

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



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, OCTOBER 16, 2018 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**ALBERT MENDIVIL**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

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

*Meeting agendas and  
minutes available on web*

**WWW.NATIONALCITYCA.GOV**

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

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

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

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

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

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

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

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

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

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

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

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

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

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

**PROCLAMATIONS**

1. [Marisa B. Ugarte, Bilateral Safety Corridor Coalition Day](#)

**AWARDS AND RECOGNITIONS**

2. [Recognition of KirE Builders, Inc. for their Participation in the Adopt-A-Place Program. \(Housing & Economic Development\)](#)

**PRESENTATIONS**

**INTERVIEWS / APPOINTMENTS**

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

**CONSENT CALENDAR**

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. [Approval of the Minutes of the Special Meetings of the City Council of the City of National City of March 26, 2018 and October 2, 2018 and the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of May 15, 2018. \(City Clerk\)](#)
6. [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Dick Miller, Inc. for the Citywide Alley Improvements Project, CIP No. 16-11; 2\) approving the final contract amount of \\$987,241.97; 3\) authorizing the release of retention in the amount of \\$49,362.10 from the Dick Miller Inc.'s escrow account; and 4\) authorizing](#)

- the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)
7. Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence located on 1039 "D" Avenue (TSC No. 2018-23). (Engineering/Public Works)
  8. Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 2229 E. 4th Street (TSC No. 2018-24). (Engineering/Public Works)
  9. Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 927 "C" Avenue (TSC No. 2018-25). (Engineering/Public Works)
  10. Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 318 "F" Avenue (TSC No. 2018-26). (Engineering/Public Works)
  11. Resolution of the City Council of the City of National City: 1) authorizing the acceptance of the County of San Diego's Community Enhancement Program grant funds of \$10,000 for the special event "A Kimball Holiday and Tree Lighting Ceremony", with no matching funds required; 2) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego to receive FY19 Community Enhancement Program grant funds; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget. (Community Services)
  12. Resolution of the City Council of the City of National City delegating authority to the City Manager to make disability determinations under Government Code Section 21173; to make disability application on behalf of the City of National City pursuant to Government Code section 21152(c) for disability retirement for all employees; and to initiate requests for reinstatement of such employees who are retired for disability, and to certify such determinations to the California Public Employee Retirement System (CalPERS). (Human Resources)
  13. Temporary Use Permit - Harvest Fest hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 31, 2018 from 6:00 p.m. to 9:00 p.m. with no waiver of fees. (Neighborhood Services)
  14. Investment transactions for the month ended July 31, 2018. (Finance)

15. [Warrant Register #11 for the period of 09/05/18 through 09/11/18 in the amount of \\$1,954,603.89. \(Finance\)](#)
16. [Warrant Register #12 for the period of 09/12/18 through 09/18/18 in the amount of \\$1,344,046.41. \(Finance\)](#)

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

17. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City adding Chapter 2.63 to the National City Municipal Code regarding contractor responsibility requirements for public works construction. \(Engineering/Public Works\)](#)

### **NON CONSENT RESOLUTIONS**

18. [Resolution of the City Council of the City of National City: 1\) awarding a contract to Whillock Contracting, Inc. in the amount of \\$5,219,250 for the Paradise Creek Park Site Remediation and Improvements, CIP No. 18-07; 2\) authorizing a 25% contingency in the amount of \\$1,304,812.50 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)
19. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a three year Service Agreement with IPS Group, Inc., for a not-to-exceed amount of \\$320,000 to provide Parking Management and Enforcement solutions. \(Engineering/Public Works\)](#)
20. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 1430 East 24th street, commonly known as the Wallace-Dickinson House. \(Applicant: Stepheni Norton\) \(Case File 2018-10 M\) \(Planning\)](#)
21. [Resolution of the City Council of the City of National City declaring a Shelter Crisis in the City of National City within the meaning of Government Code Section 8698, et seq., and authorizing the City Manager to execute any Homeless Emergency Aid Program \(HEAP\) applications, agreements and associated documents necessary to apply for and secure HEAP funds to address said Shelter Crisis as provided for in Senate Bill 850 \(Chapter 48, Statutes of 2018 and Government Code Section 8698.2\). \(Housing & Economic Development\)](#)
22. [Resolution of the City Council of the City of National City adopting City Council Policy No. 904, Housing Loan Subordination Policy \(Homebuyer and Single-Family Rehabilitation Assistance Loans\). \(Housing & Economic Development\)](#)

23. [Resolution of the City Council of the City of National City to initiate the designation of historic properties as recommended by the National City Historical Society and based on historic properties surveys. \(Planning\)](#)

## **NEW BUSINESS**

24. [Request by the National City Historical Society for notification of building permit applications involving properties that may have features of historic value. \(Planning\)](#)
25. [Temporary Use Permit - "Beer Without Borders, Volume 4" hosted by Machete Beer House on November 10, 2018 from 4:00 p.m. to 1:30 a.m. at Machete Beer House, 2325 Highland Avenue with no waiver of fees. \(Neighborhood Services\)](#)

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

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

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

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

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

## **C. REPORTS**

### **STAFF REPORTS**

### **MAYOR AND CITY COUNCIL**

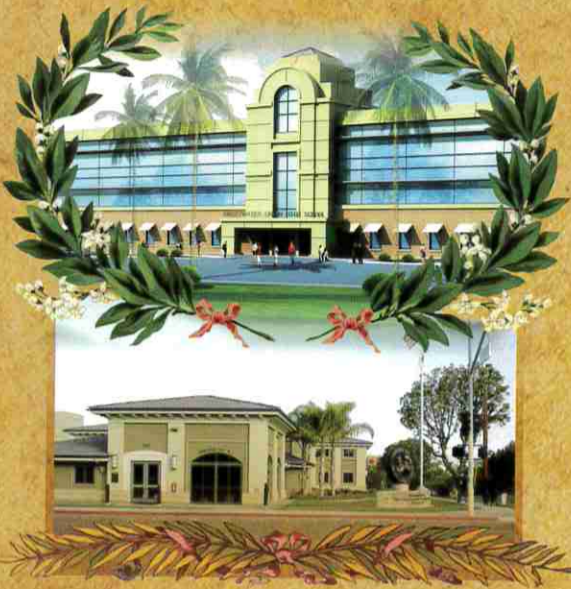
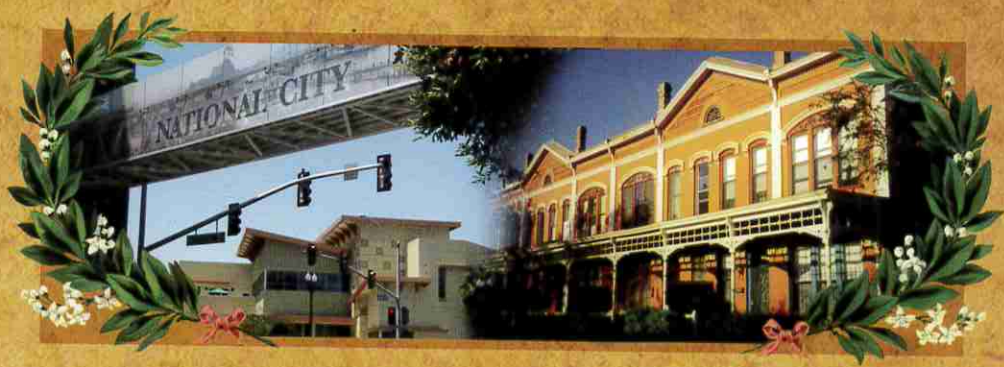
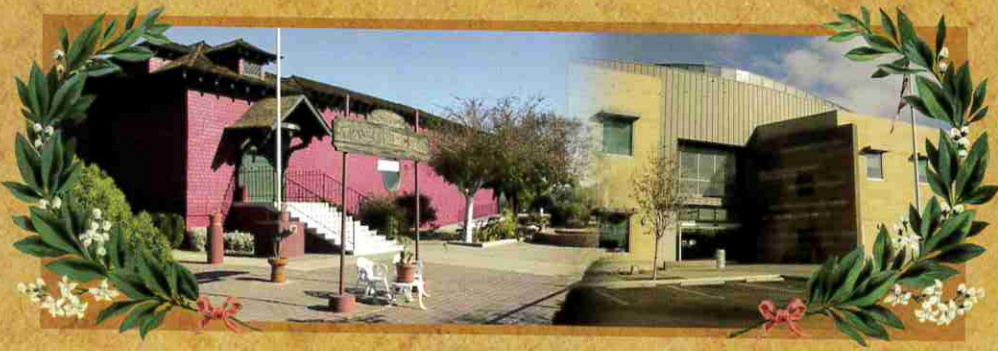
### **CLOSED SESSION REPORT**

### **ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - November 20, 2018 - 6:00 p.m. - Council Chamber - National City, California.

No City Council Meeting on November 6, 2018 due to the Election pursuant to National City Municipal Code 2.04.020

The following page(s) contain the backup material for Agenda Item: [Marisa B. Ugarte, Bilateral Safety Corridor Coalition Day](#)  
Please scroll down to view the backup material.



# Proclamation



**WHEREAS:** For over 25 years, Marisa B. Ugarte has been involved in the struggle to find an escape for victims of human trafficking, people whom she considers the most vulnerable in our border region; and

**WHEREAS:** Ugarte serves as the executive director of the Bilateral Safety Corridor Coalition a nonprofit organization which she established to prevent and eradicate human trafficking through intervention and support for victims of this practice; and

**WHEREAS:** Bilateral Safety Corridor Coalition began operating in 1997 as a team of volunteers and officially incorporated as a nonprofit in 2002. Since then, this human aid organization carries out the mission of advancing toward a world where there is no exploitation and where the lives of women, men, and children are protected and held in high esteem because human trafficking isn't limited to sex work, but also there is hard labor, domestic services, restaurant work, massage parlors work and construction work; and

**WHEREAS:** Marisa Ugarate and the Bilateral Safety Corridor Coalition team are creating partnerships with libraries since you can find minors there who are in vulnerable situations, they are also looking to expand their assistance to victims of hate crimes because they can find themselves in lack of help at times; and

**WHEREAS:** Marisa Ugarte's and the Bilateral Safety Corridor Coalition's work has improved the quality of life of hundreds of people since 2005.

**NOW THEREFORE, BE IT PROCLAIMED,** I, Ron Morrison, Mayor of the City of National City, by virtue of the authority vested in me by the City of National City, hereunto set my hand and affix the official seal and together with the City Council do hereby proclaim October 16, 2018 as:

## Marisa B. Ugarte Bilateral Safety Corridor Coalition Day

As the Mayor of National City, I call upon all citizens of the City of National City to take a moment to learn more about human trafficking to become part of the effort to combat this problem of sexual exploitation and related crimes!

**Ron Morrison**  
Mayor

Albert Mendivil  
Vice-Mayor

Jerry Cano  
Councilmember

Mona Rios  
Councilmember

Alejandra Sotelo-Solis  
Councilmember





The following page(s) contain the backup material for Agenda Item: [Recognition of KirE Builders, Inc. for their Participation in the Adopt-A-Place Program. \(Housing & Economic Development\)](#)

Please scroll down to view the backup material.

**Item #** \_\_\_\_\_

**10/16/18**

**Recognition of KirE Builders, Inc. for their participation in  
the Adopt-A-Place Program**

(Housing and Economic Development)

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

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Interviews and Appointments: Various Boards & Commissions. (City Clerk)

**PREPARED BY:** Michael R. Dalla |

**DEPARTMENT:** City Clerk

**PHONE:** 619-336-4226 |

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

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.** |

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

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Interview and appoint as desired.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Explanation  
Applications |

**BOARDS & COMMISSIONS – CURRENT VACANCIES AND EXPIRED TERMS**  
**October 16, 2018**

**CIVIL SERVICE COMMISSION**

**(Appointing Authority: City Council)**

There is one (1) expiring term on the Civil Service Commission (**William Sendt**), and there is one applicant (**Paul Wapnowski**).

<u>Name</u>	<u>Interviewed</u>
Paul Wapnowski	No

**COMMUNITY AND POLICE RELATIONS COMMISSION - CPRC**

**(Appointing Authority: Mayor, subject to confirmation by City Council and successful completion of a background check)**

There are two (2) vacancies on the CPRC. There are four (4) applicants (**Coyote Moon, Michael Montoya, Michael Lesley and Andy Sanchez**).

<u>Name</u>	<u>Interviewed</u>
Coyote Moon	Yes (currently on Traffic Safety)
Michael Montoya	No
Michael Lesley	No
Andy Sanchez	Yes

**LIBRARY BOARD OF TRUSTEES**

**(Appointing Authority: Mayor subject to confirmation by City Council)**

There is one (1) vacancy on the Library Board and two (2) expiring terms (**Gloria Bird and Deborah Hernandez**). **Deborah Hernandez** requests reappointment. There are no new applicants.

<u>Name</u>	<u>Interviewed</u>
Deborah Hernandez	Incumbent

**PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD (PRSCAB)**

**(Appointing Authority: Mayor subject to confirmation by City Council)**

There is one vacancy (**Saragosa**) and two (2) expiring terms on the PRSCAB (**Florina Arce and Luz Molina-Lopez**). **Luz Molina-Lopez** has requested to be reappointed. There are no applicants.

<u>Name</u>	<u>Interviewed</u>
Luz Molina-Cruz	Incumbent

**PUBLIC ART COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)**

There is one (1) expired term (**Micaela Polanco**) on the Public Art Committee. **Micaela Polanco** does not wish re-appointment. There are no applicants.

**TRAFFIC SAFETY COMMITTEE**

**(Appointing Authority: Mayor, subject to confirmation by City Council)**

There is one (1) vacancy on the Traffic Safety Committee and one (1) applicant.

<u>Name</u>	<u>Interviewed</u>
Gloria Pangelinan	No

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

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

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

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

Name: Paul Wapnowski E-Mail: pwapnowski@gmail.com  
 Home Address: 2120 B Avenue Tel. No.: 619-405-0175  
 Business Affiliation: None Title: Classroom Teacher  
 Business Address: 2900 Highland Avenue Tel. No.: 619-474-9700

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Length of Residence in National City: 10 YRS San Diego County: 41 YRS California: 41 YRS

Educational Background: AA Liberal Arts (SDCC) BA Sociology (SDSU) MA Educational Leadership (Plymouth State University)

Occupational Experience: None

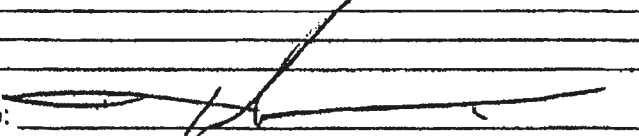
Professional or Technical Organization Memberships: None

Civic or Community Experience, Membership, or Previous Public Service Appointments: As GM of the Holiday Inn and Head baseball coach at Sweetwater High School, I have had experience in engaging community groups in various context.

Experience or Special Knowledge Pertaining to Area of Interest: None

Have you ever been convicted of a felony crime? No:  Yes:  misdemeanor crime? No:  Yes:

If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date: 08/13/2018 Signature: 

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

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

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



**Montgomery Adult School**  
Imperial Beach Adult Education Center  
3240 Palm Avenue, San Diego, CA 92154-1598  
Tel: (619) 600-3800 Fax: (619) 423-7876



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Principal: Wesley Braddock  
E-mail: wesley.braddock@sweetwaterschools.org

School Administrative Assistant: Samantha Barba  
E-mail: samantha.barba@sweetwaterschools.org

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To Whom It May Concern,

It is indeed my pleasure to write this letter of recommendation for Mr. Paul Wapnowski as he applies for a position as "citizen appointee" on the National City Planning Commission.

I've known Paul since the early 90's when he was my student during my days as a teacher at Sweetwater High School. Later, I had the good fortune to hire him as a member of the teaching staff at that same school. He has always wanted to "come back to give back" to his school and now, his community.

Paul was born and raised in National City and is passionate about both its past and clearly, its future. He has a daughter who attends elementary school in the National School District and for that reason, as well as too many other reasons to list here, Paul has a vested interest in the city that he dearly loves.

I personally believe that Paul would be an excellent choice for your Commission. I hope that you give his application great consideration.

Feel free to contact me if you have any questions or need clarification on any of the aforementioned points.

Sincerely,

Principal  
Montgomery Adult School

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

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

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

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

Name: Coyote moon E-Mail: coyotemoon@gmail.com

Home Address: 2219 E 11th St. Tel. No.: (619) 540-5473

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

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

Length of Residence in National City: 16+3 San Diego County: 63yrs California: 63yr

Educational Background: Bachelors Information Systems

Occupational Experience: Energy Industry, power plant operator, portfolio manager, trader, scheduler

Professional or Technical Organization Memberships: \_\_\_\_\_

Civic or Community Experience, Membership, or Previous Public Service Appointments:  
Traffic Commission


Experience or Special Knowledge Pertaining to Area of Interest: No police experience, and no criminal experience, so no big, open mind and critical thinking skills

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

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Date: Jun 20, 2018

Signature: 

Office of the City Clerk  
City of National City

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

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

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



**Supplemental Application:**  
**National City Community and Police Relations Commission**

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. The Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No:  Yes:

Have you been convicted of a misdemeanor: No:  Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.


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There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

\*\* See attached table

  
Coyote Mason

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CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

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

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

Name: Michael Angelo Montoya E-Mail: Milce.montoya2912@gmail.com

Home Address: 3309 Stockman St Tel. No.: 619 559-0748

Business Affiliation: Longshoreman local 29 Title: Long shoreman

Business Address: 1000 Bay marina dr, N.C. 91950 Tel. No.:

Length of Residence in National City: 40+ yrs San Diego County: California:

Educational Background: Graduated Sweetwater High 3yrs Southeastern College

Occupational Experience:

Professional or Technical Organization Memberships:

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Have Family in Law enforcement

Experience or Special Knowledge Pertaining to Area of Interest: Law abiding citizen was interviewed during Bob Filner's various hearings for part commission

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

Date: 10 9 - 2018

Signature: Michael Angelo Montoya

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

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

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

**Supplemental Application:**  
**National City Community and Police Relations Commission**

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Have you ever been convicted of a felony crime: No:  Yes:

Have you been convicted of a misdemeanor: No:  Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

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Disqualifying criteria for Community and Police Relations Commissioner:

\*\* See attached table

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

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

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

Name: Michael Lesley E-Mail: Mike@Dickinson.Farm

Home Address: 1430 East 24th Street, National City, CA 91950 Tel. No.: (619) 512-2281

Business Affiliation: Title:

Business Address: Tel. No.:

Length of Residence in National City: 6.5 yrs San Diego County: 11 yrs California: 37 yrs

Educational Background:

Occupational Experience: Small business owner

Professional or Technical Organization Memberships:

Civic or Community Experience, Membership, or Previous Public Service Appointments: Judge, Maytime Band Review

Experience or Special Knowledge Pertaining to Area of Interest:

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

N/A

Date: 10/09/2018

Signature: [Handwritten Signature]

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

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

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

RECEIVED CITY OF NATIONAL CITY 2018 OCT - 9 P 3 47

**Supplemental Application:**  
**National City Community and Police Relations Commission**

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. The Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No:  Yes:

Have you been convicted of a misdemeanor: No:  Yes:

if any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

N/A

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There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

\*\* See attached table

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

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

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

Name: ANDY Y. SANCHEZ E-Mail: asanchezwtg@gmail.com

Home Address: 6889 PANAMINT ROW, SAN DIEGO, CA 92139 Tel. No.: (619) 957-8427

Business Affiliation: Unit #2 Title:

Business Address: Tel. No.:

Length of Residence in National City: 945 San Diego County: 22423 California: 30425

Educational Background: SOUTHWESTERN COLLEGE - 1 YEAR, HIGH SCHOOL DIPLOMA

Occupational Experience: INSURANCE AGENT, SECURITY GUARD

Professional or Technical Organization Memberships: WORLD FINANCIAL GROUP, SOUTH BAY HEALTH & INSURANCE SERVICES

Civic or Community Experience, Membership, or Previous Public Service Appointments: NATIONAL CITY POLICE EXPLORER 2004-2009

Experience or Special Knowledge Pertaining to Area of Interest: MCOO EXPLORER

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

Date: 05/14/2018 Signature: Andy Sanchez

Please feel free to provide additional information or letters of endorsement. Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

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

RECEIVED CITY CLERK JUN 12 2018 CITY OF NATIONAL CITY

**Supplemental Application:**  
**National City Community and Police Relations Commission**

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. The Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No:  Yes:   
Have you been convicted of a misdemeanor: No:  Yes:

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

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*There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.*

Disqualifying criteria for Community and Police Relations Commissioner:

**\*\* See attached table**

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT  
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

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

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

Name: Gloria D. Pangelinan E-Mail: gdpangelinan@hotmail.com

Home Address: 2021 N Avenue, National City, Ca 91950 Tel. No.:  (cell) 619-808-5347

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

Business Address: N/A Tel. No.: \_\_\_\_\_

Length of Residence in National City: 1988, San Diego County: 1977, California: 1964

Educational Background: Two Associate Degrees from Southwestern CCD

Occupational Experience: Previous administrative/clerical experience in Human Resources, Payroll Svcs, Risk Mgmt, and Title V (Soft Money Funding Source) at Southwestern CCD

Professional or Technical Organization Memberships: None

Civic or Community Experience, Membership, or Previous Public Service Appointments: Active Volunteer with Meals on Wheels; Norman Senior Center Participant (Chula Vista); community volunteer with AARP (local south bay metro chapter)

Experience or Special Knowledge Pertaining to Area of Interest: Active senior citizen with my own car commuting everyday throughout National City and the neighboring communities at all times during day and night. I am keenly aware of the roads conditions, traffic situations, bus stop locations, and pedestrian foot traffic.

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

Date: 10/8/18

Signature: Gloria D. Pangelinan



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

Please scroll down to view the backup material.

Item # \_\_\_\_  
10/16/18

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Special Meetings of the City Council of the City of National City of March 26, 2018 and October 2, 2018 and the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of May 15, 2018. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # \_\_\_\_  
10/16/18

**APPROVAL OF THE MINUTES OF THE SPECIAL MEETINGS  
OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
OF MARCH 26, 2018 AND OCTOBER 2, 2018 AND  
THE REGULAR MEETING OF THE CITY COUNCIL AND  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING  
AUTHORITY OF THE CITY OF NATIONAL CITY OF  
MAY 15, 2018.**

(City Clerk)

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

**HOUSING WORKSHOP**

**March 26, 2018**

The Special Meeting of the City Council of the City of National City was called to order at 4:06 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis  
Administrative Officials present: Dalla, Deese, Morris-Jones, Stevenson, Vergara.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**CITY WIDE HOUSING ADMIN (303-4-1)**

1. Housing Workshop – Presentation – Comprehensive Local Housing Strategy (City Manager)

**STAFF PRESENTATION:** Brad Raulston, National City Assistant City Manager, gave an overview of the meeting and reviewed the challenges involved in developing a Comprehensive Local Housing Strategy and Proposed Local Housing Objectives.

Seth Litchney, Senior Regional Planner for the San Diego Association of Governments (SANDAG) gave a presentation on the Regional Housing Needs Assessment (RHNA) prepared by SANDAG.

Ray Pe, National City Principal Planner, reviewed the Housing Element in National City's General Plan.

Debbie Ruane, Executive Vice President and Chief Strategy Officer for the San Diego Housing Commission, reviewed the Housing Commissions Major Programs, Current Housing Situation, and the San Diego Housing Production Objectives for the period 2018 – 2028.

Carlos Aguirre, National City Acting Director of Housing and Economic Development, reviewed National City's Housing Programs and potential funding sources to address housing needs.

Alfredo Ybarra, Acting Deputy City Manager, presented information on Rent Control/Stabilization and related programs in California.

Martin Reeder, National City Acting Planning Director, reviewed National City Plans and current projects related to housing issues.

**TESTIMONY:** Fifteen speakers offered testimony both in support and against rent control and offered various suggestions on how to address National City's housing needs and the current housing crisis.

**CITY WIDE HOUSING ADMIN (303-4-1) (cont.)**

1. Housing Workshop – Presentation – Comprehensive Local Housing Strategy (City Manager) (cont.)

**ACTION:** No vote was taken. Members of the City Council asked questions; expressed various individual concerns and opinions regarding rent control, the housing crisis, the need to be creative in seeking solutions, the importance of having mixed rate housing choices, gentrification and displacement of residents. The consensus was the need to get additional information and come back with some practical incentives and actions that can be taken to address housing issues.

Note: All presentations are attached as Exhibit “A”.

**ADJOURNMENT**

Motion by Sotelo-Solis, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held - Tuesday – April 3, 2018 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

Next Regular City Council Meeting: Tuesday, April 3, 2018, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

The meeting closed at 6:55 p.m.

\_\_\_\_\_  
City Clerk

The foregoing minutes were approved at the Regular Meeting of October 16, 2018.

\_\_\_\_\_  
Mayor

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

**May 15, 2018**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:24 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Denham, Duong, Manganiello, Morris-Jones, Mosley, Parra, Raulston, Roberts, Rodriguez, Vergara, Williams, Ybarra.  
Others present: City Treasurer Mitch Beauchamp.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**PUBLIC COMMENTS**

Bert Andrade, National City, mentioned the upcoming Memorial Day holiday and shared his naval experiences during the Korean War.

Michele Krug, San Diego, expressed her displeasure with some members of the City Council.

Angelica Carrillo and Jacqueline Reynoso, National City Chamber of Commerce, discussed the purpose and goal of the Chamber of Commerce Permit Process Improvement Task Force and requested the topic be added to the next agenda for discussion.

Raymond Lomeli, National City, said that National City needs a change and spoke in support of Alejandra Sotelo-Solis becoming the next Mayor.

**PRESENTATIONS**

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2018  
(102-10-13)**

1. National City's Community Enhancement Grant Update by the National City Chamber of Commerce. (Jacqueline Reynoso, President/CEO, National City Chamber of Commerce)
2. Recap of Community Service Day event held on Saturday, April 28, 2018. (Elyana Delgado, Recreation Center Supervisor and Juanita Castaneda, Recreation Center Supervisor, Community Services)

## INTERVIEWS / APPOINTMENTS

### BOARDS & COMMISSIONS ADMIN (101-1-1)

3. Interviews and Appointments: Appointment of an Alternate member to the Bay Shore Bikeway Working Group. (City Clerk)  
**ACTION:** Motion by Sotelo-Solis, seconded by Rios to appoint Member Rios as alternate member. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Absent: None. Abstain: None.  
Motion by Morrison, seconded by Cano, to appoint Member Cano as alternate member and Vice Mayor Mendivil as primary member. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Absent: None. Abstain: None.

## CITY COUNCIL

### CONSENT CALENDAR

**ADOPTION OF CONSENT CALENDAR.** Item No. 4 (NCCMC), Item No. 5 (Minutes), Item Nos. 6 through 18 (Resolution Nos. 2018-69 through 2018-81), Item Nos. 19 and 20 (Temporary Use Permits), Item Nos. 21 and 22 (Warrant Registers). Motion by Mendivil, seconded by Sotelo-Solis, to approve the Consent Calendar except for Item Nos. 15 through 17. Carried by unanimous vote.

### MUNICIPAL CODE 2018 (506-2-33)

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

### APPROVAL OF MINUTES (103-2-1)

5. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF FEBRUARY 6, 2018 AND THE MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF FEBRUARY 20, 2018. (City Clerk)  
**ACTION:** Approved. See above.

### CONTRACT (C2011-03)

### GRANT / PUBLIC SAFETY (206-4-27)

6. Resolution No. 2018-69. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE FY 2017 OPERATION STONEGARDEN GRANT IN THE AMOUNT \$44,000, AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE



**CONSENT CALENDAR (cont.)**

**CONTRACT (C2011-03)**

**GRANT / PUBLIC SAFETY (206-4-27)**

6. Resolution No. 2018-69 (continued). AGREEMENT FOR THE AWARD OF THE GRANT FUNDS AND SIGN GRANT DOCUMENTS INDEMNIFYING THE GRANTING AGENCY AGAINST ANY LIABILITY ARISING FROM GRANT RELATED OPERATIONS, AND AUTHORIZING THE ESTABLISHMENT OF THE POLICE DEPARTMENT GRANTS FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET, IN THE AMOUNT OF THE GRANT FOR REIMBURSEMENT OF OVERTIME, FRINGE BENEFITS AND MILEAGE FOR PROGRAMMATIC OPERATIONS. (Police)

**ACTION:** Adopted. See above.

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

7. Resolution No. 2018-70. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE FILING OF ELEVEN (11) GRANT APPLICATIONS THROUGH THE SAN DIEGO ASSOCIATIONS OF GOVERNMENTS (SANDAG) ACTIVE TRANSPORTATION GRANT PROGRAM (ATGP) AND SMART GROWTH INCENTIVE PROGRAM (SGIP); 2) ACCEPTING THE TERMS OF THE GRANT AGREEMENTS; 3) COMMITTING TO PROVIDING THE LOCAL MATCH AMOUNTS IDENTIFIED FOR EACH PROJECT IF GRANT AWARDS ARE MADE BY SANDAG; AND 4) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE GRANT AGREEMENTS IF SELECTED FOR FUNDING. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONTRACT (C2017-02)**

8. Resolution No. 2018-71. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY "A GOOD SIGN AND GRAPHICS CO." FOR THE WAYFINDING SIGNAGE PROJECT, CIP NO. 16-13; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$335,086.54; 3) AUTHORIZING THE RELEASE OF RETENTION IN THE AMOUNT OF \$16,754.33; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. CONTRACT FUNDED THROUGH SANDAG SMART GROWTH INCENTIVE PROGRAM GRANT AND PORT OF SAN DIEGO CAPITAL IMPROVEMENT PROGRAM GRANT. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**CONTRACT (C2014-51)**

9. Resolution No. 2018-72. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO THE CITY OF POWAY URBAN FORESTRY MAINTENANCE SERVICES CONTRACT WITH WEST COAST ARBORIST, INC. (WCA) TO AWARD AN AGREEMENT FOR THE PURCHASE OF 1,700 TREES AND TO PROVIDE PLANTING AND INITIAL MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$297,500, FUNDED BY A CAL FIRE URBAN AND COMMUNITY FORESTRY GRANT. (Engineering/Public Works)

**ACTION:** Adopted. See above.

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

10. Resolution No. 2018-73. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$333,000 AND CORRESPONDING REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT EXPENDITURES THROUGH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S (CALTRANS) SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM FOR COMPLETION OF THE NATIONAL CITY INTRA-CONNECT PLAN (Integrating Neighborhoods with Transportation Routes for All). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**PARKING & TRAFFIC CONTROL ADMIN 2018 (801-2-40)**

11. Resolution No. 2018-74. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF RED CURB "NO PARKING" ON THE NORTH SIDE OF THE 200 BLOCK OF E. 24TH STREET ADJACENT TO THE TWO DRIVEWAYS OF PARKING LOT "S" OF NATIONAL CITY PARK APARTMENTS, LOCATED AT 2323 "D" AVENUE, IN ORDER TO ENHANCE SAFETY AND VISIBILITY FOR DRIVERS EXITING THE APARTMENT DRIVEWAYS (TSC No. 2018-04). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**PARKING & TRAFFIC CONTROL ADMIN 2018 (801-2-40)**

12. Resolution No. 2018-75. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CONVERSION OF 4-HOUR PARALLEL PARKING TO "30-MINUTE" PARKING LOCATED ON THE SOUTH SIDE OF THE 100 BLOCK OF W. 33RD STREET IN FRONT OF NATIONAL/54 SELF STORAGE TO INCREASE PARKING TURNOVER FOR CUSTOMERS (TSC No. 2018-05). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**PARKING & TRAFFIC CONTROL ADMIN 2018 (801-2-40)**

13. Resolution No. 2018-76. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE LOCATED AT 254 E. 31ST STREET (TSC No. 2018-06). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**PARKING & TRAFFIC CONTROL ADMIN 2018 (801-2-40)**

14. Resolution No. 2018-77. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF ALL-WAY STOP CONTROL AT THE INTERSECTION OF E. 22ND STREET AND "A" AVENUE IN RESPONSE TO SAFETY CONCERNS BY AREA RESIDENTS (TSC No. 2018-07). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**COUNCIL POLICY ADMIN (102-13-1)**

15. Resolution No. 2018-78. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DELETING THE CITY OF NATIONAL CITY POLICY CONCERNING SEXUAL AND OTHER FORMS OF HARASSMENT AND APPROVING THE ADOPTION OF SAID POLICY AS COUNCIL POLICY 604 - DISCRIMINATION AND HARASSMENT. (Human Resources)

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

Substitute motion by Mendivil, seconded by Cano, to continue item to consider including changes suggested by the Mayor. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Absent: None. Abstain: None.

**CONSENT CALENDAR (cont.)**

**COUNCIL POLICY ADMIN (102-13-1)**

16. Resolution No. 2018-79. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING REVISIONS TO THE CITY OF NATIONAL CITY WORKPLACE VIOLENCE AND SECURITY POLICY AND APPROVING THE ADOPTION OF SAID POLICY AS COUNCIL POLICY 605. (Human Resources)

**ACTION:** Motion by Sotelo-Solis, seconded by Rios, to adopt the Resolution and direct staff to amend Council Policy 605 to include elected officials as part of the policy. Carried by unanimous vote.

**COUNCIL POLICY ADMIN (102-13-1)**

17. Resolution No. 2018-80. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REVISING THE CITY OF NATIONAL CITY POLICY CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE AND APPROVING THE ADOPTION OF SAID POLICY AS COUNCIL POLICY 606 - ALCOHOL AND DRUG-FREE WORKPLACE POLICY. (Human Resources)

**ACTION:** Motion by Rios, to adopt the Resolution and to include elected officials in Council Policy 606. Motion died for lack of a second.

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

**CONTRACT (C2017-21)**

18. Resolution No. 2018-81. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM LOAN AND GRANT AGREEMENT DOCUMENTS SOLELY FOR THE PURPOSE OF APPLYING THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENTS UPDATED 2017 UNIFORM MULTIFAMILY REGULATIONS TO THE PARADISE CREEK II AFFORDABLE HOUSING PROJECT OF 92 RENTAL UNITS LOCATED AT 2010 AND 2030 HOOVER AVENUE IN NATIONAL CITY. (Housing & Economic Development)

**ACTION:** Adopted. See above.

**TEMPORARY USE PERMITS 2018 (203-1-34)**

19. Temporary Use Permit - Fun Zone Inflatables hosted by Fun Zone at Westfield Plaza Bonita Mall from May 17, 2018 thru September 3, 2018 with no waiver of fees. (Neighborhood Services)

**ACTION:** Approved. See above.

**CONSENT CALENDAR (cont.)**

**TEMPORARY USE PERMITS 2018 (203-1-34)**

20. Temporary Use Permit - Saint Anthony of Padua Parish Festival at 1816 Harding Avenue from June 09, 2018 to June 10, 2018 with no waivers of fees. (Neighborhood Services)

**ACTION:** Approved. See above.

**WARRANT REGISTER JULY 2017 - JUNE 2018 (202-1-32)**

21. Warrant Register #40 for the period of 03/28/18 through 04/03/18 in the amount of \$1,397,013.91. (Finance)

**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2017 - JUNE 2018 (202-1-32)**

22. Warrant Register #41 for the period of 04/04/18 through 04/10/18 in the amount of \$2,065,780.09. (Finance)

**ACTION:** Ratified. See above.

**PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

**NON CONSENT RESOLUTIONS**

**POLITICAL SUPPORT ADMIN - INITIATIVES (102-4-1)**

23. Resolution No. 2018-82. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) SUPPORTING PROPOSITION 69 WHICH PREVENTS NEW TRANSPORTATION FUNDS FROM BEING DIVERTED FOR NON-TRANSPORTATION PURPOSES, 2) OPPOSING ATTORNEY GENERAL #17-0033 NOVEMBER BALLOT PROPOSITION REPEALING SB1, WHICH RAISES FUNDS FOR TRANSPORTATION PROJECTS THROUGH THE ROAD REPAIR AND ACCOUNTABILITY ACT (RMRA) OF 2017, AND 3) SUPPORTING THE COALITION TO PROTECT LOCAL TRANSPORTATION IMPROVEMENTS, ALLOWING THE CITY OF NATIONAL CITY TO BE LISTED AS A MEMBER AGENCY. THE CITY OF NATIONAL CITY IS PROJECTED TO RECEIVE \$1,016,456 IN RMRA FUNDS FOR LOCAL TRANSPORTATION PROJECTS IN FISCAL YEAR 2019 THROUGH SB1. (Engineering/Public Works)

**RECOMMENDATION:** Adopt Resolution, 1) supporting Proposition 69 which prevents new transportation funds from being diverted for non-transportation purposes, 2) opposing Attorney General #17-0033 November ballot proposition repealing SB1, and 3) supporting the Coalition to Protect Local Transportation Improvements, allowing the City of National City to be listed as a member agency.

**TESTIMONY:** Larry Emerson, National City, spoke in support of the Resolution and supports locking fees through Prop 69.

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

**NON CONSENT RESOLUTIONS (cont.)**

**CONTRACT (C2018-24)**

24. Resolution No. 2018-83. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AUDIO ASSOCIATES OF SAN DIEGO IN THE AMOUNT OF \$154,006, WITH A CONTINGENCY IN THE AMOUNT OF \$20,994, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$175,000 TO UPGRADE THE COUNCIL CHAMBERS AUDIO/VIDEO SYSTEM. (Information Technology) \*\* Companion Item #25\*\*

**RECOMMENDATION:** Execute the Agreement including the contingency amount.

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

**CONTRACT (C2018-25)**

25. Resolution No. 2018-84. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SWAGIT PRODUCTIONS, LLC, TO IMPLEMENT THE AVIOR HIGH DEFINITION REMOTE BROADCAST SYSTEM AND PROVIDE MONTHLY STREAMING AND VIDEO PRODUCTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$62,800. (Information Technology) \*\*Companion Item #24\*\*

**RECOMMENDATION:** Execute the Agreement.

**TESTIMONY:** None.

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

**CONTRACT (C2018-26)**

26. Resolution No. 2018-85. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE STANDARD OFFER, AGREEMENT, AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1430 HOOVER AVENUE IN NATIONAL CITY, IN ORDER TO PROVIDE SECURE STORAGE FOR THE NATIONAL CITY POLICE DEPARTMENT AND OTHER DEPARTMENT'S OVERSIZED VEHICLES AND TRAILERS, FOR A TOTAL SALES PRICE OF \$973,350 AND THE PAYMENT OF CLOSING COSTS NOT TO EXCEED \$10,000 AND \$100,000 FOR TENANT IMPROVEMENTS; AND AUTHORIZING THE ESTABLISHMENT OF A BUDGET APPROPRIATION OF \$200,000 FROM AVAILABLE FUND BALANCE OF THE ASSET FORFEITURE FUND AND \$215,000 FROM AVAILABLE FUND BALANCE OF THE DEVELOPMENT IMPACT FEES FUND. (Housing & Economic Development)

**RECOMMENDATION:** Adopt the Resolution.

## NON CONSENT RESOLUTIONS (cont.)

### CONTRACT (C2018-26)

26. Resolution No. 2018-85 (continued).

**TESTIMONY:** None.

**ACTION:** Motion by Mendivil, seconded by Cano, to adopt the Resolution with clarification made on funding. Carried by unanimous vote.

### RECESS

A recess was called at 8:30 p.m. The meeting reconvened at 8:35 p.m. with all members present.

### ELECTION JUNE 2018 ADMIN (505-7-5)

27. Resolution No. 2018-86. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$38,000 TO THE GENERAL FUND CITY CLERK – ELECTIONS ACCOUNT FROM THE GENERAL FUND FUND BALANCE FOR THE COST OF SIGNATURE VERIFICATION BY THE REGISTRAR OF VOTERS FOR THE JUNE SPECIAL ELECTION, INCREASING THE ELECTION BUDGET FOR THE JUNE SPECIAL ELECTION TO \$103,000. (City Clerk)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

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

### NEW BUSINESS

#### TEMPORARY USE PERMITS 2018 (203-1-34)

28. Temporary Use Permit – Brews Campbell at Machete hosted by Machete Beer House on June 23, 2018 from 5:30 p.m. to 1:30 a.m. at Machete Beer House, 2325 Highland Avenue with no waiver of fees. (Neighborhood Services)

**TESTIMONY:** Eddie Trejo, Owner of Machete Beer House, provided background information on the event and clarified the hours of operation which is until 10:00 p.m. for outside entertainment, and at that point the activities will move inside until 1:30 a.m.

Dr. Quintero and Michael Lesley, National City, spoke in support of the business and the event.

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

## NEW BUSINESS (cont.)

### PLANNING & BUILDING DEPT ADMIN (1104-1-10)

29. Initiation of local historic designation and listing of properties identified in the 2010 historic properties survey. (Planning)

**TESTIMONY:** Six speakers spoke in support.

**ACTION:** Motion by Cano, seconded by Rios, to approve the initiation of nominating properties for consideration to be placed on the local historic designation and historical properties list and to include the SOHO list. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: Sotelo-Solis. Absent: None. Abstain: None.

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

30. Staff Report and Request for City Council Direction - Sample Policies on Ethics, Conduct and Decorum. (City Manager)

**ACTION:** Motion by Sotelo-Solis, to create an ad-hoc committee or working group to develop a draft policy. Motion died for lack of a second.

Motion by Mendivil, seconded by Cano, to go with Option #3 to direct the City Manager to develop and present a draft policy(s) on code of ethics and conduct for Council review. Carried by unanimous vote.

## C. REPORTS

### STAFF REPORTS

#### POLICE DEPT ADMIN (302-4-1)

31. Implementation of Naloxone (Nasal Narcan) for National City Police Officers. (Manuel Rodriguez, Chief of Police, National City Police Department)

City Attorney Angil Morris-Jones gave authorization to the Council to schedule an Adjourned Regular Meeting on July 24<sup>th</sup> at 6:00 p.m., which will be an adjourned meeting from the July 17<sup>th</sup> meeting. The purpose is to add to the agenda for direction to call an election.

**ACTION:** No vote.

### MAYOR AND CITY COUNCIL

Member Mendivil expressed support for a code of conduct and ethics and limiting the length of meetings and displeasure with the kind of comments that occurred during Public Comment.



**MAYOR AND CITY COUNCIL (cont.)**

Member Sotelo-Solis said she shared Member Mendivil's concerns regarding public comments however the First Amendment, protects people's right to say what they want. She said it would be beneficial if the City Manager could notify the Council when a large agenda was coming so they could review it electronically.

Member Rios said it would be helpful to get large agendas earlier in the day and, in terms of ethics and conduct, she feels the Council should take ownership of the meetings and how they conduct themselves.

Mayor Morrison spoke about conduct and respect at meetings and on the public's First Amendment right. He agrees that some of the public comments are negative. Mayor Morrison presented a check for \$19,229 to the City Manager from the Regional Solid Waste Association to be used to augment the City's Trash Rate Stabilization Fund.

**CLOSED SESSION REPORT**

City Attorney Angil Morris-Jones reported that in Closed Session the City Council unanimously accepted a proposed settlement agreement. (See attached Exhibit 'L')

**ADJOURNMENT**

Motion by Sotelo-Solis, seconded by Mendivil, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – June 19, 2018 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - June 19, 2018 - 6:00 p.m. - Council Chambers - National City, California.

The meeting closed at 10:55 p.m.

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City Clerk

The foregoing minutes were approved at the Regular Meeting of October 16, 2018.

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Mayor

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BUDGET SCHEDULE - FY 2019:

Tuesday, May 29, 2018, 5:00 p.m. - Budget Workshop

Tuesday, June 19, 2018, 6:00 p.m. - Budget Hearing / Adoption

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CITY COUNCIL LEGISLATIVE RECESS

August 7, 2018 - City Council Meeting - Dispensed With

August 21, 2018 - City Council Meeting - Dispensed With

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## EXHIBIT 'L'



### AGENDA OF A SPECIAL MEETING

#### CITY COUNCIL OF THE CITY OF NATIONAL CITY

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

Special Meeting - Tuesday, May 15, 2018 – 5:00 p.m.

#### ROLL CALL

#### CITY COUNCIL

#### OPEN SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

#### CLOSED SESSION

1. Liability Claims – Government Code Section 54956.95  
Workers' Compensation Claims  
Agency Claimed Against: City of National City  
Number of Claims: One

#### OPEN SESSION

2. Training on the California Public Records Act affecting personal electronic devices and accounts for City users pursuant to *City of San Jose v. Superior Court*.
3. Training on the Ralph M. Brown Act (Government Code Section 54950, et seq.) pertaining to transparency and technology.

#### ADJOURNMENT

Next Regular City Council Meeting: Tuesday, May 15, 2018, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

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

**October 2, 2018**

The Special Meeting of the City Council of the City of National City was called to order at 5:02 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios.

Council / Board members absent: Sotelo-Solis.

Administrative Officials present: Dalla, Deese, Morris-Jones, Raulston

**CITY COUNCIL**

**OPEN SESSION**

**PUBLIC COMMENTS** – None.

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

**CLOSED SESSION**

1. Conference with Legal Counsel – Pending Litigation  
Pursuant to Government Code Section 54956.9(d)  
Two Potential Cases

**ADJOURNMENT**

Next Regular City Council Meeting: Tuesday, October 2, 2018, 2018, 6:00 p.m.,  
City Council Chambers, Civic Center – National City, California.

\_\_\_\_\_  
City Clerk

The foregoing minutes were approved at the Regular Meeting of October 16, 2018.

\_\_\_\_\_  
Mayor

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) accepting the work performed by Dick Miller, Inc. for the Citywide Alley Improvements Project, CIP No. 16-11; 2\) approving the final contract amount of \\$987,241.97; 3\) authorizing the release of retention in the amount of \\$49,362.10 from the Dick Miller Inc.'s escrow account; and 4\) authorizing the Mayor to sign the Notice of Completion for the project. \(Engineering/Public Works\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City: 1) accepting the work performed by Dick Miller, Inc. for the Citywide Alley Improvements Project, CIP No. 16-11; 2) approving the final contract amount of \$987,241.97; 3) authorizing the release of retention in the amount of \$49,362.10 from the Dick Miller Inc.'s escrow account; and 4) authorizing the Mayor to sign the Notice of Completion for the project.

**PREPARED BY:** Jose Lopez, P.E., Assistant Engineer - Civil

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4312

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution accepting the work performed by Dick Miller, Inc. for the Citywide Alley Improvements Project, CIP No. 16-11 and approving the final contract amount of \$987,241.97.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Notice of Completion
3. Final Contract Balance Report
4. Resolution

## **EXPLANATION**

The project included reconstructing eight existing alleys subject to drainage issues with new concrete alleys, recompacting / soil stabilization for two dirt alleys (see Locations 10 and 11 on the attached project location map), and installation of pedestrian curb ramps for American with Disabilities Act (ADA) compliance. One additional alley was recompacted and stabilized under Change Order #2.

On August 2, 2017, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On August 3, 2017 and August 10, 2017, the bid solicitation was advertised in local newspapers.

On August 22, 2017, six (6) bids were received electronically on PlanetBids by the 11:00 a.m. deadline. Bid results were available immediately after the 11:00 a.m. deadline. Dick Miller, Inc. was the apparent lowest bidder with a total bid amount of \$939,939.93 as the basis of award. Upon review of all documents submitted, Dick Miller, Inc.'s bid was deemed responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On September 5, 2017, the City Council adopted Resolution No. 2017-169 awarding the contract to Dick Miller, Inc., in the not-to-exceed amount of \$939,939.93. Construction started on November 9, 2017 and was completed on June 15, 2018.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$51,834.24, while line item adjustments decreased the contract by \$4,532.20 for a net contract increase of \$47,302.04. This results in a 5% contract increase for a final contract balance of \$987,241.97.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work of Dick Miller, Inc. for the Citywide Alley Improvements Project, CIP No. 16-11; 2) approve the final contract amount of \$987,241.97; 3) authorize the release of retention in the amount of \$49,362.10 from Dick Miller Inc.'s escrow account; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO:  
NAME: CITY OF NATIONAL CITY  
ADDRESS: 243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CA 91950

## NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the completion on June 18, 2018 of the:

Citywide Alley Improvements Project, CIP No. 16-11

Work of improvement or portion of work of improvement under construction or alteration.

The project included 11 alleys citywide in National City, CA 91950

Code	Street Address	City	State	Zip
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The undersigned owns the following interest or estate in said property:

Owner in fee

Nature of the interest or estate of owner (mortgagor, lessee, etc.)

Said work of improvement was performed on the property pursuant to a contract with

**Dick Miller, Inc**

Name of Original Contractor

The following work and material were supplied:

Labor provided: General Laborer. Materials: Concrete, aggregate base, asphalt, Equipment: excavation and paving equipment.

General statement of kind of labor, services, equipment or materials

The names and addresses of co-owners are: N/A

Joint tenants, tenants in common, or other owners

Dated: June 18, 2018;

Signature of Owner

City of National City, 1243 National City Blvd., National City, CA 91950

I, the undersigned, say: I have read the foregoing Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 18, 2018 at, National City, California.

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

RON MORRISON, MAYOR

Doc 16-11





## FINAL CONTRACT BALANCE

**DATE:** September 7, 2018

**PROJECT:** Citywide Alley Project  
FY 16-17  
CIP No. 16-11

**TO:** Dick Miller  
930 Boardwalk, Suite H  
San Marcos, CA 92078

ORIGINAL CONTRACT AMOUNT:	\$939,939.93
START DATE:	November 9, 2017
COMPLETION DATE:	June 15, 2018
ORIGINAL CONTRACT LENGTH:	80 Working Days
EXTENTION OF WORK DAYS:	37 Working Days
WORKING DAYS SUSPENDED:	31 Working Days
TOTAL CONTRACT TIME:	148 Working Days

### DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

### CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1 directed the contractor to excavate unsuitable material from alley 9, place Tensar Triax geo fabric and then place additional base to stabilize grade for placement on concrete per contract. All work was performed on a T&M basis. This Change Order total amount was \$ **19,119.36**.

Change Order #2 directed the contractor to clear and grub the alley south of 27th St. between A and B Ave., field engineer and grade for positive water flow, process grade and recompact with soil binder as identified in the project specifications. All soil binder work shall be completed at the contract unit price and all additional work related to clearing, grubbing and grading shall be completed at an agreed lump sum cost. Inclusive of all costs, the work was performed at an agreed price. This Change Order total amount was \$ **27,349.88**.

Change Order #3 directed the contractor to delete the originally designed rip-rap at the end of Alley5 and replace it with a 12"x12" NDS catch basin and install PVC piping down the slope and outlet the PVC pipe under the sidewalk and through the curb. The NDS catch basin will be surrounded with a small

## **FINAL CONTRACT BALANCE**

Citywide Alley Project

CIP No. 16-11

3'x3' concrete slab with a curb on three sides to direct the water flow into the basin. All work was performed at an agreed price. This Change Order total amount was **\$ 5,365.00**.

All Change Orders listed above increased the total contract amount by **\$ 51,834.24**.

Numerous contract line item adjustments per the attached FINAL BILLING STATEMENT resulted in a total decrease of **\$ 4,532.20**. Including change orders and line item adjustments, the total contract resulted in an increase of **\$ 47,302.04**.

### **CONTRACT ADJUSTMENT:**

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

1. The final contract price is adjusted to **\$ 987,241.97**.
2. As a result of the satisfactory completion of said project, a retention amount of **\$ 49,362.10** is set to be processed and released from the contractor's escrow account upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Dick Miller will not be entitled to damages or additional payment for delays as described in the 2015 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ACCEPTING THE WORK PERFORMED BY DICK MILLER, INC. FOR  
THE CITYWIDE ALLEY IMPROVEMENTS PROJECT, APPROVING THE FINAL  
CONTRACT AMOUNT OF \$987,241.97, AUTHORIZING THE RELEASE OF  
RETENTION IN THE AMOUNT OF \$49,362.10 FROM DICK MILLER INC.'S  
ESCROW ACCOUNT, AND AUTHORIZING THE MAYOR TO EXECUTE  
THE NOTICE OF COMPLETION FOR THE PROJECT

BE IT RESOLVED by the City Council of the City of National City as follows:

It appearing to the satisfaction of the Engineering Department that all work required to be done by Dick Miller, Inc., for the total final contract amount of \$987,241.97, for the Citywide Alley Improvements Project (CIP No. 16-11; 2) has been completed, the City Council of National City hereby accepts said work, ratifies the release of the retention in the amount of \$49,362.10 from Dick Miller Inc.'s escrow account, authorizes the Mayor to execute the Notice of Completion, and orders that payment for said work be made in accordance with said contract.

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence located on 1039 "D" Avenue \(TSC No. 2018-23\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence located on 1039 "D" Avenue. (TSC No. 2018-23).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of a blue curb disabled persons parking space with signage in front of the residence located on 1039 "D" Avenue.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on September 19, 2018, the Traffic Safety Committee approved staff's recommendation to install blue curb disabled persons parking space with signage in front of the residence located on 1039 "D" Avenue.

**ATTACHMENTS:**

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on September 19, 2018 (TSC No. 2018-23)
3. Resolution

## EXPLANATION

Mr. Harry Ross has requested a blue curb disabled persons parking space in front of his residence located on 1039 "D" Avenue. Mr. Harry Ross possesses a valid disabled person placard from the California Department of Motor Vehicles. Mrs. Peg Ross, Mr. Ross' daughter stated that it is difficult to find parking in front of her father's property due to the high demand of parking in the area and that a disabled persons parking space in front of the property would provide easier access to the house for her father.

Staff visited the site and confirmed that Mr. Ross' residence does not have a garage or driveway. The residence is located in a residential area on the east side of "D" Avenue between E Plaza Boulevard and E 12<sup>th</sup> Street. "D" Avenue is a 2-lane local roadway with unrestricted parallel parking on both sides on the street and a speed limit of 30 mph.

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

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

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommended the installation of a blue curb disabled persons parking space with signage at 1039 "D" Avenue.

This item was presented to the Traffic Safety Committee (TSC) on September 19, 2018. Mr. Harry Ross and his daughter Ms. Peg Ross were in attendance and spoke in support of the blue curb disabled persons parking space.

The Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with sign in front of the residence at 1039 D Avenue.

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

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

Location Map with Existing Conditions (TSC Item: 2018-23)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR SEPTEMBER 19, 2018**

**ITEM NO. 2018-23**

**ITEM TITLE:** REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED AT 1039 "D" AVENUE

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

**DISCUSSION:**

Mr. Harry Ross has requested a blue curb disabled persons parking space in front of his residence located on 1039 "D" Avenue. Mr. Harry Ross possesses a valid disabled person placard from the California Department of Motor Vehicles. Mrs. Peg Ross, Mr. Ross' daughter stated that it is difficult to find parking in front of her father's property due to the high demand of parking in the area and that a disabled persons parking space in front of the property would provide easier access to the house for her father.

Staff visited the site and confirmed that Mr. Ross' residence does not have a garage or driveway. The residence is located in a residential area on the east side of "D" Avenue between E Plaza Boulevard and E 12<sup>th</sup> Street. "D" Avenue is a 2-lane local roadway with unrestricted parallel parking on both sides on the street and a speed limit of 30 mph.

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

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

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

**STAFF RECOMMENDATION:**

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 1039 "D" Avenue.



**EXHIBITS:**

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

2018-23

6/5/18

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: Harry M. Ross

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):  
Peg Ross Pawlak (daughter)

ADDRESS: 1039 D Avenue National City, CA (Mr. Ross)

EMAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?  YES  NO  
If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.
- 2) Does your residence have a garage?  YES  NO  
If YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?  YES  NO
- 3) Does your residence have a driveway?  YES  NO  
If YES, a) Is the driveway large enough to park a vehicle? (minimum of 20' x 12')  YES  NO  
b) Is the driveway level?  YES  NO  
c) Is the driveway sloped/inclined?  YES  NO

4) Please write any additional comments here (optional).  
Mr. Ross has lived and owned 1039 D Avenue for over 60 years. He is a "young" 92 year old.

DEPARTMENT OF MOTOR VEHICLES      PLACARD NUMBER:  
DISABLED PERSON      EXPIRES: 06/30/2019  
PLACARD IDENTIFICATION  
CARD/RECEIPT      DATE ISSUED:

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

TYPE:      TV:      CO:

DOB:      ISSUED TO

ROSS HARRY MORRIS  
1039 D AVE

NATIONAL CITY CA 91950

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

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

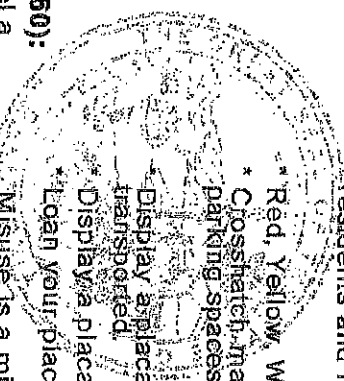
**You may not park in or on:**

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

**It is considered misuse to:**

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

**Purchase of fuel**  
**(Business & Professions Code 13660):**  
State law requires service stations to refund a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.





September 12, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-23

**REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED ON 1039 D AVENUE**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, September 19, 2018, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

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

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-23.

Sincerely,

Stephen Manganiello  
City Engineer

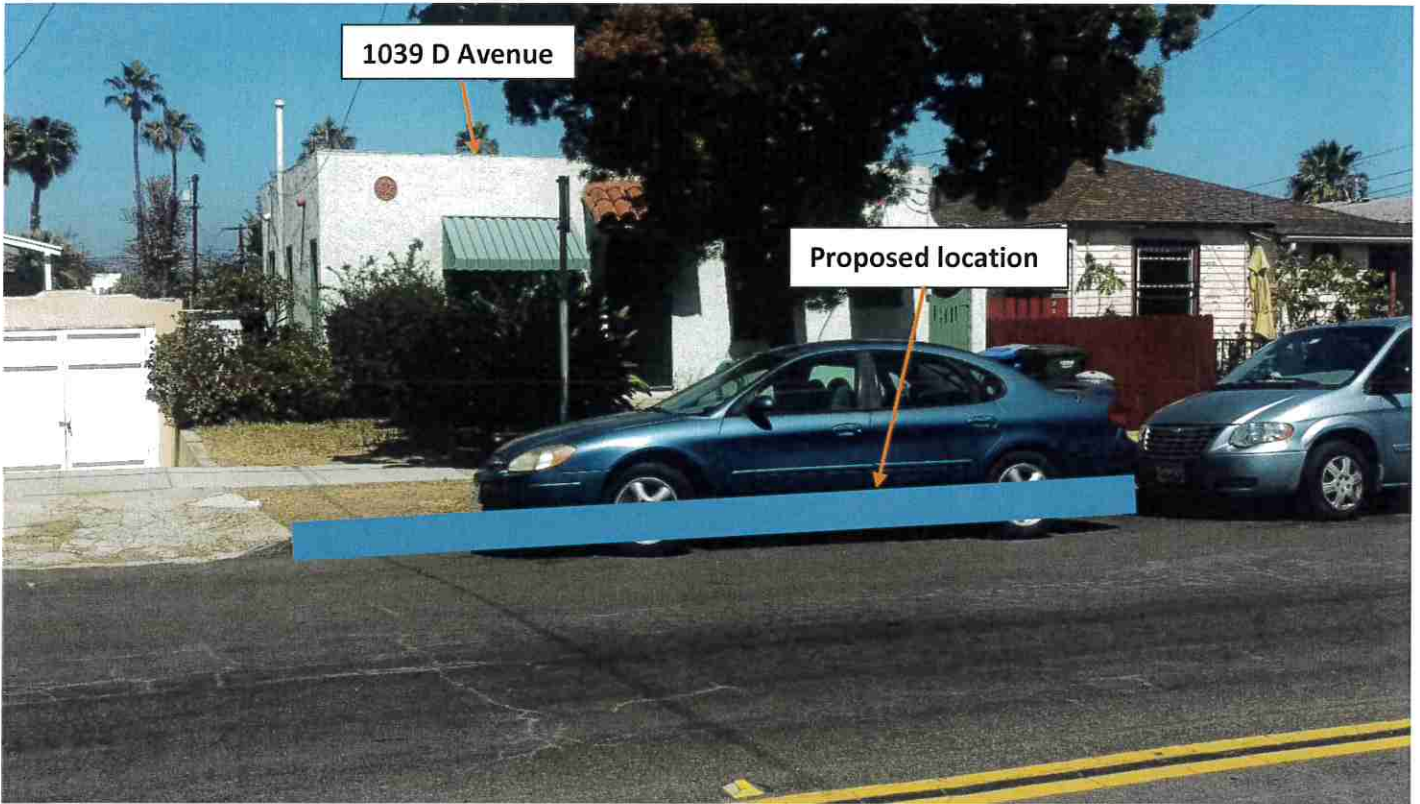
SM:ch

Enclosure: Location Map

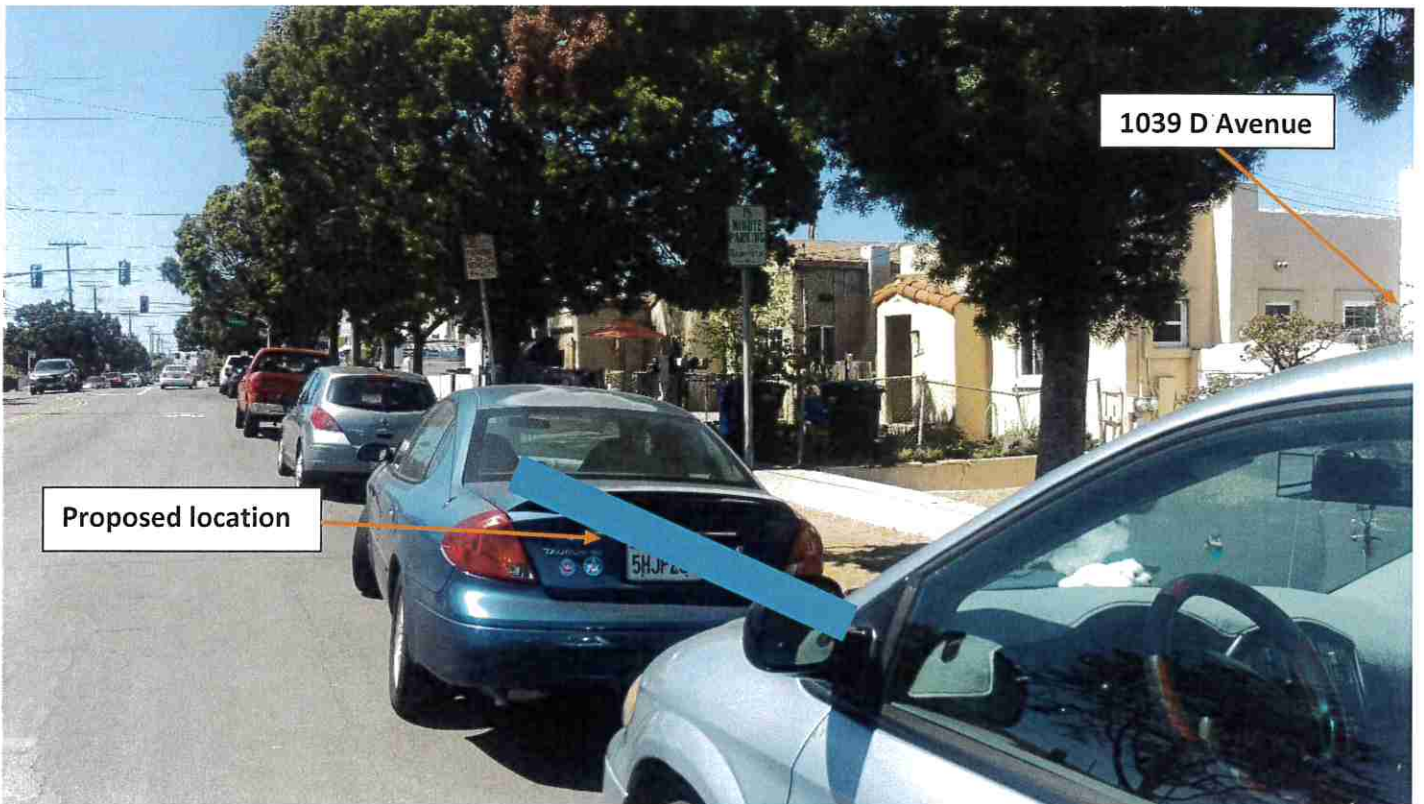
2018-23

Location Map with Existing Conditions (TSC Item: 2018-23)





Location of proposed blue curb disabled persons parking space in front of 1039 D Avenue (looking east)



Location of proposed blue curb disabled persons parking space in front of 1039 D Avenue (looking north)

## **DISABLED PERSONS PARKING POLICY**

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

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

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

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

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

### **General Requirements**

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

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

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

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

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

### **Special Hardship Cases**

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

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



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

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

Jha:p

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED  
PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF  
THE RESIDENCE LOCATED ON 1039 "D" AVENUE

WHEREAS, a resident living at 1039 "D" Avenue possess a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested the installation of a blue curb disabled persons parking space in front of the home for better access; and

WHEREAS, after conducting an inspection and review, staff determined that all conditions have been met for the property to qualify for a blue curb disabled persons parking space; and

WHEREAS, on September 19, 2018, the Traffic Safety Committee determined that all conditions have been met for the property to qualify for a blue curb handicap parking space and voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 1039 "D" Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence located at 1039 "D" Avenue

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 2229 E. 4th Street \(TSC No. 2018-24\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 2229 E. 4<sup>th</sup> Street (TSC No. 2018-24).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 2229 E. 4<sup>th</sup> Street.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on September 19, 2018, the Traffic Safety Committee approved staff's recommendation to install blue curb disabled persons parking space with signage in front of the residence located on 2229 E. 4<sup>th</sup> Street.

**ATTACHMENTS:**

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on September 19, 2018 (TSC No. 2018-24)
3. Resolution

## EXPLANATION

Mr. Patrick McDaniel, resident of 2229 E. 4<sup>th</sup> Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. McDaniel stated that his property has a garage and a driveway, but the driveway is inclined and the garage is not large enough to accommodate his vehicle. Mr. McDaniel also stated that it is difficult for him to load his mother to the vehicle from the wheelchair due to the sloped driveway in the property and that a disabled persons parking space in front his house would provide easier access to the house for him and his mother.

Staff visited the site and observed that Mr. McDaniel's residence has a driveway and garage. With his permission and supervision, staff measured the driveway and the garage. The driveway is 20 feet long by 18 feet wide with a slope of approximately 5%. In order to accommodate a vehicle with a disabled driver or passenger, the slope must be 2% or less. The garage is 15 feet long by 15 feet wide with a negligible slope. The minimum dimension for a garage or driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. These two conditions are not met since the dimension of the garage and slope of driveway do not meet the minimum parking requirements for disabled persons.

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

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

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommended the installation of a blue curb disabled persons parking space with signage at 2229 E. 4<sup>th</sup> Street.

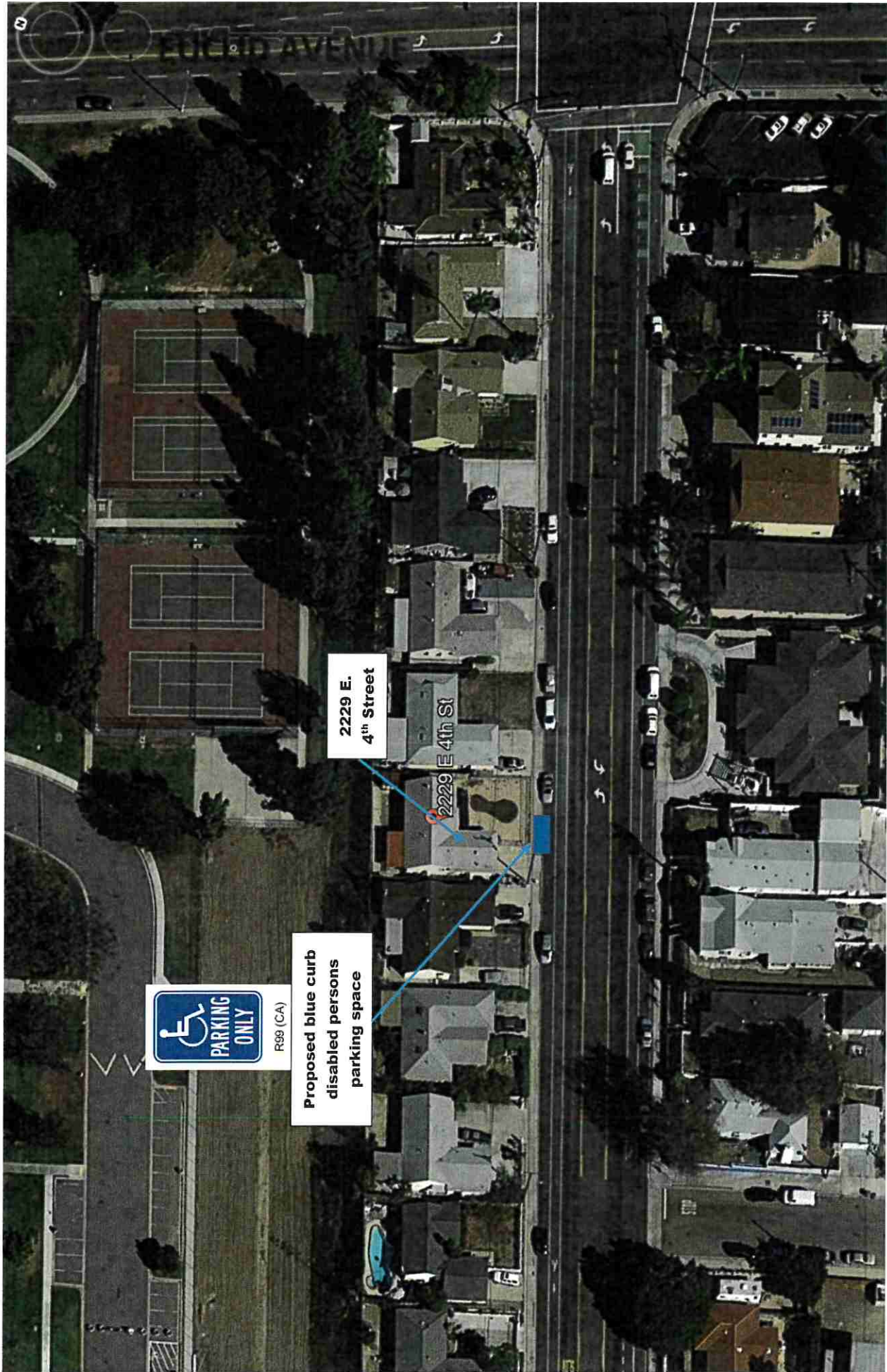
This item was presented to the Traffic Safety Committee (TSC) on September 19, 2018. Mr. Patrick McDaniel was in attendance and spoke in support of the blue curb disabled persons parking space.

The Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 2229 E. 4<sup>th</sup> Street.

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

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

# Location Map with Recommended Enhancements (TSC Item: 2018-24)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR SEPTEMBER 19, 2018**

**ITEM NO. 2018-24**

**ITEM TITLE:**            **REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS  
PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE  
AT 2229 E. 4<sup>TH</sup> STREET**

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

**DISCUSSION:**

Mr. Patrick McDaniel, resident of 2229 E. 4<sup>th</sup> Street, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. McDaniel stated that his property has a garage and a driveway, but the driveway is inclined and the garage is not large enough to accommodate his vehicle. Mr. McDaniel also stated that it is difficult for him to load his mother to the vehicle from the wheelchair due to the sloped driveway in the property and that a disabled persons parking space in front his house would provide easier access to the house for him and his mother.

Staff visited the site and observed that Mr. McDaniel's residence has a driveway and garage. With his permission and supervision, staff measured the driveway and the garage. The driveway is 20 feet long by 18 feet wide with a slope of approximately 5%. In order to accommodate a vehicle with a disabled driver or passenger, the slope must be 2% or less. The garage is 15 feet long by 15 feet wide with a negligible slope. The minimum dimension for a garage or driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. These two conditions are not met since the dimension of the garage and slope of driveway do not meet the minimum parking requirements for disabled persons.

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

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

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



**STAFF RECOMMENDATION:**

Since all three conditions of the City Council Disabled Persons Parking Policy for “Special Hardship” cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 2229 E. 4<sup>th</sup> Street.

**ATTACHMENTS:**

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

2018-24

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

ROAD AND/OR TRAIL DEPT.  
CITY OF NATIONAL CITY  
ENG & PW DEPT.

NAME OF DISABLED PERSON: Patrick/Rosetta McDaniel

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

ADDRESS: 2229 east 4th st

EMAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)?  YES  NO  
 If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.
  
- 2) Does your residence have a garage?  YES  NO  
 If YES, is the garage large enough to park a vehicle (minimum of 20' x 12')?  YES  NO
  
- 3) Does your residence have a driveway?  YES  NO  
 If YES, a) Is the driveway large enough to park a vehicle? (minimum of 20' x 12')  YES  NO  
 b) Is the driveway level?  YES  NO  
 c) Is the driveway sloped/inclined?  YES  NO

4) Please write any additional comments here (optional).  
Due to my disabilities trying to load my disabled mother from her wheel chair on the inclined driveway is dangerous  
Per both of us

DEPARTMENT OF MOTOR VEHICLES PLACARD NUMBER: EXPIRES: 06/30/2019

DISABLED PERSON  
PLACARD IDENTIFICATION  
CARD/RECEIPT

DATE ISSUED: .....



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

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

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

You may not park in or on:

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

It is considered misuse to:

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

**Purchase of fuel (Business & Professions Code 13660):**

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

TYPE: I IV: .....

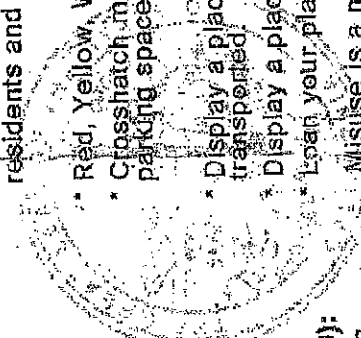
DOB: .....

CO:

ISSUED TO

MCDANIEL PATRICK MICHAEL  
2229 E 4TH ST

NATIONAL CITY CA 91950





September 12, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-24

**REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED ON 2229 E. 4<sup>TH</sup> STREET**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, September 19, 2018, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

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

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-24.

Sincerely,

Stephen Manganiello  
City Engineer

SM:ch

Enclosure: Location Map

2018-24

## Location Map with Recommended Enhancements (TSC Item: 2018-24)





Location of proposed blue curb disabled persons parking space in front of 2229 E. 4th Street (looking north)



Location of proposed blue curb disabled persons parking space in front of 2229 E. 4th Street (looking east)

## **DISABLED PERSONS PARKING POLICY**

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

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

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

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

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

### **General Requirements**

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

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

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

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

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

### **Special Hardship Cases**

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

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



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

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

Jha:p

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF BLUE CURB DISABLED  
PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF  
THE RESIDENCE LOCATED ON 2229 EAST 4TH STREET

WHEREAS, a resident living at 2229 East 4th Street possess a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested a blue curb disabled persons parking space in front of the residence to provide safer wheelchair access to and from the home; and

WHEREAS, after conducting an inspection and review, it was determined that all three conditions were met for the property to qualify for a blue curb disabled persons parking space; and

WHEREAS, on September 19, 2018, the Traffic Safety Committee determined that all conditions have been met for the property to qualify for a blue curb handicap parking space and voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 2229 East 4th Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of a blue curb disabled persons parking space with signage in front of the residence located at 2229 East 4th Street

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 927 “C” Avenue \(TSC No. 2018-25\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 927 "C" Avenue (TSC No. 2018-25).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 927 "C" Avenue.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on September 19, 2018, the Traffic Safety Committee approved staff's recommendation to install blue curb disabled persons parking space with signage in front of the residence located on 927 "C" Avenue.

**ATTACHMENTS:**

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on September 19, 2018 (TSC No. 2018-25)
3. Resolution

## EXPLANATION

Ms. Yolanda Parra, resident of 927 "C" Avenue, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Ms. Parra stated that it is difficult for her to find parking in front of her residence. Ms. Parra currently rents the property on 927 C Avenue. However, the property owner has not provided access to off-street parking and Ms. Parra stated that a disabled persons parking space in front her residence would provide easier access to the house.

Staff visited the site and observed that Ms. Parra's residence does not have a garage. There is an existing driveway in the property being occupied with the property owner's vehicles with no available access for Ms. Parra's vehicle.

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

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

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommended the installation of a blue curb disabled persons parking space with signage at 927 "C" Avenue.

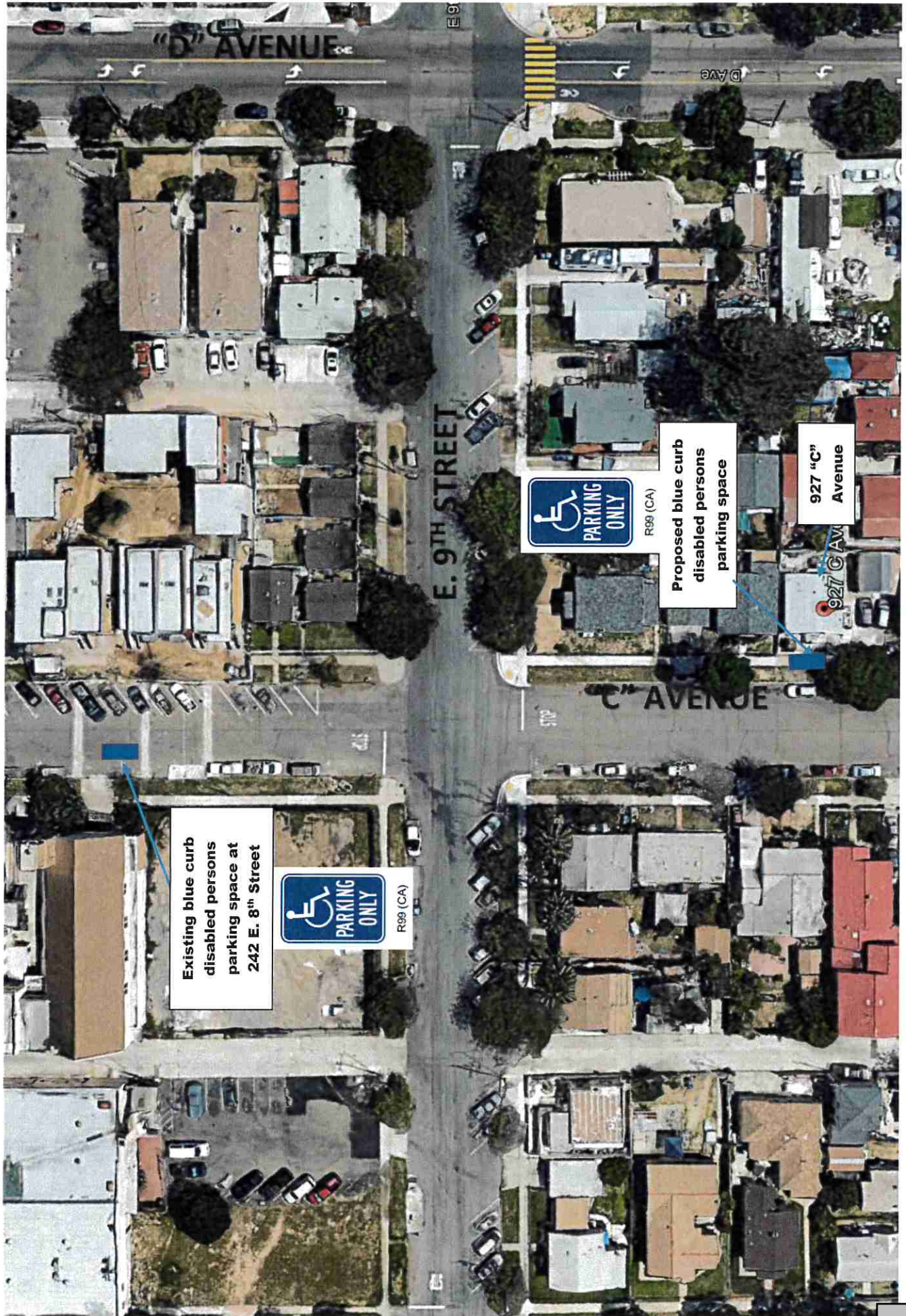
This item was presented to the Traffic Safety Committee (TSC) on September 19, 2018. Ms. Yolanda Parra was in attendance and spoke in support of the blue curb disabled persons parking space.

The Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 927 "C" Avenue.

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

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

Location Map with Recommended Enhancements (TSC Item: 2018-25)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR SEPTEMBER 19, 2018**

**ITEM NO. 2018-25**

**ITEM TITLE:** REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 927 "C" AVENUE.

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

**DISCUSSION:**

Ms. Yolanda Parra, resident of 927 "C" Avenue, has requested a blue curb disabled persons parking space in front of her residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Ms. Parra stated that it is difficult for her to find parking in front of her residence. Ms. Parra currently rents the property on 927 C Avenue. However, the property owner has not provided access to off-street parking and Ms. Parra stated that a disabled persons parking space in front her residence would provide easier access to the house.

Staff visited the site and observed that Ms. Parra's residence does not have a garage. There is an existing driveway in the property being occupied with the property owner's vehicles with no available access for Ms. Parra's vehicle.

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

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

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

**STAFF RECOMMENDATION:**

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 927 "C" Avenue.

**ATTACHMENTS:**

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

2018-25



REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: Yolanda Parra Sanchez

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

ENG & PW DEPT.

CITY OF NATIONAL CITY

10:00 PM 2:36 JUN 27 '18

ADDRESS: 927 C Ave National City CA 91950

EMAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

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

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

2) Does your residence have a garage?  YES  NO

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

3) Does your residence have a driveway?  YES  NO ★

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

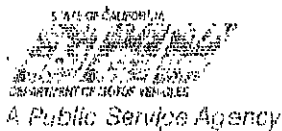
b) Is the driveway level?  YES  NO

c) Is the driveway sloped/inclined?  YES  NO

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

Tengo problema de encontrar  
espacio para estacionar

★ Resident rents property. Landlord/property owner does not provide off-street parking.



\*\*\*CUSTOMER RECEIPT COPY\*\*\*

EXPIRES: 06/30/2019

\*\*\* DISABLED PERSON PLACARD \*\*\*

PLACARD NUMBER: PIC: TV: DATE ISSUED: MO/YR:

PARRASANCHEZ YOLANDA
9257 C AVE

DT FEES RECVD:

NATIONAL CITY
CA 91950
CO:



AMT DUE : NONE
AMT RECVD - CASH :
- CHCK :
- CRDT :

E10 613 B2 0000000 0046 CS E10 060418 N1

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

PLACARD#: PLACARD HOLDER: PARRASANCHEZ YOLANDA
EXPIRES: 06/30/2019 9257 C AVE
DOB:
ISSUED:
TYPE: N1 NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
\*DISABLED PERSON PARKING SPACES (BLUE ZONES) \*STREET METERED ZONES WITHOUT PAYING \*GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS \*STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: \*RED ZONES \*TOW AWAY ZONES \*WHITE OR YELLOW ZONES \*SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: \*TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED \*TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED \*TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES, AND/OR FINES.



September 12, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-25

**REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED ON 927 C AVENUE**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, September 19, 2018, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

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

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-25.

Sincerely,

Stephen Manganiello  
City Engineer

SM:ch

Enclosure: Location Map

2018-25

Location Map with Recommended Enhancements (TSC Item: 2018-25)





Location of proposed blue curb disabled persons parking space in front of 927 C Avenue (looking east)



Location of proposed blue curb disabled persons parking space in front of 927 C Avenue (looking south)

## DISABLED PERSONS PARKING POLICY

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

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

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

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

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

### **General Requirements**

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

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

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

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

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

### **Special Hardship Cases**

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

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

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

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

Jha:p



RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF BLUE CURB DISABLED  
PERSONS PARKING SPACE WITH SIGNAGE IN FRONT  
OF THE RESIDENCE LOCATED ON 927 “C” AVENUE

WHEREAS, a resident living at 927 “C” Avenue possess a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested the installation of a blue curb disabled persons parking space in front of the residence to provide easier access to and from the house; and

WHEREAS, after conducting an inspection and review, staff determined that all conditions have been met for the property to qualify for a blue curb disabled persons parking space; and

WHEREAS, on September 19, 2018, the Traffic Safety Committee determined that all conditions have been met for the property to qualify for a blue curb handicap parking space and voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 927 “C” Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located at 927 “C” Avenue.

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 318 “F” Avenue \(TSC No. 2018-26\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 318 "F" Avenue (TSC No. 2018-26).

**PREPARED BY:** Carla Hutchinson, Assistant Engineer - Civil

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4388

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the installation of blue curb disabled persons parking space with signage in front of the residence located on 318 "F" Avenue.

**BOARD / COMMISSION RECOMMENDATION:**

At their meeting on September 19, 2018, the Traffic Safety Committee approved staff's recommendation to install blue curb disabled persons parking space with signage in front of the residence located on 318 "F" Avenue.

**ATTACHMENTS:**

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on September 19, 2018 (TSC No. 2018-26)
3. Resolution

## EXPLANATION

Mr. Ronald Aho, resident of 318 F Avenue, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Aho stated that it is difficult for him to find parking near his property due to the high demand of parking in this area. Mr. Aho also stated that his property possesses a driveway and garage, but are not large enough to accommodate his vehicle, and that a disabled persons parking space in front his house would provide easier access to the house for him.

Staff visited the site and confirmed that Mr. Aho's residence has a driveway and garage. With his permission and supervision, staff measured the driveway and the garage. The driveway is 9 feet long by 20 feet wide with a slope of approximately 3%. In order to accommodate a vehicle with a disabled driver or passenger, the slope must be 2% or less. The garage is 15 feet long by 11 feet wide with a negligible slope. The minimum dimension for a garage or driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. These two conditions are not met since the dimension of the garage and slope of driveway and garage do not meet the minimum parking requirements for disabled persons.

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

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

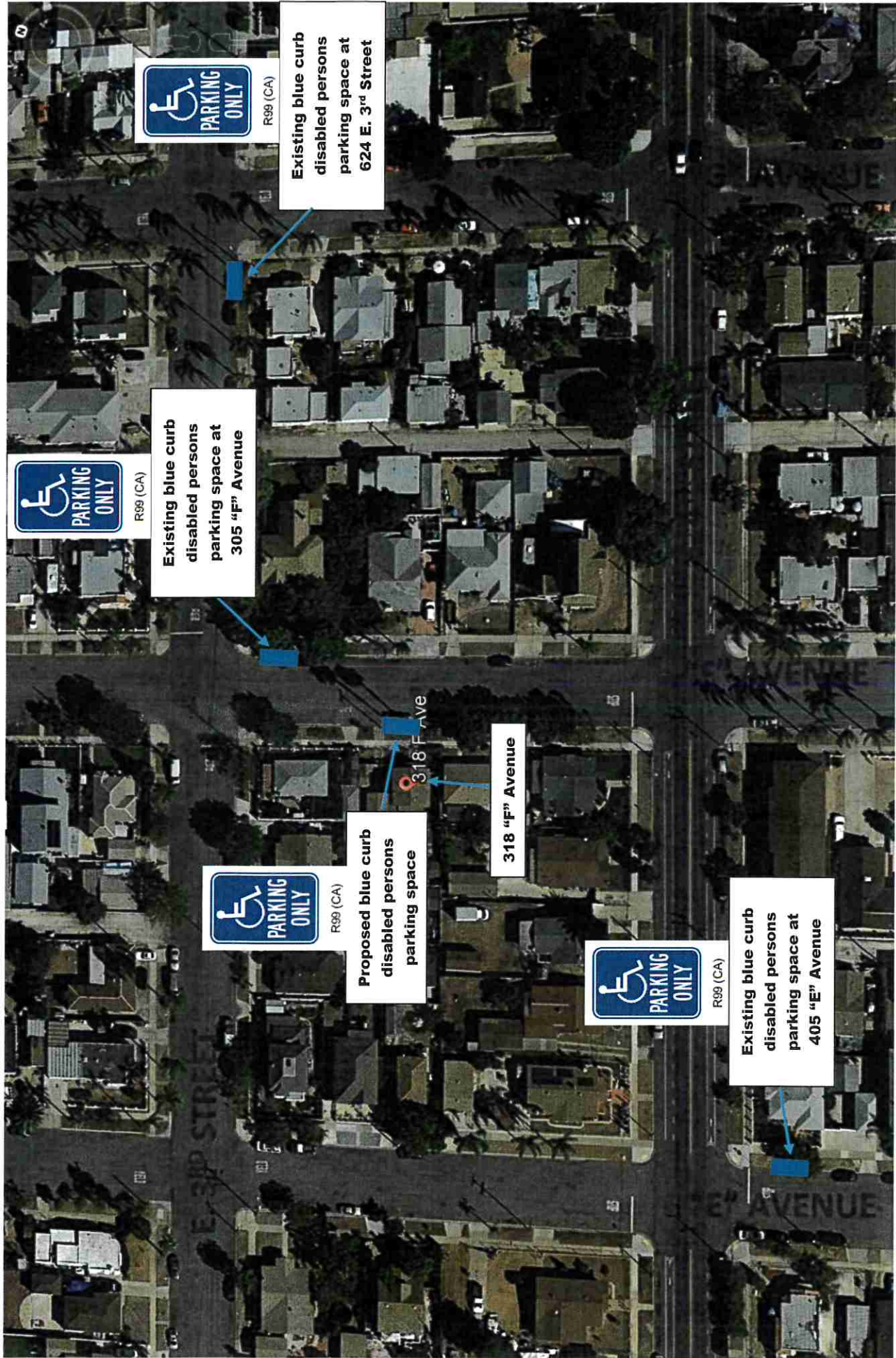
Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommended the installation of a blue curb disabled persons parking space with signage at 318 "F" Avenue.

This item was presented to the Traffic Safety Committee (TSC) on September 19, 2018. Mr. Mike Nichols was in attendance on behalf of Mr. Ronald Aho and spoke in support of the blue curb disabled persons parking space.

The Traffic Safety Committee voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 318 "F" Avenue. The applicant was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

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

# Location Map with Recommended Enhancements (TSC Item: 2018-26)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE  
AGENDA REPORT FOR SEPTEMBER 19, 2018**

**ITEM NO. 2018-26**

**ITEM TITLE:** REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 318 F AVENUE

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

**DISCUSSION:**

Mr. Ronald Aho, resident of 318 F Avenue, has requested a blue curb disabled persons parking space in front of his residence. The resident possesses a valid disabled persons placard from the California Department of Motor Vehicles. Mr. Aho stated that it is difficult for him to find parking near his property due to the high demand of parking in this area. Mr. Aho also stated that his property possesses a driveway and garage, but are not large enough to accommodate his vehicle, and that a disabled persons parking space in front his house would provide easier access to the house for him.

Staff visited the site and confirmed that Mr. Aho's residence has a driveway and garage. With his permission and supervision, staff measured the driveway and the garage. The driveway is 9 feet long by 20 feet wide with a slope of approximately 3%. In order to accommodate a vehicle with a disabled driver or passenger, the slope must be 2% or less.

The garage is 15 feet long by 11 feet wide with a negligible slope. The minimum dimension for a garage or driveway to accommodate a vehicle with a disabled driver or passenger is 20 feet long by 12 feet wide. These two conditions are not met since the dimension of the garage and slope of driveway and garage do not meet the minimum parking requirements for disabled persons.

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

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

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

**STAFF RECOMMENDATION:**

Since all three conditions of the City Council Disabled Persons Parking Policy for "Special Hardship" cases are met, staff recommends the installation of a blue curb disabled persons parking space with signage in front of the residence at 318 F Avenue.

**ATTACHMENTS:**

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

2018-26

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: RONALD J Aho

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

ADDRESS: 318 F Ave

EMAIL:

PHONE NUMBER:

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

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

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

2) Does your residence have a garage?  YES  NO

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

3) Does your residence have a driveway?  YES  NO

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

b) Is the driveway level?  YES  NO

c) Is the driveway sloped/inclined?  YES  NO

4) Please write any additional comments here (optional).  
TOO MANY CARS ON BLOCK, FULL DAILY.



DEPARTMENT OF MOTOR VEHICLES

PLACARD NUMBER:

EXPIRES: 06/30/2019

DATE ISSUED:



A Public Service Agency

DISABLED PERSON  
PLACARD IDENTIFICATION  
CARD/RECEIPT

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

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

TYPE:  
DOB:

TV:

CO:

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

ISSUED TO

AHO RONALD JAMES  
318 F AVE

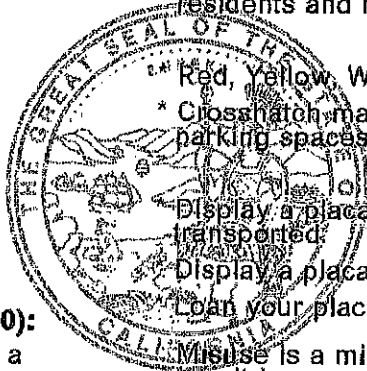
NATIONAL CITY CA 91950

You may not park in or on:

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

It is considered misuse to:

- Display a placard unless the disabled owner is being transported.
  - Display a placard which has been cancelled or revoked.
  - Loan your placard to anyone, including family members.
- Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.



Purchase of fuel

(Business & Professions Code 13660):

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



September 12, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-26

**REQUEST TO INSTALL BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE LOCATED ON 318 F AVENUE**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, September 19, 2018, at 1:00 P.M.** in the 2<sup>nd</sup> Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

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

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-26.

Sincerely,

Stephen Manganiello  
City Engineer

SM:ch

Enclosure: Location Map

2018-26

## Location Map with Recommended Enhancements (TSC Item: 2018-26)





Location of proposed blue curb disabled persons parking space in front of 318 F Avenue (looking south)



Location of proposed blue curb disabled persons parking space in front of 318 F Avenue (looking north)

## DISABLED PERSONS PARKING POLICY

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

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

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

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

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

### **General Requirements**

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

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

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

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

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

### **Special Hardship Cases**

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

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

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

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

Jha:p

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE INSTALLATION OF BLUE CURB DISABLE  
PERSONS PARKING SPACE WITH SIGNAGE IN FRONT  
OF THE RESIDENCE LOCATED ON 318 “F” AVENUE

WHEREAS, a resident living at 318 “F” Avenue possess a valid Disabled Person Placard from the State of California Department of Motor Vehicles and has requested the installation of a blue curb disabled persons parking space in front of the residence to provide easier access to and from the house; and

WHEREAS, after conducting an inspection and review, staff determined that all conditions have been met for the property to qualify for a blue curb disabled persons parking space; and

WHEREAS, on September 19, 2018, the Traffic Safety Committee determined that all conditions have been met for the property to qualify for a blue curb handicap parking space and voted unanimously to approve the installation of a blue curb disabled persons parking space with signage in front of the residence at 318 “F” Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of blue curb disabled persons parking space with signage in front of the residence located at 318 “F” Avenue.

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the acceptance of the County of San Diego's Community Enhancement Program grant funds of \\$10,000 for the special event "A Kimball Holiday and Tree Lighting Ceremony", with no matching funds required; 2\) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego to receive FY19 Community Enhancement Program grant funds; 3\) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \\$10,000 and corresponding revenue budget. \(Community Services\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the acceptance of the County of San Diego's Community Enhancement Program grant funds of \$10,000 for the special event "A Kimball Holiday and Tree Lighting Ceremony", with no matching funds required; 2) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego to receive FY19 Community Enhancement Program grant funds; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget.

**PREPARED BY:** Audrey Denham

**DEPARTMENT:** Community Services

**PHONE:** 619-336-4243

**APPROVED BY:** 

**EXPLANATION:**

In February 2018, Community Services staff applied for the County of San Diego's Community Enhancement Program Grant to support the City's annual special event "A Kimball Holiday and Tree Lighting Ceremony". The Community Enhancement Program is funded by a set percent of Transient Occupancy Tax revenues. The goal of the Community Enhancement Program is to stimulate tourism, promote the economy, create jobs, or provide a better quality of life. In June 2018, the City was awarded \$10,000 in grant funds for "A Kimball Holiday and Tree Lighting Ceremony". Activities made possible by the Community Enhancement Program Grant include: a snow hill, miniature train ride, a Reindeer Dash fun run, arts and crafts for youth, and additional holiday décor. The City also received \$10,000 in grant funds from the Community Enhancement Program in FY18.

**FINANCIAL STATEMENT:**

**APPROVED:**  **FINANCE**

**ACCOUNT NO.**

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

282-00000-3474 (Reimbursable Grants Citywide Fund county grants account) - \$10,000.00

282-441-340-264-0000 (Reimbursable Grants Citywide Fund promotional materials account) - \$10,000.00

No financial impact on the City's General Fund budget.

**ENVIRONMENTAL REVIEW:**

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

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

**STAFF RECOMMENDATION:**

Adopt the Resolution 1) authorizing the acceptance of the County of San Diego's Community Enhancement Program grant funds of \$10,000; 2) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Grant Agreement
2. Resolution

P – 1001836  
O – 12900  
E – 53666  
T – 001  
A – 100122  
Supplier # – 1114069

**COMMUNITY ENHANCEMENT PROGRAM  
GRANT AGREEMENT BETWEEN  
THE COUNTY OF SAN DIEGO  
AND City of National City**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and **City of National City**, a Municipal Corporation (Grantee) on \_\_\_\_\_.

WHEREAS during the 1982-83 fiscal year, the San Diego County Board of Supervisors established the Community Enhancement program; and

WHEREAS, pursuant to Board of Supervisors Policy B-58, the purpose of this Program is to provide funds to nonprofit and/or tax exempt organizations that stimulate tourism, promote the economy, create jobs, and improve the quality of life throughout San Diego County; and

WHEREAS, the County funds this program primarily with the County’s Transient Occupancy Tax; and

WHEREAS, on 6/26/2018 (12), the Board of Supervisors allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay Grantee the amount of \$10,000.00. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely for the following purpose: **A Kimball Holiday & Tree Lighting Celebration.**
3. **Term of Agreement.** The term of this Agreement shall be July 1, 2018 through June 30, 2019.
4. **Time Period for Use of Grant Funds and Documentation of Expenditures.**
  - (a) **Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 2 before the end of the Term of Agreement.**
  - (b) **Grantee shall complete Documentation of Contract Costs report setting forth Grantee’s total actual expenditures of the grant funds provided under this Agreement. Grantee shall submit this documentation to the County’s administrator promptly after spending the grant funds, but in no event later than 30 days after the end of the Term of Agreement specified above.** If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation not later than 30 days after the end of the extended Term.
  - (c) Grantee shall retain copies of all receipts, invoices, cash register tapes and other direct evidence of the expenditure of funds for which grant funds are used for the duration of the audit period specified in Paragraph 8.
  - (d) If the County’s administrator:
    - (i) determines that the Grantee failed to spend all of the grant funds

- (ii) disallows any expenditure by Grantee;
- (iii) determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement; or
- (iv) grant funds were used in a manner contrary to Paragraphs 2 or 5

Grantee shall refund to the County the amount specified by the County's administrator. Grantee shall make this refund within 7 County business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.

- (e) **If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) and (c) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement.** Within 7 County business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator.
- (f) If Grantee incurs expenses before the County pays the grant under this Agreement, the County will reimburse Grantee in an amount not to exceed the amount specified in Paragraph 1 upon submission of documentation to County's administrator setting forth Grantee's actual expenditures for the purpose specified in Paragraph 2 and approval of the documentation by County's administrator.

**5. Restrictions on use of grant funds.**

- (a) Grant funds shall not be used for any purpose prohibited by laws governing the use of public funds including, but not limited to, religious purposes, political campaigning, or purely private purposes or activities.
  - (i) If Grantee provides or participates in any activity for which public funds may not be used, such as religious activities, Grantee shall inform the County of this activity before accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the Agreement are used to support in any manner said activity.
- (b) Grantee shall not spend any grant funds on food or beverages.
- (c) Grantee shall not donate any grant funds to a third party.
- (d) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source.
- (e) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
- (f) Grantee shall comply with Board Policy B-58.
- (g) Grantee's failure to comply with any provision in Paragraph 5 shall constitute a material breach of this Agreement.

**6. Administrator of Agreement.** The Office of Financial Planning in the Auditor and Controller's Office shall administer this Agreement on behalf of the County, and **Elyana Delgado** at **(619) 336-4352** shall administer it on behalf of Grantee. County and Grantee may from time to time designate a different administrator by providing notice in the manner required by Paragraph 7.

**7. Notice.** All communications from Grantee to the County shall be sent to the Chief Financial Officer as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County: Chief Financial Officer  
Office of Financial Planning  
County of San Diego  
1600 Pacific Highway Room 352  
San Diego, CA 92101

Grantee: City of National City  
City of National City National City branch  
140 E. 12th Street, Suite B  
National City, CA 91950

Notices that are personally served shall be deemed delivered on the date served. Notices sent by certified mail shall be deemed delivered 5 County business days after mailing. County and Grantee may from time to time designate a new address for providing notice by providing notice of the new address in accordance with this Paragraph.

8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available, within 5 County business days of the receipt of a request, to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within San Diego County, California. Grantee shall maintain such records in an accessible location and condition for a period of not less than 4 years following receipt of final payment under this Agreement unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within 3 County business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 County business days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 County business days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.

12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.
13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Insurance.** Grantee shall maintain such insurance as will fully protect both Grantee and County from any or all claims under any workers' compensation act or employer's liability laws, and from any and all claims of whatsoever kind or nature for the damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from operations carried on under this Agreement, either by Grantee or by anyone directly or indirectly engaged or employed by Grantee. Grantee shall exonerate, indemnify and hold harmless County from and against, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to Grantee and Grantee's employees engaged in performance of this Agreement. County and its agents and employees shall not be, or be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties, or effects of Grantee.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collective, "County Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of funds and/or Grantee's use of County funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, agents, contractors, licensees or servants, including without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation; however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.

22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.

23. **(Reserved)**

24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above.

25. **Remedies.** Unless otherwise expressly provided herein, the rights and remedies in this Agreement are in addition to, and not a limitation on, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

26. **Prevailing Wage.** Unless exempted by applicable law (e.g., Labor Code § 1720.4), projects using over \$1,000 of grant funds for construction, alteration, demolition, installation, repair, refuse and ready mix concrete hauling, maintenance work, or any other work for which prevailing wages must be paid by Labor Code § 1720 et seq. shall be deemed a “public work” for prevailing wage purposes. It is not the intent of this Agreement to impose an obligation to pay prevailing wages on work otherwise exempt from the State’s prevailing wage laws. Grantee shall be solely responsible for ensuring prevailing wages are paid when owed.

Projects subject to the payment of prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Grantee shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are completed in accordance with the State’s prevailing wage regulations. Information regarding the State’s prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at [www.dir.ca.gov](http://www.dir.ca.gov), Labor Code § 1720, et seq., and 8 Cal. Code of Regs. § 16000, et seq.

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: \_\_\_\_\_  
Deputy Chief Administrative Officer/Auditor  
and Controller  
or Designated Representative

Ebony N. Shelton, Director  
Office of Financial Planning

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized signatory

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

[Note: Person signing on behalf of Grantee must be authorized by Grantee’s Board of Directors to sign this Agreement and must be same person Grantee listed in its funding application as being authorized to sign.]

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RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE COUNTY OF SAN DIEGO'S FISCAL YEAR 2019 COMMUNITY ENHANCEMENT PROGRAM GRANT FUNDS IN THE AMOUNT OF \$10,000 FOR THE CITY'S SPECIAL EVENT, "A KIMBALL HOLIDAY AND TREE LIGHTING CEREMONY", WITH NO MATCHING FUNDS REQUIRED; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE COUNTY OF SAN DIEGO TO RECEIVE THE COMMUNITY ENHANCEMENT PROGRAM GRANT FUNDS; AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITYWIDE FUND APPROPRIATION IN THE AMOUNT OF \$10,000 AND A CORRESPONDING REVENUE BUDGET

WHEREAS, in February 2018, Community Services staff applied for the County of San Diego's Community Enhancement Program Grant to support National City's annual special event "A Kimball Holiday and Tree Lighting Ceremony"; and

WHEREAS, the goal of the Community Enhancement Program, which is funded by a set percent of Transient Occupancy Tax revenues, is to stimulate tourism, promote the economy, create jobs, and provide a better quality of life for the community; and

WHEREAS, in June 2018, National City was awarded Community Enhancement Program grant funds in the amount of \$10,000 for "A Kimball Holiday and Tree Lighting Ceremony" to provide a snow hill, miniature train ride, a Reindeer Dash fun run, arts and crafts for youth, and additional holiday décor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the acceptance of the County of San Diego's Community Enhancement Program grant funds in the amount of \$10,000 for the City's special event "A Kimball Holiday and Tree Lighting Ceremony", with no matching funds required.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute an Agreement between the City of National City and the County of San Diego to receive the Fiscal Year 2019 Community Enhancement Program grant funds.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the establishment of a Reimbursable Grants Citywide Fund appropriation in the amount of \$10,000 and a corresponding revenue budget

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City delegating authority to the City Manager to make disability determinations under Government Code Section 21173; to make disability application on behalf of the City of National City pursuant to Government Code section 21152\(c\) for disability retirement for all employees; and to initiate requests for reinstatement of such employees who are retired for disability, and to certify such determinations to the California Public Employee Retirement System \(CalPERS\). \(Human Resources\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City delegating authority to the City Manager to make disability determinations under Government Code Section 21173; to make disability application on behalf of the City of National City pursuant to Government Code section 21152(c) for disability retirement for all employees; and to initiate requests for reinstatement of such employees who are retired for disability, and to certify such determinations to the California Public Employee Retirement System (CalPERS).

**PREPARED BY:** Irene Mosley, Interim Human Resources Director

**DEPARTMENT:** Human Resources

**PHONE:** 336-4309

**APPROVED BY:** 

**EXPLANATION:**

CalPERS contacted the City and requested that the City provide an updated Resolution, as Resolution 11314, dated and adopted in February 1974, therefore such Resolution does not contain the required statutory language as currently enacted. Additionally, CalPERS requires votes by Council Members.

The attached Resolution delegates Council authority to the City Manager to make determinations of disability on behalf of the City of National City (Government Code Section 21156), and whether such disability is industrial. The Resolution also delegates authority to make disability application on behalf of the City of National City pursuant to Government Code section 21152(c) for disability retirement of all employees and to initiate requests for reinstatement of such employees who are retired for disability.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Recommend Resolution Approval.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Resolution 11314  
Resolution

RESOLUTION NO. 11,314

RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE DETERMINATIONS UNDER SECTION 21023.6 GOVERNMENT CODE AND TO CERTIFY SUCH DETERMINATIONS TO THE PUBLIC EMPLOYEE'S RETIREMENT SYSTEM

WHEREAS, the City of National City (hereinafter referred to as Agency) is a contracting agency of the Public Employees' Retirement System;

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he is classified as a local safety member is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such Law;

WHEREAS, the City Council of the City of National City has determined upon legal advice that it may delegate authority to make such determinations to the incumbent of the position of City Manager;

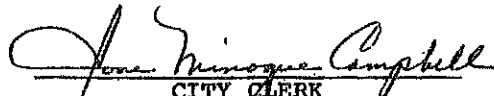
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City delegate and it does hereby delegate to the incumbent of the office of City Manager authority to make determinations under Section 21023.6, Government Code, on behalf of the Agency, of disability and whether such disability is industrial and to certify such determinations and all other necessary information to the Public Employees' Retirement System; and,

BE IT FURTHER RESOLVED that such incumbent be and he is authorized to make applications on behalf of the Agency for disability retirement of employees in employments in which they are local safety members and to initiate requests for reinstatement of such employees who are retired for disability.

PASSED AND ADOPTED this 19th day of February, 1974.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

**CERTIFIED TO BE A  
TRUE AND CORRECT COPY  
OF THE ORIGINAL DOCUMENT**

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

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
DELEGATING AUTHORITY TO THE CITY MANAGER TO MAKE DISABILITY  
DETERMINATIONS UNDER GOVERNMENT CODE SECTION 21173,  
TO MAKE DISABILITY APPLICATION ON BEHALF OF THE CITY OF  
NATIONAL CITY PURSUANT TO GOVERNMENT CODE SECTION  
21152(C) FOR DISABILITY RETIREMENT OF ALL EMPLOYEES, TO  
INITIATE REQUESTS FOR REINSTATEMENT OF SUCH EMPLOYEES  
WHO ARE RETIRED FOR DISABILITY, AND TO CERTIFY SUCH  
DETERMINATIONS TO THE CALIFORNIA PUBLIC EMPLOYEE  
RETIREMENT SYSTEM (CALPERS)

WHEREAS, this Resolution is made by the governing body, the City Council of  
the City of National City; and

WHEREAS, the City of National City (hereinafter referred to as "Agency") is a  
contracting agency of the California Public Retirement System; and

WHEREAS the California Public Retirement System has required an update to  
Resolution 11314, dated February 1974, to include current required language; and

WHEREAS the Public Employee's Retirement Law requires that a contracting  
agency determine whether an employee of the Agency is in employment in which he/she is  
classified as a local safety member and is disabled for purposes of the Public Employee's  
Retirement Law, and such disability is "industrial" within the meaning of such Law; and

WHEREAS, the City Council of the City of National City has determined upon  
legal advice that it may delegate authority under Government Code section 21173 to make such  
determinations to the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council delegates, and it  
does hereby delegate, applications on behalf of the City of National City pursuant to  
Government Code section 21152(c) for disability retirement of all employees and to initiate  
requests for reinstatement of such employees who are retired for disability.

BE IT FURTHER RESOLVED that the City Council delegates, and it does hereby  
delegate, to the City Manager the authority to make determinations of disability on behalf of the  
City of National City under Government Code section 21156, and whether such disability is  
industrial, and to certify such determinations and all other necessary information to the  
California Public Employee's Retirement System.

PASSED and ADOPTED this 16<sup>th</sup> day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit - Harvest Fest hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 31, 2018 from 6:00 p.m. to 9:00 p.m. with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – Harvest Fest hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 31, 2018 from 6 p.m. to 9 p.m. with no waiver of fees.

**PREPARED BY:** Dionisia Trejo

**DEPARTMENT:** Neighborhood Services Department

**PHONE:** (619) 336-4255

**APPROVED BY:** 

**EXPLANATION:**

This is a request from Cornerstone Church of San Diego to conduct a Harvest Festival at 1914 Sweetwater Road on October 31, 2018 from 6 p.m. to 9 p.m. Set up for the event will commence at 7:00 a.m. on the day of the event. This event will include live Christian music, trunk or treat, inflatable bouncer slides, face painting, game booths, food booths and eating areas with tables and chairs.

The Applicant will provide their own stage and audio equipment for this event.

Note: This will mark the 14<sup>th</sup> Annual Harvest Festival event by Cornerstone Church of San Diego.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

City fee of \$237.00 for processing the TUP through various City departments and \$500.00 for the Fire Inspection.

Total Fees \$737.00

**ENVIRONMENTAL REVIEW:**

N/A

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

**STAFF RECOMMENDATION:**

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

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

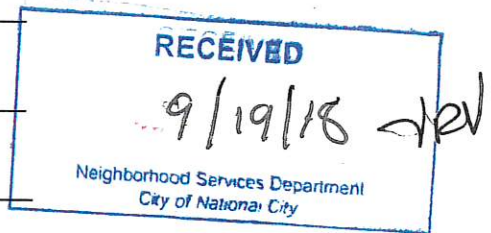
- Fair/Festival, Parade/March, Walk or Run, Concert/Performance, TUP, Sporting Event, Other (specify)

Event Name & Location

Event Title Harvest Fest
Event Location (list all sites being requested) Cornerstone Church of San Diego

Event Times

Set-Up Starts Date 10/31/18 Time 7:00am Day of Week Wednesday
Event Starts Date 10/31/18 Time 6:00pm Day of Week Wednesday
Event Ends Date 10/31/18 Time 9:00pm Day of Week Wednesday
Breakdown Ends Date 10/31/18 Time 11:00pm Day of Week Wednesday



Applicant Information

Applicant (Your name) Shannon Bryant Sponsoring Organization Cornerstone Church
Event Coordinator (if different from applicant) N/A
Mailing Address 1914 Sweetwater Rd National City 91950
Day Phone 619-425-9333 After Hours Phone 619-841-8082 Cell Fax
Public Information Phone 619-425-9333 E-mail shannon@turningthehearts.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Shannon Bryant Digitally signed by Shannon Bryant Date: 2017.02.15 11:36:48 -08'00' Date 9/19/18



# Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

## Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes  No

Are admission, entry, vendor or participant fees required? Yes  No

If YES, please explain the purpose and provide amount (s):

\_\_\_\_\_

\_\_\_\_\_

\$ 0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 15,000 Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

## Description of Event

First time event     Returning Event     include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Annual Harvest Fest celebration. Face painting, music and fun for kids. Also jumpers and trunk or treat  
Eating areas with tables and chairs. Free games provided.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Estimated Attendance

Anticipated # of Participants: 1500      Anticipated # of Spectators: 1000

**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes  No

List any streets requiring closure as a result of the event (provide map): \_\_\_\_\_  
\_\_\_\_\_

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes  No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):  
\_\_\_\_\_

Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Cornerstone Church  
security and traffic ministries.  
\_\_\_\_\_  
\_\_\_\_\_

Have you hired Professional Security to handle security arrangements for this event?

Yes  No  If YES, name and address of Security Organization \_\_\_\_\_  
\_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes  No  If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: Tower lights will be rented  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**First Aid**

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes  No  First aid/CPR certified? Yes  No

First aid station to be staffed by professional company. ▶ Company \_\_\_\_\_

**Accessibility**

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Event will be held on our property which meets ADA standards. Facility restrooms will be used.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Elements of your Event**

Setting up a stage? Yes  No

Requesting City's PA system

Requesting City Stage; if yes, which size?  Dimensions (13x28)  Dimensions (20x28)

Applicant providing own stage ▶ 20x28 (Dimensions)

Setting up canopies or tents?

10 # of canopies size 10X10

\_\_\_\_\_ # of tents size \_\_\_\_\_

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

20 # of tables  No tables being set up

300 # of chairs  No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables  No tables being set up

\_\_\_\_\_ # of chairs  No chairs being set up

Contractor Name: \_\_\_\_\_

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number



- Food/beverages to be handled by organization; no outside vendors
- Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_
  - ▶ Explain services \_\_\_\_\_
- Vendors passing out information only (no business license needed) # \_\_\_\_\_
  - ▶ Explain type(s) of information \_\_\_\_\_
- No selling or informational vendors at event

Having children activities? Yes  No

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the 'Facility Use Application', please contact the Engineering/Public Works Department at (619) 336-4580.

- Inflatable bouncer house # <sup>3</sup> \_\_\_\_\_  Rock climbing wall Height <sup>32'</sup> \_\_\_\_\_
- Inflatable bouncer slide # <sup>4</sup> \_\_\_\_\_  Arts & crafts (i.e., craft making, face painting, etc.)
- Other <sup>2-3 child amusement rides</sup> \_\_\_\_\_

Having fireworks or aerial display? Yes  No

- Vendor name and license # \_\_\_\_\_
- Dimensions \_\_\_\_\_ Duration \_\_\_\_\_
- Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes  No

- Yes, but media will not require special set-up
- Yes, media will require special set-up. Describe \_\_\_\_\_



**NPDES-Litter Fence**

- City to install litter fence
- Applicant to install litter fence
- N/A

**Breaking down set-up the day after the event?**

- Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) \_\_\_\_\_
- No, breakdown will occur on the event day.

**How are you handling clean-up?**

- Using City crews
- Using volunteer clean-up crew during and after event.
- Using professional cleaning company during and after event.

**Miscellaneous**

Please list anything important about your event not already asked on this application:

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**Please make a copy of this application for your records.  
We do not provide copies.**



# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event: <u>Harvest Fest</u>	
Event Address: <u>Cornerstone Church of San Diego</u>	Expected # of Attendees: <u>1500</u>
Event Host/Coordinator: <u>Shannon Bryant</u>	Phone Number: <u>619-425-9333</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>15</u>	X		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>10</u>	X		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			X
Do all storm drains have screens to temporarily protect trash and debris from entering?			X
Are spill cleanup kits readily available at designated spots?			X

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.



# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: Cornerstone Church of San Diego

Person in Charge of Activity: Shannon Bryant

Address: 1914 Sweetwater Road National City, CA. 91950

Telephone: 619 841 8082 ~~Date(s) of Use:~~

### HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

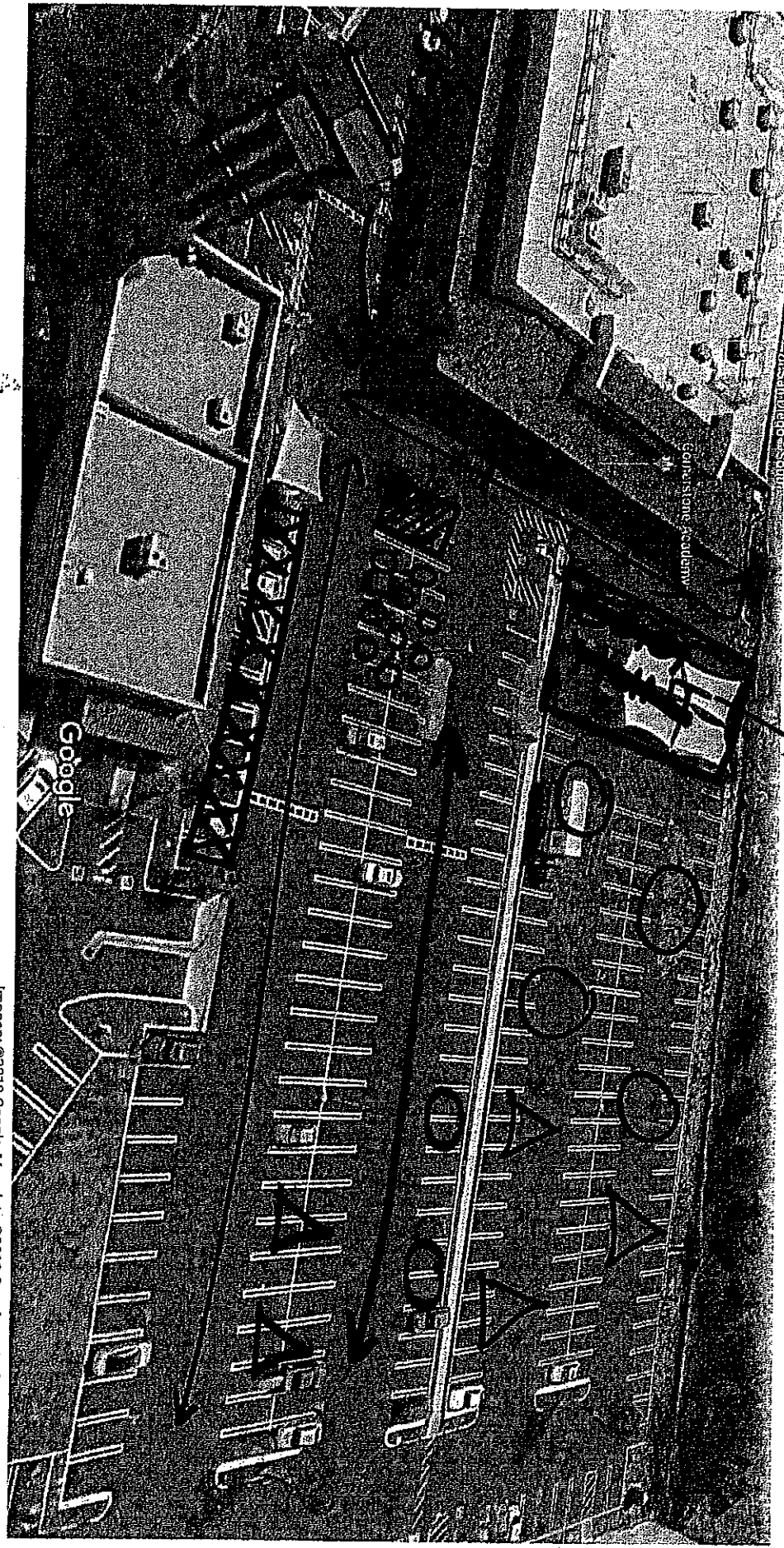
Signature of Applicant: Shannon Bryant Digitally signed by Shannon Bryant  
Date: 2017.02.15 15:12:35 -08'00'

Official Title: Hospitality DR. Date: 9/19/18

~~For Office Use Only~~

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_

Savage



O Inflatables

Δ Kiddie rides

XXXXXX

Food area

▨ Stage

OTables/chairs

← → Fire lane/path

Imagery ©2018 Google, Map data ©2018 Google 20 ft

**CITY OF NATIONAL CITY  
 NEIGHBORHOOD SERVICES DEPARTMENT  
 APPLICATION FOR A TEMPORARY USE PERMIT  
 RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Cornerstone Church**  
 EVENT: **Harvest Fest**  
 DATE OF EVENT: **October 31, 2018**

APPROVALS:

DEVELOPMENT SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
RISK MANAGER	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
PUBLIC WORKS	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
FINANCE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
FIRE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
POLICE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
CITY ATTORNEY	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
COMMUNITY SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
NEIGHBORHOOD SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comments

Planning

- Speakers shall face away from residential areas
- All activities shall comply with Table III of Title 12 (Noise) of the National City Municipal Code

Engineering

No comments

POLICE DEPARTMENT

The police department has no stipulations regarding this event. Patrol Officer may extra patrol as calls for service permit.

CITY ATTORNEY

Approved on condition that Risk Manager approves.

## **COMMUNITY SERVICES**

No involvement

## **NEIGHBORHOOD SERVICES**

***Neighborhood Notifications*** – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

## **RISK MANAGER (619) 336-4370**

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

## **PUBLIC WORKS (619)366-4580**

No involvement

## **FINANCE**

Cornerstone has a current license. The TUP application states there will be no outside vendors for this event. Finance/Business License has no stipulations for this event

**Inspection Required**  
**If inspection is after 6pm a \$200 fee will be charged.**  
**Carnivals and Fairs required a \$500 Permit.**  
**Current total with inspection before 6pm is \$500.**

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Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways.
- 2) Fire Department access into and through booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 6) Provide a 2A:10BC fire extinguisher at stage area. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. *See Attached*
- 7) Internal combustion power sources that may be used for inflatables, shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use.
- 8) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away stage area.
- 9) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all rides, cooking areas, game booths, etc.

- 11) If tents or canopies are used, the following information shall apply:
- Tents having an area from 0-200 square feet shall be \$200.00
  - Tents having an area more than 201 square feet shall be \$400.00
  - Canopies having an area from 0-400 square feet shall be no charge.
  - Canopies from 401-500 square feet shall be \$250.00.
  - Canopies from 501-600 square feet shall be \$300.00.
  - Canopies from \$601.00 or greater shall be \$400.00.
  - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
  - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.
- A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet State Fire Marshal approval for cooking. See Fire Marshal for required explanation.**
- 12) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of tents or canopies.
- 13) All cooking booths or areas to have one 2A:10BC fire extinguisher. **If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required.** See Fire Marshal for required explanation. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 14) First Aid will be provided by Cornerstone Church of San Diego personnel.
- 15) Provide vendors blow up jumpers, slides, etc. California State Fire Marshal Certificate for Flame Resistance.
- 16) All blower motors for Jumpers, slides, etc. must be listed for use.
- 16) Carnivals and Fairs require a \$500 Permit.
- 17) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of one hundred (\$200.00) dollars.

Fire Department fees can only be waived by City Council.

The following page(s) contain the backup material for Agenda Item: [Investment transactions for the month ended July 31, 2018. \(Finance\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Investment transactions for the month ended July 31, 2018.

**PREPARED BY:** *Ron Gutlay*

**PHONE:** 619-336-4346

**DEPARTMENT:** Finance

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

**EXPLANATION:**

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending July 31, 2018.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**  
NA

**APPROVED:** *Mark Roberto* **FINANCE**

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

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Accept and file the Investment Transaction Ledger for the month ended July 31, 2018.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Investment Transaction Ledger





Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	07/01/2018	60934N807	2,300.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	2,300.00	0.00	2,300.00	0.00
Purchase	07/03/2018	60934N807	214.22	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	214.22	0.00	214.22	0.00
Purchase	07/05/2018	931142EJ8	400,000.00	Wal-Mart Stores Note 3.125% Due 6/23/2021	100.513	2.94%	402,052.00	277.78	402,329.78	0.00
Purchase	07/06/2018	02582JHE3	190,000.00	American Express Credit 2017-3 A 1.77% Due 11/15/2022	98.063	2.69%	186,318.75	196.18	186,514.93	0.00
Purchase	07/13/2018	60934N807	6,828.13	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	6,828.13	0.00	6,828.13	0.00
Purchase	07/15/2018	60934N807	3,600.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	3,600.00	0.00	3,600.00	0.00
Purchase	07/15/2018	60934N807	450,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	450,000.00	0.00	450,000.00	0.00
Purchase	07/15/2018	90LAIF500	127,210.60	Local Agency Investment Fund State Pool	1.000	1.90%	127,210.60	0.00	127,210.60	0.00
Purchase	07/16/2018	60934N807	280.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	280.25	0.00	280.25	0.00
Purchase	07/16/2018	60934N807	582.08	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	582.08	0.00	582.08	0.00
Purchase	07/16/2018	60934N807	9,019.49	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	9,019.49	0.00	9,019.49	0.00
Purchase	07/16/2018	60934N807	39,950.45	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	39,950.45	0.00	39,950.45	0.00
Purchase	07/16/2018	60934N807	32,973.84	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	32,973.84	0.00	32,973.84	0.00
Purchase	07/16/2018	60934N807	463.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	463.75	0.00	463.75	0.00
Purchase	07/18/2018	02587AAJ3	300,000.00	American Express Credit 2017-1 1.93% Due 9/15/2022	98.488	2.93%	295,464.84	48.25	295,513.09	0.00
Purchase	07/18/2018	60934N807	13,000.43	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	13,000.43	0.00	13,000.43	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	07/18/2018	60934N807	438.96	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	438.96	0.00	438.96	0.00
Purchase	07/20/2018	60934N807	2,531.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	2,531.25	0.00	2,531.25	0.00
Purchase	07/20/2018	60934N807	450,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	450,000.00	0.00	450,000.00	0.00
Purchase	07/23/2018	60934N807	4,500.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	4,500.00	0.00	4,500.00	0.00
Purchase	07/24/2018	3135G0U27	300,000.00	FNMA Note 2.5% Due 4/13/2021	99.257	2.78%	297,771.00	2,104.17	299,875.17	0.00
Purchase	07/25/2018	47788EAB4	400,000.00	John Deere Owner Trust 2018-B A2 2.83% Due 4/15/2021	99.996	2.85%	399,983.60	0.00	399,983.60	0.00
Purchase	07/25/2018	60934N807	5,625.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	5,625.00	0.00	5,625.00	0.00
Purchase	07/28/2018	60934N807	4,900.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	4,900.00	0.00	4,900.00	0.00
Purchase	07/29/2018	60934N807	4,700.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	4,700.00	0.00	4,700.00	0.00
Purchase	07/31/2018	60934N807	7,618.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.55%	7,618.75	0.00	7,618.75	0.00
<b>Subtotal</b>			<b>2,756,737.20</b>				<b>2,748,327.39</b>	<b>2,626.38</b>	<b>2,750,953.77</b>	<b>0.00</b>
Short Sale	07/25/2018	60934N807	-399,983.60	Federated Investors Govt Oblig Fund Inst.	1.000		-399,983.60	0.00	-399,983.60	0.00
<b>Subtotal</b>			<b>-399,983.60</b>				<b>-399,983.60</b>	<b>0.00</b>	<b>-399,983.60</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>2,356,753.60</b>				<b>2,348,343.79</b>	<b>2,626.38</b>	<b>2,350,970.17</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	07/25/2018	60934N807	-399,983.60	Federated Investors Govt Oblig Fund Inst.	1.000		-399,983.60	0.00	-399,983.60	0.00
<b>Subtotal</b>			<b>-399,983.60</b>				<b>-399,983.60</b>	<b>0.00</b>	<b>-399,983.60</b>	<b>0.00</b>



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	07/05/2018	60934N807	402,329.78	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	402,329.78	0.00	402,329.78	0.00
Sale	07/06/2018	60934N807	186,514.93	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	186,514.93	0.00	186,514.93	0.00
Sale	07/18/2018	60934N807	295,513.09	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	295,513.09	0.00	295,513.09	0.00
Sale	07/24/2018	60934N807	299,875.17	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	299,875.17	0.00	299,875.17	0.00
Sale	07/25/2018	60934N807	399,983.60	Federated Investors Govt Oblig Fund Inst.	1.000	1.52%	399,983.60	0.00	399,983.60	0.00
<b>Subtotal</b>			<b>1,584,216.57</b>				<b>1,584,216.57</b>	<b>0.00</b>	<b>1,584,216.57</b>	<b>0.00</b>
Paydown	07/16/2018	02582JHE3	0.00	American Express Credit 2017-3 A 1.77% Due 11/15/2022	100.000		0.00	280.25	280.25	0.00
Paydown	07/16/2018	161571HF4	0.00	Chase CHAIT 2016-A5 1.27% Due 7/15/2021	100.000		0.00	582.08	582.08	0.00
Paydown	07/16/2018	47788BAB0	8,877.97	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		8,877.97	141.52	9,019.49	0.77
Paydown	07/16/2018	65478GAB6	39,430.61	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	100.000		39,430.61	519.84	39,950.45	1.55
Paydown	07/16/2018	89237RAB4	32,447.22	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		32,447.22	526.62	32,973.84	0.31
Paydown	07/16/2018	89238BAB8	0.00	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		0.00	463.75	463.75	0.00
Paydown	07/18/2018	43814PAB6	12,848.33	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 1/21/2020	100.000		12,848.33	152.10	13,000.43	1.14
Paydown	07/18/2018	43814UAG4	0.00	Honda Auto Receivables 2018-2 A3 3.01% Due 5/18/2022	100.000		0.00	438.96	438.96	0.00
<b>Subtotal</b>			<b>93,604.13</b>				<b>93,604.13</b>	<b>3,105.12</b>	<b>96,709.25</b>	<b>3.77</b>



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Maturity	07/15/2018	912828XK1	450,000.00	US Treasury Note 0.875% Due 7/15/2018	100.000		450,000.00	0.00	450,000.00	1,439.90
Maturity	07/20/2018	3135G0E33	450,000.00	FNMA Note 1.125% Due 7/20/2018	100.000		450,000.00	0.00	450,000.00	310.44
<b>Subtotal</b>			<b>900,000.00</b>				<b>900,000.00</b>	<b>0.00</b>	<b>900,000.00</b>	<b>1,750.34</b>
Security Withdrawal	07/06/2018	60934N807	2,154.82	Federated Investors Govt Oblig Fund Inst.	1.000		2,154.82	0.00	2,154.82	0.00
Security Withdrawal	07/20/2018	90LAIF\$00	2,000,000.00	Local Agency Investment Fund State Pool	1.000		2,000,000.00	0.00	2,000,000.00	0.00
Security Withdrawal	07/30/2018	90LAIF\$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Withdrawal	07/31/2018	90SDCP\$00	13,000.00	County of San Diego Pooled Investment Pool	1.000		13,000.00	0.00	13,000.00	0.00
<b>Subtotal</b>			<b>7,015,154.82</b>				<b>7,015,154.82</b>	<b>0.00</b>	<b>7,015,154.82</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>9,192,991.92</b>				<b>9,192,991.92</b>	<b>3,105.12</b>	<b>9,196,097.04</b>	<b>1,754.11</b>
<b>OTHER TRANSACTIONS</b>										
Interest	07/01/2018	3133EFW52	400,000.00	FFCB Note 1.15% Due 7/1/2019	0.000		2,300.00	0.00	2,300.00	0.00
Interest	07/13/2018	3137EADB2	575,000.00	FHLMC Note 2.375% Due 1/13/2022	0.000		6,828.13	0.00	6,828.13	0.00
Interest	07/15/2018	912828S43	435,000.00	US Treasury Note 0.75% Due 7/15/2019	0.000		1,631.25	0.00	1,631.25	0.00
Interest	07/15/2018	912828XK1	450,000.00	US Treasury Note 0.875% Due 7/15/2018	0.000		1,968.75	0.00	1,968.75	0.00
Interest	07/20/2018	3135G0E33	450,000.00	FNMA Note 1.125% Due 7/20/2018	0.000		2,531.25	0.00	2,531.25	0.00
Interest	07/23/2018	46625HKA7	400,000.00	JP Morgan Chase Callable Note Cont 12/23/2019 2.25% Due 1/23/2020	0.000		4,500.00	0.00	4,500.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	07/25/2018	45950KCM0	500,000.00	International Finance Corp Note 2.25% Due 1/25/2021	0.000		5,625.00	0.00	5,625.00	0.00
Interest	07/28/2018	69353RFE3	400,000.00	PNC Bank Callable Note Cont 6/28/2022  2.45% Due 7/28/2022	0.000		4,900.00	0.00	4,900.00	0.00
Interest	07/29/2018	91159HHL7	400,000.00	US Bancorp Callable Note 1X 12/29/2020 2.35% Due 1/29/2021	0.000		4,700.00	0.00	4,700.00	0.00
Interest	07/31/2018	912828SD3	400,000.00	US Treasury Note 1.25% Due 1/31/2019	0.000		2,500.00	0.00	2,500.00	0.00
Interest	07/31/2018	912828TH3	400,000.00	US Treasury Note 0.875% Due 7/31/2019	0.000		1,750.00	0.00	1,750.00	0.00
Interest	07/31/2018	912828UL2	490,000.00	US Treasury Note 1.375% Due 1/31/2020	0.000		3,368.75	0.00	3,368.75	0.00
<b>Subtotal</b>			<b>5,300,000.00</b>				<b>42,603.13</b>	<b>0.00</b>	<b>42,603.13</b>	<b>0.00</b>
Dividend	07/01/2018	90SDCP\$00	16,297,000.00	County of San Diego Pooled Investment Pool	0.000		24,168.50	0.00	24,168.50	0.00
Dividend	07/03/2018	60934N807	12,096.48	Federated Investors Govt Oblig Fund Inst.	0.000		214.22	0.00	214.22	0.00
Dividend	07/15/2018	90LAIF\$00	2,402,823,613.49	Local Agency Investment Fund State Pool	0.000		127,210.60	0.00	127,210.60	0.00
<b>Subtotal</b>			<b>2,419,132,709.97</b>				<b>151,593.32</b>	<b>0.00</b>	<b>151,593.32</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>2,424,432,709.97</b>				<b>194,196.45</b>	<b>0.00</b>	<b>194,196.45</b>	<b>0.00</b>

The following page(s) contain the backup material for Agenda Item: [Warrant Register #11 for the period of 09/05/18 through 09/11/18 in the amount of \\$1,954,603.89.](#)  
[\(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #11 for the period of 09/05/18 through 09/11/18 in the amount of \$1,954,603.89.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

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

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 09/05/18 through 09/11/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	337003	87,780.40	GRP# R1192A – Aug 2018
Kaiser Foundation HP	337007	190,732.44	GRP# 104220-0002 – Aug 2018
Sweetwater Authority	337034	56,402.34	Water Services for Facilities FY19
Adminsure Inc	267486	110,917.64	W/C Acct Replenishment – Aug 18

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

Warrant total \$1,954,603.89.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,954,603.89

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 11



**WARRANT REGISTER # 11  
9/11/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AAIR PURIFICATION SYSTEMS	XL TAIL PIPE GRABBER / PW	336964	9/10/18	1,938.04
ACME SAFETY & SUPPLY CORP	DAY-NITE TRAFFIC CONES-#7 / PW	336965	9/10/18	490.35
ALIGNMENT EXPRESS OF CA INC	ALIGNMENT ON STREET SWEEPER	336966	9/10/18	225.00
FIRE ETC	REDBACK USBBK PULL-ON, STATION BOOT / FIRE	336967	9/10/18	124.99
HAAKER EQUIPMENT COMPANY	FRONT WIND, CONTROL COMPLIANT / PW	336968	9/10/18	2,164.31
HUB CONSTRUCTION	EXPANSION JOINTS - CURB AND GUTTER	336969	9/10/18	146.82
SOUTHWEST SIGNAL SERVICE	MONTHLY MAINTENANCE JUNE 2018	336970	9/10/18	5,707.24
VALLEY POWER SYSTEMS INC	PARTS / PW	336971	9/10/18	1,354.49
ABLE PATROL & GUARD	SECURITY SERVICES / LIBRARY	336972	9/11/18	3,044.70
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - SEPTEMBER	336973	9/11/18	830.56
AIRGAS WEST	MOP 45714 SAFETY APPAREL / PW	336974	9/11/18	140.73
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	336975	9/11/18	180.00
AMAZON	BOOKS / LIBRARY	336976	9/11/18	1,903.48
AMERIPRISE AUTO	LIABILITY CLAIM COST	336977	9/11/18	8,687.58
ATAP - ASSOCIATION OF THREAT	THREAT ASSESSMENT TRAINING	336978	9/11/18	200.00
BAKER & TAYLOR	BOOKS / LIBRARY	336979	9/11/18	133.20
BEST BEST & KRIEGER ATTN LAW	LIABILITY CLAIM COST	336980	9/11/18	2,478.00
BLACK, N	REIMBURSEMENT FOR STRIKE TEAM COSTS	336981	9/11/18	1,664.92
BOOT WORLD	MOP 64096 SAFETY APPAREL PW	336982	9/11/18	125.00
C A P F	SEPTEMBER 2018 - FIRE LTD	336983	9/11/18	931.00
CALIFORNIA COMMERCIAL SECURITY	MOP 45754 GENERAL SUPPLIES PW	336984	9/11/18	109.83
CALIFORNIA LAW ENFORCEMENT	SEPTEMBER 2018 - PD LTD	336985	9/11/18	2,082.50
CASILLAS, J	LICENSE REIMBURSEMENT	336986	9/11/18	76.00
CHRISTENSEN & SPATH LLP	CHRISTENSEN & SPATH LLP HED	336987	9/11/18	5,118.75
CITY OF LEMON GROVE	LIABILITY CLAIM COST	336988	9/11/18	507.85
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT JUL 2018	336989	9/11/18	363.45
CORNERSTONE CHURCH OF SD	STATE OF THE CITY ADDRESS USE FACILITY	336990	9/11/18	3,000.00
CYNTHIA TITGEN CONSULTING INC	WORKERS' COMPENSATION CONSULTING AUGUST	336991	9/11/18	2,012.50
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2019	336992	9/11/18	1,176.39
DUNBAR ARMORED INC	ARMORED SERVICES - FINANCE	336993	9/11/18	280.23
EBSCO INFORMATION SERVICES	EBSCO DATABASES SUBSCRIPTION FY 19	336994	9/11/18	16,899.00
ESGIL CORPORATION	PLAN CHECKS / BUILDING	336995	9/11/18	25,531.44
EXOS COMMUNITY SERVICES LLC	POOL MANAGEMENT FEE / CSD	336996	9/11/18	34,289.42
EXPRESS PIPE AND SUPPLY	CITY WIDE PLUMBING PARTS / PW	336997	9/11/18	3,552.17
GONZALES, R	TRAINING ADV LOD OIS / R. G.	336998	9/11/18	1,015.32
GRAINGER	MOP 65179 / SUPPLIES / FIRE	336999	9/11/18	635.03
HDL COREN & CONE	CAFR SERVICES / FINANCE	337000	9/11/18	645.00
HEALTH NET	GRP# N7176F - AUG 2018	337001	9/11/18	1,522.34
HEALTH NET	GRP# N7177A - AUG 2018	337002	9/11/18	1,181.18
HEALTH NET INC	GRP# R1192A - AUG 2018	337003	9/11/18	87,780.40
HEALTH NET INC	GRP# 57135A - AUG 2018	337004	9/11/18	4,770.08
HEALTH NET INC	HEALTH NET INS ADJUST - MULTIPLE GROUPS	337005	9/11/18	38.06
HMS CONSTRUCTION INC	HIGHLAND AVE TRAFFIC SIGNAL M.	337006	9/11/18	15,390.00
KAISER FOUNDATION HEALTH PLANS	GROUP NO. 104220-0002 AUG 2018	337007	9/11/18	190,732.44
KAISER FOUNDATION HEALTH PLANS	GROUP NO 104220-01, 06, 07 AUG 2018	337008	9/11/18	21,249.62
KAISER FOUNDATION HEALTH PLANS	GROUP NO. 104220-03, 09 AUG 2018	337009	9/11/18	5,612.61





**WARRANT REGISTER # 11  
9/11/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KAISER FOUNDATION HEALTH PLANS	GROUP NO. 104220-7002 AUG 2018	337010	9/11/18	4,821.15
KETCHUM MFG CO INC	DANGEROUS DOG TAG / FINANCE	337011	9/11/18	162.00
LOZANO SMITH LLP	LEGAL SERVICES	337012	9/11/18	19,049.05
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES PW	337013	9/11/18	571.06
MIDWEST TAPE	AUDIO VISUAL MATERIALS FOR FY2019	337014	9/11/18	522.28
MIDWEST TAPE	DVDS / LIBRARY	337015	9/11/18	117.86
MTS	MTS TROLLEY FLAGGER SERVICE	337016	9/11/18	79.24
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2019	337017	9/11/18	520.00
PENSKE FORD	R&M CITY VEHICLES FY 2019	337019	9/11/18	459.10
PICASSO COUNTERTOP & CABINET	PD COUNTERTOPS - REPORT WRITING ROOM-PW	337020	9/11/18	1,468.12
PRO BUILD	MOP 45707 GENERAL SUPPLIES PW	337021	9/11/18	668.79
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES PW	337022	9/11/18	181.98
RAMOS, D	LIABILITY CLAIM COST	337023	9/11/18	41.00
RELIANCE STANDARD	GRP VA1826233/VC1801146 & VG180848 AUG 2018	337024	9/11/18	4,188.33
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	337025	9/11/18	400.00
SASI	MONTHLY TRUST ACCOUNTING 2018	337026	9/11/18	44.10
SDCHCC	SDCHC MEMBERSHIP / MORRISON	337027	9/11/18	149.00
SDG&E	SDG&E UTILITIES FOR FACILITIES FY 2019	337028	9/11/18	19,027.46
SDG&E	WASTEWATER GAS & ELECTRIC UTILITIES	337029	9/11/18	1,303.20
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. BUSINESS CARDS / SALAZAR	337030	9/11/18	36.98
SOUTH BAY COMMUNITY SERVICES	HOME TBRA III CONTRACT FY17-18 HED	337031	9/11/18	38,149.00
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES/LIBRARY.	337032	9/11/18	806.51
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / FINANCE	337033	9/11/18	144.22
SWEETWATER AUTHORITY	WATER SERVICES FOR FACILITIES FY 2019	337034	9/11/18	56,402.34
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SAFETY SUPPLIES PW	337035	9/11/18	1,480.31
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE PERIOD APR - JUN 2018	337036	9/11/18	300.00
THE PUN GROUP LLP	INDEPENDENT AUDITING SERVICES / FINANCE	337037	9/11/18	20,000.00
THE SHOPPER INC	DVD SUPPLIES / LIBRARY	337038	9/11/18	830.88
THE STAR NEWS	PD UNCLAIMED PROPERTY & BICYCLES	337039	9/11/18	61.50
TIP OF SAN DIEGO COUNTY	ON-SCENE 24 HOUR VOLUNTEER RESPONSE SERV	337040	9/11/18	8,000.00
TURF STAR	DE-MYSTIFICATION OF SPRAYERS SEMINAR	337041	9/11/18	100.00
U S BANK	CREDIT CARD EXPENSES / CMO	337042	9/11/18	15.96
U S HEALTHWORKS	DOT EXAM	337043	9/11/18	96.00
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	337044	9/11/18	610.45
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	337045	9/11/18	2,767.17
WEST PAYMENT CENTER	BOOKS / LIBRARY	337046	9/11/18	953.25
			<b>A/P Total</b>	<b>642,570.31</b>
<b>WIRED PAYMENTS</b>				
ADMINSURE INC	W/C ACCT REPLENISHMENT AUG 2018	267486	9/6/18	110,917.64
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET AUGUST 2018	267519	9/10/18	37,525.37

**PAYROLL**

Pay period	Start Date	End Date	Check Date	
19	8/28/2018	9/10/2018	9/19/2018	1,163,590.57

**GRAND TOTAL**

**\$1,954,603.89**

**Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

*Mark Roberts*  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
ALBERT MENDIVIL, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16<sup>TH</sup> OF OCTOBER 2018.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Warrant Register #12 for the period of 09/12/18 through 09/18/18 in the amount of \\$1,344,046.41.](#)  
[\(Finance\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #12 for the period of 09/12/18 through 09/18/18 in the amount of \$1,344,046.41.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

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

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 09/12/18 through 09/18/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
AMERESCO Inc	337050	249,151.94	Energy Services for July
Dick Miller	337064	52,881.07	Citywide Alley Improv.
Eagle Paving Company	337065	91,631.73	Citywide Ped. Midblock C.
South Coast Fire Equip	337092	695,843.30	Pierce Arrow XT Pumper / Fire

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

Warrant total \$1,344,046.41.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,344,046.41

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register # 12



**WARRANT REGISTER # 12  
9/18/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
211 SAN DIEGO	CITIES CONTRIBUTION FOR FY 2018/2019	337047	9/18/18	11,716.40
ALDEMCO	FOOD - NUTRITION CENTER	337048	9/18/18	5,570.85
ALL FRESH PRODUCTS	FOOD - NUTRITION CENTER	337049	9/18/18	1,949.75
AMERESCO INC	ENERGY SERVICES FOR JULY	337050	9/18/18	249,151.94
ANDERSON, S	TRAINING SWAT ADV LODGE/ ANDERSON	337051	9/18/18	1,452.77
ANGELO'S TOWING AND RECOVERY	VEHICLE TOW	337052	9/18/18	56.25
AT&T	AT&T SBC ANNUAL PHONE SERVICE - JUNE	337053	9/18/18	8,683.96
AT&T	AT&T SBC ANNUAL PHONE SERVICE - SEP	337054	9/18/18	70.98
CALIFORNIA PARK & REC	CPRS MEMBERSHIP RENEW - COMM SVCS	337055	9/18/18	475.00
COUNTY OF SAN DIEGO	NOVEMBER 06, 2018 ELECTION	337056	9/18/18	15,160.00
COUNTY OF SAN DIEGO	COMMUNICATIONS SYSTEM - AUGUST	337057	9/18/18	9,177.00
COUNTY OF SAN DIEGO	HIRT MEMBERSHIP, FY19	337058	9/18/18	44,871.00
COX COMMUNICATIONS	COX VIDEO SERVICES - SEPTEMBER	337059	9/18/18	950.50
CSAC EXCESS INS AUTHORITY	CERTIFICATES OF INSURANCE PROGRAM	337060	9/18/18	1,000.00
DANIELS TIRE SERVICE	TIRES / PW	337061	9/18/18	834.83
DE LAGE LANDEN	LEASE 20 SHARP COPIERS	337062	9/18/18	2,939.63
DE PASCALE, A	EDUCATIONAL REIMBURSEMENT	337063	9/18/18	1,280.49
DICK MILLER INC	CITYWIDE ALLEY IMPROV.	337064	9/18/18	52,881.07
EAGLE PAVING COMPANY INC	CITYWIDE PED. MIBLOCK C.	337065	9/18/18	91,631.73
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE AND MAINT- ENG	337066	9/18/18	15,256.05
GALLS INC	MFF GEAR / POLICE	337067	9/18/18	8,166.00
HP INC	CRADLEPOINT ROUTERS	337068	9/18/18	3,040.30
JANWAY COMPANY	IMPRINTED FLASH DRIVES - LIBRARY	337069	9/18/18	499.00
LA PRENSA SAN DIEGO	NOTICE OF ELECTION NOMINEES SPANISH FY19	337070	9/18/18	120.00
LONG, D	TRAINING POST SUB FTO UPD/LONG	337071	9/18/18	468.00
LOPEZ, TERESA YOLANDA	INTERPRETATION - 6/12/18 COUNCIL MEETING	337072	9/18/18	160.00
MARIOTA, R	TRAINING SWAT ADV LODGE/MARIOTA/PD	337073	9/18/18	1,452.77
MATLOCK, J	REIMBURSEMENT, POV MILEAGE	337074	9/18/18	339.73
MEYERS NAVE	LABOR RELATIONS AND NEGOTIATIONS SERVICE	337075	9/18/18	15,785.62
NFPA FULFILLMENT CENTER	FIRE CODES SUBSCRIPTION, NFPA	337076	9/18/18	1,345.50
PACIFIC TELEMAGEMENT SERVICE	PACIFIC TELEMAGEMENT SVCS - SEP	337077	9/18/18	78.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES - NUTRITION	337078	9/18/18	672.75
PIERSON, D	EDUCATIONAL REIMBURSEMENT	337079	9/18/18	1,242.00
PRO-EDGE KNIFE	KNIFE SHARPING SERVICE - NUTRITION	337080	9/18/18	46.00
PROFORCE LAW ENFORCEMENT	TSR X26 EXTENDED DPM / POLICE	337081	9/18/18	2,785.00
PROJECT PROFESSIONALS CORP	CITYWIDE TRAFFIC SIGNAL	337082	9/18/18	6,846.73
RAMIREZ, O	TRAINING ADV SUB MEDIA REL/RAMIREZ	337083	9/18/18	350.63
RIOS, MARTA	HCV PRGM MGMT SEMINAR & IN-CLASS EXAM	337084	9/18/18	997.79
RIVERSIDE COUNTY SHERIFF DEPT	TRAINING TUITION ROT/DOUGHERTY RAZIEL	337085	9/18/18	456.00
RODRIGUEZ, JOSE	MUSIC PERFORMANCE V R DINNER - COMM SVCS	337086	9/18/18	200.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES - NUTRITION	337087	9/18/18	1,897.81
SASE COMPANY INC	SC.10.510, SHAFT, FLAIL 9/16" FOR 10	337088	9/18/18	236.36
SEAPORT MEAT COMPANY	FOOD - NUTRITION CENTER	337090	9/18/18	1,586.84
SOS SURVIVAL PRODUCTS	PRODUCTS FOR EMERGENCY BAGS	337091	9/18/18	339.00
SOUTH COAST FIRE EQUIPMENT INC	PIERCE ARROW XT PUMPER / FIRE	337092	9/18/18	695,843.30



**WARRANT REGISTER # 12  
9/18/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - MIS	337093	9/18/18	135.79
SUAREZ, JOHN	NC GETS ACTIVE BIKE RODEO - COMM SVCS	337094	9/18/18	30.00
SYSCO SAN DIEGO INC	FOOD - NUTRITION CENTER	337095	9/18/18	5,702.80
TRI GROUP CONSTRUCTION AND	18TH ST BICYCLE ENHANCEMENT PROGRAM	337096	9/18/18	28,380.12
U S BANK	TRAINING PD CREDIT CARD	337097	9/18/18	1,927.95
U S BANK	CREDIT CARD CHARGES, FIRE	337098	9/18/18	4,034.57
VERIZON WIRELESS	VERIZON CELLULAR SERVICES - AUG	337099	9/18/18	11,406.38
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRONIC SUPPLIES - MIS	337100	9/18/18	278.69
			<b>A/P Total</b>	<b>1,311,961.63</b>
 <b>WIRED PAYMENTS</b>				
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE SEP 2018	754077	9/14/18	536.55
 <b>SECTION 8 HAPS</b>				
	<b>Start Date</b>	<b>End Date</b>		
	9/12/2018	9/18/2018		<b>31,548.23</b>
		<b>GRAND TOTAL</b>		<b><u>\$ 1,344,046.41</u></b>

**Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

*Mark Roberts*  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
ALBERT MENDIVIL, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16<sup>TH</sup> OF OCTOBER 2018.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City adding Chapter 2.63 to the National City Municipal Code regarding contractor responsibility requirements for public works construction. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.



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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing on the second reading and adoption of an Ordinance of the City Council of the City of National City adding Chapter 2.63 to the National City Municipal Code regarding contractor responsibility requirements for public works construction

**PREPARED BY:** Stephen Manganiello

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4382

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Ordinance adding Chapter 2.63 to the National City Municipal Code regarding contractor responsibility requirements for public works construction.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation / Presentation
2. Proposed Ordinance

## Explanation

On February 20, 2018, City Council directed staff to review a sample Contractor Responsibility Ordinance used by the City of Los Angeles and research whether or not other cities have adopted similar ordinances.

On May 1, 2018, the City Attorney's Office provided a report to City Council, which included the following preliminary findings:

- Sample Ordinance may conflict with case law interpretation of CA Public Contract Code;
- Sample Ordinance, as written, conflicts with the City's standard contract documents and procedures for Public Works Construction;
- There are no cities in San Diego Region that have adopted similar ordinances.

Engineering staff also performed research related to contractor responsibility. Staff contacted the City of Los Angeles to get a better understanding of how their Contractor Responsibility Ordinance has been implemented. The Assistant Director of the Bureau of Contract Administration (Public Works) for the City of L.A., who oversees enforcement of the City's governing policies and procedures, provided the following feedback:

- Confirmed Contractor Responsibility Ordinance (CRO) is still in effect and in use by City of LA;
- Contractor Responsibility Questionnaire (CRQ) and Pledge of Compliance must be completed and included with every bid for all construction contracts;
- CRO is not implemented as a "standalone" document; separate construction contract documents are still required for all public works projects;
- CRQ should be confidential – per CA Public Contract Code 20101, "The questionnaires and financial statements shall not be public records and shall not be open to public inspection..."

Staff also spoke with the Program Manager in the Office of Contract Compliance for the City of L.A., who confirmed that the City's Contractor Responsibility Ordinance is still in effect and primarily overseen by Bureau of Contract Administration. Lastly, staff visited the San Diego Contracting Opportunities Center in National City and met with the Director and Deputy Director. They reviewed the sample Ordinance and did not find it to be unreasonably burdensome or restrictive for small business.

On September 18, 2018, the City Engineer and Deputy City Attorney provided a joint presentation to City Council, which summarized their collective research and recommendations for revisions to the sample Ordinance. A copy of the presentation with recommendations is attached. On October 2, 2018 staff presented the attached Contractor Responsibility Ordinance that incorporated the recommended changes. City Council voted 5-0 to approve the introduction / first reading of the Ordinance. Said Ordinance is now presented for the second reading and adoption.



# **Contractor Responsibility Ordinance**

*City Council Meeting  
September 18, 2018*

## Background

- 2/20/2018: City Council directed staff to review a sample Contractor Responsibility Ordinance used by the City of Los Angeles and research whether or not other cities have adopted similar ordinances
- 5/1/2018: City Attorney's Office provided a report to City Council
  - Staff findings:
    - Sample Ordinance may conflict with case law interpretation of CA Public Contract Code
    - Sample Ordinance, as written, conflicts with the City's standard contract documents and procedures for Public Works Construction
    - There are no cities in San Diego Region that have adopted similar ordinances
  - City Council directed staff to return with a Contractor Responsibility Ordinance for discussion

## Research

- Staff contacted the City of Los Angeles and San Diego Contracting Opportunities Center in National City
  - Assistant Director - Bureau of Contract Administration (Public Works) for the City of Los Angeles: oversees enforcement of the City's governing policies and procedures
    - Confirmed Contractor Responsibility Ordinance (CRO) is still in effect and in use by City of LA
    - Contractor Responsibility Questionnaire (CRQ) and Pledge of Compliance must be completed and included with every bid for all construction contracts
    - CRO is not implemented as a "standalone" document; separate construction contract documents are still required for all public works projects
    - CRQ should be confidential – per CA Public Contract Code 20101, "The questionnaires and financial statements shall not be public records and shall not be open to public inspection..."
  - Program Manager – Office of Contract Compliance for the City of LA
    - Confirmed Contractor Responsibility Ordinance is still in effect and primarily overseen by Bureau of Contract Administration
  - Director and Deputy Director – San Diego Contracting Opportunities Center
    - Did not find Ordinance to be unreasonably burdensome or restrictive for small business

## Staff Recommendations

- Staff recommends the following substantive changes to the sample Contractor Responsibility Ordinance
  - Contractor Responsibility shall be determined “after” a determination of “responsiveness”
    - After the bid opening and certification of the bid results, staff shall review the apparent low bidder’s bid for “responsiveness”
    - If a determination is made that the apparent low bidder’s bid is “responsive,” the contractor shall complete and submit the Responsibility Questionnaire, Pledge of Compliance and any additional forms for determination of responsibility within 7 calendar days of notification
    - If a determination of responsiveness is made, staff will recommend contract award at the next available City Council meeting; all subcontractors will be required to submit a Pledge of Compliance prior to contract award
    - Requiring “all” bidders to submit contractor responsibility documents as part of their bid is unreasonably burdensome on contractors and may result in an increase in “nonresponsive” bids, which would not be in the public’s best interest.

## Staff Recommendations

- Rephrase Section 2(c) to comply with CA Public Contract Code 20101: "The questionnaires and financial statements shall not be public records and shall not be open to public inspection..."
- Rephrase Section 2(d) to comply with CA Supreme Court case on responsibility hearings.
- Remove Section 4(b) under "Exemptions"
- Remove all references to "Rules and Regulations" for implementation (See Sections 5 and 7) – the contract documents and supplemental ordinance (if adopted) provide the requirements for contractor bidding, responsibility and project construction
- Remove the first sentence of Section 6(b) because this provision has retroactive application
- Remove Section 7(b) and (c) because these provisions have retroactive application

## Next Steps

- 9/18/2018: City Council to provide direction to staff on proposed changes to the sample Ordinance by way of formal vote
- 10/2/2018: City Council to hold public hearing to introduce proposed Ordinance
- 10/16/2018: City Council to hold public hearing to consider adoption of proposed Ordinance
- 11/20/2018: Staff will develop and present to City Council a Responsibility Questionnaire, Pledge of Compliance and any additional forms for determination of contractor responsibility; Council shall provide direction to staff by way of formal vote
- 12/4/2018: Staff will present final contractor responsibility documents for adoption by City Council



ORDINANCE NO. 2018 – 2450

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AMENDING THE NATIONAL CITY MUNICIPAL CODE BY ADDING  
CHAPTER 2.63 PERTAINING TO CONTRACTOR RESPONSIBILITY

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, the current practice of the National City Engineering/Public Works Department is to determine whether contractors are responsible to perform public works construction projects by using the City's standard contract documents and procedures for public works construction projects; and

WHEREAS, on February 20, 2018, City Council directed staff to review a sample Contractor Responsibility Ordinance used by the City of Los Angeles and research whether other cities had adopted similar ordinances; and

WHEREAS, on May 1, 2018, City Council directed staff to return with a report on how the sample Contractor Responsibility Ordinance could be modified to conform to State law and the City's standard contract documents and procedures for public works construction projects; and

WHEREAS, on September 18, 2018, the City Council directed staff to return to the City Council on October 2, 2018, with a Contractor Responsibility Ordinance that incorporated staff's recommended changes to conform to State law and the City's standard contract documents and procedures for public works construction projects.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

**SECTION 1.** Chapter 2.63 of the National City Municipal Code is hereby added to Title 2 to read as follows:

CHAPTER 2.63  
CONTRACTOR RESPONSIBILITY

Sections:

- 2.63.010 Definitions.
- 2.63.020 Determination of contractor responsibility.
- 2.63.030 Compliance with all laws.
- 2.63.040 Exemptions.
- 2.63.050 Administration.
- 2.63.060 Enforcement.
- 2.63.070 Application of this Chapter.
- 2.63.080 Consistency with federal or State law.
- 2.63.090 Severability.

Section 2.63.010. Definitions.

- A. "Awarding authority" means the City of National City.
- B. "Contract" as used within this Chapter, means any contracts for the performance of public works construction, alteration, demolition, installation, or repair work within the meaning of California Labor Code Section 1720(a).
- C. "Contractor" means any person, firm, corporation, partnership, association, or any combination thereof, which enters into a contract with the awarding authority.
- D. "Subcontractor" means any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract.
- E. "Bidder" means any person or entity that applies for any contract whether or not the application process is through an Invitation for bid, Request for Proposal, Request for Qualifications or other procurement process.
- F. "Bid" means any application submitted by a bidder in response to an Invitation to bid, request for proposal, or request for qualifications or other procurement process.
- G. "Invitation for Bid" means the process through which the awarding authority solicits bids, including requests for proposals and requests for qualifications.

Section 2.63.020 Determination of contractor responsibility.

- A. Prior to awarding a contract, the city engineer, or designee, shall make a determination that the prospective contractor is one that has the necessary quality, fitness, and capacity to perform the work set forth in the contract. Responsibility will be determined by the city engineer, or designee, from reliable information concerning a number of criteria, including but not limited to: management expertise; technical qualifications; experience; organization; material; equipment and facilities necessary to perform the work; financial resources; satisfactory performance on other contracts; satisfactory record of compliance with relevant laws and regulations; and satisfactory record of business integrity.
- B. The lowest monetary and responsive bidder shall complete and submit a questionnaire developed by the city engineer, or designee, which will provide information the awarding authority needs in order to determine if the bidder meets the criteria set forth in Subsection "A" of this Section, within the timeframe identified in the standard contract documents. Failure of the bidder to complete and submit the questionnaire in a timely manner may result in the city engineer, or designee, making a determination of non-responsiveness. If no bid is required, the prospective contractor must submit a questionnaire. The response to the questionnaire must be signed under penalty of perjury. If, after execution of a contract, the city engineer, or designee, learns that the contractor submitted false information on the questionnaire, the city engineer, or designee, may terminate the contract and pursue the remedies set forth in Section 2.63.060 of this Chapter. The contractor shall be obligated to update its responses to the questionnaire during the term of the contract within thirty (30) calendar days after any change to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract. The city engineer, or designee, may consider failure of the contractor to update the questionnaire with this information as a material breach of the contract and invoke the remedies set forth in Section 2.63.060 of this Chapter.
- C. Consistent with Public Contract Code Section 20101, as amended, questionnaires and financial statements shall not be public records and shall not be open to public inspection. However, the one-page "Contact Information" page that contains the names,

business address, and phone numbers of the contractor who submits a questionnaire is subject to public inspection because it contains no financial, proprietary, or other confidential information. To determine bidder responsibility, the awarding authority may rely on a number of criteria, including but not limited to the following: (1) criteria described in Subpart “A” of this Section; (2) responses to the questionnaire; (3) information from compliance and regulatory agencies; and (4) independent investigation.

D. Before awarding the contract to a bidder other than the low monetary bidder, the city engineer, or designee, must notify the low monetary bidder of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation and afford them an opportunity to rebut such adverse evidence at a responsibility hearing. At the responsibility hearing, the low monetary bidder will be allowed to present evidence that the low monetary bidder is qualified to perform the contract. The low monetary bidder must exercise its right to request a hearing within five (5) calendar days after receipt of the notice described in this Subsection “D”. Failure to submit a written request for a hearing within the time frame set forth in this Section will be deemed a waiver of the right to a responsibility hearing. If so waived, the awarding authority may determine whether the contract should be awarded to another bidder, or whether the bidder is non-responsible for the contract or future contracts. the determination by an awarding authority that the bidder is non-responsible shall be final and constitute exhaustion of the bidder’s administrative remedies.

E. A list of individuals and entities which have been determined to be non-responsible by the awarding authority shall be maintained by the city engineer, or designee. After two years from the date the individual or entity has been determined to be non-responsible, the individual or entity may request removal from the list by the awarding authority. If the individual or entity can satisfy the awarding authority that it has the necessary quality, fitness, and capacity to perform work in accordance with the criteria set forth in Subsection “A” of this Section, its name shall be removed from the list. Unless otherwise removed from the list by the awarding authority, names shall remain on the list for five years from the date of being declared non-responsible.

F. Contractors shall ensure that their subcontractors meet the criteria for responsibility as set forth in Subsection “A” of this Section.

Section 2.63.030 Compliance with all laws.

A. Contractors shall comply with all applicable federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

B. Contractors shall notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Subsection “A” of this Section. Initiation of an investigation is not, by itself, a basis for a determination of non-responsibility by the awarding authority.

C. Contractors shall notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Subsection “A” of this Section.

D. Upon award of a contract, contractors shall complete a Pledge of Compliance, on file with the city engineer, attesting under penalty of perjury to compliance with Subsection “A” of this Section. Whenever any contract, which was not initially subject to this Chapter is amended,

the contractor shall complete a Pledge of Compliance attesting under penalty of perjury to compliance with Subsection “A” of this Section.

E. Contractors shall ensure that their subcontractors complete a Pledge of Compliance attesting under penalty of perjury to compliance with Subsection “A” of this Section.

F. Contractors shall ensure that their subcontractors comply with Subsections “B” and “C” of this Section.

Section 2.63.040 Exemptions.

A. In order to promote the purposes of this Chapter and to protect the awarding authority’s interests, the following contracts are exempt from its application: Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such public status.

Section 2.63.050 Administration.

A. The city engineer, or designee, shall develop a questionnaire to be used by awarding authorities for determining bidder responsibility within sixty (60) days after the effective date of this Ordinance.

B. The city engineer, or designee, shall monitor compliance with this Chapter including investigation of alleged violations.

Section 2.63.060 Enforcement.

A. Contracts shall provide that violation of this chapter may constitute a material breach thereof and may entitle the awarding authority to terminate the contract and otherwise pursue legal remedies that may be available.

B. Contract amendments shall provide that violation of Section 2.63.030 may constitute a material breach thereof and may entitle the awarding authority to terminate the contract and otherwise pursue legal remedies that may be available.

C. Violations of this Chapter may be reported to the city engineer, or designee, which shall investigate such complaint. Whether based upon such complaint or otherwise, if the city engineer, or designee, has determined that the contractor has violated any provision of this Chapter, with the exception of any combination of Subsections “A”, “B”, and “C” of Section 2.63.030, the city engineer, or designee, shall issue a written notice to the contractor citing the violation and number of calendar days after receipt of notice for which the violation is to be corrected. If the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten (10) calendar days, then the city engineer, or designee, may:

1. Request the awarding authority to declare a material breach of the contract and exercise its contractual remedies thereunder, which are to include but not be limited to termination of the contract.

2. Request the awarding authority to declare the contractor to be non-responsible in accordance with the procedures set forth in Section 2.63.020 of this Chapter.

Section 2.63.070 Application of this Chapter. This Chapter shall be applicable to Invitations for bids issued thirty (30) days after this Chapter’s passage.

Section 2.63.080 Consistency with federal or State Law. The provisions of this Chapter shall not be applicable to those instances in which its application would be prohibited

by federal or State law or where the application would violate or be inconsistent with the terms or condition of a grant or contract with an agency of the United States, the State of California or the instruction of an authorized representative of any such agency with respect to any such grant or contract.

Section 2.63.090 Severability. The city council declares that the judicial invalidity of any subsection or portion of this Chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this Chapter.

**SECTION 2.** This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California.

**SECTION 3.** The proposed action is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) - general rule; the project is not considered a project under CEQA as there is no possibility that the activity raised by this Ordinance may have a significant impact on the environment; the city currently determines contractor responsibility by one process, and, by this Ordinance, is electing to subject itself to a different responsibility determining process.

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) awarding a contract to Whillock Contracting, Inc. in the amount of \\$5,219,250 for the Paradise Creek Park Site Remediation and Improvements, CIP No. 18-07; 2\) authorizing a 25% contingency in the amount of \\$1,304,812.50 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) awarding a contract to Whillock Contracting, Inc. in the amount of \$5,219,250 for the Paradise Creek Park Site Remediation and Improvements, CIP No. 18-07; 2) authorizing a 25% contingency in the amount of \$1,304,812.50 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

**PREPARED BY:** Jose Lopez, P.E., Assistant Engineer - Civil

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4312

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

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

Contract Award (funds available through prior City Council CIP appropriations)  
001-409-500-598-1597 (Paradise Creek Park Site Remediation (ROPS)) - \$4,995,428  
001-409-500-598-1596 (WI-TOD Improvements (Site Infrastructure Agreement)) - \$100,618  
125-409-500-598-1596 (WI-TOD Improvements) - \$123,204

25% Contingency (funds available through prior City Council CIP appropriations)

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt Resolution awarding a contract Whillock Contracting, Inc. in the amount of \$5,219,250 for the Paradise Creek Park Site Remediation and Improvements, CIP No. 18-07

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

## **EXPLANATION**

The Paradise Creek Park Site Remediation and Improvements Project will provide the site remediation, grading and infrastructure improvements necessary to construct a new approximately 4-acre Community Park (under a separate phase) to include walking paths, community garden, playground and other amenities on the west side of Paradise Creek between W. 22nd Street and W. 19th Street; funding will also be used to reconstruct Harding Avenue and W. 20th Street to provide paved roadways, utilities, parking, new sidewalks and curb ramps for ADA compliance.

On August 21, 2018, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On August 23, 2018 and August 30, 2018, the bid solicitation was advertised in local newspapers.

On September 27, 2018, nine (9) bids were received electronically on PlanetBids by the 2:00 p.m. deadline. Bid results were available immediately after the 2:00 p.m. deadline. Whillock Contracting, Inc. (Whillock) was the apparent lowest bidder with a grand total bid amount of \$5,877,475. The project specifications state that if an additive, alternate or additive/alternate bids items are called for in the Contract Documents, the sum of the base bid and all additive, alternate and additive/alternate bids, if any, shall be used to compare all bids to determine the lowest responsive bid.

On October 1, 2018, Whillock maintained it made clerical errors in its bid and, on that basis, requested to withdraw its bid. Staff determined Whillock's request was unsubstantiated and requested additional information to prove the alleged errors were indeed clerical. On October 4, 2018, Whillock rescinded its requested withdrawal and agreed to perform work on the Project as the lowest responsive and responsible bidder.

Additionally, upon review of all documents submitted, Whillock's bid was deemed responsive.

Therefore, staff recommends awarding a contract to Whillock Contracting, Inc. in the not-to-exceed amount of \$5,219,250 which includes:

- 1) Base Bid – General (\$339,851.00)
  - Mobilization, traffic control, construction surveying, water pollution control
- 2) Base Bid – Grading (\$2,960,395.00)
  - Excavation and grading, fill, impacted and contaminated soil handling
- 3) Base Bid – Surface Improvements (\$297,573.00)
  - Roadway construction, sidewalk, driveways, ADA pedestrian ramps
- 4) Base Bid - Drainage & Utility Facilities (\$342,419.00)
  - Storm drain , sewer main and lateral installation, water quality basin
- 5) Base Bid – Other Improvements ( \$718,107.00)
  - Lighting, irrigation, landscaping



- 6) Additive Bid – Retaining Wall Steel Guardrail (\$264,450.00)
- 7) Alternate Bids – (\$296,455)
  - Gabion Wall

Staff also recommends authorizing a 25% contingency in the amount of \$1,304,812.50 to address any unforeseen conditions that may arise. Typically, a 15% contingency is requested, however, given the high volume of contaminated/impacted earthwork that must be hauled off the site to deliver a clean site for the upcoming Paradise Creek Park, a 25% contingency is being requested. Furthermore, staff recommends the 25% contingency, as it is consistent with the City Council approved contingency for the previously completed WI-TOD Site Remediation project.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Construction is estimated to be completed in summer of 2018. Updates will be provided on the City's CIP website at: [nationalcityprojects.com](http://nationalcityprojects.com).



## BID OPENING RESULTS

**NAME:** PARADISE CREEK PARK SITE REMEDIATION AND IMPROVEMENTS  
**CIP NO:** 18-07  
**DATE:** Thursday, September 27, 2018  
**TIME:** 2:00 P.M.  
**ESTIMATE:** \$6,500,000  
**PROJECT ENGINEER:** Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA #1, 2, 3	BID SECURITY - BOND
1.	Whillock Contracting, Inc. P.O Box 2322 La Mesa, CA 91943	\$5,877,475.00	Yes	Bond
2.	Palm Engineering Construction Company 7330 Opportunity Rd #J San Diego, CA 92111	\$6,649,723.00	Yes	Bond
3.	Sema Construction 9580 Black 42690 Rio Nedo Ste. G Temecula, CA 92590	\$6,666,340.20	Yes	Bond
4.	Spectrum Construction Group, Inc. 32 Edelman Irvine, CA 92618	\$6,680,364.70	Yes	Bond
5.	LB Civil Construction, Inc. 324 East Valley Pkwy Escondido, CA 92125	\$6,723,057.00	Yes	Bond
6.	C.S. Legacy Construction, Inc. 1461 S East End Ave Pomona, CA 91766	\$6,839,419.50	Yes	Bond
7.	West-Tech Contracting, Inc. 568 North Tulip St. Escondido, CA 92078	\$7,093,783.42	Yes	Bond
8.	Western Rim Constructors, Inc. 912 S Andreasen Drive, Suite 108 Escondido, CA 92029	\$8,126,904.66	Yes	Bond
9.	Wier Construction Corporation 16884 Old Survey Road Escondido, CA 92025	\$9,902,311.76	Yes	Bond

**Bid Results for Project Paradise Creek Park Site Remediation and Improvements (CIP No. 18-07)**

Item No.	Description	Unit	Qty.	Whillock Contracting, Inc	PALM ENGINEERING CONSTRUCTION COMPANY INC	Sema Construction
<b>Base Bid - General</b>						
1	Mobilization	LS	1	\$168,217.00	\$300,000.00	\$666,634.01
2	Traffic Control	LS	1	\$52,942.00	\$80,000.00	\$38,081.48
3	Construction Surveying	LS	1	\$63,236.00	\$70,000.00	\$52,279.72
4	Water Pollution Control	LS	1	\$48,206.00	\$70,000.00	\$126,180.43
5	Utility Coordination	LS	1	\$1,500.00	\$10,000.00	\$7,493.58
6	Construction Schedule	LS	1	\$5,750.00	\$5,000.00	\$11,127.65
	<b>Subtotal</b>			<b>\$339,851.00</b>	<b>\$535,000.00</b>	<b>\$901,796.87</b>
<b>Base Bid - Grading</b>						
7	Clearing and Grubbing	LS	1	\$58,890.00	\$80,000.00	\$76,603.40
8	Excavation and Grading	LS	1	\$199,169.00	\$92,500.00	\$207,009.83
9	Unclassified Fill (Import)	CY	27000	\$17.35	\$28.00	\$34.58
10	Impacted Soil Handling (Onsite)	CY	3000	\$3.80	\$12.00	\$4.06
11	Impacted Soil Handling (Export)	TON	9766	\$81.50	\$95.00	\$75.40
12	Contaminated Soil Handling (Export)	TON	6116	\$233.25	\$232.00	\$201.97
13	Retaining Wall (Single Tier) - 6"x6" wire mesh, 6 gauge	SF	5290	\$50.00	\$25.00	\$39.71
14	Retaining Wall (Double Tier) - 6"x6" wire mesh, 6 gauge	SF	750	\$30.00	\$50.00	\$70.67
	<b>Subtotal</b>			<b>\$3,247,395.00</b>	<b>\$3,480,932.00</b>	<b>\$3,464,126.55</b>
<b>Base-Bid - Surface Improvements</b>						
15	Temporary Construction Fencing w/windscreen	LF	2000	\$4.00	\$10.00	\$34.39
16	Temporary Pedestrian Access	SF	2000	\$4.29	\$6.00	\$5.88
17	6" PCC Curb & Gutter	LF	1300	\$31.50	\$35.00	\$31.88
18	PCC Cross Gutter	SF	700	\$16.65	\$15.00	\$13.84
19	4" PCC Sidewalk (SDRSD G-7)	SF	6500	\$7.35	\$8.00	\$8.17
20	PCC Driveway (SDRSD G-14A)	SF	850	\$7.00	\$12.00	\$10.73
21	Pedestrian Ramp	EA	6	\$1,575.00	\$4,000.00	\$2,497.95
22	Pavement Restoration	SF	1600	\$8.40	\$9.30	\$8.73

**Bid Results for Project Paradise Creek Park Site Remediation and Improvements (CIP No. 18-07)**

Item No.	Description	Unit	Qty.	Whillock Contracting, Inc	PALM ENGINEERING CONSTRUCTION COMPANY INC	Sema Construction
23	AC Paving	TON	635	\$97.00	\$130.00	\$97.57
24	Aggregate Base	TON	1478	\$37.00	\$50.00	\$19.22
25	2" AC Overlay incl. Edge & Header Grinds	SF	15946	\$2.00	\$3.50	\$2.31
26	Street Centerline Monument	EA	3	\$1,200.00	\$1,200.00	\$1,011.60
	<b>Subtotal</b>			<b>\$297,573.00</b>	<b>\$404,941.00</b>	<b>\$353,087.37</b>
<b>Base Bid - Drainage &amp; Utility Facilities</b>						
27	12" PVC Storm Drain (SDR 35)	LF	163	\$110.00	\$120.00	\$70.30
28	18" RCP Storm Drain (1350-D)	LF	514	\$110.00	\$160.00	\$84.33
29	Type B Curb Inlet (L=5')	EA	4	\$7,153.00	\$10,000.00	\$4,419.36
30	Type A-4 Cleanout	EA	1	\$5,930.00	\$10,000.00	\$5,462.48
31	Type G-1 Catch Basin	EA	2	\$4,439.00	\$10,000.00	\$6,018.12
32	Outlet Structure	EA	1	\$3,805.00	\$15,000.00	\$9,848.73
33	Straight Headwall	EA	4	\$2,205.00	\$8,000.00	\$8,834.39
34	Wing Headwall	EA	0	\$10,000.00	\$15,000.00	\$0.00
35	Rip Rap Energy Dissipator (Type 2, #2 Backing, 5'x10', T=1.0')	CY	10	\$329.00	\$250.00	\$809.19
36	Concrete Energy Dissipator (SDRSD D-41)	EA	1	\$25,100.00	\$30,000.00	\$11,040.07
37	Cutoff Walls	EA	2	\$3,293.00	\$3,000.00	\$9,681.68
38	Water Quality Basin	SF	4840	\$11.10	\$10.00	\$18.39
39	Abandon Exist. SMH	EA	3	\$3,635.00	\$2,000.00	\$1,852.96
40	Abandon Exist. Sewer Main	LF	600	\$38.00	\$20.00	\$11.24
41	18" PVC Sewer Main	LF	607	\$66.00	\$200.00	\$146.84
42	Sewer Manhole	EA	3	\$12,879.00	\$20,000.00	\$10,075.78
43	Reconnect Exist. Sewer Lateral w/CO	LF	400	\$27.00	\$120.00	\$119.83
	<b>Subtotal</b>			<b>\$342,419.00</b>	<b>\$553,100.00</b>	<b>\$442,264.00</b>
<b>Base Bid - Other Improvements</b>						

**Bid Results for Project Paradise Creek Park Site Remediation and Improvements (CIP No. 18-07)**

Item No.	Description	Unit	Qty.	Whillock Contracting, Inc		PALM ENGINEERING CONSTRUCTION COMPANY INC		Sema Construction	
44	Furnish and Install 2" PVC Conduit	LF	1400	\$32.39	\$45,346.00	\$20.00	\$28,000.00	\$25.77	\$36,078.00
45	Furnish and Install Electrical for Lighting	LF	1000	\$4.83	\$4,830.00	\$25.00	\$25,000.00	\$7.52	\$7,520.00
46	Furnish and Install #5 Pull Box	EA	8	\$617.00	\$4,936.00	\$600.00	\$4,800.00	\$966.29	\$7,730.32
47	Furnish and Install 15 ft. Single Post Top Light Pole with Foundation and 118W LED Luminaire	EA	6	\$6,431.00	\$38,586.00	\$7,300.00	\$43,800.00	\$6,119.86	\$36,719.16
48	Furnish and Install Fiber Optic Vault	EA	2	\$3,460.00	\$6,920.00	\$3,200.00	\$6,400.00	\$3,757.81	\$7,515.62
49	Signing & Striping	LS	1	\$13,645.00	\$13,645.00	\$15,000.00	\$15,000.00	\$14,681.11	\$14,681.11
50	2" Irrigation Service & Backflow Preventer	EA	1	\$6,952.00	\$6,952.00	\$5,000.00	\$5,000.00	\$4,598.19	\$4,598.19
51	Electrical Service & Panel for Irrigation	EA	1	\$6,300.00	\$6,300.00	\$10,000.00	\$10,000.00	\$16,104.90	\$16,104.90
52	Irrigation System	LS	1	\$225,750.00	\$225,750.00	\$210,000.00	\$210,000.00	\$158,075.98	\$158,075.98
53	Landscape Planting	LS	1	\$250,950.00	\$250,950.00	\$270,000.00	\$270,000.00	\$166,557.09	\$166,557.09
54	Retaining Wall Steel Guardrail	LF	125	\$252.00	\$31,500.00	\$360.00	\$45,000.00	\$520.65	\$65,081.25
55	Retaining Wall Steel Stake Post	EA	30	\$709.00	\$21,270.00	\$1,500.00	\$45,000.00	\$992.65	\$29,779.50
56	Shade Structure Column and Footing	EA	4	\$6,668.00	\$26,672.00	\$2,500.00	\$10,000.00	\$5,636.98	\$22,547.92
57	Maintenance/Plant Establishment Period (180 Days)	LS	1	\$9,450.00	\$9,450.00	\$15,000.00	\$15,000.00	\$12,261.87	\$12,261.87
58	Field Orders	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
				<b>Subtotal</b>	<b>\$718,107.00</b>		<b>\$758,000.00</b>		<b>\$610,250.91</b>
<b>Additive Bid</b>									
59	Retaining Wall Steel Guardrail	LF	1025	\$258.00	\$264,450.00	\$200.00	\$205,000.00	\$225.15	\$230,778.75
				<b>Subtotal</b>	<b>\$264,450.00</b>		<b>\$205,000.00</b>		<b>\$230,778.75</b>

**Bid Results for Project Paradise Creek Park Site Remediation and Improvements (CIP No. 18-07)**

Item No.	Description	Unit	Qty.	Whillock Contracting, Inc	PALM ENGINEERING CONSTRUCTION COMPANY INC	Sema Construction
<b>Alternate Bid</b>						
60	Pedestrian Protective Railing SDRSD M-24, Pipe Guardrail Post Type	LF	1150	\$174.50	\$110.00	\$150.10
				\$200,675.00	\$126,500.00	\$172,615.00
61	Precast Concrete Segmental Retaining Wall (Wall A and Wall B)	SF	5685	\$30.00	\$50.00	\$40.67
				\$170,550.00	\$284,250.00	\$231,208.95
62	Retaining Wall (Single Tier) - 3"x3" wire mesh, 9 gauge	SF	5290	\$52.00	\$50.00	\$39.17
				\$275,080.00	\$264,500.00	\$207,209.30
63	Retaining Wall (Double Tier) - 3"x3" wire mesh, 9 gauge	SF	750	\$28.50	\$50.00	\$70.67
				\$21,375.00	\$37,500.00	\$53,002.50
				<b>Subtotal</b>	<b>\$712,750.00</b>	<b>\$664,035.75</b>
				<b>Total</b>	<b>\$5,877,475.00</b>	<b>\$6,666,340.20</b>

**Summary of Award**

Base Bid - General	\$339,851.00	\$535,000.00	\$901,796.87
Base Bid - Grading	\$3,247,395.00	\$3,480,932.00	\$3,464,126.55
Base-Bid - Surface Improvements	\$297,573.00	\$404,941.00	\$353,087.37
Base-Bid - Drainage & Utility Facilities	\$342,419.00	\$553,100.00	\$442,264.00
Base Bid - Other Improvements	\$718,107.00	\$758,000.00	\$610,250.91
Additive Bid - Retaining Wall Steel Guardrail ( Line Item 59)	\$264,450.00	\$205,000.00	\$230,778.75
Alternate Bids ( Line Items 60-63)	\$667,680.00	\$712,750.00	\$664,035.75
Eliminate Line Item 13 - Retaining Wall (Single Tier) - 6"x6" wire mesh, 6 gauge	(\$264,500.00)	(\$132,250.00)	(\$210,065.90)
Eliminate Line Item 14 - Retaining Wall (Double Tier) - 6"x6" wire mesh, 6 gauge	(\$22,500.00)	(\$37,500.00)	(\$53,002.50)
Eliminate Line Item 60 - Pedestrian Protective Railing SDRSD M-24, Pipe Guardrail Post Type (Line Item 60)	(\$200,675.00)	(\$126,500.00)	(\$172,615.00)

**Bid Results for Project Paradise Creek Park Site Remediation and Improvements (CIP No. 18-07)**

Item No.	Description	Unit	Qty.	Whillock Contracting, Inc	PALM ENGINEERING CONSTRUCTION COMPANY INC	Sema Construction
	Eliminate Line Item 61 - Precast Concrete Segmental Retaining Wall (Wall A and Wall B) (Line Item 61)					
				(\$170,550.00)	(\$284,250.00)	(\$231,208.95)
				\$5,219,250.00	\$6,069,223.00	\$5,999,447.85

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AWARDING A CONTRACT TO WHILLOCK CONTRACTING, INC.,  
IN THE AMOUNT OF \$5,219,250 FOR THE PARADISE CREEK PARK  
SITE REMEDIATION AND IMPROVEMENTS PROJECT, AUTHORIZING  
A 25% CONTINGENCY IN THE AMOUNT OF \$1,304,812.50 FOR  
ANY UNFORESEEN CHANGES, AND AUTHORIZING  
THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the Paradise Creek Park Site Remediation and Improvements Project (the "Project") will provide the site remediation, grading, and infrastructure improvements necessary to construct a new approximately 4-acre Community Park to include walking paths, community garden, playground, and other amenities on the west side of Paradise Creek between West 22nd Street and West 19th Street; and

WHEREAS, the funding will also be used to reconstruct Harding Avenue and West 20th Street to provide paved roadways, utilities, parking, new sidewalks, and curb ramps for ADA compliance; and

WHEREAS, at the 2:00 p.m. deadline on September 27, 2018, nine (9) bids were received electronically by the Engineering Department for the Project; and

WHEREAS, Whillock Contracting, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications, and

WHEREAS, a 25% contingency amount up to \$1,304,812.50 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the Paradise Creek Park Site Remediation and Improvements Project to the lowest responsive, responsible bidder, to wit:

WHILLOCK CONTRACTING, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$5,219,250 with Whillock Contracting, Inc., for the Paradise Creek Park Site Remediation and Improvements Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council authorizes a 25% contingency in the amount of up to \$1,304,812.50 for any unforeseen changes.

*[Signature Page to Follow]*



Resolution No. 2018 –  
Page Two

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a three year Service Agreement with IPS Group, Inc., for a not-to-exceed amount of \\$320,000 to provide Parking Management and Enforcement solutions. \(Engineering/Public Works\)](#)  
Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a three year Service Agreement with IPS Group, Inc., for a not-to-exceed amount of \$320,000 to provide Parking Management and Enforcement solutions.

**PREPARED BY:** Ray Roberson, Management Analyst II

**PHONE:** 619-336-4583

**EXPLANATION:**

See staff report.

**DEPARTMENT:** Engineering and Public Works

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



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

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



**FINANCE**

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

**MIS**

[xxx-xxx-xxx-xxx] (Expenditure Account TBD) - \$320,000

General Fund fund balance will be used and then reimbursed through the Parking Authority.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Adopt the resolution, authorizing the Mayor to execute a three year Service Agreement with IPS Group, Inc., for a not-to-exceed amount of \$320,000 to provide Parking Management and Enforcement solutions.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Explanation
2. Service Agreement with Exhibit A

## EXPLANATION

On June 20, 2017, through the adoption of Resolution No. 2017-103, the City Council approved the Parking Action Plan (PAP) for Downtown National City. The PAP addresses existing and future parking demand, and directs staff to take all necessary actions for PAP implementation, including but not limited to, continued public outreach, data collection, and reporting.

Additionally, on November 7, 2017, through the adoption of Ordinance No. 2017-2441, the City Council adopted the Downtown Specific Plan Proposed Amendment which identifies parking as one of the Specific Plan's goals for future public and private development.

City staff researched a variety of vendors offering products and services to address its parking management and enforcement needs. Several vendors offered products and services, but only one vendor, IPS Group, Inc., provided the City with a comprehensive proposal which incorporates all of the City's parking management and enforcement needs. IPS Group, Inc. was very proactive in contacting the City and meeting with staff on several occasions to discuss and identify the City's parking management and enforcement issues. The resulting proposal includes parking management, parking enforcement, and an online permit management system.

Applicable components of the proposal:

- Single-space digital parking meters
- Mapping permit parking districts and time restricted zones
- License Plate Reader technology – both handheld and vehicle mounted, for use by Parking Enforcement staff
- Online parking enforcement management system
- Online parking permit management system

In 2015, Region 14 Education Service Center, through the National Cooperative Purchase Alliance (NCPA), advertised a Request for Proposal (RFP #07-15) for Parking Meters, Single and Multi-Space. IPS Group, Inc. responded to the RFP and was subsequently awarded an annual contract. Copies of the RFP and IPS Group, Inc. response to the RFP are on file in the Engineering and Public Works Department.

In addition to the NCPA award, IPS Group, Inc. provides parking management and enforcement products and services to several other cities and government agencies including the City of Eugene, OR; Easton Town Center, TX; University of Minnesota; Duluth, MN; College Station, TX; City of Albuquerque, NM; City of Salt Lake City, UT; City of Los Angeles, CA; and City of San Diego, CA.

IPS Group, Inc., in cooperation with city staff, will conduct a two-phase approach for the parking management and enforcement components implementation. Phase I will include

implementation of the license plate reader technology, online permit management, and parking management. Phase II will be installation of parking meters in designated areas throughout the City. Each phase is expected to take six months. The initial roll-out will be in Downtown. The next areas will include Westside and the Marina District.

At a subsequent meeting City staff will present an update to Title 11 "Vehicle and Traffic" of the municipal code to establish a new parking district for Downtown and Marina District. At that meeting, the areas of the parking management and enforcement implementation will be defined.

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
I.P.S. GROUP, INC.**

THIS AGREEMENT is entered into on this 16th day of October, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and I.P.S. GROUP, INC., a Pennsylvania corporation (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide a comprehensive Pilot Parking Enforcement Management System and Permit System.

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

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide parking management equipment to include single-space parking meters, hand-held mobile enforcement devices, license plate reader (LPR) equipment and software; web-based parking management enforcement and permit software; data collection; and technical support, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on October 16, 2018. The duration of this Agreement is for the period of October 16, 2018 through October 15, 2021. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual written agreement upon the same terms and conditions for an additional one (1) year terms. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

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

- a. procurement and programming of single-space digital parking meters;
- b. mapping of permit parking districts and time restricted zones;

- c. procurement, programming, and installation of License Plate Reader technology (both handheld and vehicle mounted) for use by Parking Enforcement staff;
- d. implementaton and support for online parking enforcement management system;
- e. implementation and support for online parking permit management system.

The CONTRACTOR 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 CONTRACTOR 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, on sixty (60) days written notice, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, 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 CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Nick Stanton, Director of Business Development, is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR 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 \$320,000. The compensation for the CONTRACTOR'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, consistent with Section 6

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by 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 CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR solely for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and 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 CONTRACTOR hereby assigns to the CITY, and CONTRACTOR 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 CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works. Nothing contained herein (including any right contained in Section 19 D) shall constitute a transfer, assignment or alienation of the intellectual property rights vesting in IPS in respect of any product or software of IPS which vested before or vests in IPS after the commencement of this Agreement even if resulting from the execution of this Agreement. In exercising any of the City's rights under this Agreement, the City will not adversely affect IPS' intellectual property rights in and to the products and/or software subject to this Agreement.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR 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 in writing.

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 CONTRACTOR nor the CONTRACTOR'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 CONTRACTOR and the CONTRACTOR'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 CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(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 CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, 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 CONTRACTOR and each of its SUBCONTRACTOR(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 CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR 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 CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, 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 CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project for which the CONTRACTOR 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 CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that, at the time of supply thereof, all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR 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 CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR 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.** The CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, cyber-related risks that include theft, loss or misuse of data, release of private information and responsibility for costs, regulatory fines and penalties as well as credit monitoring expenses, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

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.

CONTRACTOR'S total liability for any costs arising under this Section shall not exceed the actual cost of those regulatory fines and penalties, as well as credit monitoring expenses described in this Section. CONTRACTOR'S total liability for any other costs, aside from cyber-related theft, loss, misuse, arising under this Section shall not exceed the amount covered by CONTRACTOR'S insurance described in Section 17.

16. **WORKERS' COMPENSATION**. The CONTRACTOR 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 CONTRACTOR under this Agreement.

17. **INSURANCE**. The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(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 ("any auto"). 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 \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed

with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

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

E. **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. ~~shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and~~ Coverage shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses ~~with limits sufficient to respond to these obligations.~~ The policy shall name the CITY, its officers, officials, employees, and volunteers as additional insureds on the Cyber Liability policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

F. 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 H below, of cancellation or material change.

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

H. 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

I. 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 California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat

the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

K. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

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

18. **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 shall, in addition, be limited to the amount of attorney's fees incurred by the prevailing party in its prosecution or defense of the action.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

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

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

To CONTRACTOR:  
Nick Stanton  
Director of Business Development  
IPS Group, Inc.  
7737 Kenamar Court  
San Diego, CA 92121

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.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**  
**OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR 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 CONTRACTOR has a financial interest as defined in Government Code Section 87103. The

CONTRACTOR 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 CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR 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 CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR 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 21 by the CONTRACTOR.

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

23. **MISCELLANEOUS 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. *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.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *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.

J. *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.

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

L. *Subcontractors or Subcontractors.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Force Majeure.* If either party is prevented from performing its obligations in terms of this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil unrest, terrorism, sanctions, destruction of or damage to production facilities, labor disturbances, failures of public utilities, that affected party shall not be in breach of its obligations in terms of this Agreement. Provided, however, the affected party shall notify the other party of the event of force majeure within 14 days of it arising and the period during which the affected party has to perform shall be extended by the period of the force majeure and that if the period of force majeure exceeds a continuous period of one hundred and eighty days then the other party shall be entitled to terminate this Agreement without being liable for or being entitled to any claim by or against the affected party.

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.

O. *Severability.* Should any term or condition contained in this Agreement be or become unenforceable for whatever reason then that offending term or condition shall be severed from this Agreement and the remaining terms and conditions shall continue to be binding on the parties hereto.

*[Signature page to follow]*



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

**CITY OF NATIONAL CITY**

**I.P.S. GROUP, INC., A PENNSYLVANIA CORPORATION**

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

By: \_\_\_\_\_  
Ron Morrison, Mayor

By: Chad P. Randall  
(Name)

CHAD P. RANDALL  
(Print)

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

COO  
(Title)

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

By: Brian Webber  
(Name)

BRIAN WEBBER  
(Print)

GENERAL COUNSEL  
(Title)



IPS GROUP  
PROPOSAL TO  
CITY OF NATIONAL  
CITY



PREPARED BY:  
IPS GROUP, INC.  
7737 KENAMAR COURT  
SAN DIEGO, CA 92121 U.S.A.  
WWW.IPSGROUPINC.COM

CONTACT:  
NICK STANTON  
DIRECTOR OF BUSINESS DEVELOPMENT  
IPS GROUP, INC.  
DIRECT: 858.218.0279  
FAX: 858.403.3352  
NICK.STANTON@IPSGROUP



August 17, 2018

City of National City  
Stephen Manganiello  
1243 National City Boulevard  
National City, CA 91950-4301

Dear Mr. Manganiello,

IPS is pleased to submit a proposal in response to the City of National City for Enforcement and Permit Management Solutions. As a pioneer in the industry since 1994, IPS has evolved to meet the ever-changing parking needs of municipalities and agencies worldwide including the City of National City. We have grown from the inventor of the credit card-enabled single-space parking meter, to a leading provider of single-space meters, multi-space pay stations, vehicle detection sensors, smart collection systems, mobile parking applications, in-vehicle payment, and Enforcement and Permitting solutions as part of *the industry's only true, fully-integrated Smart Parking Platform*.

#### WHAT SETS IPS APART FROM THE COMPETITION?

IPS is one of the **ONLY** vendors listed as an **Authorized NLETS (National Law Enforcement Telecommunications System) Partner**. This means that as part of the IPS Ecosystem, the City of National City can obtain out-of-state Registered Owner (RO) information from all 50 states. The IPS Mobile Enforcement System is designed to be the most intuitive system on the market and is a fully **cloud-based solution** which eliminates system reliability issues that can occur with legacy infrastructure. Features such as e-chalking provide **enhanced evidence collection for ticketing**. Agile and customizable, the system is scalable to meet your enforcement and permitting needs today and in the future, and offers capabilities such as **guided enforcement** and **LPR-lite**.

Your dedicated IPS team which includes the City's meter sales contact, Mike Chiodo, has over 200 combined years of experience ranging from management, R&D, sales and marketing, to engineering and customer support. If at any time you require additional assistance, our **Live Chat capabilities** eliminate the time and frustration associated with traditional IVR customer service systems which can help the City improve customer service.

## PROPOSED SOLUTION

We are excited to offer our next-generation Enforcement Management and Permit Management Solutions. The Enforcement Management Solution manages the entire citation lifecycle from issuance to collections and incorporates state-of-the-art, real time technology, and dedicated customer service resources. The complete Enforcement Management Solution seamlessly integrates with a number of Smart Parking Technologies including IPS single-space Smart Parking meters, multi-space pay stations, License Plate Recognition (LPR) technology, Permit Management, Code Enforcement, and pay-by-phone apps. We can also integrate with third-party vendors if desired by the City.

## OUR SOLUTION INCLUDES:

- **Permit Management System:** The Permit Management solution offers property managers the flexibility and convenience to manage the entire parking permit lifecycle from initial design through fulfillment via a web-based system available 24/7.
- **Mobile Enforcement System (MES):** The most innovative on the market today, our N5 Print all-in-one Mobile Enforcement Device ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process.
- **Enforcement Management System (EMS):** Our end-to-end cross compatible web-based citation management system manages the entire lifecycle of parking citations including issuance, adjudication, payment, DMV communications and collections.
- **Public Citation Management Portal:** A website that allows citizens to review the current status of their citation, pay or obtain information on how to contest their citation, review fine amounts including late fees, and obtain additional information.

We believe that when you compare the strength and experience of the IPS team, the customer convenience of the proposed solution, and the superior total cost of ownership, you will see a compelling story and agree that our team is exceptionally positioned to provide the City of National City with outstanding products, people and support. We look forward to building upon our successful relationship in the months to come.

Respectfully,



**Nick Stanton, Director of Business Development**

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**Important note:** *IPS Group Inc. ("IPS") has made an effort to be as thorough and responsive as part of our request for proposal (RFP) submission. In doing so, we are providing valuable and protected information, including ideas and concepts that IPS considers to be confidential. Release of IPS confidential information may cause irreparable harm to IPS by publicly disclosing such information that is not publicly known. IPS respectfully requests the right to be notified and provided an opportunity to redact such confidential information in the event of any third-party request for public disclosure.*

*IPS, IPS GROUP, and other IPS-owned marks are trademarks and/or registered trademarks of IPS Group Inc. IPS reserves all rights to the IPS copyright materials contained herein. All third-party company names, product names, and trademarks are owned by their respective owners and are used for reference purposes only. IPS Group disclaims any affiliation with or endorsement by any of the companies referenced above.*

## COMPARISON OF SERVICES

FEATURE	OTHER VENDORS	IPS ENFORCEMENT SOLUTIONS
Manual Cites/Data Entry	X	X
Handhelds	X	X
Call center	X	X
Adjudications	X	X
IVR	X	X
Meter Integration		X
Collections	X	X
DMV integration	X	X
NLETS Integration		X
Web Chat Support		X
Interactive Public Portal		X
Public Mobile Applications		X
Event Management		X
Permit Management	X	X
Guided Enforcement		X
Cross Compatible Applications		X
Mobile Permit Sales		X
IOS Device Support (handhelds)		X
National Support		X
Notices/Letters	X	X
Code Enforcement	X	X
Code Enforcement Handhelds		X
Single Sign-on technology		X
Two Factor Authentication		X
PCI-1 Compliance		X
Reporting	X	X
On Demand Reporting	X	X
Report Favorites		X
Custom Reporting	X	X
Dashboard Tools		X
Handheld Remote Management, Support, Tracking, Training		X

# CHAPTER 1: IPS TEAM



For nearly two decades, IPS has built a reputation as a parking industry leader due to our fully-integrated Smart Parking Platform. This includes our Parking Enforcement and Permit Management solutions built to promote efficient compliance.

Our solutions are backed by a professional support team that provides fast, efficient service. We know our customers' ultimate goal for parking enforcement is to optimize parking management and promote public safety, and we aim to help them achieve this by establishing a lasting relationship built on a foundation of trust, outstanding quality and integrity.

The diverse IPS team possesses more than 200 combined years of experience in specialties ranging from management, R&D, sales and marketing, to engineering and customer support. The City's parking meter sales contact, Mike Chiodo, will also be an integral part of the team dedicated to this project. Our high-performing project management team will apply best practices to ensure that the entire solution is implemented within budget, on schedule, and within scope. We strive to provide you with the tools to make you successful.

IPS clearly understands the importance of ongoing support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City. The City will be provided a designated Customer Support Manager who will understand all of the intricacies of your project.

On the following pages you will find profiles of the proposed team members.



### DAVID W. KING

IPS President & CEO

**ROLE:** Authorized to Bind and Negotiate

David King is the founder and Chief Executive Officer of IPS Group, Inc. A leader in telecommunications for over 20 years and the senior brainchild behind the solar powered single-space parking meter, King's responsibilities include leadership and oversight of all the Company's initiatives and operations. As a business leader, King has had a far reach across the globe. In South Africa, King was an executive for Barlow Rand Limited, the largest industrial company in the country. King also served as President of Telkor Pty, a large high-tech telecommunications and military electronics company employing over 1,000 employees, half of which were highly skilled engineers.



### CHAD P. RANDALL

IPS Chief Operating Officer

**ROLE:** Authorized to Bind and Negotiate

As COO, Chad Randall is responsible for the broad oversight of IPS Group's ongoing operations and maintains direct supervision of the Company's business development unit. Randall joined the Company in 2008 at his current position, bringing many years of Fortune 500 corporate experience in both the automotive and instrumentation industries. In addition to business management, Randall has functional experience in engineering, manufacturing, marketing and product line management. Randall holds a Bachelor of Science in Mechanical Engineering from Rose-Hulman Institute of Technology and a Master's in Business Administration from Harvard Business School.



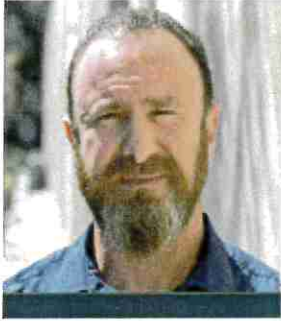
### ALEXANDER M. SCHWARZ

IPS Chief Technical Officer

**ROLE:** All Meter and Back Office Technical Integration

Alex Schwarz serves as the Chief Technical Officer of IPS Group, Inc. As CTO, Schwarz has played a major role in the development of IPS' flagship product, the solar powered single-space parking meter, and is responsible for the oversight of IPS Group's research and development efforts. Schwarz joined IPS Group in 1998 as a specialist in information technology and cellular telecommunications. Schwarz has comprehensive knowledge of the design and manufacturing of electronic peripherals, electronic parking meters, and cellular interface technology (CDMA and GSM).

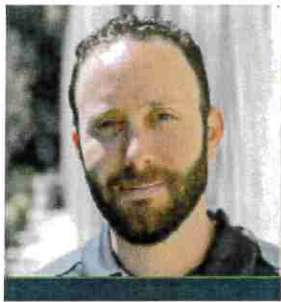




**DAVID L. ROTENBERG**

**Director of Enforcement Solutions | ROLE: Project Manager**

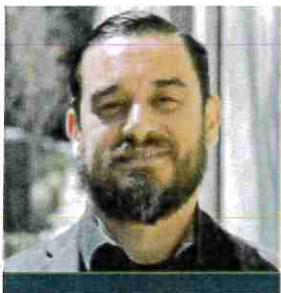
Dave Rotenberg serves as Director of Enforcement Solutions of IPS Group, Inc. As Director, Dave is responsible for the oversight and management of the Enforcement Solutions division and maintains direct supervision over the technical and operations units. Dave joined IPS in 2016 at his current position, bringing with him 20 years of parking enforcement management experience in both the public and private sectors. Prior to taking on his role as Director of Enforcement Solutions, Dave was the COO and part owner of a premier parking and code enforcement data management corporation where he was responsible for the day-to-day operations of the company; managing the MIS, Client Relations and Operations departments.



**NICK STANTON**

**Director of Business Development | ROLE: Contact & Support**

Prior to IPS, Nick Stanton worked in the aerospace and defense industry for more than 10 years where he worked on a number of highly sensitive projects with some of our Nation's most important national defense contractors. He joined the parking industry in 2013 and quickly made a name for himself as one of the most reliable, customer-centric, business development leaders in the industry. Nick is a highly experienced technical business development professional with a passion for excellence. His technical background, coupled with his ability to forge key relationships, has helped IPS to quickly become a leader in the Parking Enforcement Industry.



**AARON OLAIZ**

**Business Development Manager - Enforcement Solutions**

**ROLE: Contact & Support**

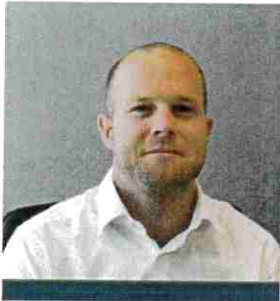
Aaron has been in software development for 20 years - the first 10 years as a technical support representative and the last 10 years as a software engineer. Aaron entered the law enforcement software industry in 2014, aiding in the creation of multiple solutions for parking citation, code enforcement, permitting, and collections. Aside from creating software, he has a genuine desire to help and be of service. He excelled at training officers in the use of software solutions, and acted as a liaison between clients and the technical staff. Aaron's strong technical background, and his focus on customer service makes him an solid and reliable resource to learn how to implement and take advantage of the IPS systems and



### **MIKE CHIODO**

**Director of Regional Sales | ROLE: Contact & Support**

Mike comes to IPS with a proven track record of sales success. Prior to joining IPS Mike served as the National Accounts Manager for Jensen Distribution. Jensen is the leading distributor and importer of consumer product goods in the western region. Jensen sold thousands of consumer products with a strong emphasis on electronics, power equipment and construction goods. Mike managed the national accounts, the service teams and business development. Prior to Jensen, Mike served as the Key Accounts Director at Commerce Corporation overseeing all aspects of the Key Accounts Team.



### **PATRICK SMITH**

**Project Manager | Role: Project Management**

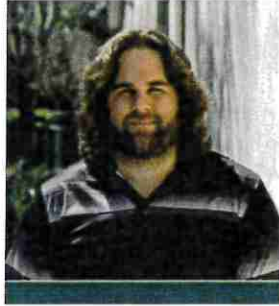
Patrick recently rejoined IPS to assume an at large project management role on multiple initiatives throughout the company. In charge of executing new systems and procedures both internally and externally, his role includes overseeing new customer implementations. Prior to IPS, Patrick served as a senior associate for a consulting firm focused on working with cities and outlining city's parking technology roadmaps. Patrick played a lead role in the firm's growth to one of the leading competitors in the parking and transportation consulting arena.



### **ELISA LEANOS**

**IPS Operations Coordinator | ROLE: Operations Coordinator**

Elisa Leanos serves as the Operations Coordinator of Enforcement. As Operations Coordinator she is responsible for every aspect of our parking citation and processing service operation for existing clients as well as managing the daily service functions. Elisa joined the parking industry in 2005 bringing with her 13 years of parking enforcement experience in the private sector. Her duties include project management, client setup and implementation, and system research and development.



**RYAN JAUREGUI**

**IPS Senior Software Engineer | ROLE: Software Development**

Ryan is a Senior Software Engineer with extensive experience managing teams of internal and remote developers. His responsibilities include developing web, mobile and desktop solutions as well as designing and supporting both on-premises and cloud IT infrastructure.



**ALEX DOMINGUEZ**

**IPS Systems Support Specialist | ROLE: Client Support**

Alex earned his Bachelor's degree from Westwood College and came to IPS with over 10 years of experience in the parking industry. He began his career with an enforcement company and worked his way up from Data Entry to Technical Support Specialist. Alex now works as the Systems Support Specialist with IPS Group, working closely with both the enforcement hardware and software, as well as working in tandem with the development teams to test and deliver new innovative software. His responsibilities include charge of configuring, testing, and installing all equipment for new clients, on-site or remote training of new and existing customers, as well as handling day-to-day client requests, troubleshooting, and technical support of all kinds.

# CHAPTER 2: REFERENCES

Since its release, the Enforcement and Permit Management Solution has proven itself revolutionary to parking management and public safety solutions. We invite you to contact our references, who can attest to the high level of customer support, technical innovation, and product dependability.



## CITY OF EUGENE, OR

**Travis Hargitt | Director of Operations**

Phone: 541.682.5296

Email: [Travis.L.Hargitt@ci.eugene.or.us](mailto:Travis.L.Hargitt@ci.eugene.or.us)

Start Date: July 2017 - current

Key IPS Staff: Dave Rotenberg, Nick Stanton, Randy Lassner, Elisa Leanos

### Description of Services Provided:

- Real-time meter status alerts
- 12 Mobile Enforcement devices
- EMS Citation Management System
- IPS Permit Management Suite
- LPR products, services, and integration



## UNIVERSITY OF MINNESOTA DULUTH, MN

**Lisa Norr | Associate Director of Student Life Operations**

Phone: 218.726.6601

Email: [lisanorr@d.umn.edu](mailto:lisanorr@d.umn.edu)

Start Date: August 2017 - current

Key IPS Staff: Dave Rotenberg, Nick Stanton, Randy Lassner, Elisa Leanos

### Description of Services Provided:

- 3 Mobile Enforcement devices
- EMS Citation Management system

# EASTON.

## EASTON TOWN CENTER, TX

**Alba Cates | Security Admin Coordinator**

Phone: 614.416.7000

Email: [acates@steiner.com](mailto:acates@steiner.com)

Start Date: September 2017 - current

Key IPS Staff: Dave Rotenberg, Nick Stanton, Randy Lassner, Elisa Leanos

### Description of Services Provided:



CITY OF COLLEGE STATION  
*Home of Texas A&M University*

## COLLEGE STATION, TX

**Eric Chapman | District Supervisor**

Phone: 979.764.6286

Email: [echapman@cstx.gov](mailto:echapman@cstx.gov)

Start Date: August 2017 - current

Key IPS Staff: Dave Rotenberg, Nick Stanton, Randy Lassner, Elisa Leanos

- 3 Mobile Enforcement devices
- EMS Citation Management system

**Description of Services Provided:**

- 8 Mobile Enforcement devices
- EMS Citation Management system
- CEMS Code Enforcement Management System

## LONG TERM IPS GROUP REFERENCES

The following are additional long-standing references of IPS Group and can attest to the unmatched service provided by IPS, as well as our meter products that, like the Enforcement Management and Permit Management solutions, are fully-integrated with the IPS Smart Parking Platform.



**CITY OF ALBUQUERQUE, NM**

**Angela Graham**

Email: [agraham@cabq.gov](mailto:agraham@cabq.gov)

Tel: 505.924.3949

Address: 600 2nd Street NW Suite 510, Albuquerque, NM 87102

Project Dates: 2014

Quantity of Meters Installed: 800 single-space meters and 4 pay stations



**CITY OF SALT LAKE CITY, UT**

**Greg Fieseler, Compliance Division**

Email: [Gregory.Fieseler@slcgov.com](mailto:Gregory.Fieseler@slcgov.com)

Tel: 801.509.8972

Address: 212 East 600 south Powell, Salt Lake City, UT 84114

Project Dates: 2014

Quantity of Meters Installed: 300 Siemens Upgrade Kits



## CITY OF LOS ANGELES, CA

Ken Husting

**Email:** ken.husting@lacity.org,

**Tel:** 213.972.8430

**Address:** 555 Ramirez Street, Los Angeles, CA 90012

Model: single-space meter and in-ground vehicle detection sensors  
Quantity of Meters Installed: 33,000 in total (5,600 in Express Park™), 500 in-ground vehicle detection sensors  
Project Dates: 2010-2012



## CITY OF SAN DIEGO

Jonathan Carey

**Email:** jcarey@sandiego.gov

**Tel:** 619.533.3610

**Address:** 202 C Street, San Diego, CA 92101

Model: single-space meters, multi-space pay stations and vehicle detection sensors  
Project Dates: Installation January 2015  
Quantity of Meters Installed: 4,700 single-space meters, 120 multi-space pay stations

## PERSONNEL REFERENCES

The dedicated IPS Enforcement Team continuously oversees the integrity of the service and performance of all IPS services. Our key enforcement personnel are fully proficient in the Enforcement Management Solution and understand all aspects of this complex and ever-changing industry. All steps of client implementations are documented to ensure that each one is completed in a timely and accurate manner. The total combined years of experience of key IPS staff exceeds 200 years in parking.

Below is a list of personal references that have worked with Dave Rotenberg, Nick Stanton, and Aaron Olaiz on previous parking enforcement projects that can attest to the unmatched level of client support offered by IPS.

### SADDLEBACK COLLEGE

Andrew Craven  
Police Technical Services Specialist

**Email:** acraven@saddleback.edu  
**Phone:** (949) 582-4585

### CITY OF PASADENA

Jon Hamblen  
Parking Manager

**Email:** jhamblen@cityofpasadena.net  
**Phone:** (626) 744-7463

**CITY OF RIVERSIDE**

**Dulce Gomez**  
**Public Parking Services Manager**

Email: [dgomez@riversideca.gov](mailto:dgomez@riversideca.gov)  
Phone: (951) 826-5953

**IRVINE VALLEY COLLEGE**

**Kyle Fraser**  
**Police Service Specialist**

Email: [kfraser@ivc.edu](mailto:kfraser@ivc.edu)  
Phone: (949) 451-5508

**CITY OF SANTA BARBARA**

**David Straede**  
**Enterprise Solutions Architect**

Email: [dave@straede.com](mailto:dave@straede.com)  
Phone: (805) 689-3283

**ROWAN UNIVERSITY**

**Walt Andres**  
**Parking Manager**

Email: [andres@rowan.edu](mailto:andres@rowan.edu)  
Phone: (856) 256-4762

**ST. ANSELM COLLEGE**

**Don Davidson**  
**Director of Campus Safety**

Email: [ddavidson@anselm.edu](mailto:ddavidson@anselm.edu)  
Phone: (603) 641-7287

**SOUTHERN NEW HAMPSHIRE UNIVERSITY**

**Linda Beaudoin**  
**Parking Manager**

Email: [l.beaudoin@snhu.edu](mailto:l.beaudoin@snhu.edu)  
Phone: (603) 645-9700

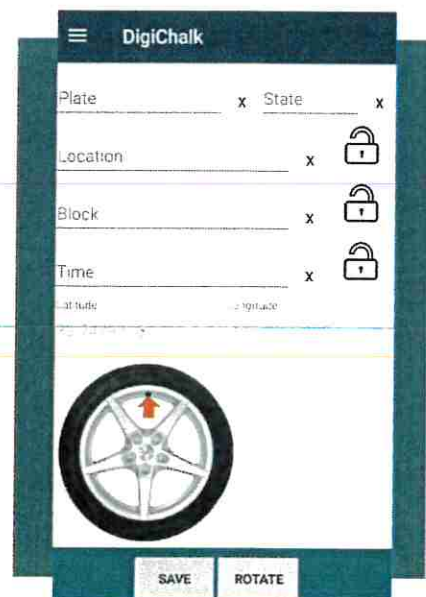
# CHAPTER 3: ENFORCEMENT MGMT SYSTEM



## MOBILE ENFORCEMENT DEVICE

**Citation Entry via Handheld Mobile Device** - Our Mobile Enforcement Solution is an easy-to-use handheld citation writer that offers a quick and efficient citation issuance process. Electronic citations are immediately loaded into the Enforcement Management System allowing timely access to citation information for the City and the public.

The conveniently self-contained one-piece, while lightweight and portable, is rugged for heavy-duty daily use and is environmentally-sealed to protect against harsh elements including rain, sleet, snow, and is also mud-resistant. A high contrast screen is easy to read screen even in harsh daylight conditions, and the integrated thermal printer produces citations quickly. A magnetic strip and smart card reader is also included for on-the-go payment collection. The unit also features color photo syncing, and e-chalking, as well as **features exclusive only to the IPS Mobile Enforcement Device including guided enforcement, LPR-Lite, and heat mapping that directs officers and enables better route planning.** Our Mobile Enforcement Solution is compatible with all Android devices. IPS also offers a two-piece option that is compatible with all printer configurations.





## BASIC FEATURES

- All-in-one 1-piece or optional 2-piece unit (Android OS compatible)
- Real-time syncing to secure/encrypted EMS back office
- Scofflaw and customized alerts
- Integrated thermal printer (1-piece unit)
- Magnetic strip and smart card reader for payment collection
- E-chalking
- Shift tracking
- Customizable user dashboard
- High contrast easy-to-read screen - even in harsh daylight conditions
- Type-ahead field input
- E-chalking time limit marking
- GPS tracking
- High-res color images (2mp 1080p @3fps color imager)
- Automatic software updates
- IP65 rating (Operating temps tested to MIL-STD 810F -20° to + 50° C)

### EXCLUSIVE TO THE IPS N5 MOBILE ENFORCEMENT DEVICE:

- LPR-lite citation issuance function
- Heat mapping
- Guided enforcement

The image shows two overlapping screenshots from a mobile application. The background screenshot is a login screen with the 'IPSA GROUP' logo, fields for 'Username' and 'Password', a 'LOGIN' button, and a 'Forgot Password' link. The foreground screenshot is the 'Issue Citation' form, which includes the following fields and options:

- Issue Citation** (Title)
- Cite # 1141009
- Officer DEMO
- Cite Date 4/24/2017
- Citation  Driveway  Warning
- DMV**
  - Plate  x  x
  - Expir  x VIN  x
  - Company  x
- Vehicle**
  - Make  x Model  x

Mobile Device Screenshots

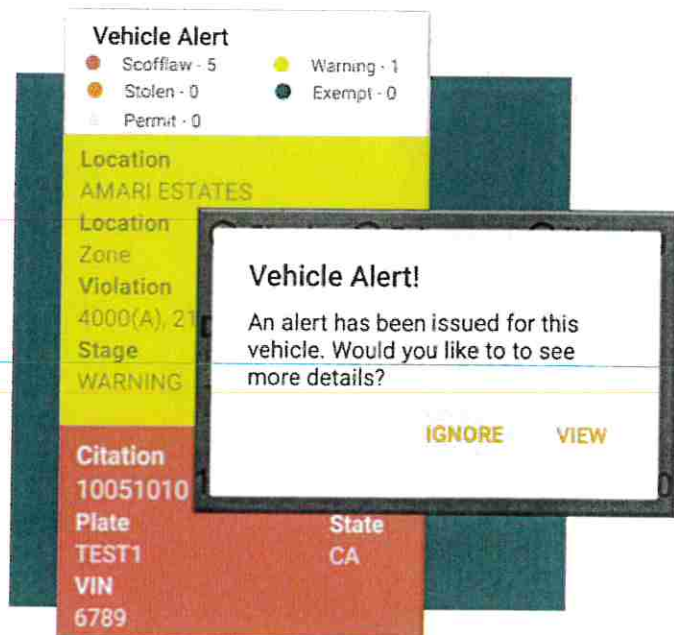
## LPR-LITE CITATION ISSUANCE FUNCTION (IPS EXCLUSIVE)

Our exclusive **LPR-lite** citation issuance function allows a user to take a picture of the respective plate and hit confirm to kick off the LPR process. The plate number field is then updated onto the citation being issued.



## FEATURES INCLUDE:

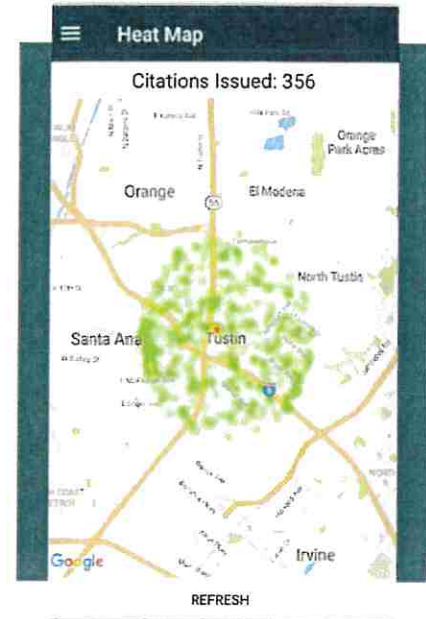
- Automatic alerts
- Scofflaw/habitual offenders
- Stolen plate
- Virtual permitting
- VIP and exempt plates
- Pay-by-plate integration



## CITATION HEAT MAP (IPS EXCLUSIVE) EASILY IDENTIFY AREAS WITH HIGH CITATION VOLUME

Real-time GPS heat map shows concentration of citations issued over a specific period.

- Identify areas with high concentration of citations
- Maps refresh in real time
- Displays number of tracked and mapped citations
- Color-coded zones indicate citation volume
- 



## GUIDED ENFORCEMENT (IPS EXCLUSIVE)

Guided Enforcement helps save time by providing real-time meter status via Google Maps of all meters on the beat, directing enforcement personnel to the exact location of meters in violation. Your enforcement personnel will no longer roam unsystematically in search for meter violators, but instead use real-time data to make informed decisions and optimize enforcement route planning.

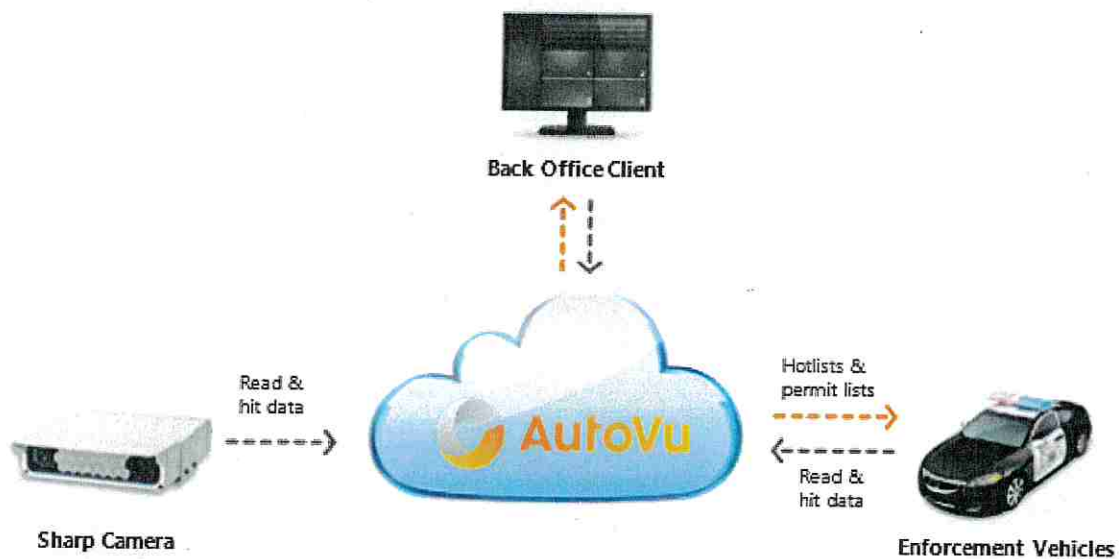


- Real-time meter status alerts
- Color-coded status for easy violation identification
- View or set repair notifications for meters in real time
- Click for detailed meter information

## FAST AND EFFICIENT INQUIRIES FOR REGISTERED OWNER DATA

**Registered Owner Inquiry** - DMV requests for registered owners are submitted each business day. Most registered owner information is retrieved within 48 hours of a citation being entered.

**DMV Interface** - The Enforcement Management System interfaces with NLETS (the National Law Enforcement Telecommunications Service) via highly-secured communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately. **IPS is one of the ONLY vendors with this interface.**



## AUTOMATIC LICENSE PLATE RECOGNITION (ALPR)

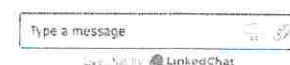
IPS can integrate the Permit & Citation Management system with PCS Mobile Genetec's AutoVu™. Genetec's AutoVu™ has been helping municipalities, universities and parking operators increase enforcement efficiency for over 15 years. AutoVu™ specialized hardware and software is designed and developed in-house by Genetec™ engineers, offering you an end-to-end ALPR solution for your parking enforcement and management. This single, powerful ALPR solution automatically captures and reads thousands of license plates per shift, compares each plate to any existing database in real time, and notifies officers of infractions.



## UNPARALLELED CUSTOMER SERVICE - FEATURING LIVE CHAT

**Telephone Customer Service** - IPS trains staff with the ability to respond to calls received in English or Spanish. Customer Service staff provides general information on the City's policies and procedures with the ability to research information to assist the public.

**IVR** - The Interactive Voice Response system (IVR) provides real-time, detailed citation information linked to the City's database in English or Spanish. The public can inquire by citation number or license plate. Pre-recorded City specific information can be used. Options for reaching a Customer Service Representative are also made available.



## REAL-TIME ACCESS TO APPEALS INFO

**Appeals Module** - Online access to the Appeals Module is available to the City 24/7. Real-time access offers our clients the most current database information. All transactions such as citation records, payments, dismissals, administrative adjudication information, notes, registered owner information and all other citation data are immediately displayed.

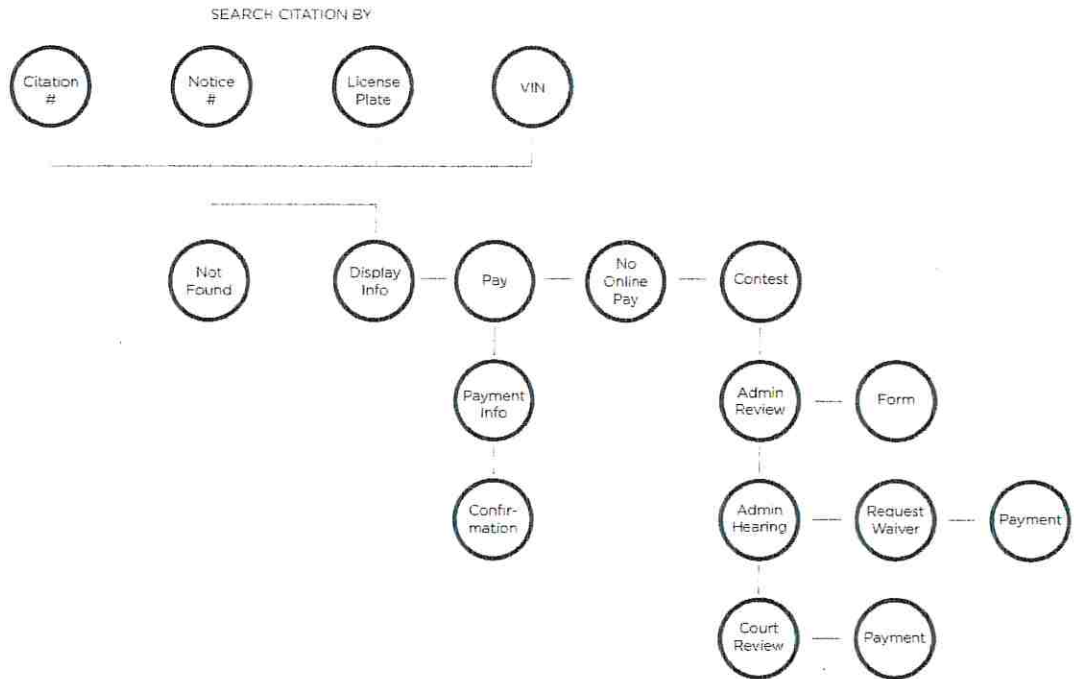
## COLLECTIONS

**Franchise Tax Board Collections (FTB)** - IPS complies with all requirements set forth by the FTB for the Interagency Intercept Collection Program. FTB qualified accounts that remain unpaid are sent to FTB once a year for the submission of State tax returns. Once the FTB sends all intercepted funds and detailed reports directly to the City, IPS will reconcile all payments and confirm they have been updated in the Enforcement Management System. IPS will send updates to the FTB of any necessary information to updated account on their system.

**Collections Bureau of America (CBA) 3rd Party Collections** - CBA is a privately held corporation with 50+ years of experience in the collections industry. CBA is integrated with the IPS Enforcement Management System allowing for easy retrieval of citation data. CBA provides a comprehensive solution while allowing flexible recovery strategies and approach to collections to meet the City's needs and goals. CBA provides customized letter and notice programs, reporting, payment options, and call center with staff trained in handling collection matters.

# PUBLIC CITATION MANAGEMENT PORTAL

## Citation Portal



The Public Citation Management Portal is a website that allows citees to access details about their citation and take action in a convenient, paperless process completed in real-time. Citizens can review the current status of their citation, review fine amounts including late fees, pay or contest their citation, and obtain a receipt or additional information.

## CITATION PORTAL



I want to

request admin review

request admin hearing

request court review



Administrative hearing deposit

**\$150.00**



**SUBMIT**

request waiver

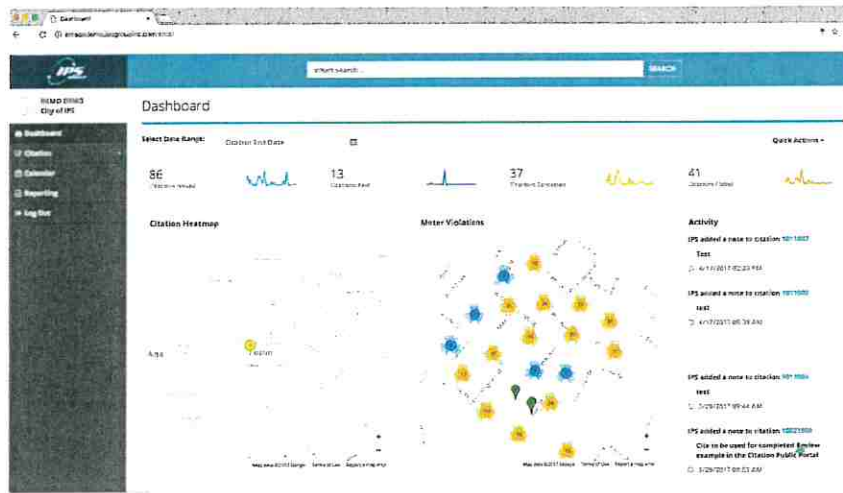
## FEATURES AT A GLANCE

- Review current and comprehensive citation, transaction, and appeals history
- Contest a citation and upload supporting documents
- Pay citation and receive receipt in real time
- Access via any internet browser, on any web-enabled device
- Payment accepted via any major credit card: Visa, MasterCard, Discover and American Express
- Payments processed and citations updated in real-time
- Live chat support
- PCI Certified





# ENFORCEMENT MANAGEMENT SYSTEM



Our Enforcement Management System (EMS) allows National City to intelligently manage every step of the citation lifecycle including citation issuance and processing, adjudication, appeals, hearings, payments and collections. As a secure, cloud-based application, the EMS provides real-time access to authorized users from any web-enabled device, 24/7. No local hardware is required.

The system is designed with all of the tools to help you automate operations, maximize efficiency, promote transparency and compliance, and increase enforcement revenue. An intuitive, customizable dashboard provides helpful at-a-glance visual analytics in the form of charts, graphs and heat maps so you can to easily pinpoint patterns and trends. Additionally, the EMS has robust reporting capabilities with a full set of pre-defined administrative, financial and technical reports, as well as the ability to customize reports to only display the data you want. All reports can be exported into various formats, including XLS, CSV, and PDF.

**Our system is the only one in the industry to have NLETS integration across 50 states.** DMV and NLETS integration ensures you have access to the most accurate registered owner data possible, reducing potential errors and improving efficiency.

**With the EMS, you can go beyond a day-to-day reactive approach to operations and instead harness powerful data to develop smart, data-driven policy decisions that will greatly impact the future of your program.**

## PRIMARY FEATURES

- Cloud-based to provide real-time data. No local hardware required.
- Customizable dashboard with visual analytics and heat maps
- Robust reporting (pre-defined Administrative, Financial, Technical and custom reports)
- Complete citation lifecycle history of citations paid, contested, closed, voided, etc.
- Citation summaries include photos, notices and letters, adjudications and voids
- DMV and National Law Enforcement Telecommunications Systems (NLETS) integration
- Adjudication and disposition management
- Payment and refund processing
- Notice and letter processing
- Live chat support
- Advanced smart search capability offers instant search suggestions and accurate results
- Integrated Smart Calendar
- Option for manual citation entry
- Seamless integration with IPS or third-party parking technology including meters and pay stations, sensors, LPR, pay-by-phone applications, etc.

## OPERATING REQUIREMENTS

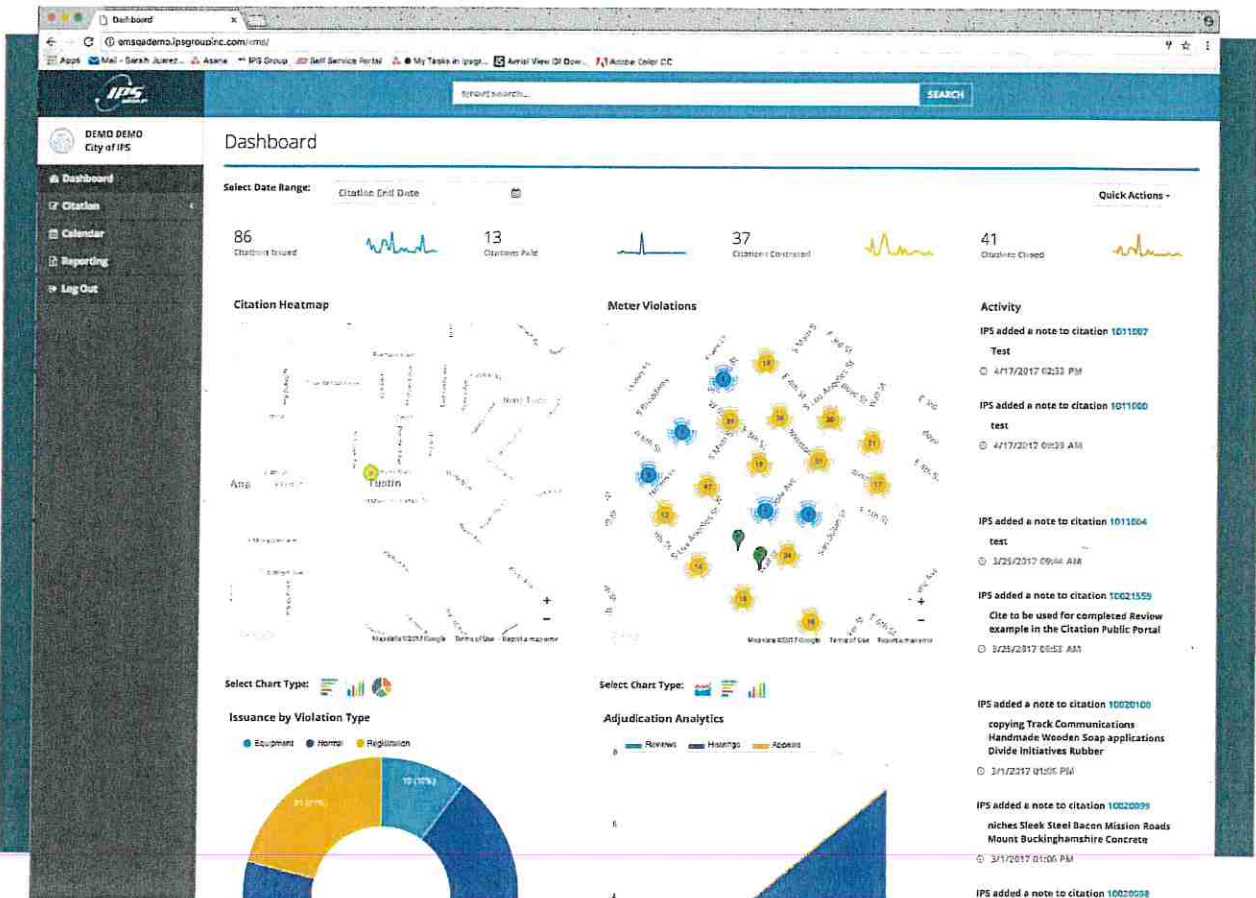
**Hardware Requirements:** The EMS is secured on a private cloud environment; no installation is required. The EMS can be accessed via any web-enabled device.

**Operating System Software Requirements:** An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.

**Browser Requirements:** Any current internet browser will be sufficient to access the EMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS-supported browsers are all compatible, including mobile phone browsers.

## VISUAL ANALYTICS

Our customizable and intuitive dashboard provides real-time access to Key Performance Indicators (KPIs) to keep you focused on City goals and objectives. EMS analytics create a visual representation of complex parking enforcement data via usable charts that expose patterns and trends crucial to the strategic planning process. Additionally, data sharing across the entire Agency parking network will result in more informed, data-driven policy decisions.



Sample EMS Screenshot: Intuitive dashboard with visual analytics

## REPORTING MODULE

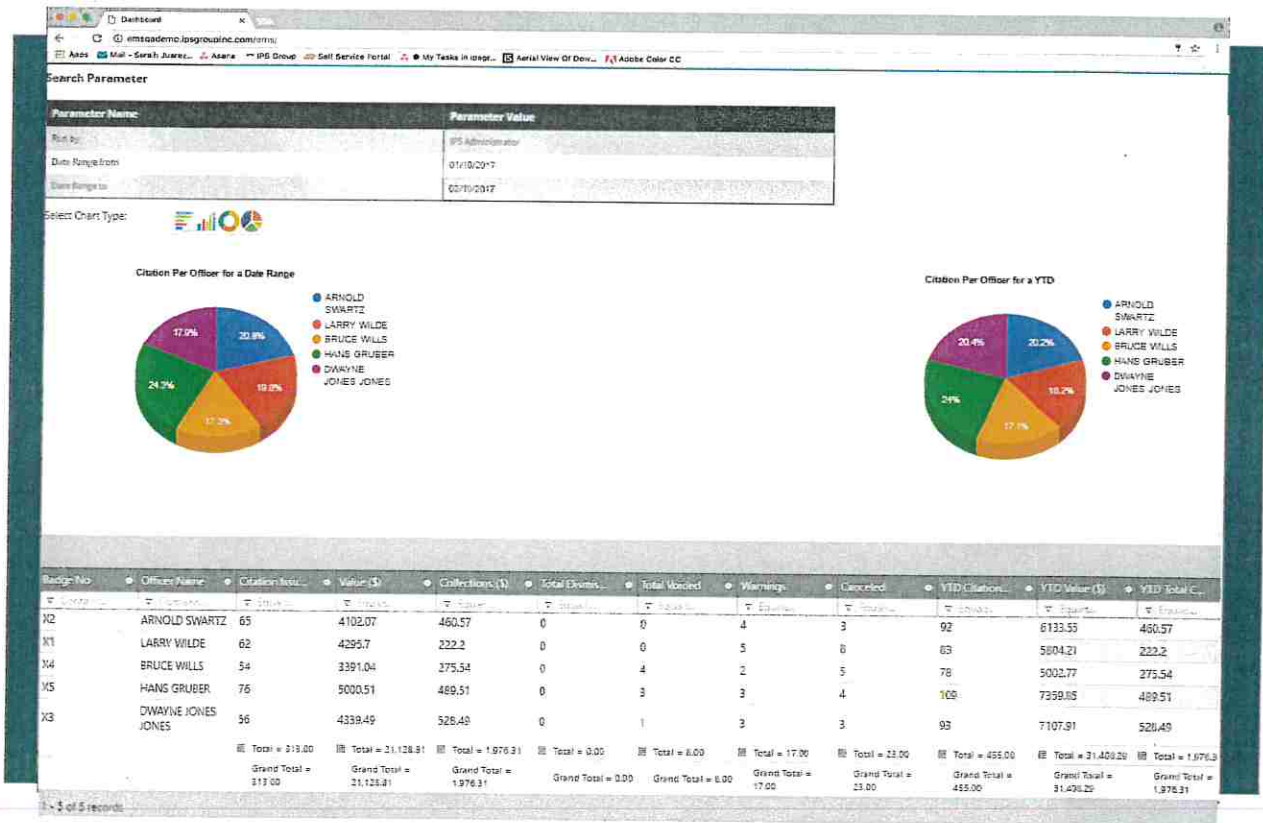
We will provide the City of National City access to a full set of robust, pre-defined reports designed to provide full transparency and accountability in order to meet any objective. Pre-defined reports include:

- Citation Issuance
- Officer Activity
- Financials/Revenue

- Adjudication
- Collections

Additionally, we provide the flexibility of ability to customize reports to the Agency's preference, which can be saved for consistency and future use. The Agency can have full control of reports to display only the data needed, in an easy-to-read and interpret layout.

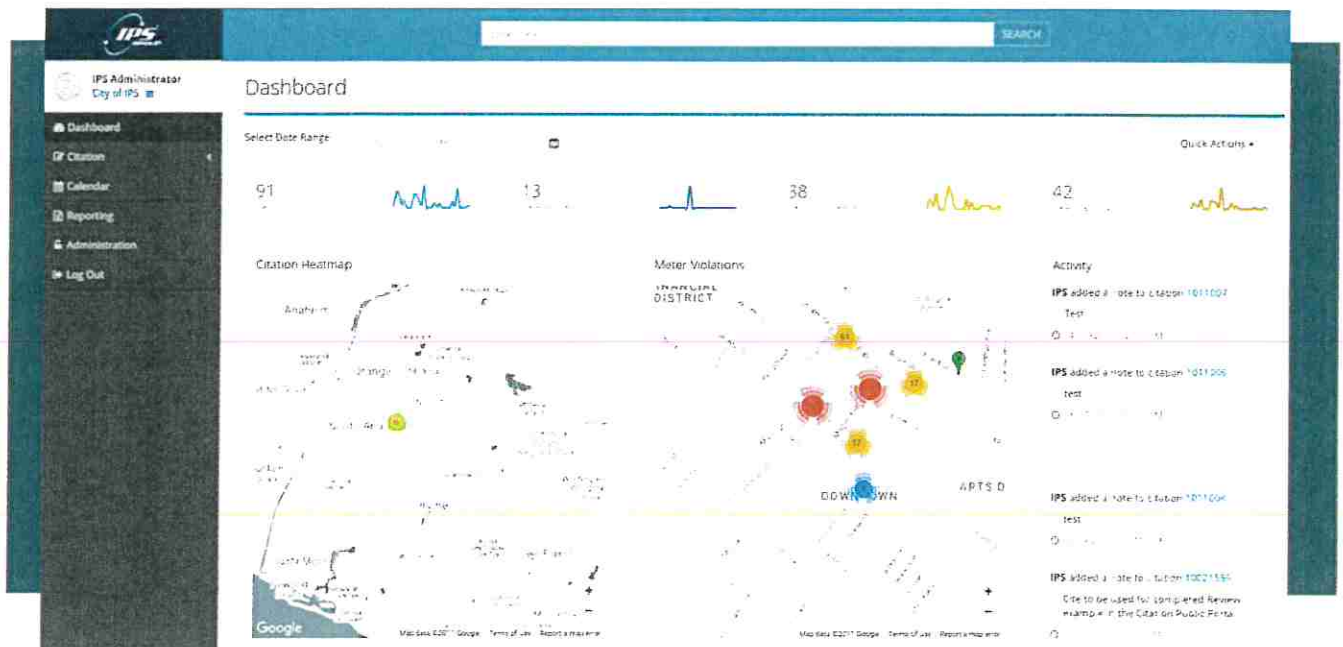
All reports can be exported into various convenient formats, including XLS, CSV and PDF.



Sample EMS Screenshot: Officer Details



Sample EMS Screenshot: Dashboard



## CHAPTER 4: PERMIT MANAGEMENT SOLUTION



### PERMIT MANAGEMENT PORTAL (PMP)

The Permit Management Portal (PMP) is a back-office application that allows the City to easily set up and manage the entire permit issuance process from design to fulfillment. It provides the flexibility to offer whatever permit types you choose (e.g., residential, guest, daily), and can designate specific rates accordingly.

Administrative users (as determined by the City) have the authority to create new permits or deactivate existing permits via the system. The robust back office is hosted in the IPS private cloud and can accommodate an unlimited number of concurrent users and transactions.

### ONLINE PORTAL

The Permit Public Portal makes it easier than ever for customers to purchase and renew parking permits online. The customer-facing website conveniently allows users to review rates and availability, apply for a permit, upload verification documents and pay online.

## ACCOUNT CREATION

Account creation is easy. Applicants create their account and include vehicle information, contact information, and payment information, which streamlines the application process and eliminates the hassle of mailing forms or waiting in line to complete the process in person. The system allows customers to upload any documents required by the City such as lease documents, utility bills, etc. in order to complete their application, which is then verified by IPS or City staff. During the application review, City staff will view the uploaded files and approve or deny the application immediately. We will work closely with the City to determine the authentication requirements to include as part of the fulfillment process.

## MANAGEMENT OF RENEWAL NOTICES

From the PMP, the City can run a query for permit accounts that are up for renewal and generate renewal notices accordingly. The City will set the print date or email notification date. Once confirmation is provided by the user and the letters/or emails have been generated the PDFs are made available in the permit system.

## DOCUMENT MANAGEMENT

The System allows customers to upload any documents required by the City in order to complete their application, which is then verified by IPS or City staff. During the application review, City staff will view the uploaded files and approve or deny the application immediately. We will work closely with the City to determine the authentication requirements to include as part of the fulfillment process.

## REAL TIME VALIDATION

The permit system allows for real-time validation of vehicle registration information through integration with the Department of Motor Vehicles (DMV). Based on the business rules established by the City, the system has the ability to verify in real-time if the permit registrant's address is in the proper permit zone, as well as verify that the vehicle registration information matches the applicant's desired permit zone.

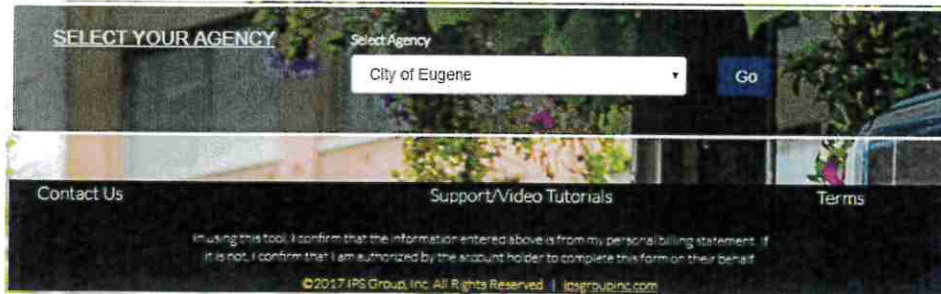
The City can establish the rules associated with each permit type and apply these changes through the PMP system. During implementation, we will assist you in identifying and incorporating the City's business rules applicable to permit limits by permit type. Once the initial rules are set, Administrative users can edit these limitations as needed.

The Permit Management Portal integrates with the Department of Motor Vehicles (DMV) for real-time validation of vehicle registration information. Based on the business rules established by the City the system has the ability to verify in real-time if the permit registrant's address is in the proper permit zone, as well as verifying that the vehicle registration information matches the applicants desired permit zone.

## PERMIT APPLICATION PROCESS

The descriptions below illustrate the application process for a resident, visitor, service or temporary permit.

### 1. SELECT YOUR CITY - CITY OF EUGENE AND SELECT GO



A screenshot of a web form titled "SELECT YOUR AGENCY". It features a dropdown menu labeled "Select Agency" with "City of Eugene" selected. A blue "Go" button is to the right. Below the form are links for "Contact Us", "Support/Video Tutorials", and "Terms". At the bottom, there is a disclaimer: "In using this tool, I confirm that the information entered above is from my personal billing statement. If it is not, I confirm that I am authorized by the account holder to complete this form on their behalf." and a copyright notice: "©2017 IPS Group, Inc. All Rights Reserved | ipsgroupinc.com".

### 2. REGISTER - CREATE AN ACCOUNT

Select *Register* from the top menu. Enter your User Information below. Accept the terms and conditions by checking the box before selecting to Submit



A screenshot of a web registration form. The top navigation bar includes "Home", "Check Status", "Log in", and "Register" (circled in blue). The Eugene logo is on the left. The form is titled "USER INFORMATION" and contains the following fields:

- First Name: [Text input]
- Last Name: [Text input]
- Home Address: [Text input]
- Language: [Dropdown menu, set to English]
- Cell Provider: [Dropdown menu]
- Mobile: [Text input with placeholder (J)XXX-XXX-XXXX]
- Email: [Text input]
- Confirm Email: [Text input]
- Password: [Text input]
- Confirm: [Text input]

Below the user information is a section for "VEHICLE(S)" with an "ADD VEHICLE" button. At the bottom, there is a "TERMS & CONDITIONS" section with a checkbox labeled "I have read/agree with the terms and conditions". "Submit" and "Cancel" buttons are at the very bottom.

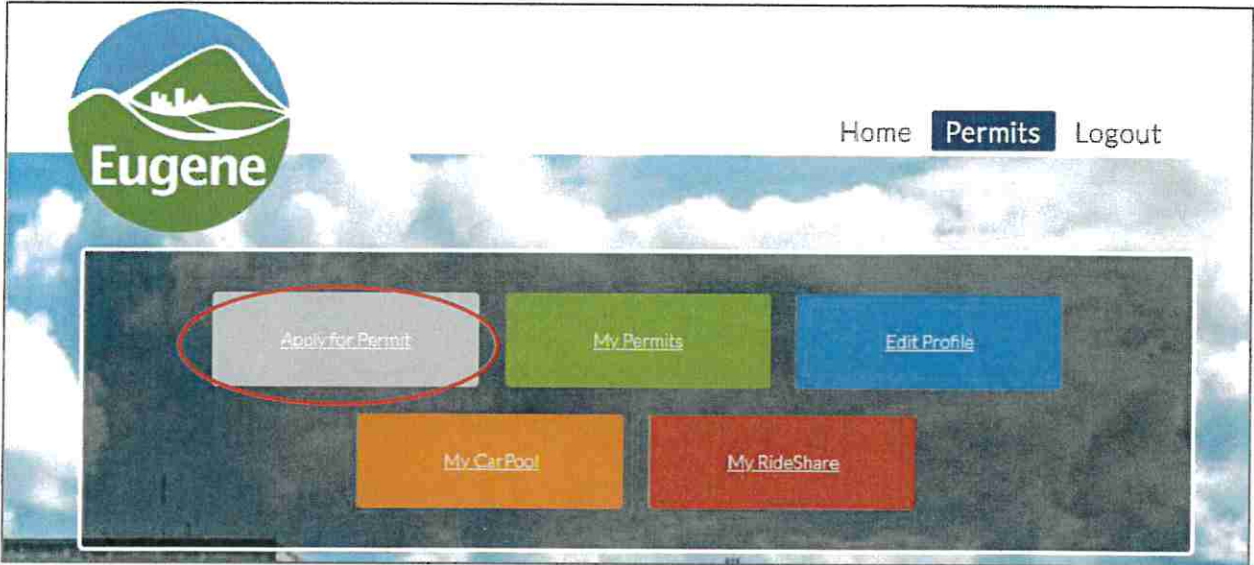
### 3. VERIFY EMAIL

You will receive a confirmation before you proceed to log in. Once you are able to verify your email, you can proceed to login <https://www.thepermitportal.com>



# APPLICATION PROCESS:

1. GO TO APPLY FOR PERMIT



## 2. SELECT YOUR PERMIT LOCATION

The permit availability for this location will be displayed towards the bottom of the screen where you can select "Apply" from the list of available permits.

The screenshot shows the Eugene website's permit application interface. At the top left is the Eugene logo. To the right are navigation links for Home, Permits, and Logout. The main content area is titled "CHECK AVAILABILITY ?" and prompts the user to "Select location to check permit availability:". A dropdown menu labeled "Select Location" is highlighted with a red box, showing "Pearl Street Parking Garage - 170 E 10th Ave, E". Below this is a map of Eugene, Oregon, with a red pin indicating the selected location. The map shows a grid of streets including W 5th Ave through W 13th Ave and E 5th Ave through E 13th Ave. Below the map, there is a date selector for the permit application start date, set to "06/01/2018". A summary bar indicates "TOTAL NUMBER OF AVAILABLE PERMITS FOR THIS LOCATION - 132". At the bottom, a table lists three permit options with their descriptions, durations, prices, and action buttons.

DESCRIPTION	DURATION	PRICE	ACTION
MONTHLY - Off Street Permit	Monthly	58.00	Apply Carpool Rideshare
BULK - Off Street Permit	Yearly	696.00	Apply
QUARTERLY - Off Street Permit	Quarterly	174.00	Apply Carpool Rideshare

### 3. ENTER ALL APPLICATION INFORMATION AND SUBMIT

Once your application is approved, you will receive notification via email with a link to submit payment.

The screenshot shows the Eugene City website interface. At the top left is the Eugene logo, and at the top right are navigation links for Home, Permits, and Logout. The main content area is titled 'PURCHASE NEW PERMIT' and contains several form fields and options. Below this is an 'ADDRESS' section with a table of addresses.

**PURCHASE NEW PERMIT**

Location: Pearl Street Parking Garage - 170 E 10th Av

Permit Type: Off Street Permits

Permit Sub Type: MONTHLY - Off Street Permit

Date: 6/1/2018

Application Type: Select

Actual Cost: \$ 58

Fulfillment Request:  
 Pick up from office  Ship to selected address

Pay with Check:

Auto Payment:

By checking this box you are authorizing the City of Eugene to charge your credit card for the above permit renewal.

**ADDRESS**

Show 5 records

Select	Address	Phone Number	Type	Action
<input checked="" type="radio"/>	17332 Irvine Blvd., Suite 100, Tustin, California, US 92780		Home Addr...	
<input checked="" type="radio"/>	1010 Main St, Santa Ana, California, USA 92706	(858) 218-0279	Work Addr...	

1 - 2 of 2 records

Prev 1 Next

## PERMIT RENEWAL PROCESS

From the PMP, the City can run a query for permit accounts that are up for renewal and generate renewal notices accordingly. The City will set the print date or email notification date. Once confirmation is provided by the user and the letters/or emails have been generated the PDFs are made available in the permit system.

**Send Permit Renewal Notifications**

09/25/2017 10/25/2018

**Run Report**

**Details**

Select	Permit Number	Amount (\$)	Start Date	End Date	Type	Issued To
<input type="checkbox"/>	SDH-4120219	0	9/5/2017	6/15/2018	School Staff Permits	Missy Rodriguez/Event
<input checked="" type="checkbox"/>	SDH-4120219	0	9/5/2017	6/15/2018	School Staff Permits	Eric Lopez
<input type="checkbox"/>	SDH-4120219	0	9/5/2017	6/15/2018	School Staff Permits	Eric Lopez
<input checked="" type="checkbox"/>	SDH-4120219	0	9/5/2017	6/15/2018	School Staff Permits	Eric Lopez
<input type="checkbox"/>	SDH-4120219	0	9/5/2017	6/15/2018	School Staff Permits	Juliany User

Count = 10.00    Permit Count = 10.00    Total = 0.00

1 - 5 of 10 records

PDF    E-MAIL

**Permit Purchased Report**

Permit Date Range: 09/25/2017 - 10/25/2018

**Run Report**

**Permits Purchased**

12 Total = 12 Permits

**Search Parameters**

Parameter Name	Parameter Value
Report Generation By	91
Permit Date From	09/25/2017
Permit Date To	10/25/2018

**Details**

Permit Number	Amount (\$)	Type	Issued To
SDH-4120219	0	Specialty Permit	Missy Rodriguez/Event
SDH-4120219	0	Specialty Permit	Eric Lopez
SDH-4120219	0	Specialty Permit	Eric Lopez
SDH-4120219	0	Specialty Permit	Eric Lopez
SDH-4120219	0	Specialty Permit	Juliany User

1 - 5 of 10 records



After performing interviews, on-site assessments, and off-site sampling, Tevora Business Solutions, Inc., a PCI Qualified Security Assessor is pleased to certify

**IPS Group Inc.**

for achieving full compliance with the PCI Data Security Standard (PCI DSS) v3.2 as of November 17th, 2017 within their POS/card present environment.



Signature  
Rebecca Kelly, PCI QSA

Signature  
Christina Whiting, Managing Director

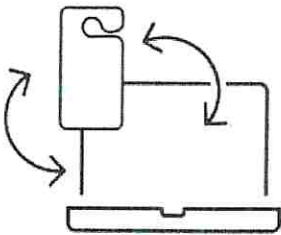
Assessment Validation Period:  
Nov 17th, 2017 - Nov 16th, 2018



IPS is a Level 1 PCI-DSS v3.2 certified payment gateway. The entire system is audited annually by an external PCI QSA (Qualified Security Assessor). We are currently assessed as being compliant with the latest Level 1 PCI-DSS version 3.2 requirements. In fact, IPS has been certified as being PCI compliant since 2009, which is shortly after the PCI-DSS program began. The IPS PCI Level 1 certified secure gateway and payment processing system processes in excess of 120 million credit card transactions each year. Our customers can therefore be assured that card holder data security is important to us and security of this sensitive data has been built into our systems from the very start. IPS is also listed as an accredited payment service provider for Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs.

## REPORTING

Agencies have full access to online reporting of permit revenue, detailed transactions, and permits issued for full visibility of the program. Detailed reporting includes permit purchases by type and location, permits approved or rejected, pending fulfillment, wait list vs. active permits, etc. Your City has the flexibility to customize reports to your preference, which can be saved for consistency and future use. On-demand visual reporting including chart and graphs provide visual representations that better identify patterns and trends for improved management. Reports can be exported in multiple formats including XLS, CSV, and PDF. A report scheduler is available for routine and automatic reporting needs. Once a report is scheduled it will be sent to the City automatically.



FULLY-INTEGRATED



ADVANCED  
SEARCH OPTIONS

24/7

SECURE LOGIN  
AND ACCESS

## ENFORCEMENT INTEGRATION

In today's integrated computing environment, it is more important than ever to, not only have our own state-of-the-art technologies, but also seamlessly integrate with other third-party systems. That is why the IPS team of software engineers have created a rapid development process. This allows IPS to deliver accurate integrations with popular third-party application programming interfaces (APIs) in record time. It also allows IPS to educate and guide vendors on creating open, yet secure software systems that allow for a wider clientele base.



Using this technology foundation, we have created a solution that is quick, easy, and seamless, allowing for integration with an unlimited number of platforms. We pride

ourselves in our cooperative nature and our ability to collaborate with any third party application. We encourage new partnerships and look forward to our continued work with our existing integrations and partnerships.

Systems we currently have current integration with include, but are not limited to:

- PeopleSoft
- TouchNet
- Elavon
- CashNet
- Tyler Systems
- Tiburon RMS
- JEMS Judicial Data Management
- PCS Mobile (Genetec AutoVU) LPR
- Vigilant LPR
- National Law Enforcement Telecommunications System (NLETS)
- CA Department of Motor Vehicles
- Quickbooks
- Monetra
- Amazon
- A number of in-house cashiering and billing management systems

### THIRD-PARTY INTEGRATION - LICENSE PLATE RECOGNITION, VIRTUAL PERMITS, AND VIRTUAL CITATIONS

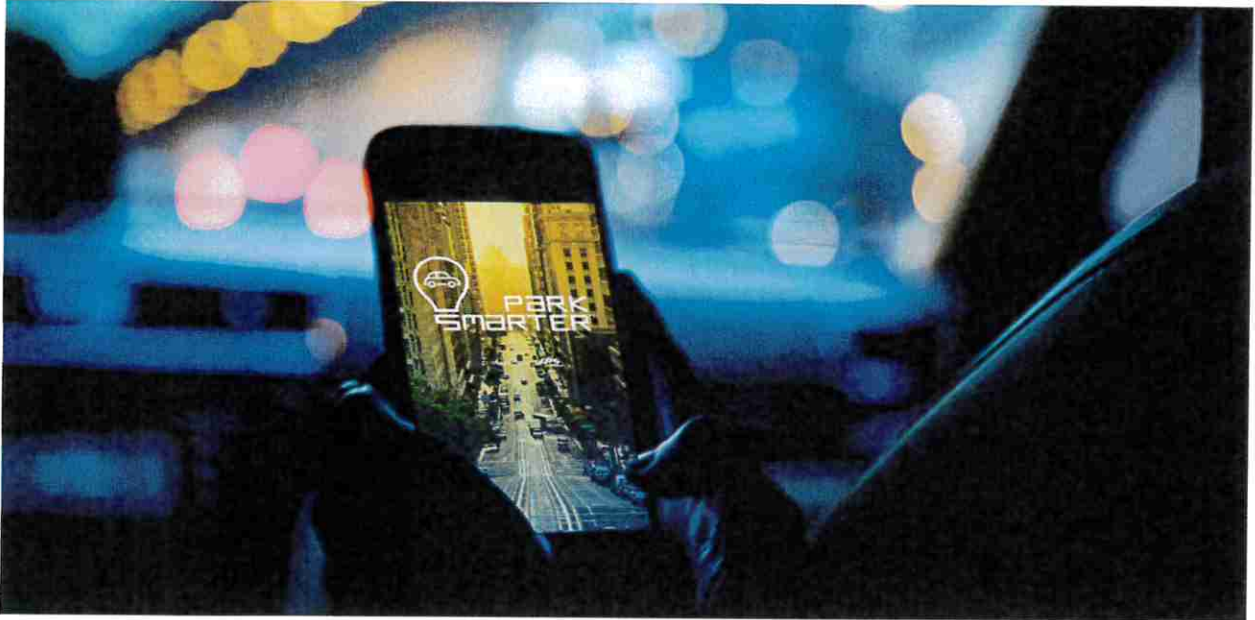
IPS can integrate our Enforcement and Permit Management Solutions with any License Plate Recognition (LPR) provider to form a fully comprehensive, advanced, virtual permit and citation management system. This capacity to integrate with any LPR platform means that we have the unique ability to design our system to, just about, any need and/or specification. Our exclusive LPR partnerships allows for access the best this industry has to offer in LPR technologies:

- Fixed LPR cameras systems
- ALPR vehicle camera systems
- Garage parking systems
- Virtual permitting
- Virtual citations
- Scofflaw Alerts
- Boot Alerts
- Overtime Zones and Alerts
- Comprehensive real-time Reports

We are currently partnered with Vigilant Solutions and Genetec, however, the Enforcement Management System can integrate with any third-party LPR provider.



## CHAPTER 5: PARK SMARTER™



IPS also offers its own mobile payment application, PARK SMARTER™, which works with IPS Smart Meters to bring greater efficiency and choices to the on-street parking customer experience and parking operations.

PARK SMARTER™ integrates with the IPS Data Management System (DMS) so that cities can manage parking policy with live alerts, reporting and data analytics across both meters and the mobile app. The app sends expiration notifications and allows the ability to add time to prevent parking ticket fines. Users can add multiple vehicles and credit cards under one account so business and personal parking is conveniently managed in one place.

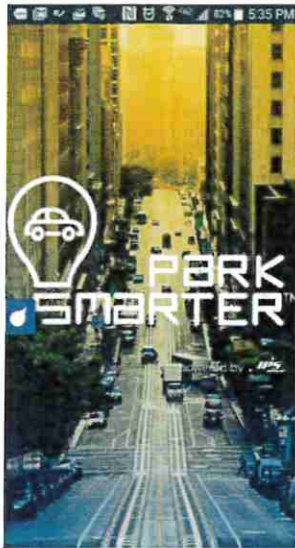
PARK SMARTER™ provides our clients with a unique opportunity to offer citizens an application that is deeply integrated into the meter system that is on the street. This provides the best opportunity to have a successful program, customer engagement, and more use of the application

### PARK SMARTER™ FEATURES:

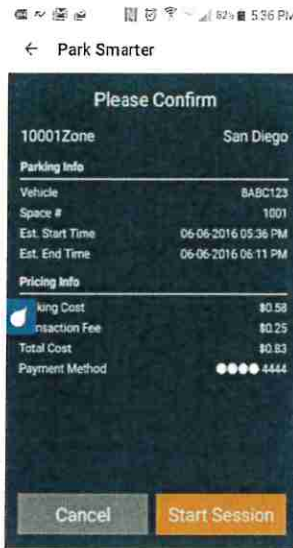
- Real-time notifications alert users in advance of parking expiration
- Optimized with BLE connectivity to put time directly on the meter
- Parking Finder provides direction to open parking spaces
- Ability to pay and extend parking session remotely (if allowed by parking policy)
- Integrates with Visa Checkout and Masterpass, as well as Visa Commerce Network
- No convenience fees



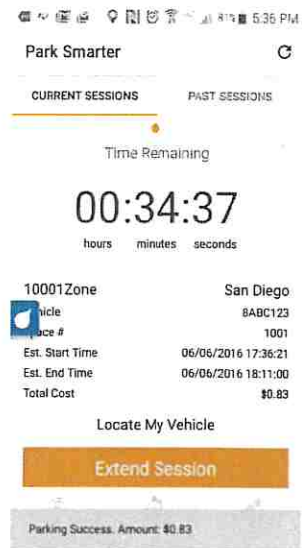
## [PARK SMARTER™ Demo Video](#)



Home Screen



Purchase Screen



Current Session Screen

### Visa Commerce Network

PARK SMARTER™ is the first mobile parking app to be part of the Visa Commerce Network, Visa's new reward and loyalty program. The integration with Visa Commerce Network is a key differentiating feature of PARK SMARTER™ in its ability to offer a local merchant rewards program that combines opportunities for local businesses to engage directly with customers. The app will include special promotional offers for enrolled US Visa cardholders at local merchants.

### Parking Finder Feature

PARK SMARTER™ can be used before the car is even parked. Using the app's Parking Finder tool, the user can locate available parking before circling the block in search of a space.

# CHAPTER 6: IPS METERS

IPS Group, Inc. offers the IPS M5™ single-space meter, the MS1™ multi-space pay station, Revolution™ Upgrade Kits, vehicle detection sensors, a state-of-the-art backend system, and access to the fully-integrated IPS product suite for future technology implementation. All IPS meters provide diverse payment options (credit/debit card, bills, coins, smart card, pay-by-cell, and optional NFC contactless payment), access to real-time parking meter data, solar-power technology, and a comprehensive web-based meter management system.

## M5™ SINGLE-SPACE PARKING METER

The IPS flagship product and gold standard for single-space Smart Parking meters, the patented M5™ retrofits into existing parking meter housings to maximize infrastructure, and is fully-operational in seconds. IPS meters provide Cities and their patrons with a simple and consistent parking user experience that is more cost-effective, customer-friendly, and more reliable than alternatives. The credit card-enabled single-space smart meter patented by IPS offers multiple payment options including coins, credit/debit card, optional NFC/contactless payment (such as Apple Pay and Android Pay), smart card, and tokens; access to real-time data, solar power technology, and a comprehensive web-based meter management system.

## PHYSICAL FEATURES

- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read mechanical buttons for intuitive payment navigation—rated at more than 250,000 cycles
- Tri-colored LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow)
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- RFID technology automatically identifies the meter location and downloads the correct operating configurations



## VEHICLE DETECTION SENSORS

IPS Vehicle Detection Sensors reliably detect the presence and absence of a vehicle in a parking space, while recording arrival and departure times. IPS sensor data integrates seamlessly with the IPS data management system and third-party enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends. The IPS sensor uniquely directs all sensing information to the IPS parking meter cellular communications backbone, saving customers the hassle of installing additional network equipment and dramatically reducing the cost of ownership. The IPS sensor uses multiple sensing technologies to detect vehicles. Its unique design provides the most accurate data on the sensor market and allows for quick installation and servicing.

### BENEFITS OF IPS SENSORS

- Only PROVEN sensor technology currently deployed in the US.
- Ability to reset the meter to zero when a vehicle leaves the parking space.
- Ability to prevent meter feeding, thereby generating turnover.
- Ability to offer courtesy time resulting in positive public perception of the meters.
- Access to real-time occupancy data.
- Installed under the ground or in the meter dome, eliminating the need for additional infrastructure.
- Proven to increase revenue.

### ACCURACY

IPS uses a breakthrough form of sensor accuracy testing that is transforming the way sensor technology is evaluated within the industry. IPS is the only company that has developed a method to accurately test sensors utilizing time-lapse video and analysis software. IPS Group is utilizing its breakthrough technology to actively improve sensor technology—continuing to exceed industry standards—and to generate image-based evidence that demonstrates accuracy with real data.

#### Dome Mount

- No street work required—sensor is integrated directly into the meter dome
- Easy access for maintenance and/or replacement
- Configuration for any parking environment



#### In Ground

- Underground sensor contains both power source and antenna for a completely wireless solution

#### Pole Mount

- No street work required—sensor is mounted on the meter pole

- Easy access for maintenance and/or replacement
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

*All sensors have a wireless connection to the IPS meter. Sensor data is communicated and transferred via cellular network.*

## MS1™ PAY STATION

The MS1™ pay station is the latest generation of unattended payment systems from IPS Group. The MS1™ incorporates the unique features of the Proven™ IPS single-space platform such as including enhanced payment options, modular design for ease of servicing, powerful management system, and unparalleled power efficiency.

A video on the MS1™ may be watched [here](#).

### BENEFITS OF THE MS1™ INCLUDE:

- **Flexibility:** The MS1™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Robust Hardware Design:** Highly-secure, stainless steel cabinet with weather and graffiti-resistant powder coating and scratch-resistant armored glass LCD display window.
- **Unparalleled Power Efficiency:** Powered by environmentally-friendly solar panel and combination rechargeable and back-up battery pack to maximize ongoing power.
- **Customization:** Configurable buttons available for help screens, alternative languages, max time, and more.
- **Guaranteed Quality:** High security stainless steel housing with weather and graffiti-resistant powder coating make it both durable and easy to maintain.
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Interface:** IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order. The MS1™ will then guide them through the transaction.
- **Dependability:** Pay stations communicate wirelessly on the GPRS/3G/4G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Secure Collections:** Unit contains a separate maintenance cabinet and collection vault. The cash box is housed in a secure vault that features a six-point locking system and high-security lock.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.



# DATA MANAGEMENT SYSTEM



The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time.

## REPORTING & ANALYTICS

A comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration make the DMS both intuitive and powerful. DMS analytics creates a visual representation from large tables of data to help managers gain helpful insight into the patterns and trends of their parking program and leverage this information to derive future strategy and optimize systems.

All reports are flexible with customized views for comparison purposes and/or to reveal “what-if” scenarios. With these fully-integrated tools, customers can better manage the financial aspects of the Park’s parking program. All reports can be exported into various formats, including XLS, CSV, and PDF.

## SEAMLESS INTEGRATION

The DMS allows managers to seamlessly integrate parking meters with vehicle detection sensors, pay-by-cell capability, and other smart applications. A standard web browser is the only tool required to access the DMS and to make changes/configurations to the City’s meters.

- **Hardware requirements:** IPS provides a hosted DMS; there is no local hardware required other than internet access.

- **Network requirements:** IPS recommends a high-speed internet connection to the DMS service, such as cable or DSL access.
- **Operating system software requirements:** An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.
- **Browser requirements:** Any current internet browser will be sufficient to access the IPS DMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS supported browsers are all compatible, including mobile phone browsers.

## PRIMARY FEATURES

- Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS meters and sensors
- Flexibility to use as much, or as little data as you choose
- Ability to monitor meter health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatibility with Android OS and Apple iOS

## ONGOING SUPPORT

IPS clearly understands the importance of ongoing project support. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. Our commitment is to be exceptionally responsive while providing our comprehensive service offerings



### 24/7 TELEPHONE HELP DESK & ONGOING SUPPORT

*Knowledgeable, friendly service is just a phone call away.*

IPS offers customer service resources with in-depth system knowledge around the clock to ensure you get what you need, fast. Our team of experts are available via a telephone-based help desk during normal business hours from 8 a.m. to 5 p.m. PST, Monday through Friday. We also offer after-hours/emergency technical support to maintain constant coverage. Upon entering a contract, IPS will provide contact information for all IPS senior staff.

IPS customer service can be reached toll-free at (877) 630-6638, or at [customersupport@ipsgroupinc.com](mailto:customersupport@ipsgroupinc.com) for non-emergencies.



## LIVE CHAT CAPABILITIES

*Self-help support resources are right at your fingertips.*

Our products have been developed so that an easy, immediate fix may be available without the help of additional IPS personnel support. The Permit Management System features Live Chat to help get the job done. Online help tools include product manuals, FAQs, "how-to" training videos, and more. These tools can be conveniently accessed 24/7 online for authorized users.



## MANUFACTURING SUPPORT

*Designated technical resources are ready to help you.*

As both the designer and manufacturer of its smart parking technology, IPS is prepared to designate your City with technical resources including a team of hardware/software engineers, database administrators, and web/data-integration engineers for additional support.



## DATA SECURITY MANAGEMENT

*Your data is protected.*

IPS offers ongoing data security management and backup systems support of the Permit Management System in case of a critical failure.



## PERSONALIZED FOLLOW-UP MEETINGS

*Ensure all project criteria is met and exceeds expectations.*

Once installation is complete, a conference call between the City, the designated CSM, and Director of Sales is held to discuss the wrap-up of the installation and ensure all project criteria has been met. Check-in meetings can be held periodically to discuss progress or additional concerns as needed.



# CHAPTER 7: ENFORCEMENT MANAGEMENT PILOT

As a technology company, IPS Group prides itself on its heavy investment in research and development, which allows us to maintain our unmatched market leader status while at the same time delivering new and innovative products to meet the evolving needs of our customers.

Many times technology outpaces the useful life of the parking equipment itself. IPS technology is designed with the future in mind, with customer input a huge factor. Unlike expensive legacy systems that are inflexible and are slow to modernize, IPS technology is scalable and flexible to meet the growing needs of municipalities and schools alike. IPS provides the latest in parking technology, built on a flexible platform, designed to integrate with tomorrow's technologies.

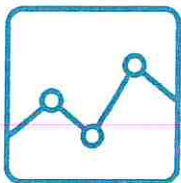
IPS Group proposes a pilot program in which we, in collaboration with your Agency, will conduct a 30 day trial to demonstrate, at no cost to your Agency, the effectiveness of The IPS Enforcement and Processing Solutions.

As an early adopter, you will have full access to customize the Enforcement Management Solution to your unique requirements.



### **Complete access to products and services:**

Get access to a number of IPS Ecosystem products and services



### **Fully integrated and live with your data:**

Our pilot program is not a demo but an actual implementation of our products and services using your live data: e.g., Process a cite, fulfill a permit, and/or run a report; all in real time.



### **COMPLETELY FREE FOR 30 DAYS**

# CHAPTER 8: COST PROPOSAL

## **Mobile Enforcement Solution: Mobile Enforcement Device**

Our Mobile Enforcement Solution is accessible using an easy-to-use handheld citation writer; Offering a quick and efficient citation issuance process. Electronic citations are immediately loaded into the Enforcement Management System (EMS) allowing timely access to citation information for your Agency and the public.

Mobile Enforcement Solution	Units	Unit Price
3 Year Lease (Rental) Option	Per Device / Per Month	\$150.00

### INCLUDES:

- Mobile Enforcement Device(s)
- Mobile Enforcement Software
- Remote Management Suite
- Comprehensive Support
- General Maintenance
- Warranty Options
- Automatic Hardware Refresh (after 3 years)
- Data Plan
- Installation and Training
- Carrying Case / Protective Case / Belt Clips

### ADDITIONAL ITEMS TO BE ESTIMATED BASED ON VOLUME:

- Citation Stock and Related Materials

## Enforcement Management Solution - Processing Services Schedule of Fees

IPS continues to exceed industry standards by offering innovative technology solutions that bring greater efficiency to parking operations, which now includes a parking enforcement smart technology product suite. This next-generation parking enforcement solution from IPS manages the entire citation lifecycle from issuance to collections and incorporates state-of-the-art real-time technology and customer service resources.

<b>Citation Processing</b>	<b>Per Citation</b>	<b>\$0.40</b>
----------------------------	---------------------	---------------

### Registered Owner Acquisitions:

DMV requests for registered owners are submitted each business day. Most registered owner information is retrieved within 48 hours of a citation being entered.

<b>California</b>	<b>Per Unit</b>	<b>\$0.00</b>
<b>Out of State</b>	<b>% Collected</b>	<b>32%</b>

### DMV/NLETS Interface:

The Enforcement Management System interfaces with the National Law Enforcement Telecommunications Service (NLETS) via highly-secured communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.

<b>DMV / NLETS Communication</b>	<b>Per unit</b>	<b>FREE</b>
----------------------------------	-----------------	-------------

### Notices and Letters:

Notice are printed in color and provide important information to the public regarding the citation details as well as containing all information required to submit payment. All notices, letters, and postage are provided by IPS and mailing using first-class mail. Parking violation notices are mailed based on Agency preferred schedule. The Agency has the ability to customize text that is printed on the notice if

necessary, which allows the Agency the flexibility of changing the text should procedures change.

<b>Delinquent Notice (Includes Postage)</b>	<b>Per unit</b>	<b>\$0.69</b>
<b>Additional Letters and Correspondence</b>	<b>Per unit</b>	<b>\$1.13</b>

**Telephone Customer Services**

IPS trains staff with the ability to respond to calls received in English or Spanish. Customer Service staff provides general information on each Agency's policies and procedures with the ability to research information to assist the public.

<b>Customer Service</b>	<b>Per interaction</b>	<b>FREE</b>
-------------------------	------------------------	-------------

**IVR Solution (Optional):**

The Interactive Voice Response system (IVR) provides real-time, detailed citation information linked to the Agency's database in English or Spanish. The public can inquire by citation number or license plate. Pre-recorded Agency specific information can be used. Options for reaching a Customer Service Representative are also made available.

<b>IVR System</b>	<b>Per month</b>	<b>\$225.00</b>
<b>IVR Record &amp; Store Calls (Optional)</b>	<b>Per call</b>	<b>\$0.45</b>
<b>IVR Call Transcription (Optional)</b>	<b>Per call</b>	<b>\$0.90</b>

**Payment Processing:**

IPS provides a lockbox service where payments can be mailed by the public. Payment will be posted and deposited to the Agency account within 24 hours. The Agency will have access to view deposit information online, as well as each citation paid within that deposit. Reports are available online for the Agency to reconcile each payment and deposit that has been made to the Agency's bank account. In

addition, monthly reports are available to the Agency to reconcile daily and monthly deposit activity.

IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website. IPS provides all credit/debit-card processing via real-time authorization and processing. Credit/debit card payments are updated real-time to the citation records and receipts can be printed from the system for the public. Payments by credit card are accepted 24/7. The system secures immediate authorization from the processor, and immediately updates the citation status in real time. The Public Portal website is fully PCI compliant.

In person payments taken at your Agency's location can be entered into the Enforcement Management System by your Agency's staff. This automatically updates the citation and generates a receipt. An online, real-time report can be generated that details all funds taken by your Agency for daily reconciliation.

<b>Lockbox Setup (one-time fee)</b>	<b>Per unit</b>	<b>\$450.00</b>
<b>Mail-in Payments</b>	<b>Per unit</b>	<b>\$0.40</b>
<b>Online Payments</b>	<b>Per unit</b>	<b>\$0.40</b>
<b>Secure Credit Card Payments</b>	<b>Per transaction</b>	<b>\$2.00 or 3% whichever is higher</b>

**Appeals Module:**

Online access to the Appeals Module is available to the Agency 24/7. Real-time access offers our clients the most current database information. All transactions such as citation records, payments, dismissals, administrative adjudication information, notes, registered owner information and all other citation data are immediately displayed.

<b>Online Appeals</b>	<b>Per unit</b>	<b>FREE</b>
-----------------------	-----------------	-------------

**Reporting Module:**

We have extensive reporting that covers Citation and Officer Activities along with Revenue and Adjudication Analysis. These reports can be automatically generated based on your Agency's preferences. IPS will provide your Agency with a wide variety of electronic reports. Custom reports can be created by your Agency using

the Enforcement Management System. All reports can be exported to PDF or Excel format.

<b>Reporting</b>	<b>Per unit</b>	<b>FREE</b>
------------------	-----------------	-------------

**Franchise Tax Board Collections (FTB):**

IPS complies with all requirements set forth by the FTB for the Interagency Intercept Collection Program. FTB qualified accounts that remain unpaid are sent to FTB once a year for the submission of State tax returns. Once the FTB sends all intercepted funds and detailed reports directly to your Agency, IPS will reconcile all payments and confirm they have been updated in the Enforcement Management System. IPS will send updates to the FTB of any necessary information to updated account on their system.

<b>FTP Processing</b>	<b>Per unit</b>
<b>FREE</b>	

<b>FTB Collections</b>	<b>Per unit</b>	<b>25%</b>
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**Collections Bureau of America (CBA) 3rd Party Collections:**

CBA is a privately held corporation with 50+ years of experience in the collections industry. CBA is integrated with the IPS Enforcement Management System allowing for easy retrieval of citation data. CBA provides a comprehensive solution while allowing flexible recovery strategies and approach to collections to meet the Agency's needs and goals. CBA provides customized letter and notice programs, reporting, payment options, and call center with staff trained in handling collection matters.

<b>Special Collections</b>	<b>% amount collected</b>	<b>35%</b>
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**PERMIT MANAGEMENT SYSTEM**

The Permit Management solution offers cities, educational organizations, and other agencies, the flexibility and convenience to manage the entire parking permit lifecycle

from initial design through fulfillment; a true web-based system available anytime and anywhere.

<b>One Time Setup</b>	<b>Per unit</b>	<b>\$3,600.00</b>
<b>Permit Processing Fee</b>	<b>Per unit</b>	<b>\$1.80</b>
<b>Permit Fulfillment (Verification)</b>	<b>Per unit</b>	<b>\$0.90</b>
<b>Per Letter (includes postage)</b>	<b>Per unit</b>	<b>\$1.13</b>
<b>Online &amp; IVR Secure Credit Card Payments - Gateway Fee</b>		<b>\$2.00 or 3%</b>
<b>*Charged to the Public</b>	<b>Per transaction</b>	<b>whichever is higher</b>
<b>Customization per Hour</b>	<b>Per hour</b>	<b>\$112.50</b>

**THREE-YEAR TOTALS - IPS ENFORCEMENT MANAGEMENT SYSTEM**

Below is an estimated of total costs of the IPS systems over a three year span. Numbers below where generated by averaging numbers that where provided by your Agency.

**ENFORCEMENT MANAGEMENT SOLUTION (CITATION PROCESSING AND HANDHELD EQUIPMENT)**

Item	#	Annual Total	Monthly Total
Cites	7500		
Per cite	\$0.40	\$3,000.00	\$250.00
Collection Rate	70%		
Collected Cites	5250		
Payments	\$0.40	\$2,100.00	\$175.00
Delinquent Rate	30%		
Delinquent Number	2250		
Delinquent Notices	\$0.69	\$1,552.50	\$129.38
Handhelds	8		
Handheld Cost	\$150.00	\$14,400.00	\$1,200.00

Totals		\$21,052.50	\$1,754.38
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Estimated Three Year Total	\$63,157.50
Estimated - Should Not Exceed*	\$85,000.00

\*Does not include potential Out of State, Special, and FTB, Collection amounts.

### PERMIT MANAGEMENT SYSTEM

Item	#	Annual Total	Monthly Total
One Time Setup	1	\$ 3,600.00**	
Est. Number of Permits	1000		
Permit Processing Fee	\$ 1.80	\$ 1,800.00	\$ 150.00
Permit Fulfillment	\$ 0.90	\$ 900.00	\$ 75.00
Permit Letter	\$ 1.13	\$ 1,130.00	\$ 94.17
Est. Customization Hours	60		
Customization Per Hour	\$ 112.50	\$ 6,750.00	\$ 562.50
Totals		\$ 10,580.00	\$ 881.67

Three Year Total	\$ 35,340.00
Estimated - Should Not Exceed*	\$ 50,000.00

\*Estimates are based on Tier Pricing. Actual volumes are not known at this time. The above pricing is based off of a volume of 1000 permits issued per year.

\*\* One time Charge



# METER COST PROPOSAL

M5™ Capital Costs - Product/Service	Price per unit
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag, meter top)	\$495.00
Shipping	\$7.50
Installation (\$2,500.00 minimum total fee)	\$15.00
Post Warranty Repair Services	\$85.00

M5™ Ongoing Fees	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$5.75	\$8.00
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.06

NOTE: A functioning meter requires the installation of a meter mechanism, housing, and pole—sold separately. Price per meter/sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.

## Vehicle Detection Sensors Capital and Ongoing Costs

Product/Service	Price per unit
In-Ground Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Pole Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00

Vehicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	\$3.50
Optional: Real Time Reporting Fee	\$2.75

NOTE: Price per sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access are ongoing and outlined above. All pricing does not include any applicable state or local taxes that are required to be paid by the city now or in the future.

M5™ Spare Parts	Price per unit	Qty Per 100 Meters
Card Entry Die Casting	\$19.00	3
Keypad Assembly	\$25.00	5
Complete Top Cover (with Lexan insert)	\$69.00	3
Lexan for Top Cover	\$15.00	3
Validator Connector Board	\$15.00	3
Validator Connection Cable	\$5.00	3
Battery Pack 795-600-H3 (non-rechargeable)	\$30.00	5
Solar Panel / Comms Board (GSM)	\$165.00	n/a
Solar Panel / Comms Board (CDMA)	\$165.00	n/a
Coin Validator	\$69.00	5
Main Board	\$165.00	3
Display Board	\$89.00	3
Display Board with NFC	\$139.00	n/a
Expiry Indicator (rear)	\$15.00	3
Battery Charging Assembly (11 meters per assembly)	\$115.00	n/a
Coin Entry Slot	\$2.00	3
Hybrid Card Reader (non EMV)	\$49.00	5
EMV Hybrid Card Reader	\$125.00	n/a
Battery Door Cover	\$2.00	3
RFID Meter Housing Tag Assembly	\$10.00	3

<b>MS1™ Capital Costs Product/Service</b>	<b>Price per unit</b>
IPS MS1™ Multi-Space Pay Station - Pay and Display (includes 12 month warranty)	\$6,450.00
BNA Module-with 600-note stacker (OPTIONAL)	\$1,500.00
Pay-by-space Keypad (OPTIONAL)	\$75.00
Pay-by-plate Keypad (OPTIONAL)	\$200.00
EMV Contact Card Reader (OPTIONAL)	\$499.00
Shipping	\$200.00
Installation	\$200.00
Extended Warranty (additional 12 months)	\$295.00
Extended Warranty (additional 48 months)	\$995.00

*NOTE: Installation includes a surface mount. No concrete work is included. The BNA option comes with a 24-month warranty standard. Additional extended warranty for BNA will be priced upon request. Price per unit is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.*

#### **MS1™ Ongoing Costs**

<b>Fee Type</b>	<b>Option 1 (On Street)</b>	<b>Option 2 (Off Street)</b>	<b>Option 3 (Off Street)</b>
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	\$55.00	\$25.00	\$55.00
Secure Credit Card Gateway Fee (per transaction)	Included	\$0.13	\$0.06

*\*Option 1 is currently unavailable for off-street pay stations*

*NOTE: Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined above. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the US City Average, and will not exceed 3% annually.*

<b>MS1™ Spare Parts List</b>	<b>Price per unit</b>	<b>Qty per 100 Meters</b>
Standard Card Reader Only	\$49.00	n/a
Standard Card Reader Assembly with PCBA	\$129.00	3
Standard EMV Contact Card Reader Assembly with PCBA	\$499.00	n/a
Coin Validator Assembly	\$69.00	5
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,500.00	2
Additional 600 note stacker cartridge	\$500.00	As needed
Solar Panel Replacement Kit	\$500.00	3
Main Operating Board (with LCD and modem)	\$749.00	3
LCD with Armored Glass Replacement	\$250.00	3
Armored Glass Replacement	\$125.00	3
Thermal Printer	\$615.00	3
4-key Horizontal Keypad	\$75.00	3
4-key Vertical Keypad	\$75.00	3
Pay-by-Space Keypad Assembly	\$165.00	n/a
Pay-by-Plate Alphanumeric Keypad Assembly	\$249.00	n/a
Battery 16Ah (rechargeable)	\$165.00	5
Additional Large Coin Canister	\$199.00	As needed
Additional Small Coin Canister	\$75.00	As needed
Coin Shutter	\$199.00	3
Paper Rolls (sticky back) approx 2400 2.75" tickets (.004" thick)	\$29.50	As needed
Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$21.50	As needed

NOTE: This pricing is FOB, IPS Group San Diego, CA and includes all applicable discounts.

# PARKING METER WARRANTY

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below.

## Additional Warranty Provisions:

- IPS must have the opportunity to assist in the initial deployment and system installation.
- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent.
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period.
- Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.
- THE WARRANTIES CONTAINED IN THE CONTRACT DOCUMENTS ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. THE FULL EXTENT OF THE CONTRACTOR'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

## Exclusions:

- Warranty voided with use of imitation or non-genuine IPS replacement parts, unauthorized alterations, abuse, vandalism, improper handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage.
- Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of

electricity [or cellular telecommunication failures caused by any of the events or causes described above).

#### **Preventative Maintenance (Meters):**

- Preventative maintenance will be similar to current single-space parking meters. However, the primary elements will be a working battery, card reader and coin validator.
- Meters surfaces should be kept clean with mild soap and water.
- The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- At 9-12 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader and coin acceptor clear of debris, every 9-12 months.
- Additional preventative maintenance shall be administered by City staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- City, at its own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.



LICENSE PLATE RECOGNITION: VIGILANT SOLUTIONS

**Mobile LPR 2-Camera System w/ Integrated Processor (Expandable to 4 Cams)**

Quantity	Item/Description
2	Mobile LPR 2-Camera System w/ Integrated Processor (Expandable to 4 Cams)

**Includes:**

- 4 LPR Camera Mounting Kit for 2016 Ford Transit
- 2 2-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 & 3
- 1 Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments
- 2 Parking Enforcement System Toolkit
- 1 IPS Integration
- 1 Client Portal Account
- 1 Vigilant System Start Up & Commissioning of 'In Field' LPR system
- 1 Vigilant End User Training for LPR Systems
- 1 Vigilant Travel via Client Site Visit
- 2 Vigilant Shipping & Handling Charges

**TOTAL CAPITAL COSTS:**

**\$40,433.88**



**ANNUAL COST ASSOCIATED WITH VIGILANT LPR SYSTEM**

Annual Recurring Costs: Up-Front Model				
Line Item	Year 2	Year 3	Year 4	Year 5
CLK (Software)	\$2,997	\$2,997	\$2,997	\$2,997
Warranty	Included	Included	\$2,997	\$2,997
Integrations	\$2,390	\$2,390	\$2,390	\$2,390
Parking Toolkit	<u>\$3,000</u>	<u>\$3,000</u>	<u>\$3,000</u>	<u>\$3,000</u>
Total	\$8,387	\$8,387	\$10,777	\$10,777

**Vigilant LPR Quote Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
3. Mobile computing and modem required for use and provided by others.
4. Physical installation by others. Commissioning and training by Vigilant.
5. Systems proposed can perform time limit, scofflaw, and permit enforcement.
6. Vehicle year, make, model required at time of purchase. Ford Transit used for budget.



## M5™ SINGLE-SPACE METER

The IPS flagship product and gold standard for single-space Smart Parking meters, the patented M5™ retrofits into existing parking meter housings to maximize infrastructure, and is fully-operational in seconds. IPS meters provide Cities and their patrons with a simple and consistent parking user experience that is more cost-effective, customer-friendly, and more reliable than alternatives. The credit card-enabled single-space smart meter patented by IPS offers multiple payment options including coins, credit/debit card, optional NFC/contactless payment (such as Apple Pay and Android Pay), smart card, and tokens; access to real-time data, solar power technology, and a comprehensive web-based meter management system.

### Physical Features

- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read mechanical buttons for intuitive payment navigation—rated at more than 250,000 cycles
- Tri-colored LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow)
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- RFID technology automatically identifies the meter location and downloads the correct operating configurations



## IMPLEMENTATION PLAN

Below is an anticipated schedule of events based on the signing of a contract or approval to proceed from the City. The target timeline listed below is relative to the Notice to Proceed (“NTP”) that the City will give to IPS upon receipt of a fully executed contract. Many of these activities happen in parallel. Below is a standard installation/implementation timeline. IPS will work with the City to meet their desired installation dates.

Task	Party	Target Timeline
Notice to Proceed (NTP)	City/IPS	TBD
Define & Map all Meter Installation Locations	City/IPS	30 calendar days
Complete Meter Configuration Data Sheets	City/IPS	30 calendar days
Complete Credit Card Processing Information	City/IPS	30 calendar days
Meter Programming Configuration Approved	City	30 calendar days
Meter Locations Site Preparations	City/IPS	45 calendar days
Initial Public Outreach <i>City Marketing provided by IPS may include websites, brochures, video tutorials, etc. as determined by the City and IPS as most appropriate. Details regarding our city marketing offering is included in the Appendix.</i>	City/IPS	Immediately before and during implementation
Meter Solution Implementation, Delivery	IPS	75 calendar days

Meter Prep, Testing & Installation	City/IPS	Immediately following delivery
Meter Installation Completed	IPS	90 calendar days
On-Site Hardware Training of City/Parking personnel (1-2 days) <i>Course details can be found in the following pages.</i>	City/IPS	At the time of delivery and installation
DMS Webinar Training for City/Parking Personnel (1-2 sessions) <i>Course details can be found in the following pages.</i>	City/IPS	Prior to and at the time of delivery and installation
Continued Public Outreach	City/IPS	During and approx. 1 week after installation
Post-Installation follow-up meeting <i>Conference call including designated CSM, Director of Sales and City to discuss and ensure all criteria has been met and system is meeting expectations.</i>	City/IPS	Post-Installation



## Scope of Work – National City, CA

Project Manager: David Rotenberg (DR)

Team: Elisa Leanos (EL), Nick Stanton (NS), Ryan Jauregui (RJ), Alex Dominguez (AD)

### Revision History

Revision date	Revised by	Approved by	Description of change
Friday, September 28, 2018	NS	DR	Original Document

### Scope of Work:

**Project:** Mobile Enforcement Solution – N5 Print  
**Start Date:** 10/16/2018

Item	Days	Promise Date	Change Date	Reason
Project Start	0	10/16/2018		
*Feature Sign Off Document	7	10/23/2018		
Order Handhelds	0	10/23/2018		
Citation Artwork Approval and Sign-off	35	11/27/2018		
Citation Roll Order	7	12/4/2018		
Handheld Testing	14	12/18/2018		
Break for Holidays	21	1/8/2019		
Client Installation and Training	10	1/18/2019		
Go-Live	14	2/1/2019		



**Scope of Work:**

**Project:** Enforcement Management System  
**Start Date:** 10/16/2018

Item	Days	Promise Date	Change Date	Reason
Project Start	0	10/16/2018		
Woolgathering	0	10/16/2018		
*Feature Sign Off Document	7	10/23/2018		
Collection of all Agency Data	7	10/30/2018		
Conversion Begins	0	10/30/2018		
Initial Conversion Completed^	45	12/14/2018		
Break for Holidays	21	1/4/2019		
Client Installation and Training	18	1/22/2019		
Go-Live	10	2/1/2019		

^ Initial Conversion Data is a set of existing (open, closed, and archived) data that the agency and/or the agencies' existing vendor is in possession of. This data can be quiet extensive and therefor IPS will import all critical, open, conversion data through the initial Conversion Phase and then continue converting Agency data until completion with no Agency downtime.



**Scope of Work:**

**Project:** Permitting Solution (base solution)  
**Start Date:** 10/16/2018

Item	Days	Promise Date	Change Date	Reason
Project Start	0	10/16/2018		
Wool Gathering	7	10/23/2018		
*Feature Sign Off Document	0	10/23/2018		
Beta - Testing	45	12/7/2018		
Break for Holidays	21	12/28/2018		
LPR Integration (if applicable)	0	12/28/2018		
Public Outreach (if applicable)	21	1/18/2019		
Client Installation and Training	4	1/22/2019		
Go-Live (Base Solution)	10	2/1/2019		

\*For each scope of work project there is an attached Feature Sign-Off document that requires a customer signature before Go-Live commences.

I hereby acknowledge that I have read the above and that I agree to the above Scope of Work as requested by my Agency. I understand that any changes to the above will require an addendum to the signed Scope of Work and that this may mean more time and resources are required to complete the projects listed in the Scope of Work. I understand that by requesting changes that IPS Group may request remuneration for the time and resources used to fulfill my request.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature x \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR  
AGREEMENT WITH IPS GROUP, INC., FOR A NOT-TO-EXCEED  
AMOUNT OF \$320,000 TO PROVIDE PARKING MANAGEMENT  
AND PARKING ENFORCEMENT SOLUTIONS

WHEREAS, on June 20, 2017, through the adoption of Resolution No. 2017-103, the City Council approved the Parking Action Plan (“PAP”) for Downtown National City to address existing and future parking demands, and directed staff to take all necessary actions for PAP implementation, including but not limited to, continued public outreach, data collection, and reporting; and

WHEREAS, on November 7, 2017, through the adoption of Ordinance No. 2017-2441, the City Council adopted the Downtown Specific Plan Proposed Amendment that identifies parking as one of the Specific Plan’s goals for future public and private development; and

WHEREAS, City staff researched a variety of vendors offering products and services to address the City’s parking management and enforcement needs and found that IPS. Group, Inc., provided a comprehensive proposal that incorporates all of the City’s parking management and enforcement needs; and

WHEREAS, IPS. Group, Inc., is a provider of parking management equipment, products, and services that meet the City’s parking management needs and is qualified by experience and ability to perform the services desired by the City, and the I.P.S. Group is willing to perform such services; and

WHEREAS, the City desires to enter into a three-year Agreement with I.P.S. Group, Inc., for a not-to-exceed amount of \$270,000 to provide parking management equipment to include single-space parking meters, hand-held mobile enforcement devices, license plate reader (LPR) equipment and software, web-based parking management enforcement and permit software, data collection, and technical support

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a three-year Agreement with IPS Group, Inc., for a not-to-exceed amount of \$270,000 to provide parking management and enforcement solutions.

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 1430 East 24th street, commonly known as the Wallace-Dickinson House. \(Applicant: Stepheni Norton\) \(Case File 2018-10 M\) \(Planning\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Mills Act Historic Preservation Contract for 1430 East 24th street, commonly known as the Wallace-Dickinson House (Applicant: Stepheni Norton) (Case File 2018-10 M)

**PREPARED BY:** Martin Reeder, AICP *MR*

**DEPARTMENT:** Planning

**PHONE:** 619-336-4313

**APPROVED BY:** 

**EXPLANATION:**

The property owner of 1430 E. 24<sup>th</sup> Street (Wallace Dickinson House) is requesting a Mills Act contract. The structure is a three-story Craftsman home located on a 26,136 square-foot (0.6-acre) lot. The property is in the Large Lot Residential (RS-1) zone.

Mills Act contracts are historic preservation tools that provide property tax savings for owners in exchange for a commitment to maintain and/or restore a historic structure. This property is eligible since it is on the City's list of locally-designated historic structures. The property owner has been continually restoring the property since it was purchased in 2012. Pending work includes windows, interior plaster, porches, doors, interior and exterior trim, and foundation repair. The attached Maintenance/Restoration Plan lists the completed and proposed projects. The Mills Act contract is valid for 10 years and automatically extends for one year on the anniversary date. The City may cancel the contract if breached or opt not to renew it if proper notice is provided. There are currently fourteen properties in the City in the Mills Act Program.

According to the San Diego County Assessor, there will be an approximate tax reduction of 30% of the current property valuation, or \$1,270 annually. As the property is within a former redevelopment area, the loss would be to the Successor Agency. The City's realized loss of its share of property tax would be approximately \$267.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** MIS

The action will result in a reduction in annual Successor Agency property tax revenue of approximately \$1,270. The impact on the City would be an approximate loss of \$267 in residual balance distribution revenue from the Successor Agency.

**ENVIRONMENTAL REVIEW:**

Not subject to CEQA

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

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



2018-10 M – 1430 East 24<sup>th</sup> St. – Overhead



2018-10 M – 1430 East 24<sup>th</sup> Street – Site Photos



Wallace Dickinson House after purchase in 2012



Wallace Dickinson House in 2018  
Attachment 2

**Maintenance/Restoration plan  
Wallace D Dickinson House  
1430 E 24<sup>th</sup> St, National City, CA 91950**

<b>Project</b>	<b>Details</b>	<b>Proposed for</b>	<b>Completed on</b>
South East Porch Stairs	Restore steps		2017
South West Porch	Restore original porch		2017
West Balcony Floor	Repaired and Replace balcony floors		2017
South West Porch Stairs	Restore steps		2014
West Porch	Remove non-original porch		2014
Window Glass	Replace all broken glass (38 windows)		2014
North Kitchen Entry Door	Replace broken glass and locks		2014
South West Entry	Replace landing		2014
East Chimney Brick	Repaired grout lines and replace missing bricks		2014
North Balcony	Repaired balcony rails and posts		2014
West Porch Stairs and handrails	Restore original porch and steps		2014
Exterior Body and Detail Paint	Paint house		2014
West Balcony	Remove nonoriginal boarding, Repair balcony rails and posts		2014
Window Sashes	Repair and replace originals windows sashes	2018	
Floors - Master	Stripped and tung oil floors		2017
Interior Ceiling Plaster	Repair and replace cracked plaster (3 floors)	2019	
North Balcony Floor	Repair and Replace balcony floors		2016
Window Grout	RegROUT (38 windows)		2016
Gutter Boxes	Repair built in gutter boxes and reline		2016
Roof	Tear out all old and replace roof		2016
Gutters	Replace down spouts		2016
Interior Wall Plaster	Repair and replace cracked plaster (3 floors)	2019	
Window Weights	Replace missing window weights (38 windows)	2018	
Window locks	Replace missing window locks to original (38 windows)	2018	
South East Porch	Restore original porch	2025	
Front Door	Replace with original style door	2021	
Interior Wood Wainscoting	Replace missing wainscoting	2020	
Copper Talking Tube	Replace mouth pieces	2018	
Wrap around porch	Replace original wrap around porch	2026	

**Maintenance/Restoration plan**  
**Wallace D Dickinson House**  
**1430 E 24<sup>th</sup> St, National City, CA 91950**

<b>Project</b>	<b>Details</b>	<b>Proposed for</b>	<b>Completed on</b>
South Kitchen Entry Door	Replace broken glass		2014
West Porch Doors	Reinstall original porch doors	2020	
Foundation	Repairs deteriorated areas of foundation	2019	
Windows	Replace boarded up windows	2024	
Exterior Millwork	Replace missing original millwork	2027	
Interior	Maintain as needed to original	Ongoing	
Exteriors	Maintain as needed to original	Ongoing	
North Kitchen Porch	Repaint		2014
Front Porch railing	Repair and replace to original		2014
HVAC	Replace		2017
Instant hot water whole house heater	Replace		2017
Drywall, installation, EPA primer, plaster coat (room by room)	Replace		2018
1 <sup>st</sup> floor bathroom - drywall	Replace		2015
New plumbing sewer and water lines	Replace	2019	
Sump pump	Replace		2017
New electrical panel	Replace		2017
New electrical 200 amp service	Replace		2017
Bedroom floors	Repair	ongoing	
Bee removal 10x	repair		2012-2018
Found opened enclosed doors	Repair		2013
Had custom door made to match original	Replace		2017
Attic stairs	New		2017
Kitchen Island countertop	New		2017
Kitchen added cabinets	New		2017
Dining room Fireplace – repair “flew”	Repairs		2017
Foundation repairs, front porch and basement south east	Repair		2014
Basement utility AC system	New		2017
Yellow bathroom sewer line	replace		2017
North balcony floating deck over flat roofed system with drain into plumbing systems to protect from water damage	replace		2017
West balcony coasting with water proofing	replace		2017

Recording Requested by and When  
Recorded Please Mail to:

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

APN(s): 563-040-12

Above Space for Recorder's Use Only.

MILLS ACT CONTRACT

For property located at 1430 East 24th Street

THIS MILLS ACT CONTRACT ("Contract") is entered into by and between THE CITY OF NATIONAL CITY, a municipal corporation ("CITY") and Michael Lesley, an individual, and Stepheni Norton, an individual (collectively, "OWNERS").

RECITALS

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

WHEREAS, Owners possess fee title to that certain real property, together with associated structures and improvements thereon, Assessor's Parcel No. 563-040-12, and located at the street address 1430 East 24th Street, National City, California, commonly referred to as the "Wallace Dickinson House" (the "Historic Site"). A legal description of the Historic Site is attached hereto as "Exhibit A", and incorporated herein by this reference.

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

WHEREAS, City and Owners, for their mutual benefit, now desire to enter into this Contract both to protect and preserve the characteristics of historic significance of the Historic Site and to qualify the Historic Site for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of

Division 1 of the California Revenue and Taxation Code, and of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of the California Government Code.

## AGREEMENT

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

1. Effective Date and Term of Contract. This Contract shall be effective and commence on October 17, 2018 ("Effective Date"), and shall remain in effect for a term of ten (10) years thereafter. The initial ten-year term, and any extension pursuant to Section 2, shall collectively be referred to hereafter as the "Term."
  
2. Automatic Renewal and Notice of Non-Renewal.
  - a. Renewal. Each year on the anniversary of the effective date of this Contract (the "Renewal Date"), a year shall automatically be added to the initial term of this Contract unless notice of non-renewal is mailed as provided herein.
  
  - b. Non-Renewal. If either OWNERS or CITY desires, in any year, not to renew this Contract, OWNERS or CITY shall serve written notice of non-renewal on the other party in advance of the annual Renewal Date of the Contract. Unless such notice is served by OWNERS to CITY, in writing to the City Council, at least ninety (90) days prior to the annual Renewal Date, or served by CITY to OWNERS at least sixty (60) days prior to the annual Renewal Date, one (1) year shall automatically be added to the Term as provided herein. If either CITY or OWNERS serve notice to the other of non-renewal in any year, the Contract shall remain in effect for the balance of the Term then remaining, either from its original execution or from the last renewal of the Contract, whichever may apply.
    - (1) Protest. Upon receipt by OWNERS of a notice of non-renewal from CITY, OWNERS may make a written protest of the notice to the City Council. Any protest must be received by the CITY no later than 15 days from the date of the notice of non-renewal.
  
  - c. Withdrawal of Non-Renewal. CITY may, at any time prior to the Renewal Date of the Contract, withdraw its notice of non-renewal.
  
  - d. City Non-Renewal. If CITY serves notice of non-renewal in any year, the existing Term of the Contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Contract, as the case may be.

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

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



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

10. Processing Fee. OWNERS shall pay to CITY a graduated processing fee of \$100 per \$100,000 of assessed value of the Historic Site, not to exceed \$500, prorated to actual assessed value.
11. Notice. Any notice required to be given by the terms of this Contract shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by either party.

To CITY:

City of National City  
Development Services Director  
1243 National City Boulevard  
National City, CA 91950-4397

To OWNERS:

Michael Lesley & Stepheni Norton  
1430 East 24th Street  
National City, CA 91950

12. Indemnity and Hold Harmless of City. OWNERS shall defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the OWNERS' performance or other obligations, including (a) maintenance of the Historic Site by OWNERS or any contractor, subcontractor, agent, lessee, or any other person under this Contract, and also arising out of (b) any restrictions on the use or development of the Historic Site, from application or enforcement of the National City Municipal Code or from enforcement of this Contract; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and

OWNERS shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the Term of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, officers, officials, agents, employees, and volunteers.

13. Eminent Domain. If the Historic Site is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of this Contract, the Contract shall be canceled and no fee shall be imposed under Government Code Section 50286. The Contract shall be deemed null and void for all purposes of determining the value of the property so acquired.

14. General Provisions.

- a. None of the terms, provisions, or conditions of this Contract shall be deemed to create a partnership between the parties and any of their heirs, successors, or assigns, nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.
- b. All of the agreements, rights, covenants, reservations, and restrictions contained in this Contract shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Site, whether by operation of law or in any manner whatsoever.
- c. If any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- d. This Contract shall not take effect unless and until OWNERS' signature is notarized by a notary public. Furthermore, if an agent or representative of OWNERS signs this Contract on behalf of OWNERS, the agent or representative must furnish proof to the satisfaction of CITY, that the agent or representative has authority to act on OWNERS' behalf.
- e. This Contract shall be governed by the laws of the State of California. The venue for any action shall be a court of competent jurisdiction in the County of San Diego, State of California.

- f. OWNERS or an agent of OWNERS shall provide written notice of this Contract to the State Office of Historic Preservation within six (6) months of entering into the Contract.
15. Consultation with State Commission. CITY and OWNERS may consult with the State Historical Resources Commission for its advice and counsel on matters relevant to historical property contracts.
16. Recordation. No later than twenty (20) days after the parties execute and enter into this Contract, the City Clerk shall cause this Contract to be recorded in the office of the County Recorder of the County of San Diego.
17. Amendments. This Contract may be amended only by a written and recorded instrument executed by the parties hereto.
18. Statutory References: A reference anywhere in this Contract to a Government Code section, or other statutory authority, means a reference to that section as may be later amended.

**[END OF CONTRACT – SIGNATURES APPEAR ON NEXT PAGE]**

CITY OF NATIONAL CITY

Date: October 16, 2018

By: \_\_\_\_\_  
Ron Morrison, Mayor

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

Attest:

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

APPROVED AS TO FORM:  
ANGIL P. MORRIS-JONES  
City Attorney

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

OWNERS OF RECORD

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

By: \_\_\_\_\_  
Michael Lesley  
(Notarized Signature)

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

By: \_\_\_\_\_  
Stepheni Norton  
(Notarized Signature)

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

### Identified Historic Sites in National City

National Register (date filed)

Brick Row	7/16/73	906-940 A Avenue, 45 E. Plaza
St. Matthew's Episcopal Church	10/25/73	521 E. 8th Street
Granger Music Hall	3/18/75	1615 E. 4th Street
Santa Fe Depot (California Southern Terminus Depot)	4/18/96	900 W. 23rd Street

Locally Designated Significant Buildings

1.	907	A Avenue	Elizur Steel/Crandall/Ennis House
2.	921	A Avenue	Frank Kimball House
3.	939	A Avenue	John Proctor House
4.	538	C Avenue	Pinney House
5.	907	D Avenue	Boyd-Vurgason House
6.	1108	D Avenue	Fred Copeland House
7.	540	E Avenue	William Burgess House
8.	305	F Avenue	Mitchell-Webster House
9.	341	F Avenue	Tyson House
10.	405	G Avenue	Doctor's House
11.	437	G Avenue	
12.	1735	J Avenue	George Beermaker House
13.	1515	L Avenue	George Kimball House
14.	2824	L Avenue	McKnight House (approved by CC 5/15/07)
15.	2525	N Avenue	Oliver Noyes House
16.	636	E. 2nd Street	John Steele House
17.	926	E. 7th Street	Barber-Ferbita House
18.	3600	E. 8th Street	Wellington Estate
19.	2202	E. 10th Street	Tower House of Moses Kimball
20.	1129	E. 16th Street	Mrs. Eimar Home
21.	539	E. 20th Street	Charles Kimball House
22.	1504	E. 22nd Street	D. K. Horton House
23.	541	E. 24th Street	Olivewood Clubhouse
24.	1430	E. 24th Street	Wallace Dickinson House
25.	1433	E. 24th Street	Dickinson Boal House
26.	1941	Highland Avenue	Floyd Home
27.	425	Shell Avenue	Josselyn House
28.	940	E. 16th Street	Frederick Hertel-Hawken House

**Maintenance/Restoration plan  
Wallace D Dickinson House  
1430 E 24<sup>th</sup> St, National City, CA 91950**

Project	Details	Proposed for	Completed on
South East Porch Stairs	Restore steps		2017
South West Porch	Restore original porch		2017
West Balcony Floor	Repaired and Replace balcony floors		2017
South West Porch Stairs	Restore steps		2014
West Porch	Remove non-original porch		2014
Window Glass	Replace all broken glass (38 windows)		2014
North Kitchen Entry Door	Replace broken glass and locks		2014
South West Entry	Replace landing		2014
East Chimney Brick	Repaired grout lines and replace missing bricks		2014
North Balcony	Repaired balcony rails and posts		2014
West Porch Stairs and handrails	Restore original porch and steps		2014
Exterior Body and Detail Paint	Paint house		2014
West Balcony	Remove nonoriginal boarding, Repair balcony rails and posts		2014
Window Sashes	Repair and replace originals windows sashes	2018	
Floors - Master	Stripped and tung oil floors		2017
Interior Ceiling Plaster	Repair and replace cracked plaster (3 floors)	2019	
North Balcony Floor	Repair and Replace balcony floors		2016
Window Grout	RegROUT (38 windows)		2016
Gutter Boxes	Repair built in gutter boxes and reline		2016
Roof	Tear out all old and replace roof		2016
Gutters	Replace down spouts		2016
Interior Wall Plaster	Repair and replace cracked plaster (3 floors)	2019	
Window Weights	Replace missing window weights (38 windows)	2018	
Window locks	Replace missing window locks to original (38 windows)	2018	
South East Porch	Restore original porch	2025	
Front Door	Replace with original style door	2021	
Interior Wood Wainscoting	Replace missing wainscoting	2020	
Copper Talking Tube	Replace mouth pieces	2018	
Wrap around porch	Replace original wrap around porch	2026	

**Maintenance/Restoration plan  
Wallace D Dickinson House  
1430 E 24<sup>th</sup> St, National City, CA 91950**

Project	Details	Proposed for	Completed on
South Kitchen Entry Door	Replace broken glass		2014
West Porch Doors	Reinstall original porch doors	2020	
Foundation	Repairs deteriorated areas of foundation	2019	
Windows	Replace boarded up windows	2024	
Exterior Millwork	Replace missing original millwork	2027	
Interior	Maintain as needed to original	Ongoing	
Exteriors	Maintain as needed to original	Ongoing	
North Kitchen Porch	Repaint		2014
Front Porch railing	Repair and replace to original		2014
HVAC	Replace		2017
Instant hot water whole house heater	Replace		2017
Drywall, installation, EPA primer, plaster coat (room by room)	Replace		2018
1 <sup>st</sup> floor bathroom - drywall	Replace		2015
New plumbing sewer and water lines	Replace	2019	
Sump pump	Replace		2017
New electrical panel	Replace		2017
New electrical 200 amp service	Replace		2017
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Basement utility AC system	New		2017
Yellow bathroom sewer line	replace		2017
North balcony floating deck over flat roofed system with drain into plumbing systems to protect from water damage	replace		2017
West balcony coasting with water proofing	replace		2017

<b>NATIONAL CITY MILLS ACT CONTRACTS</b>		
<b>CASE FILE NO.</b>	<b>ADDRESS:</b>	<b>APPLICANT</b>
M-2002-1	3600 E. 8 <sup>th</sup> Street	Moncrieff Family Limited Partnership
M-2002-2	926 A Avenue	Janice Martinelli
M-2002-3	1941 Highland Avenue	Celia, Josefina Hernandez
M-2003-1	916 A Avenue	Jeannette Salazar
M-2003-2	928 A Avenue	Jeannette Salazar
M-2003-3	1433 E. 24 <sup>th</sup> Street	Jim Ladd
M-2003-4	45 East Plaza Blvd.	Janice Martinelli
M-2003-5	907 A Avenue	Louise Branch
M-2005-1	906 A Avenue	Janice Martinelli
M-2006-1	910 A Avenue	Janice Martinelli
M-2006-2	934 A Avenue	Janice Martinelli
2007-44 M	2824 L Avenue	Sherri Steliga
2010-9 M	2525 N Avenue	ICF
2010-28 M	940 E. 16 <sup>th</sup> Street	Janice Martinelli



RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A MILLS ACT HISTORIC  
PRESERVATION CONTRACT FOR 1430 EAST 24TH STREET,  
COMMONLY KNOWN AS THE WALLACE-DICKINSON HOUSE

BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute a Mills Act Historic Preservation Contract for 1430 East 24<sup>th</sup> Street, commonly known as the Wallace-Dickinson house. Said contract is on file in the Office of the City Clerk.

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City declaring a Shelter Crisis in the City of National City within the meaning of Government Code Section 8698, et seq., and authorizing the City Manager to execute any Homeless Emergency Aid Program \(HEAP\) applications, agreements and associated documents necessary to apply for and secure HEAP funds to address said Shelter Crisis as provided for in Senate Bill 850 \(Chapter 48, Statutes of 2018 and Government Code Section 8698.2\). \(Housing & Economic Development\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** | October 16, 2018 |

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City declaring a Shelter Crisis in the City of National City within the meaning of Government Code Section 8698, et seq., and authorizing the City Manager to execute any Homeless Emergency Aid Program (HEAP) applications, agreements and associated documents necessary to apply for and secure HEAP funds to address said Shelter Crisis as provided for in Senate Bill 850 (Chapter 48, Statutes of 2018 and Government Code Section 8698.2).

**PREPARED BY:** | Carlos Aguirre, Housing and Economic Dev. Mgr. |

**DEPARTMENT:** Housing & Economic Development

**PHONE:** | 619.336.4391 |

**APPROVED BY:** 

**EXPLANATION:**

See Attachment No. 1.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.** n/a

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

There is not direct financial impact to the City for declaring a Shelter Crisis. If any HEAP funds are awarded, staff will return to City Council at such time with a recommendation to accept and appropriate the funds.

**ENVIRONMENTAL REVIEW:**

The activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines because it will not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA.

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution

**BOARD / COMMISSION RECOMMENDATION:**

n/a

**ATTACHMENTS:**

1. Background
2. Resolution

## Staff Report

### **Agenda Item:**

*Resolution of the City Council of the City of National City declaring a Shelter Crisis in the City of National City within the meaning of Government Code Section 8698, et seq., and authorizing the City Manager to execute any Homeless Emergency Aid Program (HEAP) applications, agreements and associated documents necessary to apply for and secure HEAP funds to address said Shelter Crisis as provided for in Senate Bill 850 (Chapter 48, Statutes of 2018 and Government Code Section 8698.2).*

### **Background:**

The 2018 Regional Task Force on the Homeless Point-In-Time Count, conducted on January 26, 2018, identified a total of 294 homeless people within National City's city limits, equating to approximately 3.2% of the entire homeless population in the San Diego region. Of the 294 identified, 276 were unsheltered within the City, living on City streets, shelter and the need for additional housing accommodations, a declaration of a shelter crisis, within the meaning of Government Code section 8698.2, may allow the City of National City and those service providers operating within National City to access funding provided under the State of California Homeless Emergency Aid Program (HEAP) as part of SB 850 and the 2018-19 Budget Act.

The State of California has recognized the urgent and immediate need for funding at the local level to combat homelessness and has provided funding to local governments under the Homeless Emergency Aid Program ("HEAP") as part of SB 850 and the 2018-19 Budget Act. Under this one-time flexible funding source, an estimated \$18.8 million will be made available to the San Diego Regional Continuum of Care Council ("CoC"), which includes the City of National City.

To provide immediate emergency assistance to persons experiencing homelessness, HEAP funds may be used for the following activities:

- Homelessness prevention activities,
- Criminal justice diversion programs for the homeless with mental health needs
- Establishing or expanding services that meet the needs of homeless youth or youth at risk of homelessness
- Emergency aid.

HEAP funds will be made available directly to the City of San Diego, as a large city with a population over 330,000, and the CoC, representing all other jurisdictions within San Diego County. The City of National City and those service providers operating within

National City would then apply to the CoC for HEAP funds. The first round of funding is expected to be released by September 3, 2018 and a second round is planned for release on February 15, 2019.

For the City of National City or any other service provider operating within National City (e.g. Alpha Project) to apply for HEAP funding, a declaration of a shelter crisis (“Shelter Crisis”) pursuant to Government Code section 8698 et seq. must be adopted by the governing body of the jurisdiction within the CoC. Declaration of such Shelter Crisis under Government Code section 8698 et seq. means that a significant number of residents are without housing and that the situation represents a health and safety concern to the community.

While such declaration of a Shelter Crisis makes available potential funding sources such as HEAP, declaration of such a crisis under California Government Code Section 8698 has impacts beyond funding. Upon declaration of a Shelter Crisis, the City may allow homeless persons to occupy "designated public facilities" during the state of emergency. In addition, California Government Code Section 8698.1 (b) requires the suspension of any state or local regulatory statute, regulation or ordinance prescribing standards of housing, health or safety (with regard to specified “public facilities”) to the extent that strict compliance with these standards would prevent, hinder or delay the mitigation of the effects of a shelter crisis. These provisions are applicable only to those additional public facilities open to the homeless. In place of such suspended standards, the City may adopt minimum health and safety standards to erect shelters and housing quickly yet ensuring basic levels of public health and safety conditions.

**Fiscal Impact:**

There will be no current fiscal year impact, since this Council action pertains to a declaration of a shelter crisis and does not require any allocation of funding by the City of National City to address such crisis. Declaration of such crisis is required to apply for other available funding sources (e.g. HEAP). If any HEAP funds are awarded, staff will return to City Council at such time with a recommendation to accept and appropriate the funds.

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
DECLARING A SHELTER CRISIS IN THE CITY OF NATIONAL CITY WITHIN  
THE MEANING OF GOVERNMENT CODE SECTION 8698, ET SEQ., AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE ANY HOMELESS  
EMERGENCY AID PROGRAM (HEAP) APPLICATIONS, AGREEMENTS  
AND ASSOCIATED DOCUMENTS NECESSARY TO APPLY FOR AND  
SECURE HEAP FUNDS TO ADDRESS SAID SHELTER CRISIS AS  
PROVIDED FOR IN SENATE BILL 850 (CHAPTER 48, STATUTES  
OF 2018 AND GOVERNMENT CODE SECTION 8698.2)

WHEREAS, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature (the "Legislature") have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, the Governor and the Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018); and

WHEREAS, the Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a shelter crisis ("Shelter Crisis") pursuant to Government Code Section 8698.2; and

WHEREAS, the City of National City (the "City") has undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, the 2018 Regional Task Force on the Homeless Point-In-Time Count, conducted on January 26, 2018, identified a total of 294 homeless persons within the City, equating to approximately 3.2% of the entire homeless population in the San Diego region; and

WHEREAS, 276 of the 294 total homeless persons counted were unsheltered within the City, living on City streets, in canyons, riverbeds, parks, or in vehicles; and

WHEREAS, the City finds that the number of homeless is significant, and these persons are without the ability to obtain shelter and are at risk of injury and harm due to exposure to the elements and other health, safety, and welfare-related circumstances and consequences associated with living outside; and

WHEREAS, the impact of homeless overnight lodging in City parks and on public sidewalks, parking lots, canyons, and riverbeds has an effect on physical environmental resources, as well as on the use and enjoyment of public spaces for their intended purposes by the public at-large; and

WHEREAS, such homeless overnight lodging in public spaces also has an adverse effect on the health and safety of the people in the City, including the homeless population; and

WHEREAS, the City Council affirms the City of National City's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City, finds that a Shelter Crisis pursuant to Government Code Section 8698.2 exists in National City because the substantial unsheltered homeless population in the City is at risk of injury and harm due to exposure to the elements and other health, safety and welfare-related circumstances and consequences associated with living outside, and because the impact of homeless overnight lodging in City parks and on public sidewalks, parking lots, canyons, and riverbeds has an effect on physical environmental resources, as well as on the use and enjoyment of public spaces for their intended purposes by the public at-large, and such homeless overnight lodging in public spaces also has an adverse effect on the health and safety of the people in the City;

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the City of National City's participation in the Homeless Emergency Aid Program (HEAP) as part of Senate Bill 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018), directs the City Manager, or her designee, to prepare all necessary documents and do any actions as required for the City's participation in the HEAP, and authorizing the City Manager, or her designee, to execute any HEAP application, agreement, and all associated documents, and other actions necessary for the City's participation.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the declaration of a Shelter Crisis implements the provisions of Government Code Section 8698.1(b) which provides that, for the term of the Shelter Crisis, "the provisions of any state or local regulatory statute, regulation, or ordinance prescribing standards for housing, health, or safety shall be suspended to the extent that strict compliance would in any way prevent, hinder, or delay the mitigation of the effects of the shelter crisis." The provisions of Government Code Section 8698.1(b) apply only to additional public facilities open to the homeless pursuant to Government Code Section 8698 et. seq.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the City Manager, pursuant to Government Code Section 8698.1(b), at the City Manager's discretion and with City Council approval, to establish and apply interim health and safety provisions and land use controls (collectively referred to "health and safety standards") to impacted public facilities to ensure minimal public health and safety.

BE IT FURTHER RESOLVED by the City Council of the City National City that this Resolution shall remain in effect until May 31, 2021.

*[Signature Page to Follow]*

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City adopting City Council Policy No. 904, Housing Loan Subordination Policy \(Homebuyer and Single-Family Rehabilitation Assistance Loans\). \(Housing & Economic Development\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City adopting City Council Policy No. 904, "Housing Loan Subordination Policy (Homebuyer and Single-Family Rehabilitation Assistance Loans)"

**PREPARED BY:** Carlos Aguirre, Housing & Economic Dev. Manager

**DEPARTMENT:** Housing & Economic Development

**PHONE:** 619 336-4391

**APPROVED BY:** 

**EXPLANATION:**

The City of National City and Community Development Commission-Housing Authority of the City of National City collectively holds a portfolio of mortgages on real property that have assisted qualified buyers with the purchase of first home or existing homeowners to rehabilitate the property they occupy. From time to time, borrowers may desire to refinance their first mortgage to reduce the interest rate and lower their monthly housing payment. Typically a lender will require that the City subordinate the assistance loan to the new loan secured by the subject property. This Subordination Policy ("Policy") is intended to standardize the manner in which subordination requests are submitted and approved by the City. The Policy also delegates the review and approval of subordination agreements for single-family housing assistance loans to City staff and provides for annual reporting of the subordinations made to the City Council.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

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

The City will charge a fee of \$344.00 as included in the currently adopted City fee schedule.

**ENVIRONMENTAL REVIEW:**

The adoption of the Policy is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Draft Policy 904
2. Resolution

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

<b>TITLE: Housing Loan Subordination Policy (Homebuyer and Single-Family Rehabilitation Assistance Loans)</b>	<b>POLICY # 904</b>
<b>ADOPTED: October 16, 2018</b>	<b>AMENDED:</b>

**Background:**

The City of National City and Community Development Commission-Housing Authority of the City of National City collectively holds a portfolio of mortgages on real property that have assisted qualified buyers with the purchase of first home or existing homeowners to rehabilitate the property they occupy. From time to time, borrowers may desire to refinance their first mortgage to reduce the interest rate and lower their monthly housing payment. Typically a lender will require that the City subordinate the assistance loan to the new loan secured by the subject property. This Subordination Policy (“Policy”) is intended to standardize the manner in which subordination requests are submitted and approved by the City. The Policy also delegates the review and approval of subordination agreements for single-family housing assistance loans to City staff and provides for annual reporting of the subordinations made to the City Council.

**Purpose:**

This Subordination Policy (“Policy”) is intended to standardize the manner in which subordination requests are submitted and approved by the City. The Policy delegates the review and approval of subordination agreements for single-family housing assistance loans to City staff.

**Policy:**

- A. Subordination of the City of National City’s loan in favor of a new loan in the amount of the current balance of the original senior loan plus reasonable costs of refinancing is acceptable as long as the purpose of the refinance is to lessen the borrower’s monthly financial obligations (debt service) for housing costs, to reduce both the term and interest rate of a loan when the new total payment (principal, interest, taxes, insurance, and homeowner’s association fees) does not exceed 35% of the borrowers total gross monthly income, or when a senior lien becomes due and payable.
  
- B. No subordination will be approved which provides cash or equity being taken from the property (unless the cash is being used to pay reasonable closing costs or to remediate code violations at the property).
  
- C. The City of National City’s loan must be recorded in the same position as when it was originally recorded.

**ADOPTED: October 16, 2018**

**AMENDED:**

- D. City staff will review the new loan application and underwriter's summary, estimated buyer's settlement charges and title report to verify compliance with these criteria prior to execution of a subordination document by City.
- E. City staff will submit their review and recommendation to the Housing and Economic Development Director for final approval or denial of the subordination request.
- F. Staff will prepare an annual report to the City Council, City Manager, and Director of Finance that provides information on the new mortgage principal balance, rate, and term that the City assistance loan subordinated to.

**Procedure:**

The new lender will forward a request to the Housing and Economic Development Department that will include the following:

- A written request from the lender for a rate and term refinance with the borrower's authorization to release information form.
- A letter signed by the borrower explaining the purpose of the refinance.
- Copy of all pages of the loan application (1003) signed by the borrower.
- Copy of the Preliminary Title Report.
- Certified copy of the escrow instructions referencing the new lender, showing vesting, and the new loan amount. If no escrow is involved in the transaction, a statement from the new lender is required listing the new loan amount, exact vesting for borrower, and name of the lender **exactly** as it will appear on the loan documents.
- Copy of the Estimated HUD-1 Settlement Statement
- Pay-off statement from the existing first trust deed lien holder.
- Copy of the lender's Underwriting Transmittal Summary (1008), clearly showing the loan has been approved, the loan amount, interest rate, term of the loan, and the principal and interest payments. The new first trust deed loan must be a fixed rate loan, fully amortized over the life of the loan.

A non-refundable subordination fee will be charged for every subordination agreement processed. The lender must include a check made payable to the City of National City for \$344.00 per the subordination agreement executed by the City. The fee may be subject to change from time to time. Payment of the fee must be included with the submission of the subordination package.

**TITLE: Housing Loan Subordination Policy  
(Homebuyer and Rehabilitation Assistance Loans)**

**POLICY # 904**

**ADOPTED: October 16, 2018**

**AMENDED:**

Upon receipt of a complete package, staff will present the request for subordination to Director of Housing and Economic Development for consideration. If approved, the lender will be notified of any contingencies. The City will draft the subordination agreement(s) based on the information provided by the lender or escrow company.

**Related Policy References:**

N/A

**Prior Policy Amendments:**

N/A

DRAFT

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ADOPTING CITY COUNCIL POLICY NO. 904, “HOUSING LOAN  
SUBORDINATION POLICY (HOMEBUYER AND SINGLE-FAMILY  
REHABILITATION ASSISTANCE LOANS)”

BE IT RESOLVED by the City Council of the City of National City that National City Council Policy No. 904 entitled ““Housing Loan Subordination Policy (Homebuyer and Single-Family Rehabilitation Assistance Loans)”” is hereby adopted.

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City to initiate the designation of historic properties as recommended by the National City Historical Society and based on historic properties surveys. \(Planning\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City to initiate the designation of historic properties as recommended by the National City Historical Society and based on historic properties surveys.

**PREPARED BY:** Raymond Pe, Acting Planning Director

**PHONE:** 619-336-4421

**DEPARTMENT:** Planning

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

Brad Raulston, Deputy City Manager

**EXPLANATION:**

Municipal Code Section 18.12.160 Historic Properties provides for the preservation of historic resources by establishing a list of designated historic properties. There are currently 32 properties on the list, including four on the National Register of Historic Places. Designation may be initiated by resolution of the City Council or by application of the property owner. On May 15, 2018, the City Council directed staff to update previous historic properties surveys and to contact owners of properties that should be considered for designation. An informational meeting was held for those property owners on August 14, 2018.

The City's surveys were updated under consultation with the National City Historical Society, which conducted an extensive review of the surveyed properties in addition to other properties not included in the surveys. Initially, 73 properties with the highest ranking on the most recent survey were considered. After subsequent review by the Historical Society, only 32 of those were deemed appropriate for designation and are included in the proposed resolution. However, the Historical Society has identified additional properties that they recommend be considered for designation. If directed, staff would contact these property owners and prepare a subsequent resolution to initiate for City Council consideration.

Of the 32 properties included in the proposed resolution to initiate, two owners have expressed opposition to the designation of their properties (1333 East 24<sup>th</sup> Street and 1924-1936 Harding Avenue). Although the Municipal Code allows the City to initiate and designate historic properties without property owner consent, the City Council may use its discretion to include or exclude any of the properties in the resolution to initiate. The City Council may adopt the resolution to initiate as is or may amend the resolution by excluding any of the properties before adopting the resolution.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **FINANCE**

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

**ENVIRONMENTAL REVIEW:**

This action is not subject to the California Environmental Quality Act since it is not a project as defined in the California Code of Regulations Section 15378.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

1. Adopt the resolution or amend the resolution to exclude the properties with objections before adoption.
2. Provide direction to staff on a subsequent resolution to initiate the historical designation of additional properties identified by the National City Historical Society.

**BOARD / COMMISSION RECOMMENDATION:**

Not Applicable

**ATTACHMENTS:**

1. Land Use Code Section 18.12.160 Historic Properties.
2. Historic Properties List (04/17/2018).
3. Resolution.



National City Municipal Code  
Title 18 Zoning

18.12.160 HISTORIC PROPERTIES

**A. Intent and Purpose**

It is the intent and purpose of this Section to protect, preserve and, where damaged, restore National City's historic resources by:

1. Establishing a procedure whereby properties of historical significance are identified and appropriate notice is provided in the event demolition, significant alteration, or conversion is proposed.
2. Protecting the educational, cultural, economic, and general welfare of the public, while employing regulations that are consistent with sound historical preservation principles and the rights of private property owners.

**B. Designation of Historic Properties**

1. A list of historic properties shall be maintained and periodically updated.
2. Changes to the historic properties list may be initiated by resolution of the City Council or on the verified application of the owner(s) of the property to be designated or their authorized agents.
3. Any application or resolution that proposes changes to the historic properties list shall be accompanied by an evaluation of the historic character of the property and shall be reviewed by the Planning Division.
4. The Planning Division, after reviewing such application for completeness, shall notify the Historical Society of the proposed changes to the historic properties list. Any comments or recommendations provided by the Historical Society must be received within 20 days of the notice of proposed changes.
6. Once the Planning Division has completed review of the application and considered any comments or recommendations from the Historical Society, it shall prepare a report and recommendation to the Planning Commission.
7. The Planning Commission shall hold a public hearing on the proposal and shall provide a recommendation to the City Council.
8. The City Council shall hold a public hearing and may approve, modify and approve, or deny the proposed changes to the historic properties list.

**C. Review of Ministerial Permits**

1. The Building Official or designee shall review each request for a non-discretionary building or demolition permit to determine if it involves any structure identified on the list of historic properties. If a property proposed for demolition or significant alteration or conversion is determined to be on the historic properties list, the Building Official or designee shall withhold issuance of the permit for a period of 30 days.
2. The Building Official shall immediately notify the Planning Division and the City Council of the pending permit.
3. Within five days, the Planning Division shall provide notice to the Historical Society of the pending permit and may request comments and recommendations. Any comments or recommendations provided by the Historical Society must be received within 20 days of the notice of pending permit.
4. Once the Planning Division has reviewed the permit application and considered any comments or recommendations from the Historical Society, it shall provide a recommendation to the City Council. The recommendation may include approval of the permit, no recommendation, recommendation that the permit be denied, or a request for additional time to evaluate the permit.
5. The City Council, at its sole discretion, may approve the permit, deny the permit if a finding is made that such permit may result in an adverse effect on the public welfare, or withhold the issuance of the permit until such time as all alternative measures are thoroughly evaluated.

**D. Review of Discretionary Permits**

All discretionary permits involving a historic resource shall be reviewed in compliance with the California Environmental Quality Act.

**City of National City  
Historic Properties List  
04/17/2018**

National Register (date filed)

Brick Row	7/16/73	906-940 A Avenue, 45 E. Plaza
St. Matthew's Episcopal Church	10/25/73	521 E. 8th Street
Granger Music Hall	3/18/75	1615 E. 4th Street
Santa Fe Depot (California Southern Terminus Depot)	4/18/96	900 W. 23rd Street

Locally Designated Significant Buildings

1.	907	A Avenue	Elizur Steel/Crandall/Ennis House
2.	921	A Avenue	Frank Kimball House
3.	939	A Avenue	John Proctor House
4.	538	C Avenue	Pinney House
5.	907	D Avenue	Boyd-Vurgason House
6.	1108	D Avenue	Fred Copeland House
7.	540	E Avenue	William Burgess House
8.	305	F Avenue	Mitchell-Webster House
9.	341	F Avenue	Tyson House
10.	405	G Avenue	Doctor's House
11.	437	G Avenue	
12.	1735	J Avenue	George Beermaker House
13.	1515	L Avenue	George Kimball House
14.	2824	L Avenue	McKnight House (approved by CC 5/15/07)
15.	2525	N Avenue	Oliver Noyes House
16.	636	E. 2nd Street	John Steele House
17.	926	E. 7th Street	Barber-Ferbita House
18.	3600	E. 8th Street	Wellington Estate
19.	2202	E. 10th Street	Tower House of Moses Kimball
20.	1129	E. 16th Street	Mrs. Eimar Home
21.	539	E. 20th Street	Charles Kimball House
22.	1504	E. 22nd Street	D. K. Horton House
23.	541	E. 24th Street	Olivewood Clubhouse
24.	1430	E. 24th Street	Wallace Dickinson House
25.	1433	E. 24th Street	Dickinson Boal House
26.	1941	Highland Avenue	Floyd Home
27.	425	Shell Avenue	Josselyn House
28.	940	E. 16th Street	Frederick Hertel-Hawken House

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
INITIATING THE DESIGNATION OF HISTORIC PROPERTIES  
AS RECOMMENDED BY THE NATIONAL CITY HISTORICAL SOCIETY

WHEREAS, National City Municipal Code Section 18.12.160.B provides for City Council initiation of the designation of historic properties for the historic properties list; and

WHEREAS, on May 15, 2018, the City Council directed staff to update previous historic property surveys and to contact owners of properties to be considered for designation; and

WHEREAS, the surveys were updated under consultation with the National City Historical Society, which conducted an extensive review of the surveyed properties; and

WHEREAS, 32 property owners were provided notice of the City Council's intent to initiate the historic designation and an informational meeting was held on August 14, 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby initiates the designation of historic properties for the following addresses:

31 East 2nd Street	1320 East 24th Street	1240 Harding Avenue
204 East 2nd Street	1333 East 24th Street	1507 Harding Avenue
1105 East 2nd Street	2715 A Avenue	1924-1936 Harding Avenue
1112 East 2nd Street	602 B Avenue	1929 Harding Avenue
1116 East 2nd Street	1206 Coolidge Avenue	913 Hoover
211 East 3rd Street	110 D Avenue	1605 J Avenue
141 E 4th Street	520 F Avenue	1723 J Avenue
441 East 7th Street	523 F Avenue	2565 J Avenue
1041 East 17th Street	618 F Avenue	2333 Prospect Avenue
2221 East 18th Street	642 F Avenue	1905-1907 Wilson
2323 East 18th Street	1808 F Avenue	

PASSED and ADOPTED this 16th day of October, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

The following page(s) contain the backup material for Agenda Item: [Request by the National City Historical Society for notification of building permit applications involving properties that may have features of historic value. \(Planning\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Request by the National City Historical Society for notification of building permit applications involving properties that may have features of historic value.

**PREPARED BY:** Raymond Pe, Acting Planning Director

**PHONE:** 619-336-4421

**DEPARTMENT:** Planning

**APPROVED BY:** 

Brad Raulston, Deputy City Manager

**EXPLANATION:**

The National City Historical Society has provided its expertise in consultations with staff to initiate the designation of historic properties. The Historical Society has concluded an extensive review of the City's previous historical properties surveys as well as other properties that were not included on the surveys. In the course of conducting this work, the Historical Society documented many properties that may not be appropriate for designation on the local historic properties list, but which otherwise have features of historic value.

Consequently, the Historical Society has recommended that a process be established to be provide them with notice of permit requests for demolition or alteration of buildings that may have features of historic value. Such notice would allow the Historical Society to reach out to those property owners to allow salvaging of historical components or to provide guidance with regard to the use of historically accurate building materials and construction techniques to preserve the historic nature of the buildings.

The procedures to implement the Historical Society's request would require additional staff resources, which could be potentially burdensome if the City is required to research each permit application and identify those to be provided to the Historical Society for review. An alternative approach would be to make available the Historical Society's outreach and informational materials to permit applicants so that they are made aware of the resources available through the Historical Society. This approach would not significantly increase staff workload.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **FINANCE**

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

**ENVIRONMENTAL REVIEW:**

This action is not subject to the California Environmental Quality Act since it is not a project as defined in the California Code of Regulations Section 15378.

**ORDINANCE:** INTRODUCTION  FINAL ADOPTION

**STAFF RECOMMENDATION:**

Provide direction to staff to work with the National City Historical Society to make available outreach and informational materials to building permit applicants.

**BOARD / COMMISSION RECOMMENDATION:**

Not Applicable

**ATTACHMENTS:**

N/A

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit - "Beer Without Borders, Volume 4" hosted by Machete Beer House on November 10, 2018 from 4:00 p.m. to 1:30 a.m. at Machete Beer House, 2325 Highland Avenue with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

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

**MEETING DATE:** October 16, 2018

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – “Beer Without Borders, Volume 4” hosted by Machete Beer House on November 10, 2018 from 4:00 p.m. to 1:30 a.m. at Machete Beer House, 2325 Highland Avenue with no waiver of fees.

**PREPARED BY:** Dionisia Trejo

**DEPARTMENT:** Neighborhood Services Department

**PHONE:** (619) 336-4255

**APPROVED BY:** 

**EXPLANATION:**

This is a request from a Machete Beer House to conduct the “Beer Without Borders, Volume 4” event on November 10, 2018 from 4:00 p.m. to 1:30 a.m. at the Machete Beer House parking lot located at 2325 Highland Avenue. This event is a Machete style celebration of Mexican Craft Beer from breweries from the South of the border. The goal of the event is to foster bi-national business growth in the craft beer industry of National City. The event will consist of live entertainment, food and craft breweries. This event is open to the general public.

Machete Beer House will provide their own stage for this event.

NOTE: On May 15, 2018 City Council approved a similar event, sponsored by Machete Beer House.

**FINANCIAL STATEMENT:**

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

**ACCOUNT NO.**

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

City fee of \$237.00 for processing the TUP through the various City departments, and \$200.00 for Fire Inspection.

Total fees: \$437.00

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

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

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended conditions of approval.



City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- Fair/Festival   
  Parade/March   
  Walk or Run   
  Concert/Performance  
 TUP   
  Sporting Event   
  Other (specify) \_\_\_\_\_

### Event Name & Location

Event Title Beer Without Borders, Volume 4

Event Location (list all sites being requested) Machete Beer House (2325 Highland Ave.)

### Event Times

Set-Up Starts  
Date 11-10-2018 Time 2 pm Day of Week Saturday

Event Starts  
Date 11-10-18 Time 4:00 pm Day of Week Saturday

Event Ends  
Date 11-11-18 Time 1:30 am Day of Week Sunday

Breakdown Ends  
Date 11-11-18 Time 2:00 am Day of Week Sunday



### Applicant Information

Applicant (Your name) Eddie Trejo Sponsoring Organization Machete Beer House

Event Coordinator (if different from applicant) \_\_\_\_\_

Mailing Address 2325 Highland Ave. National City, CA 91950

Day Phone 858-336-5390 After Hours Phone 858-336-5390 Cell 858-336-5390 Fax \_\_\_\_\_

Public Information Phone 619-773-6986 E-mail machetebeerhouse@gmail.

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 9/20/18



## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes  No

Are admission, entry, vendor or participant fees required? Yes  No

If YES, please explain the purpose and provide amount (s):

Admission fees will ensure that we plan for the appropriate number of attendants, and will cover expenses such as fence, porta-potties, etc.

\$ 1000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 800 Estimated Expenses for this event.

\$ N/A What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

First time event     Returning Event     include site map with application

Note that this description may be published in our City Public Special Events Calendar:

A MACHETE style celebration of Mexican Craft Beer. Special beers from many of our friends from breweries from South of the border.

One of our goals is to foster bi-national business growth in the craft beer industry of National City. And to showcase the best Mexican craft beer has to offer.

### Estimated Attendance

Anticipated # of Participants: 200      Anticipated # of Spectators: 0

**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes  No

List any streets requiring closure as a result of the event (provide map): NONE \_\_\_\_\_

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes  No

Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): \_\_\_\_\_

Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We have a fully staffed \_\_\_\_\_ business operating in our location already. Our staff are experienced and equipped to handle this size of beer drinking customers.

Have you hired Professional Security to handle security arrangements for this event?

Yes  No  If YES, name and address of Security Organization \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes  No  If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_

Our parking lot has sufficient lighting permanently installed.

\_\_\_\_\_

\_\_\_\_\_

**First Aid**

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes  No  First aid/CPR certified? Yes  No

First aid station to be staffed by professional company. ▶ Company \_\_\_\_\_

**Accessibility**

Please describe your Accessibility Plan for access at your event by individuals with disabilities:  
Our entire property is ADA compliant.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Elements of your Event**

Setting up a stage? Yes  No

Requesting City's PA system

Requesting City Stage; if yes, which size?  Dimensions (13x28)  Dimensions (20x28)

Applicant providing own stage ▶ 8x16 (Dimensions)

Setting up canopies or tents?

\_\_\_\_\_ # of canopies size \_\_\_\_\_

\_\_\_\_\_ # of tents size \_\_\_\_\_

No canopies/tents being set up

Setting up tables and chairs?

Furnished by Applicant or Contractor

4 # of tables  No tables being set up

12 # of chairs  No chairs being set up

(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables  No tables being set up

\_\_\_\_\_ # of chairs  No chairs being set up

Contractor Name \_\_\_\_\_

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number



- Food/beverages to be handled by organization; no outside vendors
- Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_ To be determined
  - ▶ Explain services \_\_\_\_\_
- Vendors passing out information only (no business license needed) # \_\_\_\_\_
  - ▶ Explain type(s) of information \_\_\_\_\_
- No selling or informational vendors at event

Having children activities? Yes  No

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1-Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- Inflatable bouncer house # \_\_\_\_\_  Rock climbing wall Height \_\_\_\_\_
- Inflatable bouncer slide # \_\_\_\_\_  Arts & crafts (i.e., craft making, face painting, etc.)
- Other \_\_\_\_\_

Having fireworks or aerial display? Yes  No

- Vendor name and license # \_\_\_\_\_
- Dimensions \_\_\_\_\_ Duration \_\_\_\_\_
- Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes  No

- Yes, but media will not require special set-up
- Yes, media will require special set-up. Describe \_\_\_\_\_

**Event Signage**

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes  No

Yes, we will post signage # \_\_\_\_\_ Dimensions \_\_\_\_\_

Yes, having inflatable signage # \_\_\_\_\_ ▶ (complete Inflatable Signage Request form)

Yes, we will have banners # \_\_\_\_\_

What will signs/banners say? \_\_\_\_\_

How will signs/banners be anchored or mounted? \_\_\_\_\_

**Waste Management**

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes  No

If yes, please identify the following:

▶ Total number of portable toilets: <sup>2</sup> \_\_\_\_\_

▶ Total number of ADA accessible portable toilets: <sup>1</sup> \_\_\_\_\_

Contracting with portable toilet vendor. ▶ \_\_\_\_\_ to be determined

▶ Load-in Day & Time \_\_\_\_\_ ▶ Load-out Day & Time \_\_\_\_\_  
Company Phone

Portable toilets to be serviced. ▶ Time \_\_\_\_\_

**Set-up, Breakdown, Clean-up**

Setting up the day before the event?

Yes, will set up the day before the event. ▶ # of set-up day(s) \_\_\_\_\_

No, set-up will occur on the event day

Requesting vehicle access onto the turf?

Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

No, vehicles will load/unload from nearby street or parking lot.

**NPDES-Litter Fence**

- City to install litter fence
- Applicant to install litter fence
- N/A

**Breaking down set-up the day after the event?**

- Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) \_\_\_\_\_
- No, breakdown will occur on the event day.

**How are you handling clean-up?**

- Using City crews
- Using volunteer clean-up crew during and after event.
- Using professional cleaning company during and after event.

**Miscellaneous**

Please list anything important about your event not already asked on this application:

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**Please make a copy of this application for your records.  
We do not provide copies.**



# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event: <u>Beer Without Borders, Volume 4</u>	
Event Address: <u>2325 Highland Ave</u>	Expected # of Attendees: <u>200</u>
Event Host/Coordinator: <u>Eddie Trejo</u>	Phone Number: <u>858-336-5390</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____			X
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			X
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			X
Do all storm drains have screens to temporarily protect trash and debris from entering?			X
Are spill cleanup kits readily available at designated spots?			X

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.



# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: Machete Beer House

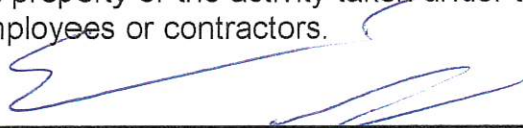
Person in Charge of Activity: Eddie Trejo

Address: 2325 Highland Ave. National City, CA 91950

Telephone: \_\_\_\_\_ Date(s) of Use: \_\_\_\_\_

## HOLD HARMLESS AGREEMENT

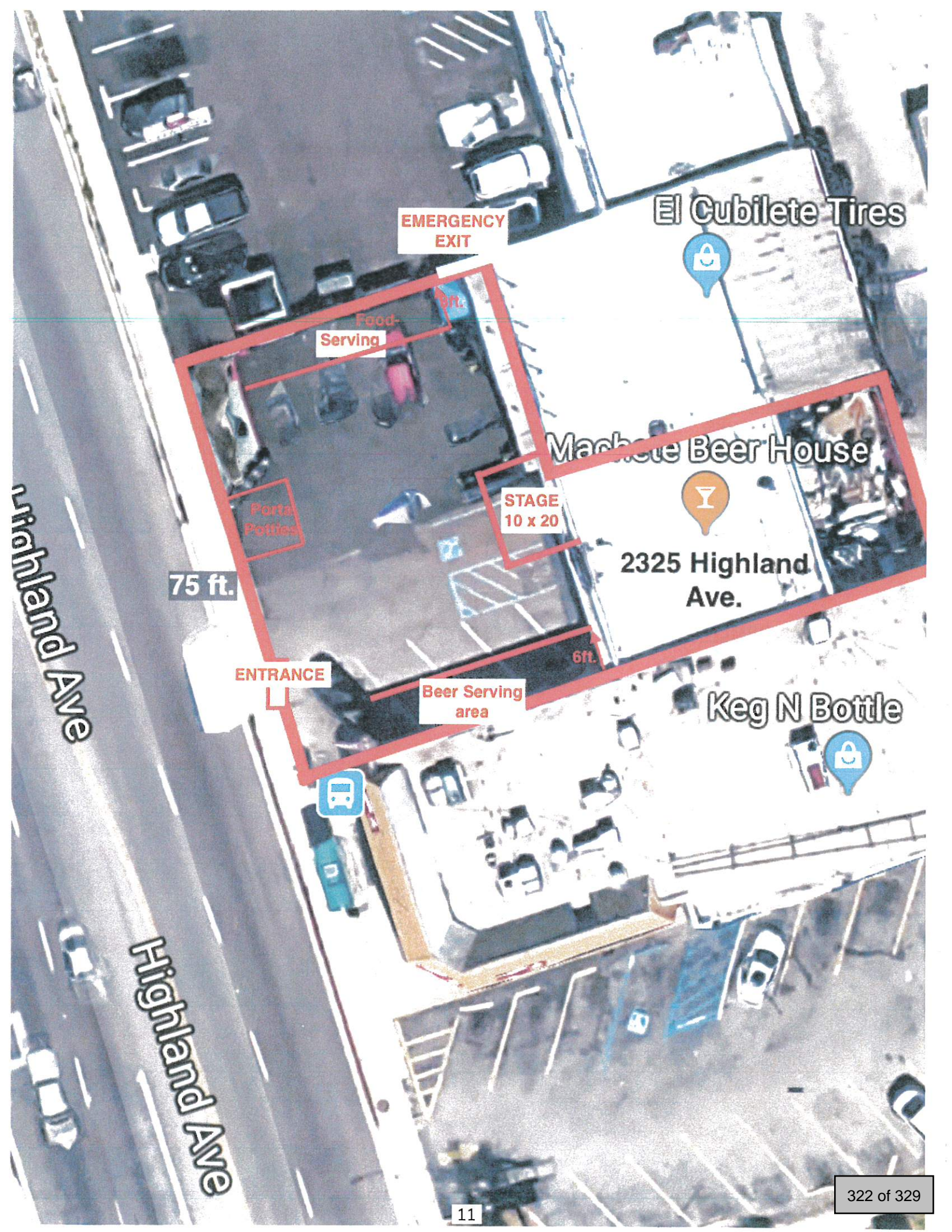
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: Member/Manager Date: 9/20/15

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_



El Cubilete Tires

EMERGENCY EXIT

Food-Serving

Machete Beer House

STAGE 10 x 20

2325 Highland Ave.

75 ft.

Porta Potties

6ft.

ENTRANCE

Beer Serving area

Keg N Bottle

Highland Ave

Highland Ave

**CITY OF NATIONAL CITY  
 NEIGHBORHOOD SERVICES DEPARTMENT  
 APPLICATION FOR A TEMPORARY USE PERMIT  
 RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Machete Beer House**  
 EVENT: **Beer Without Borders, Volume 4**  
 DATE OF EVENT: **November 10, 2018**

APPROVALS:

DEVELOPMENT SERVICES	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
RISK MANAGER	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
PUBLIC WORKS	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input type="checkbox"/>
FINANCE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
FIRE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
POLICE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
CITY ATTORNEY	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>
COMMUNITY SERVICES	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input type="checkbox"/>
NEIGHBORHOOD SERVICES	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SEE CONDITIONS <input checked="" type="checkbox"/>

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CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comments

Planning

All activities shall comply with Table III of NCMC Title 12 (Noise).  
 Speakers shall be directed away from residential areas.

Engineering

No comments

## **POLICE DEPARTMENT**

Based on the estimated 200 participants, the police department recommends that applicant hire 4 licensed and bonded private security officers for this event. This is based on the ratio of 1 to 50 person ratio of the expected 200 participants.

In the event the police department receives noise complaints from citizens regarding the live or amplified music, it will be required for the sound level to be lowered to an acceptable level. The live and amplified music should not extend past 10:00P.M.

Applicant will need to process a one day ABC permit.

## **CITY ATTORNEY**

Approved on condition that Risk Manager approves.

## **COMMUNITY SERVICES**

No involvement

## **NEIGHBORHOOD SERVICES**

***Neighborhood Notifications*** – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

## **RISK MANAGER (619) 336-4370**

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

**PUBLIC WORKS (619)366-4580**

No involvement

**FINANCE**

No comments

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**FIRE (619) 336-4550**

**INSPECTION REQUIRED  
\$200.00 INSPECTION FEE FOR INSPECTIONS OCCURING AFTER HOURS OR ON  
WEEKENDS OR HOLIDAYS**

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Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways.
- 2) Fire Department access into and through event areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately out of the Fire Lane upon approach of emergency vehicle(s).
- 5) Vehicles within venue shall be isolated from contact with the tents, canopies or membrane structures. Vehicles shall be at least **20** feet away from tents, canopies and membrane structures.
- 6) You listed the event as not a night event, but also list it running until 1:30am, but list no additional lighting? Please correct your TUP and re-submit corrections if needed for proper review stipulations.
- 7) The Event will be required to provide a First Aid station.

- 8) Provide a minimum of 2A:10BC fire extinguishers throughout the area. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. A sign describing location of extinguisher (*Fire Extinguisher*) shall be placed immediately above the fire extinguisher. Large canopies, tents and stages will require fire extinguishers. (Contact NCFD for more info if needed)
- 9) Every room or space (Fenced in location), shall have the occupant load of the space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall be posted by the Building or Fire Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded. Contact the NC Building Dept. (contact NCFD for more info if needed)
- 10) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more. Exits, aisles and passageways shall not be blocked or have their minimum clear width obstructed in any manner.
- 11) The arrangement of aisles shall be subject to approval by the building and fire code official, and shall be maintained clear at all times during occupancy.
- 12) The floor surface and grounds outside shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises.
- 13) Internal combustion power sources that may be used for "Emergency Power" shall be of adequate capacity to permit **uninterrupted operation** during normal operating hours.
- 14) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure.
- 15) A drip pan shall be used to capture oils and fuel lost during normal operation.

- 16) Diesel fuel stored, shall be no more than 10 gallons of fuel. Diesel fuel shall be stored no closer than 20 feet from generator.
- 17) Diesel fuel shall be protected from impact of surrounding vehicles and machinery (20 feet). Container holding fuel, shall meet all state and federal guidelines for holding vessel and storage.
- 18) Approved holding vessel (container) shall be labeled (DOT) so as to describe its contents. Label shall be visible to all oncoming emergency personal.

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- 19) Diesel fuel container shall have secondary containment to meet code.
- 20) Diesel fuel container shall be bonded and grounded to meet code.
- 21) Dispensing of fuel shall meet code requirements for the correct dispensing of flammable and combustible liquids. Gravity style dispensing apparatus shall not be used.
- 22) Provide a 2A:10BC fire extinguisher at entrance to generator. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 23) Any electrical power used, is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only, and shall be protected so as not to create a tripping hazard to the public. Consult building official for requirements and inspection of possible temporary power/electrical.
- 24) A clear revised site map shall be required for this event to include requirements mentioned in this document with the removal of the building as part of the venue.
- 25) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event.
- 26) Occupant load of building must be maintained at all times at the door with a counter to be available at will for inspection by City Officials.
- 27) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars. Please contact the National City Fire Department to arrange a time for inspection. Periodic inspections will be conducted by the National City Fire Department for this event

- 28) Fire Department fees can only be waived by City Council.
- 29) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 30) Stage, is there a cover or walls? What are they made of? This info will need to be reviewed for possible stipulations?
- 31) The Building may not be used as part of the venue and shall be removed from the map.
- 32) Exit signs shall be **GREEN** in color and shall be of an approved self-lumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
- Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less.
- 33) Means of egress shall be illuminated with light (Bug Eyes) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power. This may be accomplished by use of a light tower/generator.



- 34) The building must be closed and unavailable to the event as it does not meet the assembly occupancy needs of the event.

Approval Contingent upon Final Field Inspection and Compliance with All Applicable Codes and Ordinances.

If you have any questions please feel free to contact me.