTERCEPTOR
- 17 COFFEE ROASTER PER SPEC BY OWNER
- 18 EXISTING WATER VALVES
- 19 EXISTING SKYLIGHTS
- 20 MOVABLE / MODULAR 4" HIGH STAGE PLATFORM FOR SCHEDULED PERFORMERS
ONLY NOT FOR ENERGY OPERATIONS
- 21 EXISTING BUILDING OVERHANG

FLOOR PLAN LEGEND

- * REFER TO GENERAL NOTES (1-1) FOR ADDITIONAL INFORMATION
- NEW NON-BEARING INTERIOR WALL
SEE SHEET A4.1 FOR WALL TYPES
- EXISTING TO REMAIN
- EXISTING EXTERIOR BLOCK WALL TO REMAIN

RCP KEYNOTES

- 1 NEW LIGHT FIXTURE PER SCHEDULE
- 2 NEW 12" Ø 8" BAD ASS FAN WITH 30" DOWNROD, COLOR TO BE DECIDED BY OWNER, EXACT LOCATION TO BE COORDINATED IN FIELD TO AVOID ANY SKYLIGHT, LIGHTING, AND/OR UTILITY CONFLICTS
- 3 (E) STRUCTURAL TRUSSES TO REMAIN
- 4 (N) HOOD PER MECHANICAL AND FOOD SERVICE DRAWINGS, INSTALLED ON NON-COMBUSTIBLE WALL (STAINLESS STEEL SHEET METAL FLASHING EXTENDING 1" AROUND THE HOOD-UP AIR TYPE "C" BOARD BOTH SIDES @ METAL STUDS)
- 5 EXISTING LIGHT FIXTURE TO REMAIN - FIELD VERIFY EXACT LOCATIONS, QUANTITIES AND ROSES TO AVOID CONFLICT WITH NEW UTILITIES
- 6 UNSTRUTS FOR LIGHT FIXTURE SUPPORT

RCP LIGHTING LEGEND

SYMBOL	DESCRIPTION / SPEC	UNIT OF FIXTURE HEIGHT A.F.F. / LOCATION	QTY.
⊙ A	6" RECESSED CAN LIGHTING - PER ELEC DWGS	PER RCP	7
▬ B	LED STRIP LIGHTING - PER ELECTRICAL DWGS	BASE OF COUNTERTOP	
□ C	2X2 LAY-IN LED LIGHT FIXTURE	PER RCP	11
⚡ D	TRACK LIGHTING, CYLINDER TRACK LIGHTING PENDANT HEAD LED - PER ELECTRICAL DWGS	FOR STAGE LIGHTING	
⊙ E	DECORATIVE PENDANT - PER ELECTRICAL DWGS		
⊗	EXISTING EXIT SIGNS TO REMAIN		
-X-X-	CEILING HEIGHT, O.T.S. = OPEN TO STRUCTURE		

RCP GENERAL NOTES

- 1 SEE SHEET A4.2 FOR CEILING DETAILS
- 2 CEILING/RAFTER HUNG LIGHT FIXTURES ON MOUNTING CABLES SHALL NOT EXCEED 10'-0" IN LENGTH, OTHERWISE BEISAC PROCEEDING REQUIRED FOR BEISAC SWAY
- 3 ALL EXISTING UTILITIES, DUCTS, ETC., MUST BE FIELD VERIFIED PRIOR TO INSTALLATION OF ANY NEW UTILITY COMPONENTS



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858.326.4556

PUBLIC SQUARE
127E 8TH STREET
NATIONAL CITY, CA 91960

DATE	REVISIONS
4/7/21	
9/20/21	
3/16/22	

DESCRIPTION	DATE	BY	APP'D
P1 SUBMITTAL	4/7/21		
P2 SUBMITTAL	9/20/21		
P3 SUBMITTAL	3/16/22		

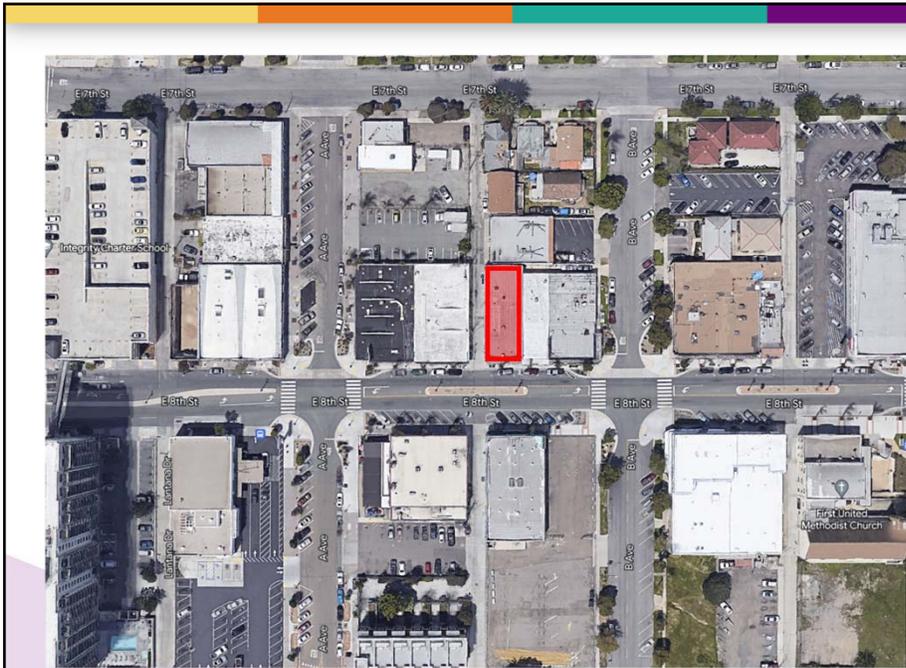
Bid Issue Date: TBD
 Date: 3/16/22
 Scale: AS NOTED
 Project No.:
 Sheet Title:
 FLOOR PLAN & RCP

Sheet No.:
A1.0



Public Hearing

CONDITIONAL USE PERMIT FOR ON-SITE BEER AND WINE SALES AND LIVE ENTERTAINMENT AT A NEW COFFEE SHOP (PUBLIC SQUARE COFFEE HOUSE) LOCATED AT 127 E. 8TH STREET



Overview



Site Photo



Site Characteristics

- Downtown Specific Plan
 - Development Zone 9
- 3,718 ft² building
 - 1,743 ft² coffee shop
 - 1,286 ft² coffee roasting training
- Area mostly commercial in nature
 - Parco mixed-use development across 8th St., single-family to N
- Other commercial uses with live entertainment and alcohol sales
 - Market on 8th, McDinis, and Grill House at Big Ben

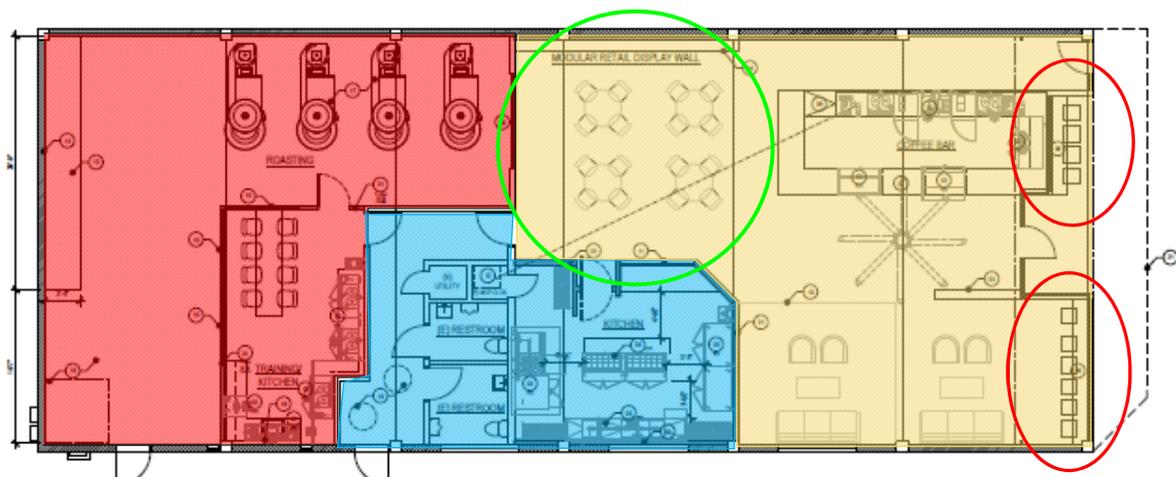


Proposed Use

- ABC Type 41 (On-sale Beer and Wine)
- Alcohol sales accessory to the coffee shop
- Hours of operation are from 6:00 a.m. to 1:00 a.m. Daily
- Alcohol sales hours proposed to be the same
- Live entertainment bands, DJ, and karaoke
 - Indoors only
- Maximum occupancy of 92
 - Includes staff, customers, and entertainers



Floor Plan



Analysis

- Request consistent with Code requirements (Alcohol):
 - Mailing – 660 feet owners/occupants (576)
 - Community Meeting – Held on March 14, 2023 (no attendees)
 - Distance from schools – business not subject to requirements (restaurant)
 - Nearest Institutional-zoned school is Central Elementary (¼ mile away)
- Census Tract 118.01 not over concentrated
 - 3 on-sale licenses where 4 recommended by ABC
- Police Department Comments:
 - Risk Assessment
 - 14 points (medium risk)



Analysis (cont.)

- I.P.S. Comments
 - RBSS training
 - Alcoholic beverages must be sold with food
 - Close by midnight
 - Define clear guidelines for where alcoholic beverages may be consumed
- Hours of Operation:
 - Proposed hours of operation – 6:00 a.m. to 1:00 a.m.
 - Conditions of Approval
 - Most recent CUPs for on-site alcohol sales have varying hours of operation



Analysis (cont.)

- Hours of Operation: Live Entertainment
 - Proposed hours exceed recent CUP approvals
 - Market on 8th:
 - Sunday – 12:00 p.m. to 10:00 p.m.
 - Monday through Thursday – 3:00 p.m. to 10:00 p.m.
 - Friday – 3:00 p.m. to 11:30 p.m.
 - Grill House at Big Ben:
 - Sunday – 12:00 p.m. to 9:00 p.m.
 - Monday through Saturday – 12:00 p.m. to 9:00 p.m.
- Poses potential noise issue for nearby residential uses
- Staff suggest reduced hours, both in duration and days
 - 12:00 p.m. to 10:00 p.m. Sunday to Thursday
 - 12:00 p.m. to 11:30 p.m. Friday and Saturday



Conditions

- Standard Conditions of Approval to on-site alcohol sales (per Council Policy 707)
- Hours of operation, RBSS training
- Alcohol only available in conjunction with the purchase of food
- No off-site sales
- Live entertainment incidental to the coffee shop (no advertised events)
- Compliance with Title 12 (Noise) of the NCMC
- Windows and doors to remain closed after 9:00 p.m.
- Shall not exceed occupancy load



Summary

- Consistent with General Plan
- Conditionally-allowed use in Development Zone 9 of the Downtown Specific Plan
- Alcohol sales would be accessory to the coffee shop in established commercial area
- Live entertainment would be accessory to the other coffee shop
- Conditions requiring compliance with noise standards and operating hours to reduce the impacts on the area
- Census tract 118.01 not over concentrated
- Police Department rise assessment as low risk
- Beer and wine will only be available with the sale of food
- Notice of Exemption of CEQA

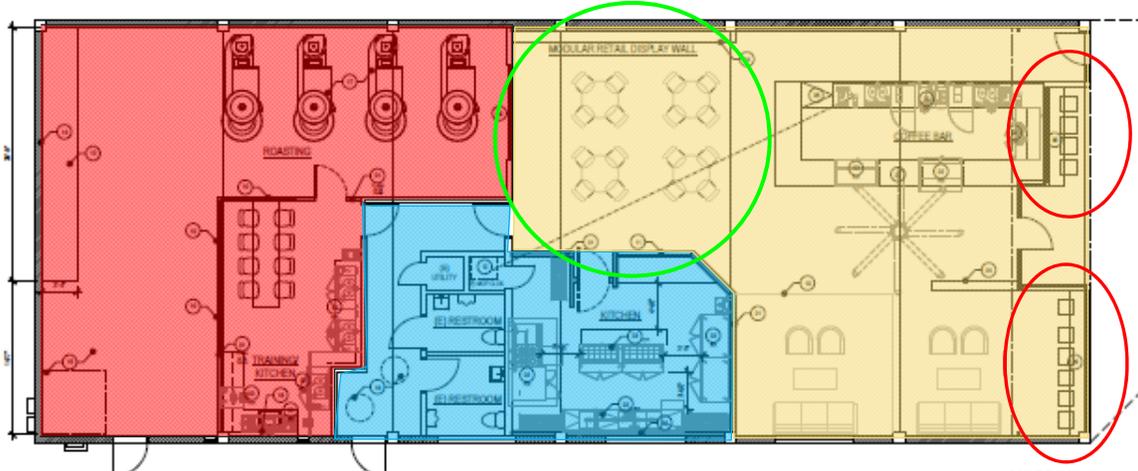


Options

- FIND PROJECT EXEMPT FROM CEQA & APPROVE CUP BASED ON FINDINGS LISTED IN THE DRAFT RESOLUTION / FINDINGS DETERMINED BY THE COMMISSION; OR
- FIND PROJECT NOT EXEMPT FROM CEQA AND/OR DENY CUP BASED ON FINDINGS DETERMINED BY THE COMMISSION; OR
- CONTINUE THE ITEM FOR ADDITIONAL INFORMATION
- STAFF RECOMMENDING APPROVAL
- NOTICE OF DECISION TO CITY COUNCIL



Floor Plan



RESOLUTION NO. 2023-08

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE
PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 1 OF THE CEQA
GUIDELINES SECTION 15301 (EXISTING FACILITIES) AND
APPROVING A CONDITIONAL USE PERMIT
FOR BEER AND WINE SALES AND LIVE ENTERTAINMENT AT A NEW COFFEE
SHOP (PUBLIC SQUARE COFFEE HOUSE)
LOCATED AT 127 EAST 8TH STREET
CASE FILE NO. 2023-01 CUP
APN: 556-332-22

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for on-site beer and wine sales and live entertainment at a new coffee shop (Public Square Coffee House) located at 127 East 8th Street. At a duly advertised public hearing held on April 17, 2023, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2023-01 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on April 17, 2023, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code. Because Alcohol sales and live entertainment are allowable within Development Zone 9 of the Downtown Specific Plan, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. It is incidental to the proposed café use in a commercial area.
2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales and live

entertainment, subject to a CUP, which is consistent with the General Plan. In addition, a coffee shop with alcohol sales is consistent with Development Zone 9 of the Downtown Specific Plan land use designation contained in the Land Use Code and Community Character element of the General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion of the building is proposed. The proposal involves an existing commercial space, which was previously analyzed for traffic impacts when it was constructed.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed uses would be incidental to the primary use of food and coffee sales. The building is existing and has access to several street parking spaces on E. 8th Street. Live entertainment would occur within the existing building.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. Live performances will also be limited to acceptable hours and to levels of noise that will not disturb surrounding residential uses.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 1, Section 15301 (Existing Facilities) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed within an existing commercial building with only minor alterations to the exterior and interior of the building permitted by an approved building permit, and the use is similar to other commercial uses in the area, which are permitted in Development Zone 9 of the Downtown Specific Plan.
7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the coffee shop, a permitted use in Development Zone 9 of the Downtown Specific Plan, will benefit from the sale of alcohol. By providing for a

wider diversity of businesses that add charm to the downtown core. Live entertainment will also improve the experience for café patrons and provide local performers an opportunity to show off their talents.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community looking for a quality café experience.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption and live entertainment at a new coffee shop (Public Square Coffee House) located at 127 East 8th Street. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2023-01 CUP, dated 3/13/2023.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.

5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.

Planning

7. No alcohol sales and consumption practices shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
8. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
9. The sale of alcoholic beverages shall only be permitted between the hours of 6:00 a.m. and 1:00 a.m. daily.
10. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
11. Alcohol shall be available only in conjunction with the purchase of food.
12. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
13. Permittee shall post signs at all exits to outdoor areas, indicating that alcoholic beverages must be consumed inside the restaurant or patio area and may not be taken off-premises.
14. Live entertainment **inside** the building shall be permitted during the following hours:
Sunday to Thursday 12:00 p.m. to 10:00 p.m.
Friday and Saturday 12:00 p.m. to 11:30 p.m.

15. Live entertainment shall be conducted as an accessory use to the café for the enjoyment of its customers. No advertisement promoting a particular performer or event shall be distributed outside the café.
16. All entry and exit doors, including windows, shall remain closed after 9:00 p.m. during inside live entertainment activities.
17. To stop vandalism on the wall that faces the alley. The building's exterior, particularly the alley wall, shall be coated with a graffiti-resistant coating up to a height of six feet.
18. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
19. The occupancy of the building, inclusive of patrons, staff, and entertainers, shall not exceed the occupancy load determined by the Building Division. The Building Division shall be made aware of any modifications to the floor area of the bar including the addition of permanent staging or seating to determine if the occupancy needs to be updated.
20. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

21. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

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:

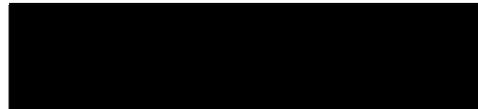
This certifies that the Resolution was adopted by the Planning Commission at their meeting of April 17, 2023, by the following vote:

AYES: Natividad, Miller, Sendt, Sanchez, Valenzuela

NAYS: Castle

ABSENT: N/A

ABSTAIN: N/A



CHAIRPERSON



AGENDA REPORT

Department: Community Development
Prepared by: David Welch, Associate Planner
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Notice of Decision – Planning Commission approval - Conditional Use Permit for a drive-through lane within a proposed commercial development to be located at 2305 Sweetwater Road.

RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed (Case File No. 2022-12 CUP) (Community Development – Planning).

BOARD/COMMISSION PRIOR ACTION:

The Planning Commission recommended approval of the Conditional Use Permit by unanimous vote.

Ayes: Natividad, Castle, Miller, Sendt, Sanchez, Valenzuela **Nays:** N/A **Absent:** N/A

EXPLANATION:

The applicant is requesting a Conditional Use Permit for a drive-through lane within a proposed 5,500 square-foot commercial center.

The Planning Commission conducted a public hearing on April 17, 2023, and voted to recommend approval of the request based on the attached findings and recommended Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

An application fee of \$3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

This is a project under CEQA subject to a Categorical Exemption. In-fill Development Projects CCR 15332. This project qualifies for a Notice of Exemption. CCR 15374.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

EXHIBITS:

- Exhibit A - Overhead
- Exhibit B - 2022-12 CUP Staff Report
- Exhibit C - Exhibit A to the PC Report – Plans
- Exhibit D - PowerPoint Slides from PC meeting
- Exhibit E - PC Resolution 2023-07

2022-12 CUP – 2305 Sweetwater Rd. – Overhead



EXHIBIT 'A'



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

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH LANE WITHIN A PROPOSED COMMERCIAL DEVELOPMENT TO BE LOCATED AT 2305 SWEETWATER ROAD.

Case File No.: 2022-12 CUP

Location: 3320-3336 Orange Street and 2305 Sweetwater Road

Assessor's Parcel Nos.: 563-252-12, 563-252-13, 563-252-14, 563-252-23, & 563-252-28

Staff report by: David Welch, Associate Planner

Approved by: Armando Vergara, Community Development Director

Applicant: Muraoka Enterprises, Inc.

Zoning designation: MXD-2 – Major Mixed-Use District

Adjacent land use/zoning:

North: Single-family residential / County of San Diego

East: 7-Eleven & Super 8 Motel / MXD-2 (Major Mixed-Use District)

South: Freeway interchange and Park & Ride / OS (Open Space)

West: Interstate 805 / OS

Environmental review: The proposed project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and staff is recommending that the project be determined categorically exempt from environmental review pursuant to Class 32, Section 15332 (In-fill Development Projects) for which a Notice of Exemption will be filed subsequent to the approval of this Conditional Use Permit.

Staff recommendation: Approve

Staff Recommendation

Staff is recommending approval of the Conditional Use Permit (CUP) request for a drive-through lane within a proposed commercial development, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA.

Executive Summary

The applicant is proposing to construct a 5,500 square-foot commercial center with a drive-through business. A commercial coffee business is intended to be the business utilizing the drive-through. However, the specific business has not been identified and this request could support a coffee shop or another type of fast food restaurant. A CUP is required for a drive-through business. Previously, the applicant applied for, and was granted approval, a CUP for a drive-through at the same location. However, the previous approval expired. A public hearing for this item was originally scheduled for the regular Planning Commission meeting on April 3, 2023. The meeting was adjourned due to a lack of quorum and no action was taken. New public notices were sent after the meeting.

Site Characteristics

The project site is comprised of five separate parcels located at 3320, 3330, and 3336 Orange Street, along with 2311 and 2305 Sweetwater Road. The parcels are contiguous to one another and form the end of the block fronting on Sweetwater Road between Olive Street and Orange Street. The Sweetwater Road parcels were annexed into the City in 2020 as part of the previous application.

The properties are zoned Major Mixed-Use District (MXD-2) and have a Major Mixed Use General Plan designation. The whole project area is approximately 34,000 square feet in size, or roughly 0.8 acres, and is undeveloped with the exception of 2305 Sweetwater Road, which is developed with a single-family residence. The site, including the annexed properties, was rezoned in 2020 from RS-2 to allow was for commercial or mixed-use development.

Proposal

The applicant proposes to construct a 5,500 square-foot retail commercial building with a drive-through lane serving one of the suites in the building. The lane is proposed for a coffee shop or other fast food establishment.

Analysis

General Plan

A coffee shop or other type of restaurant is a commercial use, which is consistent with the mixed-use land use designation established for this area of the City, and is permitted by right. However, some drive-through restaurants may be considered a “fast food” restaurant. A fast food eating place is defined as follows:

"Fast food eating place" means any retail food establishment that primarily provides short order food services for on-site dining or take-out service, where such food and beverage is served on paper, plastic, or other disposable containers, and including drive in and drive-through restaurants where ready-to-eat foods are served primarily to be consumed off the premises. This definition includes all self-service restaurants, except cafeterias, sit-down pizza parlors, and donut shops.

There are two General Plan policies that reference fast food restaurants:

Policy HEJ-4.2: Encourage the development of healthy food establishments in areas with a high concentration of fast food establishments, convenience stores, and liquor stores.

Policy HEJ-5.4: Discourage unhealthy fast food outlets from locating near schools.

This section of Sweetwater Road has two businesses that could be considered either a fast food establishment (664 TJ Birrieria) or convenience store (7-Eleven) as mentioned in Policy HEJ-4.2. There are no schools within the vicinity of the proposed development. The applicant’s intent is to pursue a coffee shop tenant, which would be consistent with these policies.

Land Use Code

A coffee shop or restaurant is generally a permitted use within the MXD-2 zone. However, businesses with a drive-through require the issuance of a CUP. In addition, Chapter 18.41 – Site Planning Standards – has specific design requirements for drive-through businesses, including:

- Minimum queuing distances (established by CUP).
- Minimum 25-foot interior turning radius for drive-through aisles.

- Location of drive-through window and landscaping requirements.

As part of traffic analysis conducted by the applicant team, a queuing study was performed for three Starbucks locations in the City of El Cajon. The maximum queuing from the study was 10 vehicles. The driveway, as proposed, can accommodate approximately 11 vehicles. The design of the drive-through entrance is such that vehicles may only enter westbound from within the parking lot (via the eastern driveway, which is approximately 250 feet from Orange Street). Therefore, there would be room on site to accommodate vehicle queuing, which would ensure no impact to adjacent City streets. This routing design is required as a condition of approval.

The Land Use Code (LUC) states that a drive-through window may not be located between the right-of-way and the building without a minimum 10-foot wide landscape buffer. The buffer shall have a minimum three-foot high hedge with trees spaced at least every 20 feet. The site plan for the project is consistent with these requirements and is conditioned to be included with plans submitted for construction. The turning radius is within the parameters stated in the Code.

Design requirements for projects of this type in the MXD-2 zone are fairly limited, with emphasis placed on architectural variation (avoiding long blank walls and providing fenestration). All setbacks are met and the height of the development is well under the maximum allowed in the MXD-2 zone (65 feet). Because the project focus is on the drive-through design, architectural plans have not yet been provided. However, conditions include compliance with all necessary Code requirements, including architectural design, site development, and landscaping. The development, without a drive-through aisle, would be allowed by right.

Section 18.30.360 of the LUC has additional requirements for fast food eating places. However, the distance requirements do not apply in the MXD-2 zone.

Traffic

As currently developed, the property only generates 10-12 Average Daily Trips (ADT). With a maximum yield of six single-family residences plus ADUs, this number could be expected to reach approximately 130 ADT.

A traffic impact analysis was previously conducted for this site in 2018 for the approved CUP that expired, which included the projected trip generation of approximately 960 ADT.

An updated traffic analysis was provided as part of the new application, along with an analysis of Vehicle Miles Traveled (VMT) consistent with state law. The analysis is summarized as follows:

*Per the applied substantial traffic effect thresholds and the analysis methodology presented in this report, the addition of project related traffic to the street system **would not result in the need for improvements at this time** at the study area intersections and street segments. The queue at the proposed project provides storage for 11 vehicles is expected to be exceeded at times. When it is exceeded, the 12th and 13th vehicles should be queued to the east within the parking lot and not to the west towards Sweetwater Road. The project should be conditioned to ensure the extra queue positions are oriented to the east.*

Noise

Noise issues related to drive-through businesses are usually related to vehicle queuing and ordering windows/speakers. Noise is not likely to be an issue given that the area is located close to Interstate 805 and State Route 54 and the ambient noise level is high. However, recent approvals for drive-through businesses have required noise-attenuating speakers at the ordering window. This type of speaker automatically adjusts its volume to compensate for ambient noise (streets, vehicles, etc.). Therefore, the volume is lower during quieter periods, such as at night. There is a condition requiring the noise-attenuating speakers.

Mailing

All property owners and occupants within 300 feet are required to be notified of a public hearing for a CUP application. Notice of this public hearing was sent to 73 occupants and owners.

Department Comments

Comments were provided by the Building Division and the Engineering and Fire Departments related to standard requirements for new developments. The Engineering Department also requested and provided review of the traffic impact analysis for the proposed use. All comments have been incorporated as conditions of approval for the CUP.

Public Comment

No public comments were received as of the writing of this staff report.

Findings

The findings in the attached draft resolution are based on the following:

1. Allowable Use – The proposed use is allowable within the MXD-2 zone pursuant to a CUP and the proposed development meets the required guidelines in the Land Use Code for drive-through businesses, as discussed above.
2. General Plan Consistency – The Land Use Code conditionally allows drive-through businesses in the MXD-2 zone; the Land Use Code is consistent with the General Plan. Additionally, there are no Specific Plans affecting this location.
3. Compatibility, LUC and Traffic – The property will be completely redeveloped and will provide enough parking spaces based on provisions outlined in the Land Use Code. In addition, the proposed drive-through aisle, subject to the conditions of approval, meets all requirements for such uses outlined in the Land Use Code, as discussed above.
4. Suitability – A traffic impact analysis was conducted for the proposed use. The project is expected to generate approximately 960 new daily trips, which can be accommodated by the existing road network.
5. No Nuisance – Noise issues related to drive-through businesses are usually related to vehicle queuing and ordering windows/speakers. Noise is not likely to be an issue given that the area is close to both arterial streets and a freeway. Recent approvals for drive-through businesses have required noise-attenuating speakers at the ordering board. This type of speaker automatically adjusts its volume to compensate for ambient noise (streets, vehicles, etc.). Therefore, the volume is lower during quieter periods, such as at night. There is a condition requiring the noise-attenuating speakers.
6. California Environmental Quality Act (CEQA) – The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA). Staff is recommending that the Planning Commission determine that the proposed project is categorically exempt from environmental review pursuant to Class 32 of the CEQA Guidelines Section 15332 (In-fill Development Projects), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. Class 32 consists of projects characterized as in-fill development that are

consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; occurs within city limits on a project site no more than five acres substantially surrounded by urban uses; that the project site has no value as habitat for endangered, rare or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. The proposed use is consistent with this description and there is no potential for the project to cause either a direct or a reasonably foreseeable indirect physical change in the environment.

Conditions of Approval

Standard Conditions of Approval for CUPs have been included in the staff report, as well as those addressing agency comments as discussed above. Standard Building Division, and Engineering and Fire department conditions are likewise included. Planning Division conditions are related to building permit requirements, site design, and architectural design. In addition, there is a condition requiring that the individual properties be merged or restricted through covenant to be held as one for the life of the project.

Summary

The proposed project is consistent with the General Plan and LUC in that it meets all applicable design requirements for drive-through businesses. The subject property is mostly vacant and prime for redevelopment. Staff is recommending approval of the requested CUP.

Options

1. Find the project exempt from CEQA under Class 32 of the CEQA Guidelines Section 15332 or other exemption and approve 2022-12 CUP subject to the conditions included in the Resolution, and based on the findings included in the Resolution or other findings as determined by the Planning Commission; or
2. Find the project not exempt from CEQA and/or deny 2022-12 CUP based on findings as determined by the Planning Commission; or,
3. Continue the item for additional information.

Attachments

1. Resolution
2. Overhead
3. Public Hearing Notice (Sent to 73 property owners and occupants)
4. Notice of Exemption
5. Applicant's Plans (Exhibit A, Case File No. 2022-12 CUP, dated 4/6/2022)



NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH LANE
WITHIN A PROPOSED RETAIL COMMERCIAL DEVELOPMENT
TO BE LOCATED AT 2305 SWEETWATER ROAD.

CASE FILE NO.: 2022-12 CUP

APNS: 563-252-12, 563-252-13, 563-252-14, 563-252-23, and 563-252-28

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, April 17, 2023**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Muraoka Enterprises Inc.)

The applicant proposes to construct a 5,500 square-foot retail commercial building with a drive-through lane serving one of the suites in the building. The lane is proposed for a coffee shop or other fast food establishment. The Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 32, Section 15332 (Infill Development).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 4:00 p.m., **April 17, 2023** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.



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: 2022-12 CUP

Project Location: 2305 Sweetwater Road, National City, CA 91950

Lead Agency: City of National City

Contact Person: David Welch

Telephone Number: (619) 336-4224

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for a new drive-through lane in a proposed commercial development.

Applicant:

Muraoka Enterprises, Inc.
1425 2nd Avenue
Chula Vista, CA 91911

Telephone Number:

(619) 851-7737

Exempt Status:

Categorical Exemption - Class 32 Section 15332 In-fill Development Projects

Reasons why project is exempt:

The proposed 5,500 square-foot commercial development with a drive-through lane will be constructed on a 34,000 square-foot property that is mostly vacant with one existing single-family residence. The proposal is consistent with applicable General Plan policies the Conditions of approval require compliance with applicable development standard in the Land Use Code. The site is partially developed and can be adequately served by required utilities and public service. The project location is surrounded by Caltrans rights-of-way and properties developed with urban uses.

A traffic analysis was conducted for the proposed development and drive-through, which found that the proposed drive-through lane is sufficient for queuing and there would be less

than significant delay on surrounding streets and intersections as a result of the project. The project will not create any significant effects on air or water quality. The project is required to follow Best Management Practices for storm water management. A conditional of approval also requires sound-attenuating speakers to ensure operations meet applicable noise standards.

Based on the above, it has been determined that there is no chance the project will have a substantial environmental impact.

Date: 5/2023

DAVID WELCH, Associate Planner

EXHIBIT A, CASE FILE NO. 2022-12 CUP, DATED 4/6/2022

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◆ michael kinoshita associates, inc. ◆
 7510 CLAIREMONT MESA BLVD., SUITE 207 - SAN DIEGO - CALIFORNIA - 92111 - PHONE: 858/268-8176 - FAX: 858/724-1556

PROPOSED CUP FOR DRIVE-THRU FOR:
 MURAKA INTERPRISES, INC.
 2305 SWEETWATER ROAD
 NATIONAL CITY, CA 91950

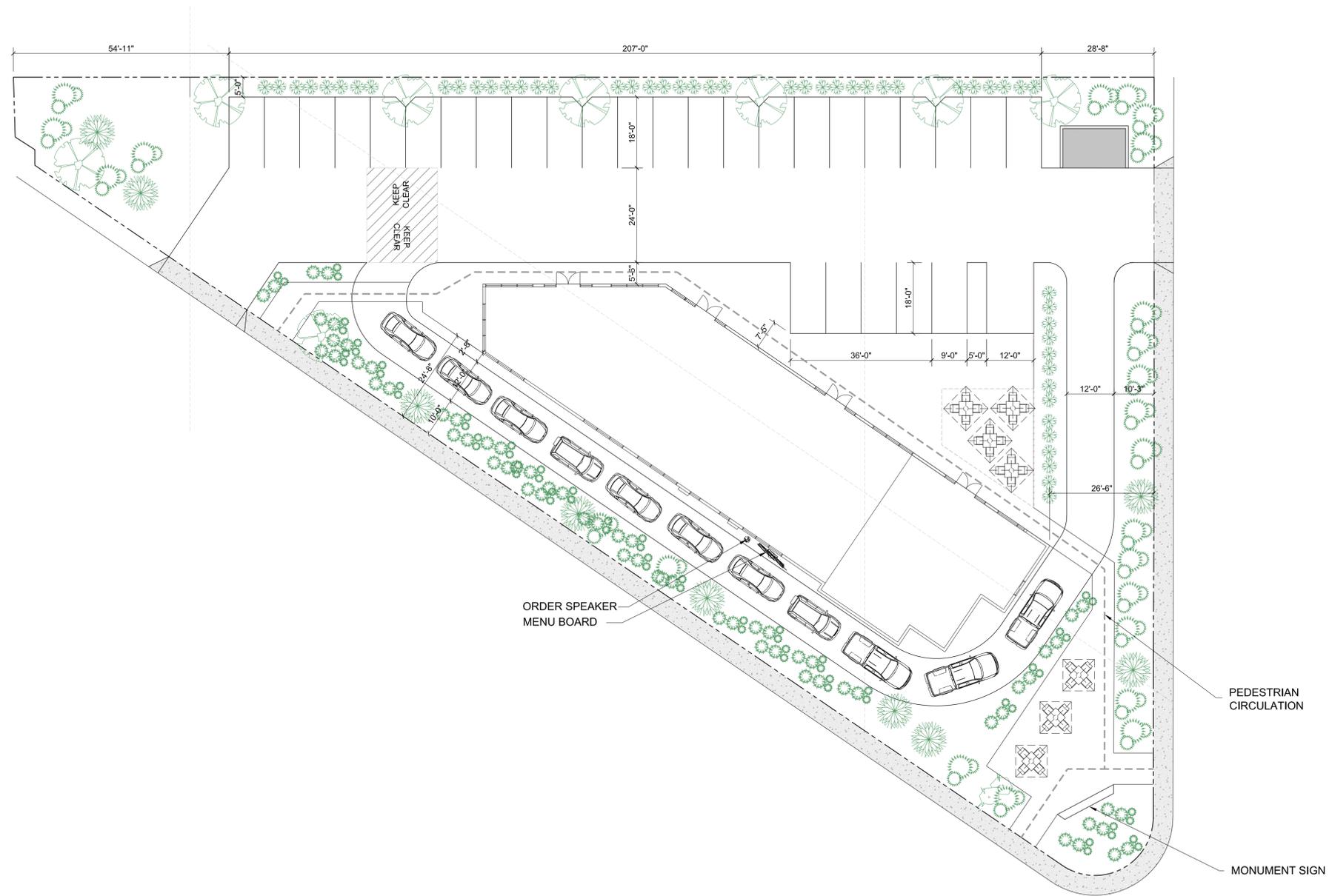
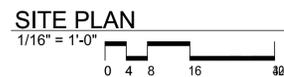


EXHIBIT 'C'



STAMP
SUBMITTAL PHASE
DRAWING TITLE SITE PLAN
PLANS DATE 3/5/2022
REVISIONS
SHEET NUMBER A0.1

Public Hearing

CONDITIONAL USE PERMIT FOR A
DRIVE-THROUGH LANE AT A
COMMERCIAL DEVELOPMENT TO BE
LOCATED AT 2305 SWEETWATER RD.



Site Characteristics

- 3320-3336 ORANGE ST AND 2305 SWEETWATER RD
 - MXD-2 (Major Mixed-Use District)
 - 0.8-acre site of contiguous parcels
 - Orange St addresses are vacant
 - Existing single-family home at 2305 Sweetwater Rd
 - Annexation, General Plan Amendment, and Zone Change completed in 2019-2020
 - Site was approved for a CUP for a drive-through in 2019, which expired after 12 months
 - Area a mix of freeway interchanges, residential, and commercial
 - Single-family residential to the north
 - 7-Eleven and Super 8 Motel to the east
 - I-805 and SH-54 to the south and west



EXHIBIT 'D'

Overhead



Site Photos



Site Photos



Site Photos



Site Photos

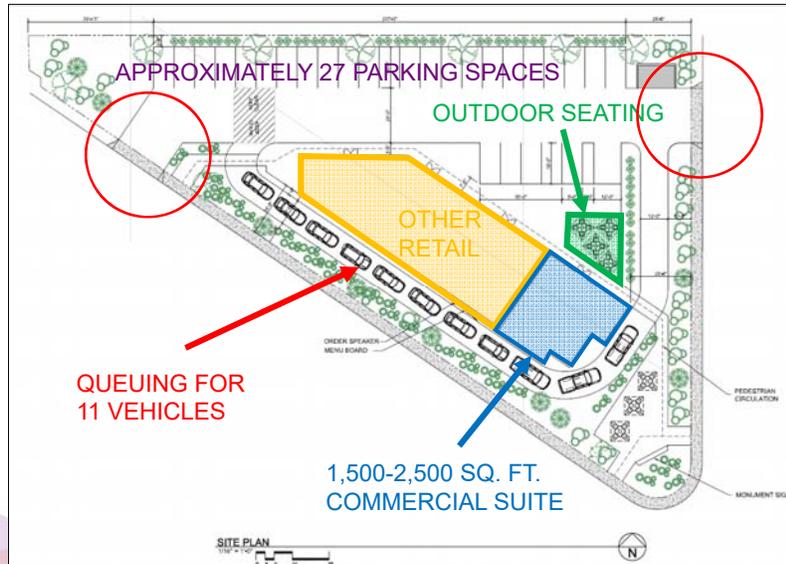


Proposal

- 5,500 FT² RETAIL COMMERCIAL BUILDING WITH DRIVE-THROUGH LANE
 - Drive-through lane would serve an approximately 1,500 to 2,500 sq. ft. commercial suite
 - Applicant is pursuing a commercial coffee business as a tenant



Site Plan



Analysis

- PROPOSAL CONSISTENT WITH GENERAL PLAN
 - Policies related to fast food
 - HEJ-4.2: Encourage the development of healthy food establishments in areas with a high concentration of fast food establishments, convenience stores, and liquor stores.
 - HEJ-5.4: Discourage unhealthy fast food outlets from locating near schools.
 - Applicant's intent is a coffee shop tenant, which would be consistent
- PROPOSAL CONSISTENT WITH LUC
 - A coffee shop with a drive-through is a conditionally-allowed use in MXD-2 zone
 - Chapter 18.41 – Site Planning Standards – has specific requirements for drive-through businesses
 - Minimum queuing distances, interior turning radius, location of drive-through window and landscaping requirements



Analysis (cont.)

- LUC (CONT.)
 - Minimum queuing distance
 - Traffic analysis used 3 Starbucks locations - maximum observed queuing was 10 vehicles.
 - Proposed drive-through has space for 11 vehicles
 - Minimum interior turning radius of 25 ft
 - Adequately shown on the site plan
 - Drive-through window location
 - Code requires a minimum 10-ft landscape buffer with trees and minimum three-foot high hedges.
 - Site plan has adequate space to provide this



Analysis (cont.)

- LUC (CONT.)
 - Design requirements
 - Limited requirements for project of this type in the MXD-2 zone
 - Request is for the drive-through lane and the architecture of the proposed building is conceptual in nature.
 - Conditions related to design, site development, and landscaping
 - Project would be allowed by right without the drive-through



Analysis (cont.)

- TRAFFIC
 - Project expected to generate approximately 960 average daily trips
 - Prior traffic impact analysis was conducted in 2018
 - Study was updated to include Vehicle Miles Traveled (VMT) analysis
 - Project-related traffic would not result in need for any street system improvements
- NOISE
 - Typical concern for drive-through businesses
 - Condition requiring noise-attenuating speakers for the ordering window



California Environmental Quality Act (CEQA)

- DETERMINE TO BE CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO CLASS 32, SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS)
 - Notice of exemption will be filed subsequent to an approval



Conditions / Summary

- CONDITIONS OF APPROVAL
 - Building and Fire Code compliance
 - Design requirements and compliance with LUC
 - Noise-attenuating speakers
- PROPOSED USE CONSISTENT WITH GENERAL PLAN
 - Project is consistent with General Plan and LUC
 - Consistent applicable design requirements
 - Meets applicable Site Planning Standards

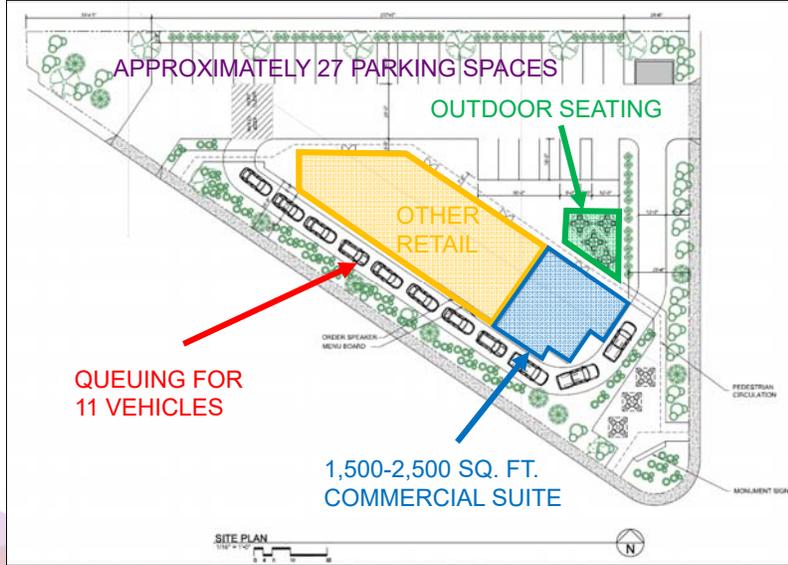


Options

- FIND PROJECT EXEMPT FROM CEQA & APPROVE CUP BASED ON FINDINGS LISTED IN THE DRAFT RESOLUTION / FINDINGS DETERMINED BY THE COMMISSION; OR
- FIND PROJECT NOT EXEMPT FROM CEQA AND/OR DENY CUP BASED ON FINDINGS DETERMINED BY THE COMMISSION; OR
- CONTINUE THE ITEM FOR ADDITIONAL INFORMATION
- STAFF RECOMMENDING APPROVAL
- NOTICE OF DECISION TO CITY COUNCIL



Site Plan



RESOLUTION NO. 2023-07

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA,
DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE
CEQA GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT) AND
APPROVING A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH LANE
WITHIN A PROPOSED COMMERCIAL DEVELOPMENT
TO BE LOCATED AT 2305 SWEETWATER ROAD.

CASE FILE NO. 2022-12 CUP

APNS: 563-252-12, 563-252-13, 563-252-14, 563-252-23, and 563-252-28

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a drive-through lane within a proposed commercial development to be located at 2305 Sweetwater Road at a duly advertised public hearing held on April 17, 2023, 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. 2022-12 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; 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 April 17, 2023, support the following findings, which are hereby made:

- ~~1. That the proposed use is allowable within the applicable zoning district pursuant to a CUP and complies with all other applicable provisions of the Land Use Code, because the proposed use is allowable within the MXD-2 zone pursuant to a CUP, and the proposed development meets the required guidelines in the Land Use Code for drive-through businesses.~~

EXHIBIT 'E'

2. That the proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code conditionally allows drive-through businesses in the MXD-2 zone; the Land Use Code is consistent with the General Plan. There are no Specific Plans affecting the subject location.
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the property will be completely redeveloped and will provide enough parking spaces based on the provisions outlined in the Land Use Code. In addition, the proposed drive-through aisle, subject to the conditions of approval, meets all requirements for such uses outlined in the Land Use Code.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because a traffic impact analysis was conducted for the proposed use finding that the project is expected to generate approximately 960 new daily trips, which can be accommodated by the existing road network.
5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because noise issues related to drive-through businesses, which are usually related to vehicle queuing and ordering windows and speakers, will be addressed with a condition of approval requiring noise-attenuating speakers.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act and has been determined to be categorically exempt from environmental review pursuant to Class 32 of the CEQA Guidelines, Section 15332 (In-fill Development Projects), for which a Notice of Exemption will be filed subsequent to approval of this CUP. Class 32 consists of projects characterized as in-fill development that is consistent with applicable general plan and zoning designations, proposed on an urban site no more than five acres, has a site with no value as habitat for endangered, rare or threatened species, would not result in any significant effects relating to traffic, noise, air quality or water quality, and is adequately served by utilities and public services. The proposed use is consistent with this description and there is no potential for the project to cause either a direct or a reasonably foreseeable indirect physical change in the environment

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is hereby approved subject to the following conditions:

General

1. This *Conditional Use Permit* authorizes a drive-through lane in conjunction with a new commercial development at 2305 Sweetwater Road. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2022-12 CUP, dated 4/6/2022.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or assign prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.

Building

7. Building plans and permits shall be required to meet current California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy and Fire Codes if submitted prior to the end of the City working calendar year. Building Division has no

other comments, if you have any questions regarding this matter please contact us at 619-336-4214.

Engineering

8. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
9. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at the link below *. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer. *<http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees>
10. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
11. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
12. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm

water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.

13. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6 inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
14. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
15. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
16. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced.
17. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
18. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
19. The developer shall bond for the public improvements and the on-site grading, drainage, landscaping, and other improvements through an agreement with the City prior to the beginning of construction.
20. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler

heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

21. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
22. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
23. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
24. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
25. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
26. The developer shall submit to the Fire Department a letter from Sweetwater Authority stating existing fire flow. If determined by the Fire Department that additional improvements are needed, the developer shall enter into an agreement for the water improvements with the Sweetwater Authority prior to obtaining the final map approval.
27. There are 4 large utility poles in the sidewalk on Sweetwater Road and one on Orange Avenue. The developer would need to provide a 5' sidewalk that is clear of utilities along their entire frontage.

Fire

28. Project shall be designed, installed, tested and approved to code.
29. The National City Fire Department utilizes all current codes and ordinances. Currently, we are using the 2019 editions of NFPA and the CFC.
30. Hood suppressions plans are required, and shall be submitted directly to the National City Fire Department through permit.
31. A permit for cooking oil storage for commercial kitchens will be required and directly submitted to the National City Fire Department.
32. Project shall be evaluated for the need of a fire sprinkler and fire alarm system

Planning

33. The five individual properties shall either be merged or restricted through covenant to be held as one for the life of the project. The merger or restrictive covenant shall be completed or in place prior to issuance of grading or building permits. If the developer elects to record a restrictive covenant, the document shall be approved as to form by the City Attorney and recorded with the San Diego County Recorder.
34. Access to the drive-through aisle shall only be westbound from Orange Street. No eastbound access from the westerly driveway on Sweetwater Road to the drive-through is permitted.
35. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process in compliance with Land Use Code Chapter 18.44 (Landscaping), including Section 18.44.190 related to water efficient landscape requirements. Installation and continued maintenance of minimum landscaping items required by Section 18.41.020(C)(3), including a minimum three-foot hedge and ornamental trees spaced 20 feet on center along the Sweetwater Road and Orange Street frontages, shall be provided. The landscaping and irrigation required by this approval shall be maintained for the life of the project.
36. Plans submitted for construction shall conform to minimum turning radius requirements for drive-through businesses unless the City Engineer approves a lesser radius.
37. Business operations shall comply with Municipal Code Title 12 (Noise) at all times. Plans submitted for construction shall reflect the use of sound-attenuating speakers that automatically reduce the volume of ordering speakers during periods of low ambient noise.
38. Plans submitted for construction shall conform to Land Use Code Section 18.46 (Outdoor Lighting) and 18.42.040 (Screening mechanical equipment and elevator housing).
39. Plans submitted for construction shall comply with the guidelines stated in Land Use Code Section 18.42.050 (Commercial and institutional building design standards).
40. The trash enclosure design shall be in compliance with Municipal Code Title 7, Section 7.10.080 (Enclosures required), including the use of flame retardant materials.
41. There are existing water facilities in the vicinity of, or within, the parcels affected by the project, including two monitoring stations, water meters, and service laterals. The applicant shall coordinate with Sweetwater Authority regarding the existing water facilities as part of the design review/building permit process.
42. The Owner must submit a letter to the Authority from the National City Fire Department stating fire flow requirements. Based on this requirement, this project may

result in the need for new water systems or substantial alteration to the existing water system.

43. An approved backflow prevention assembly is required for water services serving commercial developments. Water facilities shall be designed and installed in accordance with the current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities. Existing services in conflict with the project must be abandoned and/or relocated at the Owner's expense.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

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 April 17, 2023, by the following vote:

AYES: Natividad, Castle, Miller, Sendt, Sanchez, Valenzuela

NAYS: N/A

ABSENT: N/A

ABSTAIN: N/A



CHAIRPERSON



AGENDA REPORT

Department: Engineering
Prepared by: Roberto Yano, Director of Public Works/City Engineer
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Approval of Agreement with the Solana Center for Environmental Innovation for Senate Bill (SB) 1383 compliance support services.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to execute an agreement between the City of National City and the Solana Center for Environmental Innovation, a California non-profit corporation, for SB 1383 compliance support services."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In 2020, the Department of Resources Recycling and Recovery (CalRecycle) adopted regulations to implement the organic waste reduction and edible food recovery targets set forth in SB 1383 Regulations. These SB 1383 Regulations impose certain requirements on local jurisdictions pertaining to the implementation of organic waste recycling programs including, but not limited to, requirements to provide education and outreach and to establish an edible food recovery program for entities that must comply, namely commercial edible food generators. On April 27, 2022 CalRecycle Awarded the City of National City a grant in the amount of \$89,461 and subsequently on August 2, 2022 by Resolution No. 2022-121 the City of National City accepted the Grant for the City's Edible Food Recovery Program.

Regional Solid Waste Association (RSWA) is a joint powers authority comprised of the following six (6) regular members: the City of Del Mar, the City of Encinitas, the City of National City, the City of Poway, the City of Solana Beach, and the City of Vista. On October 1, 2020, the RSWA Board of Directors entered into an agreement (RSWA Agreement) with Solana Center for Environmental Innovation (Solana Center) to provide services to support compliance with the requirements of SB 1383. RSWA also executed the following amendments: Amendment No. 1 dated May 26, 2021, Amendment No. 2 dated December 15, 2021, Amendment No. 3 dated April 15, 2022 and Amendment No. 4 dated October 10, 2022. The RSWA Agreement provides unit prices for services for RSWA members that will apply to this agreement between the City and Solana Center.

Staff recommends entering into an agreement with Solana Center for a total commitment of \$89,461, which is the full amount of the grant that was awarded by CalRecycle for this purpose. This agreement will allow the City to define and customize the support services needed in order to develop National City's Food Recovery Program in Compliance with SB 1383.

FINANCIAL STATEMENT:

Contract Amount - \$89,461

Expenditure Account No. 172-416-225-399-9079

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378;
PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SOLANA CENTER FOR ENVIRONMENTAL INNOVATION**

THIS AGREEMENT is entered into on this 2nd day of May, 2023, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and SOLANA CENTER FOR ENVIRONMENTAL INNOVATION, a California nonprofit corporation (the “CONSULTANT”).

R E C I T A L S

WHEREAS, in 2020, CalRecycle adopted regulations to implement the organic waste reduction and edible food recovery targets set forth in Senate Bill 1383 (the “SB 1383 Regulations”). These SB 1383 Regulations impose certain requirements on local jurisdictions pertaining to the implementation of organic waste recycling programs, including, but not limited to, requirements to provide education and outreach and to establish an edible food recovery program.

WHEREAS, on April 27, 2022 the Department of Resources Recycling and Recovery (CalRecycle) awarded the City of National City a grant in the amount of \$89,461.

WHEREAS, on August 2, 2022 by Resolution No. 2022-121 the City of National City accepted the Grant from CalRecycle in the amount of \$89,461 for the City’s Edible Food Recovery Program.

WHEREAS, Regional Solid Waste Association (RSWA) is a joint powers authority comprised of the following six (6) regular members: the City of Del Mar, the City of Encinitas, the City of National City, the City of Poway, the City of Solana Beach, and the City of Vista.

WHEREAS, on October 1, 2020, the RSWA Board of Directors entered into an agreement (RSWA Agreement) with Solana Center for Environmental Innovation to provide services to support compliance with the requirements of SB 1383 and the following amendments: Amendment No. 1 dated May 26, 2021, Amendment No. 2 dated December 15, 2021, Amendment No. 3 dated April 15, 2022 and Amendment No. 4 dated October 10, 2022.

WHEREAS, the RSWA Agreement, current and as amended, provides unit prices for services that will apply to this agreement.

WHEREAS, the CITY desires to employ a CONSULTANT to provide SB 1383 Compliance Support Services for National City’s Food Recovery Program.

WHEREAS, the CITY has determined that the CONSULTANT is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide the SB 1383 Compliance Support Services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide SB 1383 compliance support services and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on May 2, 2023. The duration of this Agreement is for the period of May 2, 2023 through April 30, 2024. 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 Council.

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

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.** 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. Mallika Sen, Environmental Solutions Director, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$89,461.00. 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 condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S 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 30-day's written notice to the CONSULTANT. During said 30-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 & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Jessica Toth
Executive Director
Solana Center for Environmental Innovation
137 N. El Camino Real

Encinitas, CA 92024
Telephone: (760) 436-7986 Ext. 713
Email: jessica.toth@solanacenter.org

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.

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

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

CITY OF NATIONAL CITY

By: _____
Ronald Morrison, Mayor

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

SOLANA CENTER FOR ENVIRONMENTAL INNOVATION, a California nonprofit corporation
(Corporation – signatures of two corporate officers required)
(Partnership – signatures of two partners required)

By: _____
Jessica Toth
Executive Director

EXHIBIT"A"

NATIONAL CITY SB1383 PRICING - RSWA AGREEMENT WITH SOLANA CENTER FOR ENVIRONMENTAL INNOVATION

Task	Units	Cost per Unit
Task 1: Create & deliver webinars for generators		
<ul style="list-style-type: none"> - Webinars can be offered to individual cities; however, there are cost-saving opportunities for RSWA cities to jointly participate, especially given that workshops will be virtual, not geographically dispersed. - Where the given topic exists in our library already, the cost of new content development will not apply. - Solana Center will develop content, promote, and host interactive webinars to prepare commercial and residential constituents for curbside organics collection. Content of webinar will cover requirements and provide how-to examples for sorting and disposal. - The delivered format will be one-hour of content and discussion with interactive sharing platforms. - Webinars will be provided with written and audio content in English. Viewers of live and of recorded webinars can access Spanish closed captioning. - Participating cities will receive a social media toolkit to promote webinars through their own channels. - Recordings will be provided to participating cities and will be available to webinar registrants following the live presentation. 		
Task 1.1: Webinars	per webinar <i>(shared by all participating cities)</i>	\$2,000)
Task 1.2: Communication & tracking per city	per webinar <i>(for each city individually)</i>	\$250)
Task 1.3: New webinar content development, only if requested	per new topic <i>(shared by all participating cities)</i>	\$5,000)
Task 1.4: Spanish closed caption, only if requested	per webinar <i>(shared by all participating cities)</i>	\$1,000)
Task 2: Provide individual technical assistance to businesses		
<ul style="list-style-type: none"> - One-on-one technical assistance (TA) consultations will be offered in-person to food generators. Two types of TA are offered – abbreviated and extensive. - Abbreviated TA ensures that each business receives complete information about gaps in their compliance with resources to become compliant. This TA option provides generalized guidance to businesses to get them started but very limited handholding. - Extensive TA provides more in-depth guidance that is customized to ensure food recovery programs are established and solutions for disposal are installed. - Extensive TA consultations include a visual waste assessment, assistance setting up food donation, recommendations for improving organic waste diversion practices, and reporting. - Driving time and mileage will be charged separately as set forth in Task 5. 		
Task 2.1: In-person technical assistance (abbreviated TA for any size business)	per business	\$575)
Task 2.2: In-person Tier 1 technical assistance	per business	\$1,200)
Task 2.3: In-person Tier 2 technical assistance	per business	\$800)
Task 2.4: Communication, scheduling, & guidance with businesses	hourly	\$100)

Task 3: Inspect commercial generators & food recovery agencies		
<ul style="list-style-type: none"> - Solana Center will inspect commercial edible food generators and food recovery agencies in-person. - Communication, scheduling, and follow-up guidance with businesses and agencies will be charged on an hourly basis. - The number of inspections will vary by city, according to the number of entities and each city's preferences. - Driving time and mileage will be charged separately as set forth in Task 5. 		
Task 3.1: In-person inspections for Tier 1 commercial generators	per business	\$575)
Task 3.2: In-person inspections for Tier 2 commercial generators	per business	\$575)
Task 3.3: In-person inspections of food recovery agencies	per agency	\$575)
Task 3.4: Communication, scheduling, & guidance with businesses	hourly	\$100)
Task 4: Implementation assistance for cities, as needed		
This task may be used upon request by a city.		
Assist with SB 1383 implementation tasks: Examples may include website review, business compliance letter assistance, pre-work set-up for business site visits, EAR support, feedback from other meetings relevant to city (e.g., TAC), additional stakeholder engagement support, and rescue database update.	hourly	\$100)
Task 5: Hard costs		
Solana Center will charge each city directly for drive time and mileage expense incurred in conjunction with providing technical assistance and inspections.		
Task 5.1: Drive time (@ \$75/hour)	per trip	\$75)
Task 5.2: Mileage (@ \$0.655/mile or current Federal mileage rate)	per trip	\$0.655)
Task 6: Manage SB 1383 support services (RSWA)		
<ul style="list-style-type: none"> - This task includes communicating as needed with RSWA, city staff members, and other stakeholders as needed (up to 3 hours/city each month). - Additional one-on-one communication with individual cities, above the 3 hours allocated, will be billed to the city under Task 4, subject to written authorization from city. - Solana Center will provide quarterly updates at RSWA board meetings. - Separate monthly invoices and reports will be provided to each city and to RSWA. - Solana Center will seamlessly manage all aspects of the contracted work. - Cost includes time to monitor program progress, prepare relevant documentation, present findings, and manage schedules. - RSWA will cover the entire cost of this task on behalf of each participating city. 		
Task 6.1: Stakeholder engagement (RSWA contribution up to \$2,700)	hourly	\$100)
Task 6.2: Reporting & accounting (RSWA contribution up to \$3,150)	hourly	\$100)
Task 6.3: Overall RSWA Program Management	monthly	\$550)
Additional RSWA Contribution	for National City	\$7,900)

**tasks requested by the City not to exceed \$89,461*

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE SOLANA CENTER FOR ENVIRONMENTAL INNOVATION, A CALIFORNIA NON-PROFIT CORPORATION, FOR SB 1383 COMPLIANCE SUPPORT SERVICES.

WHEREAS, on 2020, the Department of Resources Recycling and Recovery (CalRecycle) adopted regulations to implement the organic waste reduction and edible food recovery targets set forth in Senate Bill 1383 (the “SB 1383 Regulations”). These SB 1383 Regulations impose certain requirements on local jurisdictions pertaining to the implementation of organic waste recycling programs, including, but not limited to, requirements to provide education and outreach and to establish an edible food recovery program; and

WHEREAS, on April 27, 2022 CalRecycle Awarded the City of National City a grant in the amount of \$89,461; and

WHEREAS, on August 2, 2022 by Resolution No. 2022-121 the City of National City accepted the Grant from CalRecycle in the amount of \$89,461 for the City’s Edible Food Recovery Program; and

WHEREAS, Regional Solid Waste Association (RSWA) is a joint powers authority comprised of the following six (6) regular members: the City of Del Mar, the City of Encinitas, the City of National City, the City of Poway, the City of Solana Beach, and the City of Vista; and

WHEREAS, on October 1, 2020, the RSWA Board of Directors entered into an agreement (RSWA Agreement) with Solana Center for Environmental Innovation to provide services to support compliance with the requirements of SB 1383, as well as executing the following amendments: Amendment No. 1 dated May 26, 2021, Amendment No. 2 dated December 15, 2021, Amendment No. 3 dated April 15, 2022 and Amendment No. 4 dated October 10, 2022; and

WHEREAS, the RSWA Agreement, current and as amended, provides unit prices for services that will apply to this agreement; and

WHEREAS, the CITY desires to employ a CONSULTANT to provide SB 1383 Compliance Support Services for National City’s Food Recovery Program; and

WHEREAS, the CITY has determined that the CONSULTANT is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide the SB 1383 Compliance Support Services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Mayor to execute an Agreement between the City of National City and the Solana Center for Environmental Innovation, a California non-profit corporation, for SB 1383 compliance support services.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 2nd day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering
Prepared by: Charles Nissley, Civil Engineering Technician
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Encroachment Permit and Agreement for 129 National City Boulevard

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing the Mayor to sign an Encroachment Permit and Agreement for the Temporary Installation of a Scaffolding within the City Reserved Right of Way at 129 National City Boulevard."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

129 NCB, LLC (Owner) is the owner of the property located at 129 National City Boulevard, in National City. The grading and building plans for the construction of 14 residential apartments on the site have been approved and construction is under way.

The project is almost complete, but the Owner is planning to stucco the exterior of the buildings. The buildings are constructed near the right of way line of National City Boulevard and the location of the scaffolding will encroach approximately two feet into the right of way. The Owner is requesting an Encroachment Permit Agreement for the temporary installation of the scaffolding into the City reserved right of way.

Staff recommends approving the execution of the Encroachment Permit and Agreement for the Temporary Installation of a Scaffolding within the City Reserved Right of Way at 129 National City Boulevard.

FINANCIAL STATEMENT:

Total Fees: \$690

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - 129 NCB Encroachment Description

Exhibit B - 129 NCB Map

Exhibit C - 129 NCB Encroachment Permit Agreement FINAL

Exhibit D - Resolution 129 NCB

EXHIBIT "A"

ENCROACHMENT DESCRIPTION

TEMPORARY PRIVATE ENCROACHMENT

THE ENCROACHMENT INCLUDES A TEMPORARY CONSTRUCTION FENCE AND TEMPORARY 3 STORY METAL SCAFFOLDING.

SITE ADDRESS

129 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950

APN

556-011-25-00

OWNER

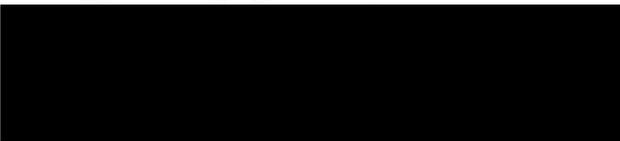
129 NCB, LLC
1303 YNEZ PL
CORONADO, CA 92118

An area 5.00 feet West of the Northerly 62.50 feet of Lots 1 and 2 of Walsh's Subdivision of a portion of the South half of the West half of the West half of 10-acre Lot 2 in the quarter section 155 of Rancho De La Nacion, in the City of National City, County of San Diego, State of California, according to the Map thereof No. 1279; filed in the Office of the County Recorder of San Diego County on August 10, 1910.

Excepting the South 5.00 feet and the North 16.50 feet thereof.

Legal description prepared by:

Kappa Surveying, Inc.



Allen R. A. Turner III, PLS
Registration expires December 31, 2024

3-9-2023

Date



EXHIBIT B

SITE ADDRESS

129 NATIONAL CITY BLVD
 NATIONAL CITY, CA 91950

APN

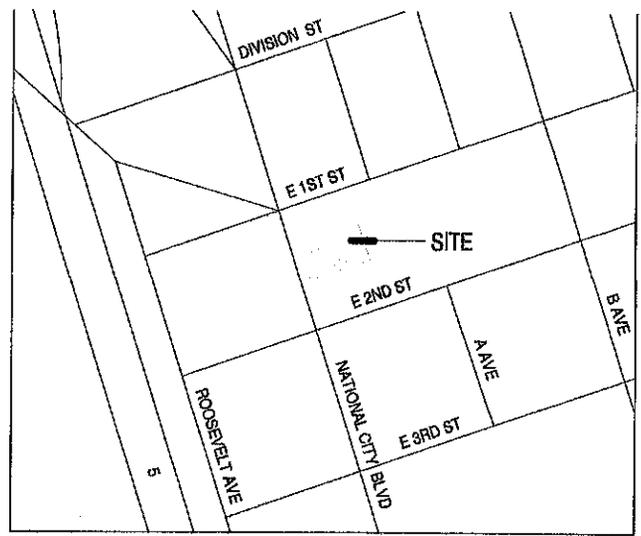
556-011-25-00

OWNER

129 NCB, LLC
 1303 YNEZ PL
 CORONADO, CA 92118

BREIF LEGAL DESCRIPTION

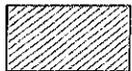
THE NORTHERY 62 1/2 FEET OF LOTS 1 AND 2 OF WALSH'S SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF 10-ACRE LOT 2 IN QUARTER SECTION 155 OF RANCHO DE LA NATION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREFOF NO. 1279, FILED IN THE OFFICE COUNTY RECORDED OF SAN DIEGO COUNTY OF SUGEST 10, 1910. EXPRESSLY EXEPTING FROM SAID LOT 1 ANY PORTION OF NATIONAL AVENUE ADJOINING SAID LOT 1.



VICINITY MAP (NTS)



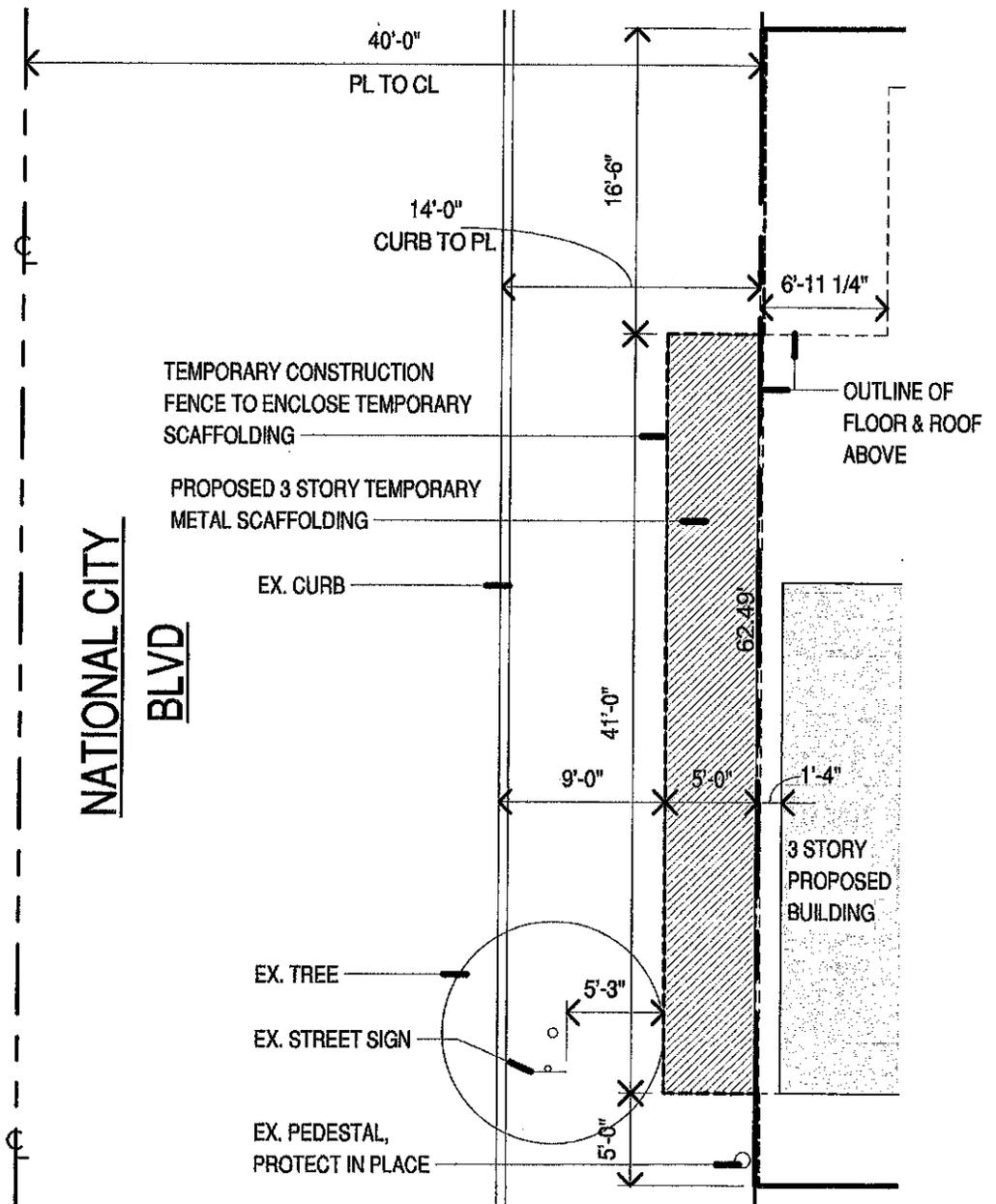
LEGEND



TEMPORARY METAL SCAFFOLDING

PROPERTY LINE

TEMPORARY CONSTRUCTION FENCE



ENCROACHMENT PERMIT AND AGREEMENT
(Commercial)

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

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

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

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

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

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

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

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

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

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

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

DATED:

CITY OF NATIONAL CITY

PERMITTEE:

Ron Morrison, Mayor

129 NCB, LLC

Entity/Company



Signature

Andrew Chance, Member

Name & Title

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

PERMITTEE/APPLICANT INFORMATION:

Andrew Chance

Person in Responsible Charge

619-962-5976

24/7 Phone Number

129 NCB, LLC

Firm Name

Mailing Address:

1303 Yuez Pl

Coronado, CA 92118

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

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 March 9, 2023 before me, C Torres,

A Notary Public personally appeared Andrew Ryan Chance

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)

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT PERMIT AND AGREEMENT FOR THE TEMPORARY INSTALLATION OF A SCAFFOLDING WITHIN THE CITY RESERVED RIGHT OF WAY AT 129 NATIONAL CITY BOULEVARD.

WHEREAS, 129 NCB, LLC (Owner) is the owner of the property located at 129 National City Boulevard, in National City and grading and building plans for the construction of 14 residential apartments on the site ("Project") have been approved and construction is under way; and

WHEREAS, the Project is almost complete but Owner is planning to stucco the exterior of the buildings, which are constructed near the right of way line of National City Boulevard and the location of the scaffolding will encroach approximately two feet into the right of way; and

WHEREAS, Owner is requesting an Encroachment Permit Agreement for the temporary installation of the scaffolding into the City reserved right of way.

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NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the execution of the Encroachment Permit and Agreement for the temporary installation of a scaffolding within the City reserved right of way at 129 National City Boulevard.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 2nd day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Warrant Register #37 for the period of 3/10/23 through 3/16/23 in the amount of \$565,066.05.

RECOMMENDATION:

Ratify Warrants Totaling \$565,066.05

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 3/10/23 - 3/16/23. Consistent with the Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Chen Ryan Assoc	362421	\$104,581.07	CIP 19-24 Bayshore Bikeway Segment / Eng
Southwest Signal Svc	362473	\$ 52,767.81	Lightning Services / PW
Public Ret Emp System	230316	\$292,153.93	Service Period 2/21/23 – 3/06/23

FINANCIAL STATEMENT:

Warrant total \$565,066.05

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Warrant Register No. 37



**WARRANT REGISTER # 37
3/16/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
4 IMPRINT INC	WATERBOTTLES - CMO	362408	3/16/2023	3,260.96
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS / FIRE	362409	3/16/2023	3,292.16
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - MARCH	362410	3/16/2023	792.06
ALDEMCO	FOOD / NUTRITION CENTER	362411	3/16/2023	1,964.62
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	362412	3/16/2023	66.00
ANSER ADVISORY MANAGEMENT, LLC	CIP 22-47 WASTEWATER RATE ANALYSIS -ENG	362413	3/16/2023	1,380.00
APRYSE SOFTWARE CORP	BCL EASYPDF SDK RENEWAL 3/28/23 -3/27/24	362414	3/16/2023	1,038.81
ASIAN PACIFIC AMERICAN	APAC 11 ANNIVERSARY DINNER AND AWARD CERT	362415	3/16/2023	75.00
AT&T	AT&T & SBC ANNUAL PHONE SERVICE FOR FY23	362416	3/16/2023	301.58
AT&T	AT&T & SBC ANNUAL PHONE SERVICE FOR FY23	362417	3/16/2023	81.18
BERNAL	TRAINING ADV LDG SWAT / PD	362418	3/16/2023	2,478.84
BICKMORE ACTUARIAL	ACTUARIAL REVIEW - SELF INSURED GENERAL LIAB	362419	3/16/2023	4,800.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL- PW	362420	3/16/2023	176.16
CHEN RYAN ASSOCIATES INC	CIP 19-24 BAYSHORE BIKEWAY SEGMENT 5- ENG	362421	3/16/2023	104,581.07
CITY OF CHULA VISTA	FIREGROUND TIC TRAIN-THE-TRAINER /FIRE	362422	3/16/2023	3,500.00
CIVICPLUS, LLC	CIVIC PLUS - MUNICIPAL CODE CODIFICATION	362423	3/16/2023	900.00
CLEAR WATER TECHNOLOGIES LLC	MONTHLY WATER TREATMENT FY23-PW/ FACILITY	362424	3/16/2023	475.00
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	362425	3/16/2023	773.00
CORELOGIC SOLUTIONS LLC	REALQUEST MONTHLY REPORTS FY23	362426	3/16/2023	127.46
CORODATA RECORDS	CORODATA - FILE STORAGE	362427	3/16/2023	52.50
COUNTY OF SAN DIEGO	OBERVER SAFETY CLOTHING: AUTOPSY / PD	362428	3/16/2023	18.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY23	362429	3/16/2023	537.28
COZZINI BROS., INC.	KNIFE/DELI SLICER/CAN OPENER SHARPENING	362430	3/16/2023	36.00
CRUZ	TRAINING TACTICA RSPNS	362431	3/16/2023	215.08
DEPASCALE	TRAINING POST ADV SUB SLI 6	362432	3/16/2023	468.00
D-MAX ENGINEERING INC	CIP 19-20 SWEETWATER ROAD BIKEWAY - ENG	362433	3/16/2023	222.06
FIRE ETC	ITEM #28527, 1"X100' FORESTRY 187 TYPE I	362434	3/16/2023	2,403.05
FIRE PROTECTION PUBLICATIONS	36777, ESSENTIALS OF FIRE FIGHTING, 7TH	362435	3/16/2023	800.40
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	362436	3/16/2023	8.25
GALINDO ROJAS	TRAVEL EXPENSE REPORT - SWC FIRE ASSESSM	362437	3/16/2023	41.66
IBARRA	TRAINING TACTICAL RESPONSE / PD	362438	3/16/2023	215.08
INGA JR	LICENSE REIMBURSEMENT	362439	3/16/2023	80.00
IPS GROUP INC	PARKING PERMIT PORTAL MERCHANT - ENG/PW	362440	3/16/2023	2,236.09
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING, FY23	362441	3/16/2023	160.00
KIMLEY HORN AND	CIP 19-25 CNC BIKE WAYFINDING - ENG/PW	362442	3/16/2023	4,651.90
KTUA	CIP 22-54 CMO CONSTRUCTION DOCS - ENG/PW	362443	3/16/2023	9,453.47
LASER SAVER INC	LASER SAVER MOP FY23	362444	3/16/2023	549.03
LEAGUE OF CALIFORNIA CITIES	SAN DIEGO COUNTY DIVISION 2023 MEMBERSHIP	362445	3/16/2023	900.00
MARTINEZ	REIMBURSEMENT BOOTS / NSD	362446	3/16/2023	279.09
MOBILE WIRELESS LLC	12 MONTHS - NETMOTION COMPLETE PLATFORM	362447	3/16/2023	5,700.00
MONTANO	RE-IMBURSEMENT, CERT BASIC TRAINING/FIRE	362448	3/16/2023	700.00
MORA	RE-IMBURSEMENT, OES MEAL EXPENSES/FIRE	362449	3/16/2023	70.58
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY23- PW/EQUIP	362450	3/16/2023	221.00
NATIONAL CITY CHAMBER OF	ECONOMIC DEVELOPEMENT ACTIVITIES	362451	3/16/2023	432.00
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY FY23-PW	362452	3/16/2023	667.95
NATIONAL CITY TROPHY	MOP 66556 OFFICE SUPPLIES- PW	362453	3/16/2023	23.76
NAVARRO	OVERCHARGE TUP REIMBURSEMENT / NSD	362454	3/16/2023	30.00



**WARRANT REGISTER # 37
3/16/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL, ENGINE OIL FY23-PW/EQUIP	362455	3/16/2023	1,002.57
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362456	3/16/2023	126.48
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362457	3/16/2023	103.48
PARTS AUTHORITY METRO	MOP 75943 AUTO SUPPLIES- PW	362458	3/16/2023	79.79
PENSKE FORD	VEHICLE BRAKE REPAIR FY23- PW/EQUIPMENT	362459	3/16/2023	825.35
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES- PW	362460	3/16/2023	847.93
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW FACILITIES	362461	3/16/2023	1,000.24
PRO-TECH INDUSTRIES	SOLUBLE OIL FY23 -PW/SEWER	362462	3/16/2023	496.34
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES FOR NUTRITION STAFF	362463	3/16/2023	1,075.59
RANDALL LAMB ASSOCIATES INC	CIP 19-42 POLICE DEPT STANDBY POWER CONV	362464	3/16/2023	2,500.00
REGIONAL TASK FORCE	HMIS ACCESS FOR OCT-DEC 2022 FOR SECTION 8	362465	3/16/2023	261.75
SANCHEZ	REIMBURSEMENT- MEAL EXPNSS / FIRE	362466	3/16/2023	268.87
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY23	362467	3/16/2023	4,364.95
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY23	362468	3/16/2023	63.39
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY23	362469	3/16/2023	3,264.90
SILVER & WRIGHT LLP	LEGAL SERVICES / CAO	362470	3/16/2023	5,990.20
SMART & FINAL	MR PARRA FAREWELL GET TOGETHER EXPENSES	362471	3/16/2023	54.10
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES- PW	362472	3/16/2023	202.38
SOUTHWEST SIGNAL SERVICE	LIGHTING SERVICES / PW	362473	3/16/2023	52,767.81
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES- PW	362474	3/16/2023	667.54
STC TRAFFIC INC	DIXON PARKING SERVICES - ENG/PW	362475	3/16/2023	4,350.00
SULLIVAN	TRAINING BECOMNG A CHIEF / PD	362476	3/16/2023	758.47
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY23 DEC-FEB	362477	3/16/2023	3,178.77
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES-PW	362478	3/16/2023	489.94
TITAN EMPIRE INC	PERSONNEL MATTER	362479	3/16/2023	2,359.37
TRANS-LANG	TRANSLATION SERVICES FOR COUNCIL MTGS. -	362480	3/16/2023	1,394.00
RODRIGUEZ MONTANO	SAFETY APPAREL EMBROIDERY FY23 -PW/PARK	362481	3/16/2023	209.90
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY23	362482	3/16/2023	71.29
WHITE CAP, LP	SAFETY WEARING APPAREL FY23- PW/SEWER	362483	3/16/2023	402.49
			A/P Total	250,414.02
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 02/21/23 - 03/06/23	230316	3/16/2023	292,153.93
U S BANK	CREDIT CARD STATEMENT / RAULSTON	401659	3/10/2023	5,022.83
U S BANK	CREDIT CARD STATEMENT / PD	774402	3/15/2023	184.27
SECTION 8 HAPS	Start Date 3/10/2023	End Date 3/16/2023		17,291.00
		GRAND TOTAL	\$	565,066.05



AGENDA REPORT

Department: Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Warrant Register #38 for the period of 3/17/23 through 3/23/23 in the amount of \$1,945,646.70

RECOMMENDATION:

Ratify Warrants Totaling \$1,945,646.70

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for the period of 3/17/23 - 3/23/23. Consistent with the 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>
Anser Advisory Mngt	362491	\$79,571.04	CIP 19-20 Sweetwater Road Protected Bike
Ca Commercial Pool	362495	\$85,610.42	CIP 22-01 Las Palmas Pool Renovation
Chen Ryan Associates	362497	\$64,295.52	Bayshore Bikeway – Segment 5 – Eng/PW
Tri-Group Constructors	362553	\$101,109.54	CIP 19-33 Paradise Creek Edu Park

FINANCIAL STATEMENT:

Warrant total \$1,945,646.70

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Warrant Register No. 38



WARRANT REGISTER # 38
3/23/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SPORTELLI	TRAININD SWAT ADV LDG	362484	3/18/2023	2,478.84
VELAZQUEZ	TRAINING REYNALDO VELAZQUEZ	362485	3/18/2023	2,478.84
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS/FIRE DEP	362486	3/23/2023	1,510.93
AK & COMPANY	2ND OF TWO EQUAL INSTALLMENTS FOR FY 202	362487	3/23/2023	3,500.00
ALDEMCO	FOOD / NUTRITION CENTER	362488	3/23/2023	5,534.43
ALL AROUND FENCE INC	PEDESTRIAN BARRICADES FY23- PW/STREETS	362489	3/23/2023	2,832.00
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	362490	3/23/2023	1,335.17
ANSER ADVISORY MANAGEMENT, LLC	CIP 19-20 SWEETWATER ROAD PROTECTED BIKE	362491	3/23/2023	79,571.04
BOOT WORLD	WORK BOOTS FOR HILDA PEREZ EXECUTIVE	362492	3/23/2023	634.47
BRINK'S INCORPORATED	TRANSPORTATION - BILLING PERIOD 03/01/23	362493	3/23/2023	391.76
BURKE WILLIAMS & SORENSEN LLP	LEGAL SERVICE	362494	3/23/2023	15,207.70
CALIFORNIA COMMERCIAL POOL	CIP 22-01 LAS PALMAS POOL RENOVATION - ENG	362495	3/23/2023	85,610.42
CASTRO	TRAINIGN ADV LDGN CAPE	362496	3/23/2023	1,154.38
CHEN RYAN ASSOCIATES INC	BAYSHORE BIKEWAY-SEGMENT 5 -ENG-PW	362497	3/23/2023	64,295.52
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / FINANCE	362498	3/23/2023	211.28
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL AND DOT EXAM	362499	3/23/2023	875.00
COUNTY OF SAN DIEGO	PARKING CITATION REVENUE - JANUARY 23	362500	3/23/2023	9,319.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	362501	3/23/2023	4,096.35
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	362502	3/23/2023	3,086.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS -	362503	3/23/2023	352.00
D-MAX ENGINEERING INC	T&A 90552 - 233 ROOSEVELT AVE - ENG/PW	362504	3/23/2023	1,408.83
ENTERPRISE FLEET MANAGEMENT	FY23 ENTERPRISE FLEET LEASES - ENG/PW	362505	3/23/2023	17,823.49
FEDEX	POLICE RECRUIT TESTING	362506	3/23/2023	36.15
FIRE ETC	FLIR 13AC1/K55 INCLUDES: HARD CASE/ FIRE	362507	3/23/2023	2,901.25
FRATERNAL ORDER OF EAGLES AERI	REIMBURSE OVERPAYMENT INV 007310 CUSTOEM	362508	3/23/2023	100.00
GARCIA	REIMBURSEMENT / CULTURE CLUB COFFEE	362509	3/23/2023	478.51
GEORGE H WATERS NUTRITION CTR	SNACKS FOR SENIOR SATURDAY AGE FRIENDLY	362510	3/23/2023	1,146.00
GRAINGER	MOP 65179 GENERAL SUPPLIES- PW	362511	3/23/2023	788.62
HDL COREN & CONE	CONTRACT SVCS SALES TAX JANUARY - MARCH	362512	3/23/2023	4,715.91
HDR ENGINEERING, INC.	CIP 19-11 PARADISE CREEK AT PLAZA PHASE	362513	3/23/2023	2,385.50
HEALTH NET	GRP. #N8239A -MARCH 2023	362514	3/23/2023	2,894.14
HERNANDEZ	TRAINING REIM PERF SMIP	362515	3/23/2023	250.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY23-	362516	3/23/2023	290.00
K & K SIMPSON PROPERTIES LLC	T&A 90550 - 900 MANCHESTER - ENG/PW	362517	3/23/2023	19,926.38
KIMLEY HORN	CIP# 19-23 CENTRAL CMNTY MOBILITY- ENG-PW	362518	3/23/2023	39,117.24
KTUA	NC OLDCC INSTALLATION RESILIENCY GRANT-	362519	3/23/2023	27,706.38
NATIONAL CITY TROPHY	MOP#66556 - NAMEBADGE FOR PEDRO GARCIA	362520	3/23/2023	25.77
NORTH PARK TROPHY & AWARD, INC	COURAGE MEDALS AND ROCKERS/SHIRT PINS	362521	3/23/2023	2,774.56
NV5 INC	CIP 22-12 SEWER TAX ROLL - ENG/PW	362522	3/23/2023	47,817.50
OFFICE SOLUTIONS BUSINESS	MOP OFFICE SUPPLIES FOR SECTION 8 DEPART	362523	3/23/2023	815.55
OFFICERS ASSOCIATION	GFOA RENEWAL MEMBERSHIP PERIOD 04/01/23	362524	3/23/2023	595.00
PACIFIC REFRIGERATION INC	PREVENTATIVE MAINTENANCE FOR NUTRITION	362525	3/23/2023	3,371.92
PMW ASSOCIATES	TRAINING SUCCESSION PLANNING	362526	3/23/2023	4,300.00
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	362527	3/23/2023	1,491.53
PROFESSIONAL SEARCH GROUP LLC	TEMP SERVICES - C. BATTLE - WEEK ENDING	362528	3/23/2023	3,450.00
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES FOR NUTRITION STAFF	362529	3/23/2023	1,299.33
REDIKOP	RETIREE HEALTH BENEFITS - MARCH 2023	362530	3/23/2023	400.00



**WARRANT REGISTER # 38
3/23/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO UNION TRIBUNE	ADS IN UNION TRIBUNE 02/17/23 AUDIT SERV	362531	3/23/2023	337.01
SCOTT	T&A 90620 - 1931 WILSON AVE - ENG/PW	362532	3/23/2023	24,374.35
SD COUNTY POLICE CHIEF'S	TRAINING TUITION TRI COUNTY CONF	362533	3/23/2023	300.00
SDG&E	ELECTRIC BILL	362534	3/23/2023	4,355.92
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	362535	3/23/2023	893.76
SHRED-IT	FEBRUARY -1023 MONTHLY SERVICE FOR SEC8	362536	3/23/2023	129.27
SILVER & WRIGHT LLP	LEGAL SERVICES / CAO	362537	3/23/2023	4,196.09
SOLANA CENTER	RSWA - SB 1383 COMPLIANCE SUPPORT PERIOD	362538	3/23/2023	5,750.00
SOUTH BAY PLAZA LP	CIP 19-23 LEGAL AND ADMIN FEES FOR N AVE	362539	3/23/2023	10,000.00
SPEEDPRESS	STREET SIGN MATERIALS FY23- PW/STREETS	362540	3/23/2023	316.32
STANICH	TRAINING ADV POST SUB IDI ADV INSTR / PD	362541	3/23/2023	951.30
STAPLES BUSINESS ADVANTAGE	MOP 45704 - OFFICE SUPPLIES / FINANCE	362542	3/23/2023	1,667.24
STC TRAFFIC INC	CIP 22-52 CITYWIDE SPEED SURVEYS- ENG/PW	362543	3/23/2023	27,036.25
SUNRUN INSTALLATION SERVICES	REFUND PERMIT INSPECTION FEE/ PERMIT #20	362544	3/23/2023	247.53
SUPERIOR READY MIX	ASPHALT MATERIALS FY23- PW/STREETS	362545	3/23/2023	436.39
SWEETWATER AUTHORITY	WATER BILL / WASTEWATER FY23 JAN-FEB	362546	3/23/2023	121.02
TAGLE	SECTION 8 OVERPAYMENT	362547	3/23/2023	140.00
TELLEZ	TRAINING ADV LDG TRI CHIEF CONF	362548	3/23/2023	747.45
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE PERIOD 10/01/22 TO 12/31/22	362549	3/23/2023	300.00
THE NELROD COMPANY	HCV FUNDING & BUDGETING TRAINING 01/18/23	362550	3/23/2023	319.00
THE STAR NEWS	ADS FOR 2/17/23 AUDIT SERVICES & INVESTMENT	362551	3/23/2023	146.06
TORRES	TRAINING ADV LDG CAPE	362552	3/23/2023	1,154.38
TRI-GROUP CONSTRUCTION AND DEV	CIP 19-33 PARADISE CREEK EDUCATIONAL PARK	362553	3/23/2023	101,109.54
UNDERGROUND SERVICE ALERT	SERVICE ALERT FY23-PW/SEWER	362554	3/23/2023	318.59
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES- PW	362555	3/23/2023	495.43
VISION SERVICE PLAN	MARCH 2023 - VISION SERVICE PLAN	362556	3/23/2023	1,119.09
VISTA PAINT	MOP 68834 PAINT SUPPLIES- PW	362557	3/23/2023	457.89
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY23- PW/STREET	362558	3/23/2023	4,748.64
WAITE	TRAVEL EXPENSE REPORT / HR	362559	3/23/2023	24.89
WELCH	REIMB / CNU TRAINING / PLANNING	362560	3/23/2023	1,110.50
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES- PW	362561	3/23/2023	1,639.12
WOODRUFF, SPRADLIN & SMART APC	RSWA - GENERAL MANAGER MONTHLY MARCH 2023	362562	3/23/2023	2,750.00
Z A P MANUFACTURING INC	TRAFFIC SIGN SUPPLIES FY23- PW/STREETS	362563	3/23/2023	1,150.50

A/P Total 671,628.22

WIRED PAYMENTS

PAYCHEX BENEFIT TECH INC	BENETRAC ESR SERVICES BASE FEE - MARCH	189343	3/17/2023	1,523.68
U S BANK	MONTHLY CREDIT CARD STATEMENT- FEBRUARY	283946	3/17/2023	6,664.34
U S BANK	RFW- US BANK CC STATMENT/LIBRARY/AUGUST	459014	3/22/2023	888.00

PAYROLL

Pay period	Start Date	End Date	Check Date	
7	3/7/2023	3/20/2023	3/29/2023	1,264,942.46

GRAND TOTAL 1,945,646.70



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Assistant Engineer - Civil
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Public Hearing and Adoption of a Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF.

RECOMMENDATION:

Public Hearing and Adoption of a Resolution Entitled, "Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, approving an adjustment to the TDIF of 2 percent, as required by the San Diego Association of Governments (SANDAG) for receipt of *TransNet* local street improvement revenues, resulting in the TDIF increasing from \$2,688.21 per new residential dwelling unit to \$2,741.97 per unit beginning July 1, 2023.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In November 2004, San Diego County voters approved local Proposition A extending the *TransNet* ½ cent sales tax to fund the region's transportation system for 40 years. As part of Proposition A and the *TransNet* Extension Ordinance, the Regional Transportation Congestion Improvement Program (RTCIP) was created to ensure that new development directly invests in the region's transportation system to offset the negative impacts of growth on congestion and mobility. One of the requirements of the RTCIP was that by July 1, 2008, each local agency must contribute \$2,000 from exactions imposed on the private sector for each new residence constructed within each jurisdiction. Failure to do so would result in an agency's loss of *TransNet* funding for improvement of local streets. Cities have the authority to impose impact fees under the *Mitigation Fee Act* contained in California Government Code sections 66000 through 66025.

Therefore, on April 1, 2008, to satisfy the requirements of the *TransNet* RTCIP for receipt and expenditure of *TransNet* funds, City Council adopted Ordinance No. 2008-2310 amending Title 4 of the National City Municipal Code by adding Chapter 4.52 "Establishing and Approving a Transportation Development Impact Fee for Capital Improvement Projects Necessary to Maintain Acceptable Levels of Traffic and Transportation Service Within the City."

The *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions will be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System. On February 24, 2023, the SANDAG Board of Directors approved a 2 percent adjustment to the RTCIP, raising the

minimum fee from \$2,688.21 per new residential dwelling unit to \$2,741.97 per unit beginning July 1, 2023.

The following table summarizes the adjusted Transportation Development Impact Fee (TDIF) schedule for new residential development, which will go into effect on July 1, 2023, if adopted by City Council. The TDIF shall be collected prior to the issuance of any building permit for new residential development in the City of National City. A copy of the City's Transportation Impact Fee Program Report is available at the Office of the City Engineer.

<i>Residential Land Use</i>	<i>Fee</i>
<i>Single-family</i>	<i>\$ 2,741.97 per dwelling unit</i>
<i>Multi-family</i>	<i>\$ 2,741.97 per dwelling unit</i>

FINANCIAL STATEMENT:

Funds will be deposited into the following TDIF Revenue Accounts: 326-00000-3162 and 326-00000-3163. The amount of revenue that will be collected depends upon the number of new residential units permitted.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act. Published in The Star News, on City Website and Posted on Bulletin Boards at City Hall.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Public Hearing Notice

Exhibit B – Resolution

**CITY OF NATIONAL CITY
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing to Consider adoption of a Resolution entitled, **“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 4.52.100 AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN ADJUSTMENT TO THE TDIF OF 2 PERCENT, AS REQUIRED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR RECEIPT OF *TRANSNET* LOCAL STREET IMPROVEMENT REVENUES, RESULTING IN THE TDIF INCREASING FROM \$2,688.21 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,741.97 PER UNIT BEGINNING JULY 1, 2023.”**

DATE OF MEETING: Tuesday, May 2, 2023
TIME OF MEETING: 6:00 p.m.
LOCATION OF MEETING: City Of National City
1243 National City Blvd.
National City CA 91950
STAFF: Luca Zappiello, Assistant Engineer
EMAIL: lzappiello@nationalcityca.gov
PHONE NUMBER: (619) 336-4360

If you wish to express concerns in favor or against the above, you may appear in person at the above described meeting or submit your concerns in writing to the City Clerk at publiccomment@nationalcityca.gov.

If you challenge the matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. If you have special needs requiring assistance at the meeting, please call the City Clerk’s Office at (619) 336-4228 at least 24 hours prior to the meeting so that accommodations can be arranged.

Shelley Chapel, MMC,
City Clerk
Published in the Star News, Friday, April 21, 2023

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 4.52.100 AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN ADJUSTMENT TO THE TDIF OF 2 PERCENT, AS REQUIRED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR RECEIPT OF TRANSNET LOCAL STREET IMPROVEMENT REVENUES, RESULTING IN THE TDIF INCREASING FROM \$2,688.21 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,741.97 PER UNIT BEGINNING JULY 1, 2023.

WHEREAS, in November 2004, San Diego County voters approved local Proposition A extending the TransNet ½ cent sales tax to fund the region’s transportation system for 40 years and as part of Proposition A and the *TransNet* Extension Ordinance, the Regional Transportation Congestion Improvement Program (RTCIP) was created to ensure that new development directly invests in the region’s transportation system to offset the negative impacts of growth on congestion and mobility; and

WHEREAS, one of the requirements of the RTCIP was that by July 1, 2008, each local agency must contribute \$2,000 from exactions imposed on the private sector for each new residence constructed within each jurisdiction. Failure to do so would result in an agency’s loss of *TransNet* funding for improvement of local streets; and

WHEREAS, on April 1, 2008, to satisfy the requirements of the *TransNet* RTCIP for receipt and expenditure of *TransNet* funds, City Council adopted Ordinance No. 2008-2310 amending Title 4 of the National City Municipal Code by adding Chapter 4.52 “Establishing and Approving a Transportation Development Impact Fee for Capital Improvement Projects Necessary to Maintain Acceptable Levels of Traffic and Transportation Service Within the City”; and

WHEREAS, the *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System; and

WHEREAS, on February 24, 2023, the SANDAG Board of Directors approved a 2 percent adjustment to the RTCIP, raising the minimum fee from \$2,688.21 per new residential dwelling unit to \$2,741.97 per unit beginning July 1, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the adoption of this Resolution amending the Transportation Development Impact Fee ("TDIF") beginning July 1, 2023 from 2,688.21 per new residential dwelling unit to \$2,741.97 as set forth below.

<i>Residential Land Use</i>	<i>Fee</i>
<i>Single-family</i>	<i>\$ 2,741.97 per dwelling unit</i>
<i>Multi-family</i>	<i>\$ 2,741.97 per dwelling unit</i>

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 2nd day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Housing Authority
Prepared by: Angelita Palma, Housing Programs Manager
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Public Hearing No. 2 and adoption of HUD 2023-2024 Action Plan and allocation of funds to CDBG and HOME activities.

RECOMMENDATION:

Adopt the Resolution entitled, “Public Hearing No. 2 of 2 and adoption of a Resolution of the City Council of the City of National City, California adopting the U.S. Department of Housing and Urban Development (HUD) 2023-2024 Annual Action Plan and the allocation of 2023-2024 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2023-2024 Annual Action Plan.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Overview | The U.S. Department of Housing and Urban Development (HUD) provides annual grants on a formula basis to entitlement cities and counties, including the City of National City for its Community Planning and Development Programs (CPD). The City of National City (City) receives Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds on an annual basis. The primary statutory objectives of the CDBG Program are to develop viable urban communities by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate-income persons. The intent of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing.

The 2020-2024 Consolidated Plan is the framework for the HUD CDBG and HOME entitlement programs. The Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. An overview of the Consolidated Plan's goals and priorities is attached to this staff report (Exhibit “B”). In addition, the entire Consolidated Plan and program information can be found at www.nationalcityca.gov/cdbg-home.

Funding Availability | For fiscal year (FY) 2023-2024, HUD program year 2023 the City will receive \$718,540 in CDBG entitlement funds. Of that amount, 20% of the CDBG allocation is reserved for administration and mandatory fair housing requirements. The remainder will fund the Section 108 debt service payment. The Section 108 loan payment has increased each year, which means fewer dollars have been allocated to public services, facilities, and infrastructure projects. The final Section 108 loan payment will be made in FY 2023-2024 in the amount of \$613,470.

HOME entitlement funds are \$409,716 for FY 2023-2024. Of that amount, 15% is set aside for Community Housing Development Organizations (CHDO). Another 10% of the HOME allocation is reserved for administration. The remaining amount will be set aside for an affordable housing activity.

In addition to the entitlement funds discussed above, \$393,222 in HOME funds from program income will be reallocated to HOME activities (Exhibit "A").

Notice of Funding | The City Council and interested parties were made aware of the 2023-2024 Action Plan development process. A Notice of Funding Availability (NOFA) was made available to interested parties on February 14, 2023.

Funding/Annual Action Plan Approval | Project and Program funding recommendations for the CDBG and HOME entitlement grant funds and program income were presented at the first public hearing held on March 21, 2023. A second Public Hearing will be conducted on May 2, 2023, to review public comments received during a 30-day public review period (March 31 through May 1, 2023) of the draft 2023-2024 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed. After all public comments have been considered at the Public Hearing on May 2, 2023, the City Council will adopt the 2023-2024 Action Plan and proposed CDBG and HOME Program funding.

HUD Review | Upon receipt of the 2023-2024 Action Plan, HUD has 45 days to review and accept it (see Exhibit "B" for timeline). The Plan specifically details the City's utilization of its CDBG and HOME program funds.

FINANCIAL STATEMENT:

The City will receive \$718,540 in CDBG and \$409,716 in HOME Program funds for FY 2023-2024. In addition, the City will reprogram to FY 2023-2024 \$393,222 in HOME program income received.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act. Published in The Star News, on City Website and Posted on Bulletin Boards at City Hall.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – FY 2023-2024 AAP Funding
Exhibit B – Explanation
Exhibit C – Public Notices
Exhibit D – Resolution



**Community Development Block Grant (CDBG) and
HOME Investment Partnership (HOME) Annual Action Plan
Funding for HUD Program Year 2023
City Fiscal Year 2023-2024**

CDBG Entitlement:	\$ 718,540.00	HOME Entitlement:	\$ 409,716.00
CDBG Program Income:	\$ -	HOME Program Income:	\$ 393,222.34
Total CDBG funds available:	\$ 718,540.00	Total HOME funds available:	\$ 802,938.34

Community Development Block Grant (CDBG) Program

Non-Public Service Funds

Applicant Name	Program Name	Award Amount FY23-24
National City Fire Department	Fire Station 34 - Section 108 (Final) Loan Payment	\$ 613,470.00

Planning and Administration

Applicant Name	Program Name	Award Amount FY23-24
National City Housing Authority	CDBG Program Administration	\$ 65,070.00
CSA San Diego County	Fair Housing & Tenant Landlord Services	\$ 40,000.00
CDBG TOTAL:		\$ 718,540.00

HOME Investments Partnership(HOME) Program

Project Funds

Applicant Name	Program Name	Award Amount FY23-24
SBCS Corporation	Tenant Based Rental Assistance (TBRA)	\$ 400,600.00
National City Housing Authority	Affordable Housing Activities Set-Aside	\$ 260,587.00
National City Housing Authority set-aside for a Community Housing Development Organization	CHDO Set-Aside	\$ 61,457.34

Planning and Administration

Applicant Name	Program Name	Award Amount FY23-24
National City Housing Authority	HOME Program Administration	\$ 80,294.00
HOME TOTAL:		\$ 802,938.34

CDBG Accounts	Program Name	Proposed Amount FY23-24
301-412-125-470-0000 (Principal) 301-412-125-480-0000 (interest)	Fire Station 34 - Section 108 (Final) Loan Payment	\$ 613,470.00
301-419-462-100-* (Personnel) 301-419-462-200-* (M&O)	CDBG Program Administration	\$ 65,070.00
301-409-000-650-9057	Fair Housing & Tenant Landlord Services	\$ 40,000.00
CDBG TOTAL:		\$ 718,540.00
HOME Accounts	Program Name	Proposed Amount FY23-24
505-409-462-650-9018	Tenant Based Rental Assistance (TBRA)	\$ 400,600.00
Will not fund an account at this time	Affordable Housing Activites Set-Aside	\$ 260,587.11
Will not fund an account at this time	CHDO Set-Aside	\$ 61,457.40
505-419-462-100-* (Personnel) 505-419-462-200-* (M&O)	HOME Program Administration	\$ 80,293.83
HOME TOTAL:		\$ 802,938.34

Public Hearing No. 2 of 2 and adoption of a Resolution of the City Council of the City of National City, California adopting the U.S Department of Housing and Urban Development (HUD) 2023-2024 Annual Action Plan and the allocation of 2023-2024 HUD entitlement grant funds and program income to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for 2023-2024 Annual Action Plan.

Supplemental Explanation

Public Noticing | Public participation is an essential part of the development of the Annual Action Plan. All noticing for this process which sets forth the City's policies and procedures for public participation is described in the Citizen and Community Participation Plan per City Council Resolution 2020-84 and can be found at www.nationalcityca.gov/cdbg-home.

Public Notices in English, Spanish, and Tagalog are provided in Exhibit "C."

Consolidated Plan Goals:

The 2020-2024 Consolidated Plan is the framework for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program entitlement programs. The Plan outlines the City's housing and non-housing community development needs and priorities over five years. The entire Consolidated Plan and program information can be found at www.nationalcityca.gov/cdbg-home.

1. Goal: Provide Decent and Affordable Housing

- **Priority: Conserve and Improve Existing Affordable Housing**
 - Assistance to aid in the rehabilitation of single-family and multi-family housing units.
 - Acquisition, with or without rehabilitation, of multi-family projects.
 - Conservation of affordable housing at risk of converting to market-rate housing.
- **Priority: Provide Homeownership Assistance**
 - Assistance to low-moderate income households to achieve homeownership
 - Assistance to developers for the acquisition and re-sale of housing units to low-moderate income homebuyers.
- **Priority: Assist in the Development of Affordable Housing**
 - Assistance to developers in the development of affordable housing, including acquisition, land assemblage, construction, conversion, purchase of affordability covenants, or other mechanisms.

2. Goal: Provide Community Facilities and Infrastructure

- **Priority: Provide for Community Facilities and Infrastructure**
 - Provide for new and improve existing community facilities and infrastructure. These may include, but are not limited to: parks and recreation facilities; fire equipment; facilities prioritized on the City's ADA Transition Plan; community facilities; and public streets, sidewalks, curbs, and rights-of-way.
 - Repayment of Fire Station 34 Section 108 loan. Assess the need for and (when determined to be warranted) pursue section 108 loans for large-scale public improvement and revitalization projects.

3. Goal: Provide Community and Supportive Services

- **Priority: Provide Community and Supportive Services**
 - Provide for a variety of community and supportive services, with special emphasis on crime awareness and prevention programs such as code enforcement, services for the homeless, seniors, at-risk youth, the disabled, and other persons with special needs.

4. Goal: Support Initiatives that Reduce Homelessness

- **Priority: Support Initiatives that Reduce Homelessness**
 - Tenant-based rental assistance that targets families that are homeless or housing insecure, and families experiencing domestic violence.
 - Participate in the San Diego County Regional Task Force on the Homeless (RTFH) and South Bay Homeless Alliance to assess needs and coordinate efforts to address needs.

5. Goal: Promote Equal Housing Opportunity

- **Priority: Promote Equal Housing Opportunity**
 - Promote fair housing services provided by the City's fair housing services provider.
 - Comply with fair housing planning requirements (as identified in the Analysis of Impediments to Fair Housing Choice).

6. Goal: Planning and Administration

- **Priority: Planning and Administration**
 - Invest in the planning and administration of the CDBG and HOME programs.

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2023-2024 CDBG/HOME PROGRAMS ANNUAL ACTION PLAN TIMELINE	
Date	Action
February 14	CDBG/HOME Notice of funding available to city departments and grant funding applications available for distribution.
January – March	Drafting of the 2023-2024 Action Plan
February 28	Application submission deadline for CDBG/HOME FY 2023-2024 funding
March	Application Review Period
March 10 – March 20	10-day Notice of Public Review Period and Notice of Public Hearing for the Draft 2023-2024 Action Plan
March 21	Public Hearing No.1 on the 2023-2024 Action Plan and applicant funding recommendations to the City Council
March 31 – May 1	30-day Notice of Public Review Period and Notice of Public Hearing for the Draft 2023-2024 Action Plan
May 2	Public Hearing No.2 (Final) to approve the Draft 2023-2024 Action Plan
May 15	Submission of the FY 2023-2024 Action Plan to HUD
May	Application Award Notification
June – July	Begin contract negotiations with selected CDBG/HOME subrecipients and initiate environmental reviews
July 1	Beginning of Program Year
All dates listed herein are tentative and are subject to change. Therefore, persons relying on this Schedule must contact the National City Housing Authority by email at housing@nationalcityca.gov to confirm dates for each event listed above.	



30 DAY PUBLIC REVIEW PERIOD AND FINAL PUBLIC HEARING FOR THE DRAFT FISCAL YEAR 2023-2024 ANNUAL ACTION PLAN

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit an Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The 2020-2024 Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over five years. The Annual Action Plan (Action Plan), 2023-2024, outlines how the City intends to spend \$718,540 in federal Community Development Block Grant (CDBG) and \$409,716 in federal HOME Investment Partnerships (HOME) Program entitlement funds. In addition to the funding sources noted above, the City will allocate \$393,222 in program income earned from the previous year's HOME activities to fund activities listed under the proposed Action Plan.

Notice is hereby given that the City Council of the City of National City will hold the second and final Public Hearing on Tuesday, May 2, 2023, at 6:00 p.m at City Hall located at 1243 National City Boulevard in National City and online www.nationalcityca.gov/webcast. The purpose of the Public Hearing is to review public comments received during a 30-day public review period (March 31 through May 1, 2023) of the draft 2023-2024 Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Action Plan and the CDBG and HOME Program activities being proposed. Public participation is an essential part of the development of the Action Plan. Interested persons and community groups are invited to provide public comment (details below) and review the draft Action Plan on the City's website www.nationalcityca.gov/cdbg-home. A hardcopy of the Plan is available at the National City Housing Authority (140 E. 12th Street, National City).

After all public comments have been considered, the City Council will adopt the 2023-2024 Action Plan and proposed CDBG and HOME Program funding recommendations. The Action Plan will then be submitted to HUD for review and acceptance.

Public comment may be submitted prior to the meeting in writing and by email at publiccomment@nationalcityca.gov; please provide the agenda item number or title of the item in the subject line of the email. All email comments received at least 2 hours prior to the City Council Meeting will allow time for distribution to the City Council. All public comments or testimony are limited to three (3) minutes and may be reduced to accommodate a large number of speakers. Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk prior to the meeting or immediately following the announcement of the item.

Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting. Hearing-impaired persons, please use the CAL Relay Service Number 711. Spanish Interpretation Services: Spanish Interpretation Services are available, please contact the City Clerk prior to the start of the meeting for assistance.

Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Carlos Aguirre, Housing Authority Director
City of National City
March 31, 2023



PERÍODO DE REVISIÓN PÚBLICA DE 30 DÍAS Y AUDIENCIA PÚBLICA FINAL PARA EL PLAN DE ACCIÓN ANUAL PARA EL AÑO FISCAL 2023-2024

De acuerdo con las regulaciones federales en 24 CFR, Parte 91, la Ciudad de National City (Ciudad) debe preparar y presentar un Plan de Acción Anual para sus Programas de Vivienda y Desarrollo Comunitario financiados por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD). El Plan Consolidado 2020-2024 describe las necesidades y prioridades de desarrollo comunitario de vivienda y no vivienda de la Ciudad durante cinco años. El Plan de Acción Anual (Plan de Acción) para el Año Fiscal 2023-2024 describe cómo la Ciudad tiene la intención de gastar \$718,540 federales en bloque de desarrollo comunitario (CDBG) y aproximadamente \$409,716 en fondos federales del Programa Home Investment Partnerships (HOME). Además de las fuentes de financiamiento mencionadas anteriormente, la Ciudad asignará \$393,222 en los ingresos del programa obtenidos de las actividades HOME de años anteriores para financiar las actividades enumeradas en el Plan de Acción propuesto.

Por la presente se notifica que el Concejo Municipal de la Ciudad de National City llevará a cabo la segunda y final Audiencia Pública el martes 2 de mayo de 2023 a las 6:00 p. m. en el Ayuntamiento ubicado en 1243 National City Boulevard en National City y en línea www.nationalcityca.gov/webcast. El propósito de la Audiencia Pública es revisar los comentarios públicos recibidos durante un período de revisión pública de 30 días (del 31 de marzo al 1 de mayo de 2023) del borrador del Plan de Acción 2023-2024; y brindar a las personas interesadas y los grupos comunitarios una última oportunidad para compartir sus pensamientos sobre el Plan de Acción y las actividades propuestas por CDBG y el Programa HOME. La participación pública es una parte esencial del desarrollo del Plan de Acción. Las personas interesadas y los grupos comunitarios están invitados a proporcionar comentarios públicos (detalles a continuación) y revisar el borrador del Plan de Acción en el sitio web de la Ciudad www.nationalcityca.gov/cdbg-home. Una copia impresa del Plan está disponible en la Autoridad de Vivienda de National City (140 E. 12th Street, National City).

Después de que todos los comentarios públicos hayan sido considerados en la Audiencia Pública del 2 de mayo de 2023, el Concejo Municipal adoptará el Plan de Acción 2023-2024 y las recomendaciones de financiación propuestas por CDBG y el Programa HOME. Luego, el Plan de Acción se enviará a HUD para su revisión y aceptación.

Los comentarios públicos pueden enviarse antes de la reunión por escrito y por correo electrónico a publiccomment@nationalcityca.gov; proporcione el número de tema de la agenda o el título del tema en la línea de asunto del correo electrónico. Todos los comentarios por correo electrónico recibidos al menos 2 horas antes de la reunión del Concejo Municipal darán tiempo para su distribución al Concejo Municipal. Todos los comentarios o testimonios públicos están limitados a tres (3) minutos y pueden reducirse para dar cabida a un gran número de oradores. Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios Públicos. Aquellos que deseen hablar sobre los temas de la agenda pueden hacerlo cuando se esté considerando el tema. Envíe una boleta de orador al secretario municipal antes de la reunión o inmediatamente después del anuncio del tema.

Cualquier persona con una discapacidad que requiera una modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario Municipal (619) 336-4228 al menos 24 horas antes de la reunión. Las personas con problemas de audición deben usar el número de servicio de retransmisión de CAL 711. Servicios de interpretación en español: los servicios de interpretación en español están disponibles, comuníquese con el secretario municipal antes del comienzo de la reunión para obtener ayuda. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Carlos Aguirre, Housing Authority Director
Ciudad de National City
marzo 31, 2023



30 ARAW NA PANAHON NG PAMPUBLIKONG PAGSUSURI AT HULING PUBLIC HEARING PARA SA DRAFT FISCAL YEAR 2023-2024 TAUNANG ACTION PLAN

Alinsunod sa mga pederal na regulasyon sa 24 CFR, Part 91, ang Lungsod ng National City (Lungsod) ay inatasan na maghanda at magsumite ng Taunang Action Plan para sa Housing and Community Development Entitlement Programs nito na pinondohan ng U.S. Department of Housing and Urban Development (HUD). Ang 2020-2024 Consolidated Plan ay nagbabalangkas sa pabahay at hindi pabahay na mga pangangailangan sa pagpapaunlad ng komunidad at mga priyoridad sa loob ng limang taon. Ang Taunang Action Plan (Action Plan), 2023-2024, ay nagbabalangkas kung paano nilalayon ng Lungsod na gumastos ng tinatayang \$718,540 sa pederal na Community Development Block Grant (CDBG) at \$409,716 sa pederal na HOME Investment Partnerships (HOME) na mga pondo para sa karapatan sa Programa. Bilang karagdagan sa mga pinagmumulan ng pagpopondo na binanggit sa itaas, inaasahan ng Lungsod ang paglalaan ng \$393,222 sa kita ng programa na kinita mula sa mga aktibidad sa HOME noong nakaraang taon upang pondohan ang mga aktibidad na nakalista sa ilalim ng iminungkahing Action Plan.

Ang abiso ay ibinibigay dito na ang Konseho ng Lungsod ng National City ay magsasagawa ng ikalawa at huling Public Hearing sa Martes, Mayo 2, 2023, sa ganap na 6:00 p.m. sa City Hall na matatagpuan sa 1243 National City Boulevard sa National City at online www.nationalcityca.gov/webcast. Ang layunin ng Public Hearing ay suriin ang mga pampublikong komento na natanggap sa loob ng 30-araw na panahon ng pampublikong pagsusuri (Marso 31 hanggang Mayo 1, 2023) ng draft na 2023-2024 Action Plan; at upang bigyan ang mga interesadong tao at mga grupo ng komunidad ng huling pagkakataon na ibahagi ang kanilang mga saloobin tungkol sa Action Plan at mga aktibidad ng CDBG at HOME Program na iminumungkahi. Ang pakikilahok ng publiko ay isang mahalagang bahagi ng pagbuo ng Action Plan. Ang mga interesadong tao at grupo ng komunidad ay iniimbitahan na magbigay ng pampublikong komento (mga detalye sa ibaba) at suriin ang draft na Action Plan sa website ng Lungsod na www.nationalcityca.gov/cdbg-home. Ang hardcopy ng Action Plan ay makukuha sa National City Housing Authority (140 E. 12th Street, National City).

Matapos isaalang-alang ang lahat ng pampublikong komento sa Public Hearing sa Mayo 2, 2023, ang Konseho ng Lungsod ay magpapatibay sa 2023-2024 Action Plan at mga iminungkahing rekomendasyon sa pagpopondo ng CDBG at HOME Program. Pagkatapos ay isusumite ang Action Plan sa HUD para sa pagsusuri at pagtanggap.

Maaaring isumite ang pampublikong komento bago ang pagpupulong sa pamamagitan ng sulat sa pamamagitan ng email sa publiccomment@nationalcityca.gov; mangyaring ibigay ang numero ng item ng agenda o pamagat ng item sa linya ng paksa ng email. Ang lahat ng komento sa email na natanggap nang hindi bababa sa 2 oras bago ang Pagpupulong ng Konseho ng Lungsod ay magbibigay ng oras para sa pamamahagi sa Konseho ng Lungsod. Ang lahat ng pampublikong komento o testimonya ay limitado sa tatlong (3) minuto at maaaring bawasan upang mapaunlakan ang malaking bilang ng mga tagapagsalita. Ang mga taong gustong humarap sa Konseho ng Lungsod sa mga bagay na wala sa agenda ay maaaring gawin ito sa ilalim ng Mga Pampublikong Komento. Ang mga nagnanais na magsalita sa mga item sa agenda ay maaaring gawin ito kapag ang item ay itinuturing na. Mangyaring magsumite ng Speaker's Slip sa Klerk ng Lungsod bago ang pagpupulong o kaagad pagkatapos ng anunsyo ng item.

Ang sinumang taong may kapansanan na nangangailangan ng pagbabago o akomodasyon upang makasali sa isang pagpupulong ay dapat idirekta ang naturang kahilingan sa Opisina ng Klerk ng Lungsod (619) 336-4228 nang hindi bababa sa 24 na oras bago ang pagpupulong. Mga taong may kapansanan sa pandinig, mangyaring gamitin ang CAL Relay Service Number 711. Mga Serbisyo sa Interpretasyon ng Espanyol: Available ang mga Serbisyo sa Interpretasyon ng Espanyol, mangyaring makipag-ugnayan sa Klerk ng Lungsod bago magsimula ang pagpupulong para sa tulong. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Carlos Aguirre, Housing Authority Director
Lungsod ng National City, Marzo 31, 2023

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA ADOPTING THE U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) 2023-2024 ANNUAL ACTION PLAN AND THE ALLOCATION OF 2023-2024 HUD ENTITLEMENT GRANT FUNDS AND PROGRAM INCOME TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ACTIVITIES PROPOSED FOR 2023-2024 ANNUAL ACTION PLAN

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

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

WHEREAS, HUD requires that all CDBG and HOME Program entitlement communities, such as the City of National City, hold at least two public hearings and a 30-day public comment period to solicit input on the 2023-2024 Annual Action Plan; and

WHEREAS, the City Council conducted a duly advertised Public Hearing on March 21, 2023, and May 2, 2023, to receive input from the public; and

WHEREAS, the 30-day comment period for the 2023-2024 Annual Action Plan occurred from March 31, 2023, to May 1, 2023; and

WHEREAS, the City will incorporate public comments received for the 2023-2024 Annual Action Plan; and

WHEREAS, HUD has notified the City of its 2023-2024 entitlement allocation in the amount of \$718,540 for CDBG and \$409,716 for the Home Program that will be appropriated to the 2023-2024 Annual Action Plan activities, hereto attached as Exhibit "A"; and

WHEREAS, City staff has also identified and verified program income received from the HOME Program in the amount of \$393,222.34 to supplement further the funding of activities in the 2023-2024 Annual Action Plan as listed in the attached Exhibit "A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: City Council authorizes 2023-2024 HUD entitlement funds in the amount of \$718,540 for CDBG and \$409,716 for the HOME Program to be appropriated to 2023-2024 Annual Action Plan activities, as set forth in Exhibit "A."

Section 2: City Council authorizes allocating \$393,222.34 in HOME Program income to supplement the funding of activities specified in the 2023-2024 Annual Action Plan, as set forth in Exhibit "A."

Section 3: City Council authorizes the submission of the 2023-2024 Annual Action Plan for the expenditure of said funds to HUD.

Section 4: City Council authorizes the City Manager or his designee to execute the final submission of the 2023-2024 Annual Action Plan, modify and execute any and all appropriate instruments, certifications, agreements, contracts, and implementing documents related to the implementation and administration of the proposed to the 2023-2024 Annual Action Plan to fully implement the activities funded under said Plan, including subrecipient grant contracts and agreements, based on HUD's appropriation to the City.

Section 5: City Council authorizes the City Manager or his designee to execute budget adjustments as necessary to reflect the funding allocations in the 2023-2024 Annual Action Plan.

Section 6: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolution.

PASSED and ADOPTED this 2nd day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Luca Zappiello, Assistant Engineer - Civil
Meeting Date: Tuesday, May 2, 2023
Approved by: Armando Vergara, Acting City Manager

SUBJECT:

Appropriation of funds for the National City Targeted Local Coastal Program Amendment to update General Plan and Zoning Code references.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, authorizing establishing an appropriation and corresponding revenue budget in the amount of \$100,000 for the National City Targeted Local Coastal Program Amendment, reimbursable through the Local Coastal Program Local Assistance Grant Program approved by the California Coastal Commission."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The targeted Local Coastal Program Amendments (LCPA) will amend our Local Coastal Program (LCP) Land Use Plan (LUP) and Implementation Plan (IP), which are planning documents that identify the location, type, densities, and other ground rules for future development in the Coastal Zone. The LCP LUP was originally certified by the Coastal Commission in 1988 and the IP was first certified in 1990; both were last amended in 1997. The Coastal Zone of National City is controlled by three separate agencies: the San Diego Unified Port District (Port District), the United States Navy, and the City of National City. The land controlled by the Port District is identified in the Port Master Plan, which is currently being updated. Federal lands under the jurisdiction of the US Navy are under the jurisdiction of the Federal Coastal Zone Management Act.

The proposed amendments are important in order to bring the City's coastal zoning policies up to date with the current Municipal Code, which has changed significantly since 1997, particularly with regard to land use.

The proposed LCPA would also address coastal resilience and environmental justice by incorporating resilience and environmental justice policies within the adopted General Plan Health and Environmental Justice Element, with updates currently being developed as a part of a Focused General Plan Update.

On January 17, 2023, the Planning Manager of the City and the California Coastal Commission executed the grant in the amount of \$100,000 for the National City Targeted Local Coastal Program Amendment which is valid from January 1, 2023, and will expire on December 31, 2024. The grant funds will be used to cover the City's consultant costs to prepare the National City Targeted Local Coastal Program Amendment.

FINANCIAL STATEMENT:

Revenue Account No. 296-06616-3463 - \$100,000

Expenditure Account No. 296-409-500-598-6616 - \$100,000 (local coastal program amendment)

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

This is not a project under CEQA and is therefore not subject to environmental review.CCR15378; PRC 21065.

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Resolution

CALIFORNIA COASTAL COMMISSION
STANDARD GRANT AGREEMENT

(Rev 05/2022)

AGREEMENT NUMBER

LCP-22-05

STATE CONTROLLER'S OFFICE IDENTIFIER

FEDERAL ID NUMBER

3720-LCP2205**95-6000749**

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of National City

2. The term of this Agreement is: *Grant execution date or
 01/01/2023 Through 12/31/2024 (End Term Date)

3. The maximum amount of this Agreement is: \$100,000.00
 One Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	8 pages
EXHIBIT A1- Definitions	1 pages
EXHIBIT B – Budget	1 page
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
<input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
<input type="checkbox"/> EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of National City

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Martin Reeder, Planning Manager

ADDRESS

1243 National City Boulevard, National City, CA 91950

STATE OF CALIFORNIA

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Madeline Cavalieri, Deputy Executive Director

ADDRESS

455 Market Street, Suite 200, Room 228, San Francisco, CA 94105

**California Coastal Commission
 Use Only**

This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).

EXHIBIT A**SCOPE OF WORK**

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.
2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

State Agency: California Coastal Commission	Grantee: City of National City
Name: Kelsey Ducklow ("Grant Manager")	Name: Martin Reeder ("Planning Manager")
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 1243 National City Boulevard, National City, CA 91950
Phone: (415) 904-2335	Phone: (619) 336-4313
Fax: (415) 904-5400	Fax: N/A
Email: kelsey.ducklow@coastal.ca.gov	Email: mreeder@nationalcityca.gov

3. Primary project contact:

State Agency: California Coastal Commission	Grantee City of National City
Section/Unit:	Section/Unit: Planning
Name: Mary Matella ("LCP Grant Coordinator")	Name: Martin Reeder ("Planning Manager")
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 1243 National City Boulevard, National City, CA 91950
Phone: (415) 904-6093	Phone: (619) 336-4313
Fax: (415) 904-5400	Fax: N/A
Email: mary.matella@coastal.ca.gov	Email: mreeder@nationalcityca.gov

EXHIBIT A**SCOPE OF WORK****Name of Local Government:** City of National City**Name of Project:** National City Targeted Local Coastal Program Amendment**Funding Source:** General Fund**Specific Program:** Local Coastal Program Local Assistance Grant Program**Federal Tax ID#:** 95-6000749**Budget Summary:**

CCC funding:	\$100,000
<u>Other funding:</u>	<u>\$0</u>
Total project cost:	\$100,000

Term of Project: 01/01/2023 (or grant agreement execution date) – 12/31/2024**A. PROJECT DESCRIPTION**

The project includes targeted amendments to the Local Coastal Program (LCP) to update General Plan and Zoning Code references, strengthen coastal resilience, and lay the groundwork for a comprehensive LCP update. The scope of work includes Local Coastal Program Amendments (LCPA) to the LCP Land Use Plan (LUP) and Implementation Plan (IP). The LCP LUP was originally certified by the Coastal Commission in 1988 and the IP was first certified in 1990; both were last amended in 1997. The coastal zone of National City is controlled by three separate agencies: the San Diego Unified Port District, the United States Navy, and the City of National City. The land controlled by the Port District is identified in the Port Master Plan, which is currently being updated. Federal lands under the jurisdiction of the US Navy are under the jurisdiction of the Federal Coastal Zone Management Act.

While the City's certified LCP is aging, the City along with its neighboring jurisdictions have undertaken extensive planning and resiliency initiatives over the last decade. As such, the focus of the proposed targeted LCPA is to update the descriptions of, and internal references to, the most current City General Plan and Zoning Code, and Port Master Plan.

The proposed LCPA would also address coastal resilience and environmental justice by incorporating resilience and environmental justice policies within the adopted General Plan Health and Environmental Justice Element with updates currently being developed as a part of a Focused General Plan Update. National City has experienced a history of environmental justice issues due to land use decisions that have placed industrial uses adjacent to residential

EXHIBIT A

neighborhoods for decades. All census tracts within National City are within the 56th to 85th percentiles of the CalEnviroScreen 4.0 index, indicating a significant pollution burden and vulnerability throughout the city. The western area of National City qualifies as both an SB 535 disadvantaged community and AB 1550 low-income community.

In addition, the proposed LCPA scope of work includes an assessment of the relevant past and current work efforts to identify resources that could contribute to a future comprehensive LCP update, as well as to identify any gaps. The identified gaps could form the basis for what would need to be addressed in a future scope of work. With this grant funding the City will prepare an LCP amendment that provides immediate implementation benefits while also laying the groundwork for a comprehensive LCP update.

B. TASKS

This section details the tasks and deliverables that will result in the successful completion of the Local Coastal Program Amendment (LCPA) grant scope of work. Tasks to be accomplished by the City may also include work done by the City's consultants on behalf of City staff.

Task 1 Project Management

The City will work closely and collaboratively with California Coastal Commission (CCC) staff through regular meetings and communications, and prepare meeting agendas and notes for meetings as needed. Staff will prepare invoicing and reporting in accordance with grant specifications. Staff will secure consultants to assist staff with development of the LCPA, coordination with CCC staff, and public outreach.

Subtasks:

- 1.1 Project Kick-Off Meeting
Following the award, a kick-off meeting will be held with CCC staff to discuss grant procedures and project expectations, including the project schedule, invoicing, reporting and other relevant information. The City will produce notes summarizing the meeting.
- 1.2 Work Plan
Secure consultant services and approve a consultant work plan
- 1.3 Project Management
Conduct ongoing project management including communications, invoicing and reporting

Deliverables:

- a. Kick-off meeting agenda and meeting notes
- b. Ongoing project management (invoicing, reporting, etc.)

EXHIBIT A

Task 2 Research and Document Review

Review completed and in-process technical, environmental, and planning studies addressing climate change, sea level rise, and coastal resiliency in National City and surrounding areas. Assess relevance of existing available work to National City and identify technical study gaps needed to prepare for sea level rise and increase coastal resiliency, as well as to improve coastal access and achieve other Coastal Act goals. Determine components of past work suitable for incorporation by reference into the LCP as a part of the proposed LCPA project and identify gaps that would need to be addressed in a future work program.

Subtasks:

2.1 Policy Review

Review the City's Focused General Plan Update, Zoning Code, and Climate Action Plan, and the Port District Port Master Plan and draft Port Master Plan Update to determine what policies and measures should be directly incorporated into the LCP to further coastal resilience and address environmental justice. Prepare a crosswalk showing existing and proposed LCP policies and code sections.

2.2 Technical Document Review

Compile a list of available and relevant technical studies, with short descriptions of content that could be relevant to a comprehensive LCP update. Compare available resources to the resources that other jurisdictions have used for successful LCP updates and assess completeness using the CCC Sea Level Rise Policy Guidance document and other relevant CCC guidance. Identify potential gaps in technical studies that would need to be included in a future scope of work.

Deliverables:

- a. Crosswalk of existing and proposed LCP policies and code sections
- b. Annotated list of current technical studies
- c. Technical Studies Memo to identify gaps in knowledge that could be addressed in a comprehensive LCP update scope of work

Task 3 Targeted LCP Amendments

Prepare track-changes drafts of the LCPA which will include LCP Land Use Plan (LUP) and Implementation Plan (IP) amendments. The proposed amendments will: update and correct internal General Plan and Zoning Code references, include environmental justice and climate change mitigation and resiliency policies drawn from the adopted General Plan Health and Environmental Justice Element, as well as the General Plan Safety Element update and Climate Action Plan update currently underway. The LCPA will also include an updated base map. Additional coastal resiliency, environmental justice, and climate change mitigation and

EXHIBIT A

resiliency baseline policies will be developed if needed, including at a minimum baseline sea level rise policies of the type described by the [Local Government Sea Level Rise Working Group](#), with the expectation that coastal resiliency would be addressed in greater depth as a part of a future anticipated comprehensive LCP update.

Respect the time already spent by the general public and stakeholders on other ongoing planning efforts, including the Focused General Plan Update and the Port Master Plan Update, by acknowledging and summarizing that input. Conduct additional public outreach in a manner consistent with the *CCC Environmental Justice Policy*, and coordinate with CCC staff throughout the process.

Subtasks:

- 3.1 Working Draft LCPA LUP Sections
Prepare components of the draft LCPA LUP in consultation with Coastal Commission staff. Incorporate a new base map showing Coastal Zone boundaries and surrounding jurisdictions.
- 3.2 Working Draft LCPA IP Sections
Prepare components of the draft LCPA IP in consultation with Coastal Commission staff. IP amendments will include updated references to Zoning Code sections and General Plan policies.
- 3.3 Public Review Draft LCPA
Prepare and distribute a Public Review Draft LCPA for public and Coastal Commission staff review for a minimum 6-week period.
- 3.4 Public Outreach
Respect previous outreach efforts by acknowledging and building upon public outreach done for other recent planning programs. Conduct at least two public meetings (in person or virtual to be determined), provide additional online public input opportunities, and post materials to the City's webpage. Proactively engage local stakeholders that have expressed interest in climate resiliency and environmental justice, stakeholders from disadvantaged and low-income communities, and California Native American Tribes.
- 3.5 Revised Public Review Draft LCPA
Prepare edits as needed to the Public Review Draft LCPA that responds to public input and Coastal Commission staff comments as feasible.

Deliverables:

- a. Working Draft LCPA LUP Sections
- b. Working Draft LCPA IP Sections

EXHIBIT A

- c. Public Review Draft LCPA
- d. Public Outreach Meeting Materials and Documentation for Two Public Meetings and Screen Print of Website Content
- e. Revised Public Review Draft LCPA

Task 4 LCP Amendments Adoption and CCC Submittal

- 4.1 Staff Reports
 Prepare staff reports for Planning Commission and City Council, which include summaries of public outreach and outcomes, and responses to CCC comments.
- 4.2 City Council Hearings
 Prepare hearing notices and hold public hearings before the Planning Commission and City Council for review and approval of the LCPA.
- 4.3 Submittal Package
 Prepare the submittal package and submit the adopted LCPA to the CCC for certification.

Deliverables:

- a. Staff Reports to Planning Commission and City Council
- b. Adopted LCPA
- c. LCPA Submittal (City Council-approved LCPA, Ordinance and Resolution, meeting minutes, and public comments)

C. SCHEDULE

Project start/end dates:

Task 1. Project Management	Jan 1, 2023 (or grant agreement execution date) – Dec. 31, 2024
1.1 Project Kick-Off Meeting	January 2023
1.2 Consultant Work Plan	January 2023
1.3 Ongoing project management	Ongoing
Outcome/Deliverables: a. Kick-off Meeting b. Ongoing project management (invoices, progress reports, etc.)	a. December 19, 2022 b. Ongoing
Task 2. Research and Document Review	Jan 1, 2023 (or grant agreement execution date) -- September 29, 2023
2.1 Policy Review	January - March 2023
2.2 Technical Document Review	April - September 2023
Outcome/Deliverables a. Crosswalk of existing and proposed	a. March 31, 2023 b. August 31, 2023

EXHIBIT A

<ul style="list-style-type: none"> policies and code sections b. Annotated list of studies c. Technical Studies Memo 	c. September 29, 2023
Task 3. Targeted LCP Amendments	Jan. 1, 2023 (or grant agreement execution date) -- May 30, 2024
3.1 Working Draft LCPA Land Use Plan Sections	May 30, 2023
3.2 Working Draft LCPA Implementation Plan Sections	July 30, 2023
3.3 Public Review Draft LCPA	November 13, 2023 (six-week minimum public review)
3.4 Public Outreach	January 2023- December 2024
3.5 Revised Public Review Draft LCPA	May 30, 2024 (six-week minimum public review)
Outcome/Deliverables <ul style="list-style-type: none"> a. Working Draft LCPA LUP Sections b. Working Draft LCPA IP Sections c. Public Review Draft LCPA d. Public Outreach Materials e. Revised Public Review Draft LCPA 	<ul style="list-style-type: none"> a. May 30, 2023 b. July 30, 2023 c. November 30, 2023 d. May 30, 2024 e. May 30, 2024
Task 4. LCP Amendments Adoption and CCC Submittal	Start June 2024; End December 2024
4.1 Prepare staff reports	a. June-Sept. 2024
4.2 Hold public hearings and adopt LCPA	b. Sept-November 2024
4.3 Submit adopted LCPA to CCC	December 2024
Outcome/Deliverables <ul style="list-style-type: none"> a. Staff Reports to Planning Commission and City Council b. Adopted LCPA c. LCPA Submittal to CCC 	<ul style="list-style-type: none"> a. Aug. 30, 2024 to PC; Sept. 30, 2024 to CC b. Sept. 28 PC Recommendation; Nov. 10, 2024 City Council adoption c. December 14, 2024

EXHIBIT A**D. BENCHMARK SCHEDULE**

ACTIVITY	COMPLETION DATE
Work Plan	January 31, 2023
Technical Studies Memo	September 29, 2023
LCPA Public Review Draft	November 13, 2023
LCPA Revised Public Review Draft	May 30, 2024
Public Outreach	Ongoing, with materials submitted May 30, 2024
City Council Hearing to Adopt LCPA	November 10, 2024
Coastal Commission LCPA Submittal Package	December 14, 2024

EXHIBIT A1**DEFINITIONS**

1. The term “Agreement”; this Grant Agreement.
2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.
4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
5. The term “Executive Director”; the Executive Director of the Commission.
6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL[®] Specialty License Plate, or California’s Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.
8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.
9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.
10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.
11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.
12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.
13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B**BUDGET**

<i>Jurisdiction Name</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
LABOR COSTS¹			
County/City Staff Labor			
Task 1 – Task name			
Total Labor Costs			\$0
DIRECT COSTS			
County/City Staff Project Supplies			
A			
B, etc.			
Total			\$0
County/City Staff Travel in State²			
Mileage			
Hotel, etc.			
Total			\$0
Consultants³/Partners			
Consultant			
Task 1 – Project Management	\$7,000		\$7,000
Task 2 – Research and Document Review	\$23,000		\$23,000
Task 3 – Targeted LCPA	\$60,000		\$60,000
Task 4 – LCPA Adoption and Submittal	\$10,000		\$10,000
Consultants Total	\$100,000		\$100,000
Total Direct Costs	\$100,000		\$100,000
OVERHEAD/INDIRECT COSTS⁴			
Total County/City Staff Overhead/Indirect Costs			
TOTAL PROJECT COST	\$100,000	\$0	\$100,000

¹ Amount requested should include total for salary and benefits.

² Travel reimbursement rates are the same as similarly situated state employees.

³ All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

⁴ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for “Total Labor.”

EXHIBIT B1

BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Coastal Programs)

1. Request for Funds

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the “RFF Form”), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
- California Coastal Commission
Attn: Kelsey Ducklow
Statewide Planning Division
455 Market St. Suite 300
San Francisco, CA 94105
- C. Each RFF form shall contain the following information:
1. Grantee’s name and address as shown in this Agreement.
 2. Invoice number and date of the RFF
 3. Time period covered by the RFF form during which work was actually done.
 4. Agreement number as shown on this Agreement.
 5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
 6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
 7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
 8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.
- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.
- F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. Budget Contingency Clause

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient

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funds for the Grant Program, this Agreement shall be of no further force and effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENTS**: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.
4. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
6. **NO CREATION OF AGENT RELATIONSHIP**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. **CERTIFICATION CLAUSES**: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.
9. **TIMELINESS**: Time is of the essence in this Agreement.
10. **COMPENSATION**: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. **ANTITRUST CLAIMS**: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT D**Special Terms and Conditions****1. PROJECT EXECUTION:**

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$100,000 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
- F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
- G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

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2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of \$10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

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expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding \$10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

EXHIBIT D**7. REALLOCATION OF FUNDS**

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING" clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1**Local Coastal Program (LCP) Terms and Conditions****Definitions**

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 4.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund.
4. The term “LCP” refers to Local Coastal Program.
5. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s [adopted list of state income limits](#).
7. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

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10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.
19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1**LCP Terms and Conditions****1. PURPOSE OF GRANT FUNDING**

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

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derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks

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of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission's Tribal Consultation Policy ([adopted August 2018](#)).

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

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1. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- | | |
|---|--|
| 1. General Liability:
(Including operations, products and completed operations, as applicable) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee’s insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Sea Level Rise Policy Guidance](#), [Critical Infrastructure Guidance](#), Local Government Working Group [Baseline SLR LCP policies](#), and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's

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Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party "for cause". The term "for cause" shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

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The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

EXHIBIT E**CERTIFICATION (GCC-1/2019)**

The Grantee's signor CERTIFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

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4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

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7. DOMESTIC PARTNERS: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

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Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

1. This amendment (the "Amendment") is made by _____ and _____, parties to the agreement _____ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of _____

By: _____
Printed Name: _____
Title: _____
Dated: _____

Representative of Coastal Commission:

By: _____
Printed Name: _____
Title: _____
Dated: _____

RESOLUTION NO. 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING ESTABLISHING AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$100,000 FOR THE NATIONAL CITY TARGETED LOCAL COASTAL PROGRAM AMENDMENT, REIMBURSABLE THROUGH THE LOCAL COASTAL PROGRAM LOCAL ASSISTANCE GRANT PROGRAM APPROVED BY THE CALIFORNIA COASTAL COMMISSION.

WHEREAS, the targeted Local Coastal Program Amendments (LCPA) will amend the Local Coastal Program (LCP) Land Use Plan (LUP) and Implementation Plan (IP), which are planning documents that identify the location, type, densities, and other ground rules for future development in the Coastal Zone; and

WHEREAS, the Local Coastal Program (LCP), including the Land Use Plan (LUP) and the Implementation Plan (IP), were originally certified by the Coastal Commission, which were both last amended in 1997; and

WHEREAS, the Coastal Zone of National City is controlled by three separate agencies: the San Diego Unified Port District (Port District), the United States Navy, and the City of National City; and

WHEREAS, the land controlled by the Port District is identified in the Port Master Plan, which is currently being updated. Federal lands under the jurisdiction of the US Navy are under the jurisdiction of the Federal Coastal Zone Management Act; and

WHEREAS, the proposed amendments are important in order to bring the City's coastal zoning policies up to date with the current Municipal Code, which has changed significantly since 1997, particularly with regard to land use; and

WHEREAS, the proposed LCPA would also address coastal resilience and environmental justice by incorporating resilience and environmental justice policies within the adopted General Plan Health and Environmental Justice Element, with updates currently being developed as a part of a Focused General Plan Update; and

WHEREAS, on January 17, 2023, the Planning Manager and the California Coastal Commission executed the grant in the amount of \$100,000 for the National City Targeted Local Coastal Program Amendment which is valid from January 1, 2023, and will expire on December 31, 2024; and

WHEREAS, the grant funds will be used to cover the City's consultant costs to prepare the National City Targeted Local Coastal Program Amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes establishing an appropriation and corresponding revenue budget in the amount of \$100,000 for the National City Targeted Local Coastal Program Amendment, reimbursable through the Local Coastal Program Local Assistance Grant Program approved by the California Coastal Commission.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 2nd day of May, 2023.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney