AGENDA

Consolidated Special Agenda

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

Ron Morrison, Mayor
Ditas Yamane, Vice-Mayor – District 3
Marcus Bush, Councilmember
Luz Molina, Councilmember – District 1
Jose Rodriguez, Councilmember

Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, City Clerk
R. Mitchel Beauchamp, City Treasurer

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

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

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

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

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

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

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

If you wish to submit a written comment email to the City Clerk's Office at least 1 hour before the City Council Meeting to allow time for distribution to the City Council.

EFFECTIVE JANUARY 1, 2023

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than $250 within the past year (effective Jan 1, 2023). This report may be included on the Public Comment Speaker Slip to be completed before the City Council Meeting.

Spanish Interpretation Services: Spanish Interpretation Services are available; please contact the City Clerk before the start of the meeting for assistance.

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

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

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

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

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

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

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

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 1 hora antes de la Reunión del Consejo Municipal para dar tiempo a la distribución al Consejo Municipal.

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de $ 250 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo Municipal

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

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

AGENDA

Special Meeting

Tuesday, December 10, 2024, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

5. PROCLAMATION

   Proclamation - Ruble "Mitch" Beauchamp, City Treasurer

6. STAFF REPORT

   6.1 Reciting the Fact of the General Municipal Election held Tuesday, November 5, 2024, Declaring Results. 4

   Recommendation:
   Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Reciting the Fact of the General Municipal Election Conducted on Tuesday, November 5, 2024, and Declaring the Results and Such Other Matters as Provided by Law.”

7. ADMINISTER OATH OF OFFICE

8. RECESS FOR RECEPTION

9. CALL TO ORDER

10. ROLL CALL

11. PUBLIC COMMENT

12. NEWLY ELECTED COMMENTS

13. CONSENT CALENDAR

13.1 Notice of Decision – Planning Commission Denial of a Conditional Use Permit (CUP) and Zone Variance (ZV) for a New Gasoline Service Station Development to be Located on a Vacant Property at Sweetwater Road and Orange Street 26

Recommendation:
Staff Recommended Approval of the Proposed Development Requesting a New Gasoline Service Station, Convenience Store with Off-Sale Alcohol (ABC Type-21), Drive-Through Car Wash, Drive-Through Eating Place, and Five Residential Units, Subject to the Recommended Conditions in the Draft Resolution and a Determination that the Project is Exempt from CEQA. The Requested Uses are Conditionally Allowed within the Major Mixed-Use District (MXD-2) and the Project can be Found Consistent with the General Plan and Land Use Code with the Approval of the Requested Zone Variance.

13.2 Purchase of Thirty-Three (33) Axon Fleet 3 Video Solutions ("FLEET") Cameras for Police Department Vehicles. 182

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City Of National City, California, 1) Waiving The Formal Bid Process Pursuant to National City Municipal Code Section 2.60.110(B) Regarding Exceptions to Formal Competitive Bidding and Authorizing the Purchase of Thirty-Three Axon Fleet 3 In-Car Video Solutions and Supporting Information, Services and Training from Axon Enterprise, Inc. in a Not-to-Exceed Amount of $279,248.78; and 2) Authorizing the Mayor to Execute an Agreement with Axon Enterprise, Inc. for the Purchase and Related Services."

13.3 San Diego Dispatch Agreement 199

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Authorizing the Mayor to Execute an Agreement Between the City of San Diego and the City of National City to Provide Fire and Emergency Medical Dispatch Services to the City of National City for a Term of 5 Years Effective July 1, 2024 and Ending June 30, 2029."

14. STAFF REPORTS

14.1 Appointments of City Councilmembers to Regional Boards and Committees for Outside Agencies 221

Recommendation:
Mayor to Appoint with City Council Consensus to Certain Regional Boards and Committees by Adoption of Resolution:

(1) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego Association of Governments (SANDAG) Board of Directors;

(2) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the SANDAG Shoreline Working Group; and,

(3) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the Various Regional Committee Assignments; and

(4) Resolution San Diego County Water Authority Board of Directors.

14.2 Selection of a Vice-Mayor for 2025. 230

Recommendation:
Selection of a Vice-Mayor for 2025 in accordance with the Policy.

15. ADJOURNMENT

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, December 10, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Reciting the Fact of the General Municipal Election held Tuesday, November 5, 2024, Declaring Results.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Reciting the Fact of the General Municipal Election Conducted on Tuesday, November 5, 2024, and Declaring the Results and Such Other Matters as Provided by Law."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The canvass of the November 5, 2024, General Municipal Election has been completed by County of San Diego Registrar of Voters. The City of National City's General Municipal Election, which was consolidated with the County of San Diego's General Election, was to elect City Councilmember District 2, and City Councilmember District 4, each for a term of four-years. In addition, and one measure on the ballot:

Ballot Measure R:

SHALL THE MEASURE ADDING A SPECIAL PARCEL TAX IN THE CITY OF NATIONAL CITY TO BE USED FOR STREET AND PARK PURPOSES, WITH RATES BASED ON THE CHARACTER OF THE PROPERTY AND EXEMPTING CERTAIN TYPES OF PROPERTIES, TO BE COLLECTED BEGINNING IN 2025, AND CONTINUING UNTIL REPEALED BY THE VOTERS, WITH AN OVERSIGHT COMMITTEE, GENERATING AN ESTIMATED $1.7 MILLION DOLLARS ANNUALLY, BE ADOPTED?	YES
	NO

There were 28,255 registered voters in the City of National City at the time of the election.

Based on the official canvas of the County of San Diego Registrar of Voters, it is appropriate to adopt a resolution reciting the election results. The City Clerk will then administer the Oaths of Office and present Certificates of Election to the newly elected and re-elected Members of the City Council.

The Candidate for City Councilmember for District 2 receiving the highest number of votes was Jose Rodriguez, with 2,578 votes.

The Candidate for City Councilmember for District 4 receiving the highest number of votes was Marcus Bush, with 1,736 votes.

The City Measure R – Special Parcel Tax for Streets and Parks Failed with 10,145 “No” votes.

FINANCIAL STATEMENT:
The preliminary election costs estimate from the San Diego County Registrar of Voters was $125,000. A deposit of $98,000 was paid to the Registrar of Voters in advance of the Election, with a final bill to follow. Funds are available in the FY 2024-2025 Election Account to cover the cost of consolidating the election with the Registrar and other costs associated with legal advertising and translations as required by Election law. A full accounting and final invoice should be received from the Registrar of Voter by March 2025.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

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

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Resolution
Exhibit B – Certification of Results

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, RECITING THE FACT OF THE GENERAL ELECTION CONDUCTED ON TUESDAY, NOVEMBER 5, 2024, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW.

WHEREAS, a General Municipal Election was held and conducted in the City of National City, California on Tuesday, November 5, 2024, as required by law; and

WHEREAS, Notice of the Election was given in the time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects the election was held and conducted and the votes were casts, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, pursuant to Resolution No. 2024-50, adopted on May 21, 2024, the San Diego County Registrar of Voters canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part of hereof as "Exhibit A"; and

WHEREAS, California Elections Code Section 10264 requires the governing body enter the following statements onto its record: the whole number of votes cast in the city, the names of the persons voted for, the measures voted upon, for what office each person was voted for, and the number of votes given at each precinct to each person and for and against each measure, and the number of votes given in the city to each person and for and against each measure.

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

SECTION 1: That the whole number of ballots cast in the City for Council Member District 2 was 3,516 that the whole number of ballots cast in the City for Council Member District 4 was 3,966 that the whole number of ballots cast in the City for Measure R was 15,337 and that the whole number of ballots cast in the City was 15,337. The total number of registered voters in the City for this election was 28,255.

SECTION 2: That the names of persons voted for at the election for City Councilmember District 2, and the number of votes received for each, are as follows:

1.	JOSE RODRIGUEZ	2,578
2.	RANDI CASTLE-SALGADO	938

SECTION 3: That the names of persons voted for at the election for City Councilmember District 4, and the number of votes received for each, are as follows:

1.	MARCUS BUSH	1,736
2.	VICTOR M. ARREOLA	1,509
3.	DANIEL PEREZ	721

SECTION 4: That the following ballot measure, Measure "R", placed on the ballot at this election, and the number of votes received for and against the measure, are as follows:

> Measure R -- Shall the measure adding a special parcel tax in the City of National City to be used for street and park purposes, with rates based on the character of the property and exempting certain types of properties, to be collected beginning in 2025, and continuing until repealed by the voters, with an oversight committee, generating an estimated $1.7 million dollars annually, be adopted?
>
> | | |
> |---|---|
> | NO | 10,145 |
> | YES | 5,192 |

SECTION 5: That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices of which the persons were candidates were listed in "Exhibit A," attached.

SECTION 6: That the number of votes given at each precinct and the number of votes given in the City to the ballot measure above named were listed in "Exhibit A," attached.

SECTION 7: That the City Council does declare and determine that:

- Jose Rodriguez was elected as a member of the City Council District 2 for the full term of four (4) years.

- Marcus Bush was elected as a member of the City Council District 4 for the full term of four (4) years.

- Measure R, entitled National City Special Parcel Tax for Streets and Parks, failed by virtue of having received a higher number of "NO" votes.

SECTION 8: That the City Clerk shall enter on the records of the City Council of the City, a statement of results of the election showing:

a. The whole number of votes cast in the City;
b. The names of the persons voted for;
c. The measures voted upon;
d. For what office each person was voted for;
e. The number of votes given at each precinct to each person and for and against the measure; and
f. The total number of votes given in the City to each person and for and against the measure.

SECTION 9: That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California, and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 10: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 10th day of December, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

County of San Diego

CYNTHIA L. PAES
Registrar of Voters

REGISTRAR OF VOTERS
County Operations Center Campus
5600 Overland Avenue, Suite 100, San Diego, California 92123-1278

SHAWN K. BROM
Assistant Registrar of Voters

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TTY / TDD: (800) 735-2929
Facsimile: (858) 505-7294 Web Address: www.sdvote.com

December 3, 2024

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Cynthia L. Paes
Registrar of Voters

STATEWIDE GENERAL ELECTION NOVEMBER 5, 2024, CERTIFICATION

Enclosed are the certified results for the following election:

Jurisdiction: Statewide General Election

Election Date: November 5, 2024

Please contact my staff at (858) 505-7210 if you have any questions regarding this matter.

Enclosure: Election Results

c: Supervisor Nora Vargas, Chair
Supervisor Terra Lawson-Remer, Vice Chair
Supervisor Joel Anderson
Supervisor Monica Montgomery Steppe
Supervisor Jim Desmond
Ebony N. Shelton, Chief Administrative Officer
Caroline Smith, Assistant Chief Administrative Officer
Brian Albright, Deputy CAO, Finance & General Government Group
County Board of Education
LUEG, Community Groups

Continued:

Incorporated Cities:
- Carlsbad
- Chula Vista
- Coronado
- Del Mar
- El Cajon
- Encinitas
- Escondido
- Imperial Beach
- La Mesa
- Lemon Grove
- National City
- Oceanside
- Poway
- San Diego
- San Marcos
- Santee
- Vista

Community College Districts:
- Grossmont-Cuyamaca
- MiraCosta
- Palomar
- San Diego
- Southwestern

Unified School Districts:
- Bonsall
- Borrego Springs
- Carlsbad
- Coronado
- Oceanside
- Poway
- Ramona
- San Diego
- San Marcos
- Valley Center-Pauma
- Vista
- Warner

High School Districts:
- Escondido
- Fallbrook
- Grossmont
- Julian
- San Dieguito
- Sweetwater

Union/Elementary School Districts:
- Alpine
- Cajon Valley
- Cardiff
- Chula Vista
- Del Mar
- Dehesa
- Encinitas
- Escondido
- Fallbrook
- Lakeside
- Lemon Grove
- National
- Rancho Santa Fe
- San Ysidro
- Santee
- South Bay

Special Districts:
- Borrego Water
- Canebrake County Water
- Fallbrook Community Planning Group
- Grossmont Healthcare
- Helix Water
- Lakeside Fire Protection
- Lakeside Water
- Morro Hills Community Services
- North County Fire Protection
- Olivenhain Municipal Water
- Otay Water
- Padre Dam Municipal Water
- Palomar Health
- Pauma Valley Community Services
- Rainbow Municipal Water
- Rancho Santa Fe Fire Protection
- South Bay Water
- Sweetwater Community Planning Group
- Tri-City Healthcare
- Vallecitos Water
- Valley Center Community Planning Group
- Vista Fire Protection
- Vista Irrigation

CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE NOVEMBER 5, 2024,
GENERAL ELECTION

STATE OF CALIFORNIA

COUNTY OF San Diego } ss.

I, Cynthia Paes, County Clerk/Registrar of Voters of County of San Diego, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 3rd day of December, 2024, at the County of San Diego



County Clerk/Registrar of Voters
County of San Diego
State of California

Canvass Certification of Elections Official
(11/2024)

County of San Diego
Presidential General Election
November 5, 2024
Official Results
(San Diego Portion Only)

	Registered Voters	Turnout
Total Registration and Turnout	1,983,767	1,503,018
Mail		1,275,304
Vote Centers		227,714

PRESIDENT AND VICE PRESIDENT		
DEM - KAMALA D. HARRIS / TIM WALZ	841,372	56.93%
REP - DONALD J. TRUMP / JD VANCE	593,270	40.14%
AI - ROBERT F. KENNEDY JR. / NICOLE SHANAHAN	16,387	1.11%
GRN - JILL STEIN / RUDOLPH WARE	14,207	0.96%
LIB - CHASE OLIVER / MIKE TER MAAT	7,487	0.51%
PF - CLAUDIA DE LA CRUZ / KARINA GARCIA	5,063	0.34%
Peter Sonski / Lauren Onak	242	0.02%
Total	**1,478,028**	

UNITED STATES SENATOR (Full Term)		
DEM - ADAM B. SCHIFF	817,805	56.68%
REP - STEVE GARVEY	625,129	43.32%
Total	**1,442,934**	

UNITED STATES SENATOR (Partial/Unexpired Term)		
DEM - ADAM B. SCHIFF	797,127	56.61%
REP - STEVE GARVEY	610,883	43.39%
Total	**1,408,010**	

UNITED STATES REPRESENTATIVE 48TH DISTRICT (SAN DIEGO PORTION ONLY)		
REP - DARRELL E. ISSA	142,476	59.09%
DEM - STEPHEN HOULAHAN	98,637	40.91%
Total	**241,113**	

UNITED STATES REPRESENTATIVE 49TH DISTRICT (SAN DIEGO PORTION ONLY)		
DEM - MIKE LEVIN	137,469	56.36%
REP - MATT GUNDERSON	106,438	43.64%
Total	**243,907**	

UNITED STATES REPRESENTATIVE 50TH DISTRICT		
DEM - SCOTT PETERS	231,836	64.27%
REP - PETER J. BONO	128,859	35.73%
Total	**360,695**	

UNITED STATES REPRESENTATIVE 51ST DISTRICT		
DEM - SARA JACOBS	198,835	60.70%
REP - BILL WELLS	128,749	39.30%
Total	**327,584**	

UNITED STATES REPRESENTATIVE 52ND DISTRICT		
DEM - JUAN VARGAS	172,217	66.31%
REP - JUSTIN LEE	87,501	33.69%
Total	**259,718**	

STATE SENATOR 39TH DISTRICT		
DEM - AKILAH WEBER	266,830	63.01%
REP - BOB DIVINE	156,616	36.99%
Total	**423,446**	

MEMBER OF THE STATE ASSEMBLY 74TH DISTRICT (SAN DIEGO PORTION ONLY)		
DEM - CHRIS DUNCAN	65,972	54.78%
REP - LAURIE DAVIES	54,457	45.22%
Total	**120,429**	

MEMBER OF THE STATE ASSEMBLY 75TH DISTRICT		
REP - CARL DEMAIO	121,167	57.02%
REP - ANDREW HAYES	91,337	42.98%
Total	**212,504**	

MEMBER OF THE STATE ASSEMBLY 76TH DISTRICT		
DEM - DARSHANA PATEL	113,242	54.03%
REP - KRISTIE BRUCE-LANE	96,358	45.97%
Total	**209,600**	

MEMBER OF THE STATE ASSEMBLY 77TH DISTRICT		
DEM - TASHA BOERNER	154,202	60.43%
REP - JAMES BROWNE	100,954	39.57%
Total	**255,156**	

MEMBER OF THE STATE ASSEMBLY 78TH DISTRICT		
DEM - CHRIS WARD	175,178	100.00%
Total	**175,178**	

MEMBER OF THE STATE ASSEMBLY 79TH DISTRICT		
DEM - LASHAE SHARP-COLLINS	79,215	54.03%
DEM - COLIN PARENT	67,390	45.97%
Total	**146,605**	

MEMBER OF THE STATE ASSEMBLY 80TH DISTRICT		
DEM - DAVID A. ALVAREZ	113,768	60.97%
REP - MICHAEL W. WILLIAMS	72,836	39.03%
Total	**186,604**	

COUNTY BOARD OF EDUCATION 1ST DISTRICT		
GREGG ROBINSON	198,977	100.00%
Total	**198,977**	

COUNTY BOARD OF EDUCATION 2ND DISTRICT

GUADALUPE GONZÁLEZ	167,698	100.00%
Total	**167,698**	

COUNTY BOARD OF EDUCATION 4TH DISTRICT

ERIN EVANS	174,253	68.29%
SARAH SONG	80,916	31.71%
Total	**255,169**	

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA 4

ELENA ADAMS	22,448	50.67%
LEE QUINN	21,851	49.33%
Total	**44,299**	

MIRACOSTA COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 5

ANN CROSBIE	16,353	66.34%
ALEXANDER THOMAS WELLS III	8,297	33.66%
Total	**24,650**	

PALOMAR COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 2

YVETTE MARIE ACOSTA	22,512	52.68%
EDWARD POHLERT	20,221	47.32%
Total	**42,733**	

PALOMAR COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 4

HOLLY M. HAMILTON-BLEAKLEY	40,092	57.88%
MICHELLE RAINS	19,798	28.58%
AMI ADMIRE	9,376	13.54%
Total	**69,266**	

SAN DIEGO COMMUNITY COLLEGE DISTRICT MEMBER, BOARD OF TRUSTEES DISTRICT D

MARIAH JAMESON	50,032	74.93%
ANDREW GOMEZ II	16,740	25.07%
Total	**66,772**	

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 2

KRISTINE "KRIS" GALICIA BROWN	17,966	59.48%
ERIKA LOWERY	12,239	40.52%
Total	**30,205**	

BONSALL UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA E

ERIC ORTEGA	798	54.88%
LINDSAY JONES	656	45.12%
Total	**1,454**	

BORREGO SPRINGS UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 3

MARTHA DEICHLER	1,084	41.36%
STEVE DUNN	529	20.18%
STEVE RIEHLE	511	19.50%
PETER KELLNER	497	18.96%
Total	**2,621**	

CARLSBAD UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 2

ALISON EMERY	4,780	62.80%
JEN BELNAP	2,832	37.20%
Total	**7,612**	

CARLSBAD UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 3

LAURA SIAOSI	4,556	52.89%
EJEHAN TURKER	4,058	47.11%
Total	**8,614**	

CORONADO UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 2

RENEE CAVANAUGH	4,339	30.97%
FITZHUGH "FITZ" LEE	4,137	29.53%
BILL SANDKE	3,096	22.10%
SHAWNEE BARTON MERRIMAN	2,438	17.40%
Total	**14,010**	

OCEANSIDE UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 2

ELEANOR EVANS	6,178	51.51%
EMILY ORTIZ WICHMANN	5,815	48.49%
Total	**11,993**	

OCEANSIDE UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 5

MIKE BLESSING	6,354	53.44%
ROSIE HIGUERA	5,536	46.56%
Total	**11,890**	

POWAY UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA A

TIM DOUGHERTY	10,063	55.09%
DEVESH VASHISHTHA	8,205	44.91%
Total	**18,268**	

POWAY UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA E

DAVID CHENG	6,528	38.34%
CRAIG POND	6,386	37.51%
CINDY SYTSMA	4,111	24.15%
Total	**17,025**	

RAMONA UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 3

DAWN PERFECT	2,141	60.89%
STEPHANIE COOTER	1,375	39.11%
Total	**3,516**	

RAMONA UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 4

DARYN DRUM	2,423	63.53%
JOHN RAJCIC	1,391	36.47%
Total	**3,814**	

SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER, BOARD OF EDUCATION DISTRICT A

SABRINA BAZZO	40,289	50.93%
CRYSTAL TRULL	38,818	49.07%
Total	**79,107**	

SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER, BOARD OF EDUCATION DISTRICT D

RICHARD BARRERA	64,671	100.00%
Total	**64,671**	

SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER, BOARD OF EDUCATION DISTRICT E

SHARON D. WHITEHURST-PAYNE	49,166	100.00%
Total	**49,166**	

SAN MARCOS UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA A

HEIDI HERRICK	7,047	56.04%
CARLOS ULLOA	5,527	43.96%
Total	**12,574**	

SAN MARCOS UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA B

SARAH AHMAD	7,096	58.98%
BRITTANY BOWER	4,935	41.02%
Total	**12,031**	

SAN MARCOS UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA D

LENA LAUER MEUM	5,949	58.77%
JAIME CHAMBERLIN	4,174	41.23%
Total	**10,123**	

VISTA UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 1

MIKE MARKOV	6,728	51.91%
AMANDA "MANDY" REMMEN	6,234	48.09%
Total	**12,962**	

VISTA UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 4

CIPRIANO VARGAS	3,371	39.06%
FRANK NUNEZ	3,075	35.63%
ZULEMA GOMEZ	2,184	25.31%
Total	**8,630**	

VISTA UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 5

SUE MARTIN	9,540	60.39%
ANTHONY "TJ" CROSSMAN	6,258	39.61%
Total	**15,798**	

WARNER UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 3		
MELISSA KROGH	603	27.41%
MELODY SEES	544	24.73%
GENE DOXEY	533	24.23%
DEBORAH CASTEEL	520	23.64%
Total	**2,200**	

ESCONDIDO UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 3

CHRISTI KNIGHT	7,538	65.36%
CLAY BROWN	3,995	34.64%
Total	**11,533**	

ESCONDIDO UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 4

RYAN S. WILLIAMS	7,848	64.66%
DARA CZERWONKA	4,289	35.34%
Total	**12,137**	

FALLBROOK UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 4

OSCAR CARALAMPIO	1,721	60.07%
JOSHUA TILLER	1,144	39.93%
Total	**2,865**	

GROSSMONT UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 1

CHRIS FITE	13,923	43.30%
RANDALL DEAR	10,485	32.61%
DEBRA HARRINGTON	4,614	14.35%
AZURE CHRISAWN	3,132	9.74%
Total	**32,154**	

GROSSMONT UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 2

SCOTT ECKERT	14,768	36.64%
JAY STEIGER	13,645	33.85%
JIM STIERINGER	7,980	19.80%
MARSHA J. CHRISTMAN	3,914	9.71%
Total	**40,307**	

JULIAN UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 2

BRITNI A MUSHET	986	30.37%
MIKE CHARLONNE	738	22.73%
ERIK FLEET	612	18.85%
CAROL M. FRAUSTO	581	17.89%
ADRYENN CANTOR	330	10.16%
Total	**3,247**	

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 2

JODIE WILLIAMS	10,126	51.22%
KELLY FRIIS	9,643	48.78%
Total	**19,769**	

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 4

MICHAEL ALLMAN	8,990	51.12%
KEVIN SABELLICO	8,595	48.88%
Total	**17,585**	

SWEETWATER UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA 2

ADRIAN E. ARANCIBIA	21,226	56.72%
ANGELICA S. MARTINEZ	16,195	43.28%
Total	**37,421**	

SWEETWATER UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA 4

RODOLFO "RUDY" LOPEZ	19,192	62.68%
OLGA ESPINOZA	11,426	37.32%
Total	**30,618**	

ALPINE UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 2

ERIKA SIMMONS	5,814	38.34%
TRAVIS LYON	5,355	35.31%
CEE GOULD	2,313	15.25%
JOSEPH PERRICONE	1,682	11.09%
Total	**15,164**	

CAJON VALLEY UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 3 (Short Term)

EMILY "LILY" SCHWORM	3,895	59.66%
DINA POLUS	2,634	40.34%
Total	**6,529**	

CAJON VALLEY UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 5

JIM MILLER	6,888	47.02%
ODAY YOUSIF	4,355	29.73%
ALEX WELLING	3,407	23.26%
Total	**14,650**	

CARDIFF SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 2

RHEA STEWART	2,997	33.69%
RICHARD BROCCHINI	2,958	33.25%
NANCY ORR	2,941	33.06%
Total	**8,896**	

CHULA VISTA ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD MEMBER SEAT NO. 2

LUCY UGARTE	80,824	69.85%
SHARMANE ESTOLANO	34,885	30.15%
Total	**115,709**	

CHULA VISTA ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD MEMBER SEAT NO. 4

FRANCISCO TAMAYO	34,227	29.61%
KATE BISHOP	27,681	23.94%
TANYA WILLIAMS	26,232	22.69%
JESUS F. PARTIDA	15,977	13.82%
ZENITH KHAN	11,491	9.94%
Total	**115,608**	

DEL MAR UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 2

GEE WAH MOK	10,885	33.88%
BILL PORTER	9,445	29.40%
DANIELLE ROYBAL	6,700	20.85%
HELEN DOYLE	5,101	15.88%
Total	**32,131**	

DEL MAR UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER (Short Term)

ALAN SCOTT KHOLOS	12,805	66.98%
GENEVIEVE OKADA GOLDSTONE	6,312	33.02%
Total	**19,117**	

ENCINITAS UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 2

MONICA LEE	19,951	35.22%
MARLON TAYLOR	18,466	32.60%
JILLIAN COCAYNE	18,232	32.18%
Total	**56,649**	

ENCINITAS UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER (Short Term)

TOM MORTON	19,053	51.36%
AIMEE SPROUL	18,042	48.64%
Total	**37,095**	

ESCONDIDO UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 3

MARK OLSON	6,563	53.16%
JUAN MANUEL VARGAS	5,783	46.84%
Total	**12,346**	

FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 2

LIEF HANSEN	1,481	69.30%
LESLIE SOMMERS	656	30.70%
Total	**2,137**	

FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 4 (Short Term)

MARIA G. MORAN	3,228	50.56%
CONSTANCE FISH	3,156	49.44%
Total	**6,384**	

LAKESIDE UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 2

AUTUMN ELLENSON	2,957	75.24%
TWILA GODLEY	973	24.76%
Total	**3,930**	

NATIONAL SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 2

CINDY LOPEZ	6,400	30.46%
MICHELLE GATES	5,841	27.80%
MARIA MIRANDA	4,544	21.63%
ROCINA LIZARRAGA	4,223	20.10%
Total	**21,008**	

RANCHO SANTA FE SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 3

KAREN "KATE" BUTLER	1,511	21.62%
KERRY VINCI	1,395	19.96%
ANNETTE ROSS	1,230	17.60%
MARIA LUONI	742	10.62%
VICTORIA GAMBLE	737	10.55%
JANICE LEE HOLOWKA	720	10.30%
KAREN ESCHRICH	653	9.34%
Total	**6,988**	

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD MEMBER

Vote For 2

ANTONIO MARTINEZ	6,444	37.95%
KENIA PERAZA	3,555	20.94%
JOSE MANUEL DIRCIO	2,319	13.66%
YVETTE OLEA	1,834	10.80%
MARTIN ARIAS	1,646	9.69%
ROSALEAH PALLASIGUE	1,183	6.97%
Total	**16,981**	

SANTEE SCHOOL DISTRICT GOVERNING BOARD MEMBER SEAT NO. 4

TRACIE THILL	16,446	59.94%
MONIQUE SILVER	10,992	40.06%
Total	**27,438**	

SOUTH BAY UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER TRUSTEE AREA NO. 4 (Short Term)		
MANUEL "MANNY" ESPARZA	2,448	57.84%
LIZBETH BECERRA	1,784	42.16%
Total	**4,232**	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO. 1		
NORA VARGAS	127,708	62.46%
ALEJANDRO GALICIA	76,761	37.54%
Total	**204,469**	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO. 2		
JOEL ANDERSON	155,232	59.81%
GINA JACOBS	104,326	40.19%
Total	**259,558**	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO. 3		
TERRA LAWSON-REMER	178,781	56.98%
KEVIN L. FAULCONER	134,991	43.02%
Total	**313,772**	

CITY OF CARLSBAD MEMBER, CITY COUNCIL DISTRICT NO. 2		
KEVIN SHIN	8,414	58.14%
TYLER COLLINS	6,057	41.86%
Total	**14,471**	

CITY OF CARLSBAD MEMBER, CITY COUNCIL DISTRICT NO. 4		
TERESA ACOSTA	9,380	55.53%
GREG DAY	7,511	44.47%
Total	**16,891**	

CITY OF CARLSBAD TREASURER (Short Term)		
CHRISTIAN PEACOX	14,877	28.16%
THOMAS KROUSE, JR.	13,506	25.56%
GREGORIO KAHN	12,931	24.47%
MICHAEL J. WILLIAMS	11,521	21.81%
Total	**52,835**	

CITY OF CHULA VISTA MEMBER, CITY COUNCIL DISTRICT NO. 3		
MICHAEL INZUNZA	18,508	68.58%
LETICIA MUNGUIA	8,478	31.42%
Total	**26,986**	

CITY OF CHULA VISTA MEMBER, CITY COUNCIL DISTRICT NO. 4		
CESAR FERNANDEZ	13,401	60.75%
RUDY RAMIREZ	8,659	39.25%
Total	**22,060**	

CITY OF CORONADO MAYOR		
JOHN DUNCAN	4,124	45.50%
CASEY TANAKA	3,819	42.13%
MIKE DONOVAN	1,121	12.37%
Total	**9,064**	

CITY OF CORONADO MEMBER, CITY COUNCIL		
Vote For 2		
MARK FLEMING	3,524	22.57%
AMY STEWARD	3,093	19.81%
LAURA WILKINSON SINTON	3,013	19.30%
MARK WARNER	2,555	16.37%
CHRISTINE MOTT	2,187	14.01%
ANDREW GADE	1,240	7.94%
Total	**15,612**	

CITY OF DEL MAR MEMBER, CITY COUNCIL		
Vote For 3		
TRACY MARTINEZ	1,633	39.56%
JOHN W. SPELICH	1,380	33.43%
DANIEL QUIRK	1,115	27.01%
Total	**4,128**	

CITY OF EL CAJON MEMBER, CITY COUNCIL DISTRICT NO. 2		
MICHELLE METSCHEL	4,636	100.00%
Total	**4,636**	

CITY OF EL CAJON MEMBER, CITY COUNCIL DISTRICT NO. 3		
STEVE GOBLE	5,754	66.95%
COURTNEY HALL	2,840	33.05%
Total	**8,594**	

CITY OF EL CAJON MEMBER, CITY COUNCIL DISTRICT NO. 4		
PHIL ORTIZ	4,823	100.00%
Total	**4,823**	

CITY OF ENCINITAS MAYOR		
BRUCE EHLERS	18,311	52.39%
TONY KRANZ	16,638	47.61%
Total	**34,949**	

CITY OF ENCINITAS MEMBER, CITY COUNCIL DISTRICT NO. 1

LUKE SHAFFER	5,329	57.00%
ALLISON BLACKWELL	4,020	43.00%
Total	**9,349**	

CITY OF ENCINITAS MEMBER, CITY COUNCIL DISTRICT NO. 2

JIM O'HARA	4,109	55.47%
DESTINY PRESTON	3,298	44.53%
Total	**7,407**	

CITY OF ESCONDIDO MEMBER, CITY COUNCIL DISTRICT NO. 3

CHRISTIAN GARCIA	5,594	60.94%
VERONICA CIGARROA	2,513	27.37%
CHRISTINE SPENCER	1,073	11.69%
Total	**9,180**	

CITY OF ESCONDIDO MEMBER, CITY COUNCIL DISTRICT NO. 4

JUDY FITZGERALD	10,190	68.42%
RODERICK "ROD" HOWELL	4,704	31.58%
Total	**14,894**	

CITY OF ESCONDIDO TREASURER

DOUGLAS W. SHULTZ	40,680	100.00%
Total	**40,680**	

CITY OF IMPERIAL BEACH MEMBER, CITY COUNCIL DISTRICT NO. 2

JOHN "JACK" FISHER	1,076	42.56%
MARTIN "MARTY" MATTES	799	31.61%
BEN SWEARINGEN	653	25.83%
Total	**2,528**	

CITY OF IMPERIAL BEACH MEMBER, CITY COUNCIL DISTRICT NO. 4

MATTHEW LEYBA-GONZALEZ	1,061	68.28%
LINDA KAYE	493	31.72%
Total	**1,554**	

CITY OF LA MESA MEMBER, CITY COUNCIL

Vote For 2		
LAUREN CAZARES	12,587	32.22%
GENEVIEVE SUZUKI	11,984	30.68%
KRISTINE C. ALESSIO	11,238	28.77%
SHAWN TOWNSEND	3,253	8.33%
Total	**39,062**	

CITY OF LEMON GROVE MAYOR

ALYSSON SNOW	4,059	39.77%
LIANA LEBARON	3,087	30.25%
RACQUEL VASQUEZ	3,059	29.98%
Total	**10,205**	

CITY OF LEMON GROVE MEMBER, CITY COUNCIL

Vote For 2		
JESSYKA HEREDIA	4,494	29.13%
SITIVI "STEVE" FAIAI	4,051	26.26%
GEORGE GASTIL	3,757	24.35%
SETH SMITH	3,127	20.27%
Total	**15,429**	

CITY OF NATIONAL CITY MEMBER, CITY COUNCIL DISTRICT NO. 2

JOSE RODRIGUEZ	2,578	73.32%
RANDI CASTLE-SALGADO	938	26.68%
Total	**3,516**	

CITY OF NATIONAL CITY MEMBER, CITY COUNCIL DISTRICT NO. 4

MARCUS BUSH	1,736	43.77%
VICTOR M. ARREOLA	1,509	38.05%
DANIEL PEREZ	721	18.18%
Total	**3,966**	

CITY OF OCEANSIDE MAYOR

ESTHER SANCHEZ	39,100	50.15%
RYAN KEIM	38,868	49.85%
Total	**77,968**	

CITY OF OCEANSIDE MEMBER, CITY COUNCIL DISTRICT NO. 3

JIMMY FIGUEROA	10,250	47.53%
LAURA BASSETT	8,804	40.82%
TOM DEMOOY	1,679	7.79%
AUSTIN SORENSEN	833	3.86%
Total	**21,566**	

CITY OF OCEANSIDE MEMBER, CITY COUNCIL DISTRICT NO. 4

PETER WEISS	8,995	45.15%
AMBER KAE NIUATOA	5,810	29.16%
OMAR HASHIMI	5,119	25.69%
Total	**19,924**	

CITY OF OCEANSIDE CITY CLERK

ZEB NAVARRO	62,004	100.00%
Total	**62,004**	

CITY OF OCEANSIDE TREASURER

PHYLLIS DOMINGUEZ	24,843	35.32%
VICTOR ROY	23,849	33.90%
JACK FERNANDES	21,654	30.78%
Total	**70,346**	

CITY OF POWAY MEMBER, CITY COUNCIL DISTRICT NO. 2

TONY BLAIN	2,783	37.84%
VANESSA SPRINGETT	2,515	34.19%
JARED WILSON	2,057	27.97%
Total	**7,355**	

CITY OF POWAY MEMBER, CITY COUNCIL DISTRICT NO. 4

JENNY C. MAEDA	2,463	50.12%
CAYLIN FRANK	2,451	49.88%
Total	**4,914**	

CITY OF SAN DIEGO MAYOR

TODD GLORIA	317,015	55.35%
LARRY TURNER	255,782	44.65%
Total	**572,797**	

CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 3

STEPHEN WHITBURN	38,344	57.53%
COLEEN CUSACK	28,303	42.47%
Total	**66,647**	

CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 9

SEAN ELO-RIVERA	28,106	60.71%
TERRY HOSKINS	18,189	39.29%
Total	**46,295**	

CITY OF SAN DIEGO CITY ATTORNEY

HEATHER FERBERT	282,912	56.83%
BRIAN MAIENSCHEIN	214,872	43.17%
Total	**497,784**	

CITY OF SAN MARCOS MEMBER, CITY COUNCIL DISTRICT NO. 3

DANIELLE LEBLANG	5,552	57.09%
ALAN GERACI	4,173	42.91%
Total	**9,725**	

CITY OF SAN MARCOS MEMBER, CITY COUNCIL DISTRICT NO. 4

ED MUSGROVE	6,846	64.49%
NATASHA ZANDER HILMES	3,769	35.51%
Total	**10,615**	

CITY OF SANTEE MAYOR

JOHN W. MINTO	20,733	77.80%
KELLI L. O'BRIEN	5,917	22.20%
Total	**26,650**	

CITY OF SANTEE MEMBER, CITY COUNCIL DISTRICT NO. 3

LAURA KOVAL	5,317	100.00%
Total	**5,317**	

CITY OF SANTEE MEMBER, CITY COUNCIL DISTRICT NO. 4

DUSTIN TROTTER	4,342	62.36%
AUGIE SCALZITTI	2,621	37.64%
Total	**6,963**	

CITY OF VISTA MEMBER, CITY COUNCIL DISTRICT NO. 2

JEFF FOX	6,047	62.35%
ANTHONY WHITE	3,651	37.65%
Total	**9,698**	

CITY OF VISTA MEMBER, CITY COUNCIL DISTRICT NO. 3

KATIE MELENDEZ	4,323	55.32%
DENISSE BARRAGAN	3,492	44.68%
Total	**7,815**	

BORREGO WATER DISTRICT MEMBER, BOARD OF DIRECTORS

Vote For 2

MARTHA DEICHLER	738	37.98%
TAMMY BAKER	505	25.99%
DIANE E. JOHNSON	418	21.51%
PETER KELLNER	282	14.51%
Total	**1,943**	

CANEBRAKE COUNTY WATER DISTRICT MEMBER, BOARD OF DIRECTORS

Vote For 2

CHRISTOPHER MACDONALD	14	43.75%
MARSHA CAMPBELL	12	37.50%
JERALD BUCHEIT	6	18.75%
Total	**32**	

FALLBROOK COMMUNITY PLANNING GROUP MEMBER, PLANNING GROUP

Vote For 8		
ALDO ALVIDRES	11,590	12.14%
ROSS PIKE	11,305	11.84%
THOMAS GERALD HARRINGTON IV	11,146	11.68%
ROY MOOSA	10,448	10.95%
STEPHANI BAXTER	9,922	10.40%
KATHLEEN "KATHIE" MORRIS	9,413	9.86%
LEE J. DE MEO	9,068	9.50%
JIM LOGE	8,786	9.21%
MARK MERVICH	7,946	8.33%
MARK HOYE	5,818	6.10%
Total	**95,442**	

GROSSMONT HEALTHCARE DISTRICT MEMBER, BOARD OF DIRECTORS ZONE NO. 3

NADIA FARJOOD	23,515	55.69%
BRENDA MILLER	18,711	44.31%
Total	**42,226**	

HELIX WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 3

MARK A. GRACYK	12,434	65.25%
JEANETTE ERICKSON	6,622	34.75%
Total	**19,056**	

LAKESIDE FIRE PROTECTION DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 3

JAMES BINGHAM	5,217	83.82%
SANDRA DEAKINS	1,007	16.18%
Total	**6,224**	

LAKESIDE WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 4

STEVE ROBAK	1,609	67.98%
JEANNE SWARINGEN	758	32.02%
Total	**2,367**	

MORRO HILLS COMMUNITY SERVICES DISTRICT MEMBER, BOARD OF DIRECTORS

Vote For 3		
JEFF WALKER	354	28.80%
THOMAS HARRINGTON III	278	22.62%
JEANINE ROSKOS	228	18.55%
BILL WEBER	189	15.38%
CHARLENE WEBER	180	14.65%
Total	**1,229**	

NORTH COUNTY FIRE PROTECTION DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 1

ROSS PIKE	1,559	73.43%
JEANETTE BARRAGAN	564	26.57%
Total	**2,123**	

NORTH COUNTY FIRE PROTECTION DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 4

JEFF EGKAN	4,801	74.03%
JOHN VAN DOORN	1,684	25.97%
Total	**6,485**	

NORTH COUNTY FIRE PROTECTION DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 5

MARK BARTHOLOMEW	4,684	80.23%
SHEILA A. LANCASTER	1,154	19.77%
Total	**5,838**	

OLIVENHAIN MUNICIPAL WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 2

SCOTT MALONI	4,481	58.31%
ERIC K. ARMSTRONG	1,752	22.80%
GREG BARTH	865	11.26%
ERIC T. ANDERSON	587	7.64%
Total	**7,685**	

OLIVENHAIN MUNICIPAL WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 5

NEAL MEYERS	3,968	54.48%
CHRIS CIEPLEY	3,315	45.52%
Total	**7,283**	

OTAY WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 2

DELFINA GONZALEZ	9,537	58.08%
RYAN KEYES	6,883	41.92%
Total	**16,420**	

OTAY WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 5

MARK ROBAK	12,161	58.36%
GREGORY J MARTINEZ	8,676	41.64%
Total	**20,837**	

PADRE DAM MUNICIPAL WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 2

SUZANNE TILL	6,447	61.56%
ROBERT "BOB" T. LLOYD SR.	4,026	38.44%
Total	**10,473**	

PADRE DAM MUNICIPAL WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 4

KIM HALES	5,708	55.75%
IVAN ANDUJAR	4,530	44.25%
Total	**10,238**	

PALOMAR HEALTH MEMBER, BOARD OF DIRECTORS DIVISION NO. 4

ABBI L. JAHAASKI	10,051	65.31%
LAURA BARRY	5,339	34.69%
Total	**15,390**	

PALOMAR HEALTH MEMBER, BOARD OF DIRECTORS DIVISION NO. 6

JEFF GRIFFITH	17,683	61.65%
JOE MUGA	9,524	33.20%
GAURAV DHIMAN	1,477	5.15%
Total	**28,684**	

PAUMA VALLEY COMMUNITY SERVICES DISTRICT MEMBER, BOARD OF DIRECTORS (Short Term)

Vote For 2

LOLO LEVY	271	43.57%
MICHAEL ESPARZA	202	32.48%
BILL COLLIER	149	23.95%
Total	**622**	

RAINBOW MUNICIPAL WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 1

LISA HOFFMAN	1,136	52.40%
JULIE JOHNSON	1,032	47.60%
Total	**2,168**	

RAINBOW MUNICIPAL WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 3 (Short Term)

GREG IRVINE	1,585	57.24%
CARI DALE	1,184	42.76%
Total	**2,769**	

RANCHO SANTA FE FIRE PROTECTION DISTRICT MEMBER, BOARD OF DIRECTORS

Vote For 3

NANCY C. HILLGREN	8,089	21.23%
JAMES H. ASHCRAFT	6,826	17.91%
KEVIN BARNARD	6,617	17.36%
ANDREW KRYNEN	5,538	14.53%
RANDALL MALIN	5,528	14.51%
DOUGLAS DILL	5,511	14.46%
Total	**38,109**	

SOUTH BAY WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 5

ELIZABETH COX	5,105	52.95%
JOSIE CALDERON - SCOTT	4,537	47.05%
Total	**9,642**	

SWEETWATER COMMUNITY PLANNING GROUP MEMBER, PLANNING GROUP

Vote For 8

PATTY O'MARA	3,367	15.27%
JUDITH A. TIEBER	2,607	11.82%
MICHAEL GARROD	2,487	11.28%
FELIX M. FELIX	2,433	11.03%
ELIZABETH LEE STONEHOUSE	2,359	10.70%
PENNI WILSON-NEELY	2,308	10.46%
MARK KUKUCHEK	2,288	10.37%
UWE WERNER	2,178	9.88%
STEPHEN STONEHOUSE	2,028	9.20%
Total	**22,055**	

TRI-CITY HEALTHCARE DISTRICT MEMBER, BOARD OF DIRECTORS ZONE NO. 1

ADELA IRMA SANCHEZ	16,538	65.77%
ALLEN L NEWSOME	8,609	34.23%
Total	**25,147**	

TRI-CITY HEALTHCARE DISTRICT MEMBER, BOARD OF DIRECTORS ZONE NO. 5

SHEILA BROWN	15,263	62.12%
AARON J. BYZAK	9,307	37.88%
Total	**24,570**	

TRI-CITY HEALTHCARE DISTRICT MEMBER, BOARD OF DIRECTORS ZONE NO. 7

NINA CHAYA	16,840	62.63%
VALERIE MITCHELL	10,046	37.37%
Total	**26,886**	

VALLECITOS WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 4

JENNIFER KERSCHBAUM	6,354	58.53%
ERIK A. GROSET	4,502	41.47%
Total	**10,856**	

VALLECITOS WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 5

TIFFANY BOYD-HODGSON	6,065	61.19%
HENRY "WALLY" SIMPSON	3,846	38.81%
Total	**9,911**	

VALLEY CENTER COMMUNITY PLANNING GROUP MEMBER, PLANNING GROUP

Vote For 8		
DELORES CHAVEZ HARMES	5,495	11.35%
DORI RATTRAY	4,639	9.58%
KAREN A. LIEBER	4,514	9.32%
BOB LITTLEJOHN	4,494	9.28%
S. MICHELLE BOTHOF	4,430	9.15%
MARY HOPE L. HODSON	4,268	8.81%
CHRISTOPHER "CHRIS" BARBER	4,025	8.31%
TOM J. STINSON	4,012	8.29%
LISA ADAMS	3,568	7.37%
RANDY LIUAG	3,266	6.75%
PATRICK MALLOY	2,955	6.10%
ANDREW NOLL	2,752	5.68%
Total	**48,418**	

VISTA FIRE PROTECTION DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION B

ROB FOUGNER	1,496	75.98%
RICHARD TILCH	473	24.02%
Total	**1,969**	

VISTA IRRIGATION DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 2

BYRON L. OLSON	4,856	70.86%
KAREN M. WILCOX	1,997	29.14%
Total	**6,853**	

VISTA IRRIGATION DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 5

JO MACKENZIE	5,983	65.98%
BILL HARD	3,085	34.02%
Total	**9,068**	

PROP 2 - PUBLIC SCHOOL AND COMMUNITY COLLEGE FACILITIES BONDS - Majority-Required to pass

YES	783,150	55.63%
NO	624,625	44.37%
Total	**1,407,775**	

PROP 3 - RIGHT TO MARRIAGE CONSTITUTIONAL AMENDMENT - Majority-Required to pass

YES	929,477	65.57%
NO	488,011	34.43%
Total	**1,417,488**	

PROP 4 - SAFE DRINKING WATER, WILDFIRE PREVENTION AND CLIMATE RISK BONDS - Majority-Required to pass

YES	811,585	57.27%
NO	605,458	42.73%
Total	**1,417,043**	

PROP 5 - AFFORDABLE HOUSING AND PUBLIC INFRASTRUCTURE BONDS - 55% Required to pass

NO	806,241	57.58%
YES	594,029	42.42%
Total	**1,400,270**	

PROP 6 - ELIMINATES INVOLUNTARY SERVITUDE FOR INCARCERATED PERSONS - Majority-Required to pass

NO	756,244	54.64%
YES	627,728	45.36%
Total	**1,383,972**	

PROP 32 - RAISES MINIMUM WAGE - Majority-Required to pass

NO	761,603	53.51%
YES	661,731	46.49%
Total	**1,423,334**	

PROP 33 - EXPANDS LOCAL AUTHORITY TO ENACT RENT CONTROL - Majority-Required to pass

NO	835,944	59.98%
YES	557,730	40.02%
Total	**1,393,674**	

PROP 34 - RESTRICTS SPENDING OF PRESCRIPTION DRUG REVENUES BY CERTAIN HEALTH CARE PROVIDERS - Majority-Required to pass

YES	736,187	55.00%
NO	602,270	45.00%
Total	**1,338,457**	

PROP 35 - PERMANENT FUNDING FOR MEDI-CAL HEALTH CARE SERVICES - Majority-Required to pass

YES	908,009	65.77%
NO	472,535	34.23%
Total	**1,380,544**	

PROP 36 - ALLOWS FELONY CHARGES AND INCREASES SENTENCES FOR CERTAIN CRIMES - Majority-Required to pass

YES	912,939	65.27%
NO	485,821	34.73%
Total	**1,398,760**	

County of San Diego
Presidential General Election
November 5, 2024
Official Results
(San Diego Portion Only)

COUNTY OF SAN DIEGO - MEASURE G - Majority-Required to pass

NO	701,639	50.46%
YES	688,922	49.54%
Total	**1,390,561**	

CITY OF CARLSBAD - MEASURE B - Majority-Required to pass

YES	32,759	53.06%
NO	28,981	46.94%
Total	**61,740**	

CITY OF CHULA VISTA - MEASURE P - Majority-Required to pass

YES	81,009	73.40%
NO	29,361	26.60%
Total	**110,370**	

CITY OF DEL MAR - MEASURE M - Majority-Required to pass

YES	1,866	71.52%
NO	743	28.48%
Total	**2,609**	

CITY OF DEL MAR - MEASURE A - Majority-Required to pass

YES	1,652	66.24%
NO	842	33.76%
Total	**2,494**	

CITY OF EL CAJON - MEASURE J - Majority-Required to pass

YES	22,631	67.97%
NO	10,663	32.03%
Total	**33,294**	

CITY OF ENCINITAS - MEASURE K - Majority-Required to pass

NO	18,884	51.91%
YES	17,492	48.09%
Total	**36,376**	

CITY OF ESCONDIDO - MEASURE I - Majority-Required to pass

YES	32,802	61.12%
NO	20,863	38.88%
Total	**53,665**	

CITY OF LA MESA - MEASURE L - Majority-Required to pass

YES	23,073	81.37%
NO	5,284	18.63%
Total	**28,357**	

CITY OF LEMON GROVE - MEASURE T - Majority-Required to pass

YES	7,503	71.59%
NO	2,977	28.41%
Total	**10,480**	

CITY OF NATIONAL CITY - MEASURE R - Majority-Required to pass

NO	10,145	66.15%
YES	5,192	33.85%
Total	**15,337**	

CITY OF OCEANSIDE - MEASURE X - Majority-Required to pass

YES	55,360	69.67%
NO	24,104	30.33%
Total	**79,464**	

CITY OF POWAY - MEASURE H - Majority-Required to pass

NO	17,880	68.66%
YES	8,163	31.34%
Total	**26,043**	

CITY OF SAN DIEGO - MEASURE C - Majority-Required to pass

YES	264,086	67.47%
NO	127,314	32.53%
Total	**391,400**	

CITY OF SAN DIEGO - MEASURE D - Majority-Required to pass

YES	375,039	72.32%
NO	143,549	27.68%
Total	**518,588**	

CITY OF SAN DIEGO - MEASURE E - Majority-Required to pass

NO	288,446	50.31%
YES	284,940	49.69%
Total	**573,386**	

CITY OF SAN MARCOS - MEASURE Q - Majority-Required to pass

YES	24,411	60.44%
NO	15,977	39.56%
Total	**40,388**	

CITY OF SANTEE - MEASURE S - Majority-Required to pass

NO	14,992	52.30%
YES	13,675	47.70%
Total	**28,667**	

SAN DIEGO COMMUNITY COLLEGE DISTRICT - MEASURE HH - 55% Required to pass

BONDS - YES	256,983	60.64%
BONDS - NO	166,782	39.36%
Total	**423,765**	

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT - MEASURE SW - 55% Required to pass

BONDS - YES	108,970	59.03%
BONDS - NO	75,636	40.97%
Total	**184,606**	

BONSALL UNIFIED SCHOOL DISTRICT - MEASURE V - 55% Required to pass

BONDS - NO	5,536	51.96%
BONDS - YES	5,119	48.04%
Total	**10,655**	

RAMONA UNIFIED SCHOOL DISTRICT - MEASURE GG - 55% Required to pass

BONDS - NO	10,139	54.51%
BONDS - YES	8,460	45.49%
Total	**18,599**	

SAN MARCOS UNIFIED SCHOOL DISTRICT - MEASURE JJ - 55% Required to pass

BONDS - YES	32,919	57.77%
BONDS - NO	24,064	42.23%
Total	**56,983**	

VALLEY CENTER-PAUMA UNIFIED SCHOOL DISTRICT - MEASURE SS - 55% Required to pass

BONDS - NO	7,243	53.00%
BONDS - YES	6,422	47.00%
Total	**13,665**	

WARNER UNIFIED SCHOOL DISTRICT - MEASURE TT - 55% Required to pass

BONDS - YES	716	63.36%
BONDS - NO	414	36.64%
Total	**1,130**	

FALLBROOK UNION HIGH SCHOOL DISTRICT - MEASURE BB - 55% Required to pass

BONDS - NO	10,870	50.25%
BONDS - YES	10,761	49.75%
Total	**21,631**	

SWEETWATER UNION HIGH SCHOOL DISTRICT - MEASURE RR - 55% Required to pass

BONDS - YES	107,629	61.14%
BONDS - NO	68,400	38.86%
Total	**176,029**	

ALPINE UNION SCHOOL DISTRICT - MEASURE U - 55% Required to pass

BONDS - NO	6,356	60.63%
BONDS - YES	4,127	39.37%
Total	**10,483**	

CAJON VALLEY UNION SCHOOL DISTRICT - MEASURE W - 55% Required to pass

BONDS - YES	31,992	52.30%
BONDS - NO	29,182	47.70%
Total	**61,174**	

CHULA VISTA ELEMENTARY SCHOOL DISTRICT - MEASURE AA - 55% Required to pass

BONDS - YES	76,517	61.72%
BONDS - NO	47,459	38.28%
Total	**123,976**	

DEHESA SCHOOL DISTRICT - MEASURE Y - 55% Required to pass

BONDS - NO	774	60.28%
BONDS - YES	510	39.72%
Total	**1,284**	

ENCINITAS UNION SCHOOL DISTRICT - MEASURE Z - 55% Required to pass

BONDS - YES	24,167	56.84%
BONDS - NO	18,347	43.16%
Total	**42,514**	

LEMON GROVE SCHOOL DISTRICT - MEASURE CC - 55% Required to pass

BONDS - YES	8,445	62.54%
BONDS - NO	5,058	37.46%
Total	**13,503**	

LEMON GROVE SCHOOL DISTRICT - MEASURE EE - 55% Required to pass

BONDS - YES	8,743	64.49%
BONDS - NO	4,814	35.51%
Total	**13,557**	

SAN YSIDRO SCHOOL DISTRICT - MEASURE KK - 55% Required to pass

BONDS - YES	3,554	63.91%
BONDS - NO	2,007	36.09%
Total	**5,561**	

SAN YSIDRO SCHOOL DISTRICT - MEASURE LL - 55% Required to pass

BONDS - YES	3,537	63.36%
BONDS - NO	2,045	36.64%
Total	**5,582**	

SAN YSIDRO SCHOOL DISTRICT - MEASURE MM - 55% Required to pass

BONDS - YES	4,977	77.95%
BONDS - NO	1,408	22.05%
Total	**6,385**	

SANTEE SCHOOL DISTRICT - MEASURE NN - 55% Required to pass

BONDS - YES	15,580	52.38%
BONDS - NO	14,167	47.62%
Total	**29,747**	

SOUTH BAY UNION SCHOOL DISTRICT - MEASURE PP - 55% Required to pass

BONDS - YES	16,034	66.00%
BONDS - NO	8,259	34.00%
Total	**24,293**	

SOUTH BAY UNION SCHOOL DISTRICT - MEASURE QQ - 55% Required to pass

BONDS - YES	16,523	67.64%
BONDS - NO	7,906	32.36%
Total	**24,429**	

AGENDA REPORT

Department: **Planning**
Prepared by: **David Welch, Associate Planner**
Meeting Date: **Tuesday, December 10, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Notice of Decision – Planning Commission Denial of a Conditional Use Permit (CUP) and Zone Variance (ZV) for a New Gasoline Service Station Development to be Located on a Vacant Property at Sweetwater Road and Orange Street

RECOMMENDATION:
Staff Recommended Approval of the Proposed Development Requesting a New Gasoline Service Station, Convenience Store with Off-Sale Alcohol (ABC Type-21), Drive-Through Car Wash, Drive-Through Eating Place, and Five Residential Units, Subject to the Recommended Conditions in the Draft Resolution and a Determination that the Project is Exempt from CEQA. The Requested Uses are Conditionally Allowed within the Major Mixed-Use District (MXD-2) and the Project can be Found Consistent with the General Plan and Land Use Code with the Approval of the Requested Zone Variance.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
On November 18, 2024, the Planning Commission voted to continue the item for additional review time for staff. At the subsequent meeting on December 2, 2024, a public hearing was held and the Planning Commission voted to deny the CUP and ZV request by a vote of 4-2 of those present (Planning Commission Resolution No. 2024-20).

Ayes: Armenta, Castle, Forman, Miller Nays: Quinones, Sanchez Absent: Valenzuela

EXPLANATION:
The applicant proposes to construct an 11,478 square-foot building that includes a convenience store, drive-through eating place, and five residential units in conjunction with a new gasoline service station on an approximately 29,500 square-foot vacant property. A drive-through automated car wash is also proposed with the service station. Off-sale alcohol (ABC Type-21) for beer, wine, and distilled spirits is requested for the convenience store. A Zone Variance is also requested for a deviation from the maximum driveway width, minimum street wall requirements, and the minimum setback for parking spaces.

The attached Planning Commission Staff Report (Exhibit B) provides further information and analysis of the proposed development as well as a draft resolution with proposed conditions of approval. At the Planning Commission meeting, 41 community members registered an opinion of the proposal (37 in opposition and four in support), with 26 speakers raising concerns related to public safety, air pollution, public nuisance, and public convenience and necessity for the sale of alcoholic beverages for off-site consumption. The resolution adopted by the Planning Commission recommended denial of the project based on the above-mentioned findings.

FINANCIAL STATEMENT:
An application fee of $3,700 was paid with the submittal of the subject CUP. An additional application fee of $3,700 was paid for the submittal of the ZV request. Fees are anticipated to cover the cost of staff review time and processing of the permit. Approval of the CUP and ZV will lead to redevelopment of the property, which will be subject to building permit and impact fees.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. In-Fill Development Projects. CCR 15332.

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Planning Commission Resolution No. 2024-20
Exhibit B – Planning Commission Staff Report and Attachments
Exhibit C – 12/2/24 Planning Commission PowerPoint slides

RESOLUTION NO. 2024-20

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR A PROPOSED DEVELOPMENT COMPRISED OF A NEW SERVICE STATION, CONVENIENCE STORE WITH REQUEST FOR OFF-SALE ALCOHOL (ABC TYPE-21), DRIVE-THROUGH CAR WASH, DRIVE-THROUGH EATING PLACE, AND FIVE RESIDENTIAL UNITS WITH A ZONE VARIANCE REQUEST RELATED TO MAXIMUM DRIVEWAY WIDTH, MINIMIUM STREET WALL, AND THE LOCATION OF PARKING SPACES, TO BE LOCATED ON VACANT PROPERTIES ON THE NORTH SIDE OF SWEETWATER ROAD BETWEEN OLIVE STREET AND ORANGE STREET.
CASE FILE NO. 2024-08 CUP, ZV
APNS: 563-252-12-00, 563-252-13-00, 563-252-14-00, AND 563-252-23-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a proposed development comprised of a new service station, convenience store with request for off-sale alcohol (ABC Type-21), drive-through car wash, drive-through eating place, and five residential units with a Zone Variance request related to maximum driveway width, minimum street wall and the location of parking spaces, to be located on vacant properties on the north side of Sweetwater Road, between Olive Street and Orange Street, at a duly advertised public hearing held on December 2, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2024-08 CUP, ZV maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on December 2, 2024, support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the intensity of development of the site may result in public safety

concerns related to traffic, both passenger vehicles and commercial fuel trucks, the sale of alcoholic beverages for off-site consumption, which may result in an increased propensity for over-consumption in an area already over-concentrated with outlets, and an increase in calls for service related to public safety in an area served by multiple jurisdictions.

2. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed operation of a gasoline service station may result in the emission of hazardous fumes or noxious odors, which would be in close proximity to residential uses both on-site and off-site. The increase in traffic, as anticipated by the Local Transportation Analysis, may also result in diminished air quality in the vicinity of the site.

3. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed development is comprised of uses that may create public nuisances including, but not limited to, the operation of a drive-through automated car wash and drive-through eating place that may produce excessive noise, general nuisances related to over-consumption of alcohol as mentioned above, and the potential for noxious odors related to the sale of gasoline.

4. Based on the above findings, public convenience and necessity will not be served by the off-site sale of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council for review. The City Council may, at that meeting, decide to review the Planning Commission's decision and set the matter for a public hearing.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final following City Council review and thirty (30) days following the Planning Commission's decision, unless an appeal is filed in writing with the City Clerk.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of December 2, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

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

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (INFILL-DEVELOPMENT PROJECTS) AND CONDITIONAL USE PERMIT FOR A PROPOSED DEVELOPMENT COMPRISED OF A NEW SERVICE STATION, CONVENIENCE STORE WITH REQUEST FOR OFF-SALE ALCOHOL (ABC TYPE-21), DRIVE-THROUGH CAR WASH, DRIVE-THROUGH EATING PLACE, AND FIVE RESIDENTIAL UNITS WITH A ZONE VARIANCE REQUEST RELATED TO MAXIMUM DRIVEWAY WIDTH, MINIMUM STREET WALL, AND THE LOCATION OF PARKING SPACES, TO BE LOCATED ON VACANT PROPERTIES ON THE NORTH SIDE OF SWEETWATER ROAD BETWEEN OLIVE STREET AND ORANGE STREET.
Case File No.:	2024-08 CUP ZV
Location:	2311 Sweetwater Road and 3320-3336 Orange Street
Assessor's Parcel Nos.:	563-252-12-00, 563-252-13-00, 563-252-14-00, and 563-252-23-00
Staff report by:	David Welch, Associate Planner
Applicant:	Highland Avenue Property Investments, LLC
Zoning designation:	Major Mixed-Use District (MXD-2)
Adjacent use and zoning:	
North:	Single-Family Attached Residential / County of San Diego
East:	Residential and Convenience Store across Orange St. / Small Lot Residential (RS-2), MXD-2, and County of San Diego

South:	Caltrans Right-of-Way across Sweetwater Rd. / Open Space (OS), MXD-2
West:	Single-Family Residential / MXD-2
Environmental review:	Categorically exempt from environmental review pursuant to Class 32, Section 15332 (In-Fill Development Projects)
Staff recommendation:	Approve

Staff Recommendation

Staff recommends approval of the proposed development requesting a new gasoline service station, convenience store with off-sale alcohol (ABC Type 21), drive-through car wash, drive-through eating place, and five residential units, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The requested uses are conditionally-allowed within the Major Mixed-Use District (MXD-2) and the project is consistent with the General Plan and Land Use Code (LUC) with the approval of the requested Zone Variance (ZV).

Executive Summary

The applicant proposes to construct an 11,478 square-foot building that includes a convenience store, drive-through eating place, and five residential units in conjunction with a new gasoline service station on an approximately 29,500 square-foot vacant property. A drive-through automated car wash is also proposed with the service station. Off-sale alcohol (ABC Type-21) for beer, wine, and distilled spirits is requested for the convenience store. A Zone Variance is also requested for a deviation from the maximum driveway width, minimum street wall requirements, and the minimum setback for parking spaces.

Site Characteristics

The project is located on a 0.68-acre property comprised of four vacant lots located at the corner of Sweetwater Road and Orange Street. The site was previously annexed and rezoned to the MXD-2 district and a proposed commercial retail use and drive-through was also originally approved. After the original approval expired, another Conditional Use Permit for a similar drive-through project was approved in 2022. Unlike the previously approved projects, the current proposal does not include an adjacent single-family lot addressed 2305 Sweetwater Road. The site is relatively flat and would require minimal grading to develop. However, the shape of the lot is triangular with a depth of approximately 203 feet on the eastern side of the property and a depth of just under 80 feet on the western side of the property. The overall width is approximately 201 feet.

To the north, there are single-family residences located in the County of San Diego. The northern portion of the street frontage along Orange Street is abutting the County of San Diego and single-family homes across the street. The remaining frontage is across the street from properties in National City, which are currently zoned Small Lot Residential (RS-2) and MXD-2. The property zoned

MXD-2 to the east is occupied by a 7-11 convenience store. To the south, across Sweetwater Road, is Caltrans right-of-way occupied by the interchange of Interstate 805 and State Highway 54. Directly east of the site is the single-family home at 2305 Sweetwater Road. Additionally, the Sweetwater Road frontage includes newly-installed separated bike lanes on the north side of the right-of-way as well as a HAWK pedestrian crossing to access the bus stop on the south side of the road.

Proposed Use

The project proposes multiple uses of the property including a gasoline service station, convenience store, drive-through eating place, automated drive-through car wash, and residential units. Off-sale alcohol is also requested for the convenience store. Of these uses, the approval of a Conditional Use Permit (CUP) is required for the service station and convenience store, the sale of alcoholic beverages, and the drive-through. The zoning of the property, MXD-2, permits mixed-use developments and, specifically, the individual uses requested for this development.

The gasoline service station is proposed to have six double-sided fuel pumps (12 fueling stations). The fuel pump island would also serve to provide a total of 12 parking spaces. This use is subject to specific requirements in Section 18.30.190 of the LUC, which will be discussed in the subsequent section. Accessory to the service station is the proposed 900 square-foot automated car wash, which will be accessed from the southeast corner of the property. The fuel pumps and car wash are proposed to operate 24 hours daily. The variances requested by the applicant are largely related to the proposed service station use. The requests include a deviation from the maximum driveway width to allow 40-foot driveway entrances, a deviation from the minimum street wall requirement, and a deviation from the minimum setback requirement for parking space. A service station requires access for semi-trucks to deliver fuel and more “open air” space for the fuel pumps, which leads to a development style that is different than what is ordinarily permitted within the zone.

The convenience store is proposed within a 3,329 square-foot retail space in a new 14,932 square-foot building to the west of the fuel pumps. The building will also have 4,658 square-foot basement level that can be used for storage. The proposed hours of operation for the convenience store are 24 hours daily. Alcohol sales, however, are proposed from 6:00 a.m. to 2:00 a.m. daily. The applicant is requesting an ABC Type 21 license, which allows for the sale of

beer, wine, and distilled spirits for off-site consumption. Additional requirements related to the sale of alcohol beverages will be discussed in the subsequent section.

A drive-through lane is proposed to wrap around the western side of the proposed commercial building and serve a 1,297 square-foot suite that will house a restaurant or coffee shop. This suite will also have access from the Sweetwater frontage in conformance with the frontage standards of the MXD-2 zone. Additional requirements for drive-through lanes are discussed later in this report. The proposed queuing capacity of the drive-through lane is 12 vehicles.

Finally, the applicant proposed to construct five residential units on the second and third floors of the proposed building with the retail uses. Residential units are a permitted use and do not require discretionary approval. The total parking requirement for the proposed development is increased to 23 spaces with the provision of these units. During the review process, the applicant modified the proposed residential portion of the building to comply with to the height requirements of the zone.

Analysis

The applicant is proposing a development that requires the discretionary approval of seven separate requests. Each request should be considered independently for findings of consistency with the City's General Plan and Land Use Code.

General Plan

The proposed project contributes new commercial activity and infill development, which is encouraged by the General Plan:

> ***Policy LU 5.3:*** *Encourage businesses to employ National City residents and support efforts to reduce local unemployment*.
>
> ***Policy LU 5.4:*** *Encourage and incentivize strategic adaptive reuse and infill development of vacant land in commercial and mixed-use areas*.

The proposal is for the development of a currently vacant site with a mixed-use project providing a variety of commercial offerings as well as additional housing units. The new businesses will introduce additional job opportunities to the area

with seven employees at the new convenience store and service station and further employment at the future drive-through business.

The General Plan Land Use map designates the property a Major Mixed-Use, which allows up to 75 dwelling units per acre. The applicant's proposal only includes a residential density of 7.4 dwelling units per acre.

Land Use Code

In addition to specific code sections that will be discussed below, the project has been reviewed for conformance with the requirements of the MXD-2 zone and general development standards found in the LUC. The project meets all applicable standards, with the exception of the requested variances and some general requirements that will be included as conditions of approval. As previously mentioned, the proposed project is well below the maximum residential density of 75 dwelling units per acre and the maximum floor area ratio of 3.5 (less than 1.0 proposed). The project qualifies as a mixed-use development and is permitted to have additional floor area and reduced parking minimums. Thirty parking spaces are provided within the development, even though only 23 are required. While the project largely complies with the design standards of the zone, a condition of approval is included to ensure it is constructed in compliance with minimum transparency and frontage standards. Additional conditions require compliance with Chapters 18.44 – Landscaping and 18.46 – Outdoor Lighting of the LUC.

Service Stations

Section 18.30.190 of the LUC allows for service stations and convenience stores with gasoline pumps with an approved Conditional Use Permit (CUP). Additional requirements for service stations include site planning standards, screening, building design standards, landscaping, and operational standards.

Site Planning Standards - A service station requires a minimum of one hundred feet of street frontage and a minimum site area of fifteen thousand feet. The site has approximately 431 feet of frontage with a lot area of 29,455 square feet. Site planning standards encourage the fuel pump islands to be screened by the main building structure and that the convenience store be placed at the street frontage with display windows along the side walk to encourage pedestrian use. The shape of the site, as well as the additional drive-through uses, make it impractical to move the fuel pumps behind the proposed building. In addition, there are residences adjacent to the property in the location encouraged by the code. The

proposed development includes another commercial business along the street frontage and the convenience store is easily accessible via an internal sidewalk. Additional standards related to curb cuts for service stations are being met.

Screening - A masonry screening wall, not less than five feet and no more than six feet in height is required along lot lines adjoining residential zones. The applicant has proposed a seven-foot high masonry wall. A condition of approval has been added to reduce the proposed wall height to six feet.

Building Fronts - The design of the proposed development is subject to the requirements of the MXD-2 zone as well as design requirements for service stations. The proposed development complies with these requirements through a consistent design scheme and architectural details.

Landscaping - The code has a general requirement that ten percent of the gross site area shall be landscaping. The development proposes approximately 14% of the land area to be devoted to landscaping.

Use Regulations and other standards - The LUC has use regulations for service stations related to automotive service and repair, fuel pumps, product display, and lighting. Most of these regulations are not applicable because the applicant is not proposing any automotive service or repair with the project. Conditions of approval have been added to ensure compliance with these various regulations.

Noise – According to the Noise and Nuisance Element of the City's General Plan, the ambient noise levels from traffic at the subject site are approximately 70-75 dB(A). Proposed projects in areas with high ambient noise levels are required to conduct a noise study to determine if a project can comply with a maximum of level of 45 dB(A) for habitable spaces. Due to the inclusion of residential units with the proposed project, a noise study is required as a condition of approval for conformance with residential standards due to the high ambient noise levels as well as the proposed uses for the site (drive-through business and automated car wash). In addition, an additional condition has been included addressing the hours of operation of the automated car wash. Staff is recommending that the hours of operation be restricted to the hours for which lesser noise levels are permitted near residential uses (10:00 p.m. to 7:00 a.m.) in Title 12 of the National City Municipal Code.

Alcohol Sales

Section 18.30.050 of the LUC allows for off-site alcohol sales with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the City. The applicant is proposing to sell beer, wine, and distilled spirits for off-site consumption in the convenience store. A condition of approval for the hours of alcohol sales reflects what the applicant has requested (6:00 a.m. to 2:00 a.m. daily). The store will be in operation 24 hours a day.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 168 occupants and owners. The notice included information on all the requests of this application and is provided as Attachment 4. At the time of the writing of this report, no public comments have been received for this item.

Community Meeting - Pursuant to Section 18.30.050.C of the LUC, a community meeting was held on Thursday, August 28, 2024 at 5:30 p.m. at the National City Chamber of Commerce. The meeting advertisement is attached (Attachment 8). Per the applicant, one husband and wife attended the meeting and had no comments.

Distance Requirements – Per Section 18.30.050.D.5 of the LUC, no minimum distances from schools or other uses are required for convenience stores when alcohol sales are an accessory use. In addition, no schools are within the minimum distance of 660 feet.

Alcohol Sales Concentration/Location - According to the California Department of Alcoholic Beverage Control (ABC), there are four off-site license in census tract 122, where a maximum of two are recommended. Therefore, the census tract is considered to be over concentrated by ABC with regard to off-site alcohol sales outlets. The area along Sweetwater Road, east of N. 2nd Avenue, along with unincorporated Lincoln Acres, is included in Census Tract 122.

Police Department (PD) - The ABC Risk Assessment provided by PD allocated a total of 13 points, which places it in the Medium Risk category (Medium Risk is considered 13 to 18 points). The Risk Assessment is included as Attachment 6.

Institute for Public Strategies (IPS) - Comments were received from IPS with the following considerations:

1. Consider the issuance of a Type 20 license rather than Type 21. The ability to purchase alcohol at service stations may increase the opportunity for consumption while operating a vehicle.
2. Require that staff, management, and owner attend an in-person Responsible Beverage Sales and Service training. See the California Alcoholic Beverage Control website for future trainings.
3. Adhere to ABC requirements on window transparency.
4. Post required signage in English and Spanish.
5. Post signage related to open containers on the premises and loitering.

The license type being requested by the applicant is ABC Type-21. The applicant would need to modify their request with ABC as well as the City to obtain a Type-20 license. The other considerations have been incorporated as conditions of approval.

Standard conditions of approval are included in the report in compliance with City Council Policy 707. IPS comments are included as Attachment 7.

Drive-Through Businesses

Section 18.41.020.C of the LUC, has specific requirements for drive-through business. This section also states a CUP is required for a drive-through lane. The three requirements include:

- Minimum queuing distances (established by CUP).
- Minimum 25-foot interior turning radius for drive-through aisles.
- Location requirements for the drive-through window and landscaping

A Local Transportation Analysis was completed for the project, a portion of which studied the queuing of the proposed drive-through lane and automated car wash. Two separate case studies were used. The drive-through lane at a similar development located at 5494 Mission Center Road in the City of San Diego was used, which serves a drive-through only Starbucks coffee shop attached to a gasoline service station's convenience store. The maximum queue at this location was 12 vehicles. The proposed project has capacity for 12 queuing vehicles and is expected to have sufficient room. A second study was conducted at a car wash facility located on a gasoline service station property at 1803

Highland Avenue in National City. This study observed a maximum queue of three vehicles. The applicant modified their plans to provide sufficient queuing space for the proposed car wash by shifting the entrance to the south side of the property.

The two drive-through lanes proposed for the project have been reviewed by the Engineering Department. The drive-through lane serving the proposed coffee shop or eating place complies with minimum turning radius requirements and is exempt from additional landscaping requirements since it is not located between the building and the street frontage. The automated car wash is an accessory use to the service station and does not have the same impacts as a drive-through eating place since the selection menu is limited, no speaker system would be used, the volume of customers is relatively low as shown by queueing study, and the Engineering Department has already reviewed the proposed configuration. Staff does not consider this a drive-through business and, therefore, it would not be subject to additional requirements.

Traffic - The design of the proposed project places the drive-through lane at the back of the property and along the west side of the property on the west side of the property. A landscaped strip and masonry wall separates the drive-through lane from the adjacent property. A second drive-through lane for an automated car wash is located at the portion of the property closest to the intersection of Sweetwater Road and Orange Street. The car wash building is along the Orange Street frontage of the property. At the center of the property is a fuel pump island with 12 fueling stations, which is surrounded by the car wash, parking for residential units to the north, and a 14,932 square foot mixed-use building and parking to the west. Access to the site is from a two-way driveway on Orange Street and a two-way driveway on Sweetwater Road just east of the mixed-use building and adjacent row of parking. The configuration maximizes circulation on the property by creating a larger vehicle loop for the drive-through eating place that is served by a secondary exit and an internal loop served by wider two-way driveways that allows vehicles to access the fuel pumps, car wash entrance, and parking spaces. The applicant is also requesting wider drive-way entrances to reduce conflict with entering vehicles and fuel trucks. As previously mentioned, it is important to note the existing pedestrian and bicycle infrastructure on Sweetwater Road that would be impacted by this development.

The Local Transportation Analysis, Attachment 9, included a traffic impact analysis, which identified substantial effects from the proposed project. While

impacts were analyzed, the project was not subject to further study by the California Environmental Quality Act (CEQA) because no significant impact on Vehicle Miles Traveled (VMT) were found. The threshold for VMT impacts for a similar development is a project with at least 50,000 square feet of proposed commercial floor area. The basis for the project's traffic impacts is the anticipated trip generation. The analysis found that the project will generate a total of 2,743 daily trips with 195 AM peak hour trips and 231 PM peak hour trips. Of these 1,961 daily trips are Primary trips as opposed to Pass-By. Primary trips are those that are new to the street system as opposed to vehicles that are already circulating within the adjacent street network.

A Signal Warrant Analysis was included in the Local Transportation Analysis to study the need to upgrade the intersection of the Sweetwater Road and Orange Street with a traffic signal. The findings were significant. The level of delay within the existing conditions with the proposed project would be 23.7 seconds or Level of Service (LOS) C during the AM and 42.5 seconds or LOS E during the PM. In stark contrast, the intersection would operate at a LOS A for both periods with less than 10 second delay if a signal was introduced. The Local Transportation Analysis concluded that a traffic signal is warranted and that the applicant should pay a fair share of 70% the cost of removing the existing HAWK pedestrian crossing and installing a traffic signal at the Sweetwater Road and Orange Street intersection. In addition, the applicant is recommended to demo and reconstruct the existing bicycle infrastructure to provide driveway access to the site. These recommendations are included in the conditions of approval.

Noise - Noise issues related to drive-through businesses are usually related to vehicle queuing and ordering windows/speakers. Recent approvals for drive-through businesses have required noise-attenuating speakers at the ordering window, which is addressed in the conditions of approval. The Planning Commission may consider restrictions on the hours of operation of the business, which is proposing up to 24-hour a day operation. There are other 24 hour drive-through businesses currently operating within National City such as the Jack in the Box locations on Highland Avenue and East Plaza Boulevard as well as the under-construction Dutch Bros coffee shop. However, because of the ambient noise in the area due to the adjacent freeways, the speaker noise is not expected to be an issue.

Zone Variance

The MXD-2 zone supports the creation of mixed-use districts that serve as primary activity centers in the City, which are intended to function as twenty-four-hour neighborhoods for residents, workers, and visitors. Having a variety of uses in close proximity can have the effect of reducing car dependency. Development standards within this zone are intended to encourage developments with a sense of place, pedestrian-oriented environment, and accommodations for all modes of transportation. The proposed development, comprised of permitted uses in the MXD-2 zone, is unable to fully conform to the standards of this zone. The applicant has requested a Zone Variance for three requirements specific to the MXD-2 zone. The requests include:

- A deviation from the maximum two-way driveway width of 25 feet to allow for 40-foot driveway entrances.
- A deviation from the minimum street wall requirement of 75%. The street wall calculation in the MXD-2 zone is the percentage of street frontage with a building face constructed within 10 feet (the maximum setback) of the property line.
- A deviation from the 40-foot minimum parking setback adjacent to a street.

For the granting of a variance the following findings shall be made:

1. The variance shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of Title 18 deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.
2. Any variance granted shall be subject to such conditions as will assure the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.
3. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property.

Drive-through businesses, gasoline service stations, and car washes are difficult to design in a manner that provides an environment that encourages a pedestrian-friendly urban district and the applicant is proposing all these uses. It is possible to design a project for these uses that conforms to all the standards of

the zone, but the subject property is of a size and shape reduces the ability to meet required standards. On the eastern portion of the site the street frontage along Orange Street is approximately 203 feet, which is sufficient depth for the type of development the applicant is proposing. However, along Sweetwater Road the approximately 228 feet of frontage tapers down to the western side of the site where the depth of the site is just under 80 feet. The proposed development's fuel pumps and canopy require a sufficiently large rectangular area that allows for vehicles to park while pumping gas and to circulate around the pumps. For this reason, the applicant's proposed location of the fuel pumps is the only reasonable placement on the site without reducing the number of available pumps. The proposed layout is further cemented by the request to include a drive-through lane with sufficient queuing space, which is accomplished by wrapping the lane around the back and western side of the property. The mixed-use building follows the standards of the MXD-2 zone, but it only occupies a portion of the site. The remainder of the space on the site is taken up by the car wash use.

The first variance request, to allow for two 40-foot driveway entrances, is related to the provision of adequate ingress and egress of fuel and other delivery trucks. Since the trucks are longer that standard passenger vehicles, their turning radius will be wider when entering and leaving the site. Without sufficient space there could be conflict with other entering or existing vehicles. There could also be issues with trucks cutting across a curb and damaging landscaping if they do not have proper maneuvering room. On a much larger site, the applicant could possibly provide an entrance specifically for trucks and longer driveway approaches to allow the trucks to exit without making a tight turn, but these options are not feasible on a 29,455 square-foot triangular property. Furthermore, the Sweetwater Road driveway is entering the roadway at an acute angle, exacerbating the potential for conflict while turning. Most service stations in National City were developed prior to the maximum driveway width requirement. Two such uses are established in the MXD-2 zone, Gas King at 3009 Highland Avenue and Shell at 1606 East Plaza Boulevard; both have at least one existing driveway entrance exceeding 40 feet in width. Gasoline service stations are typically dispersed and there is not a location within the same zone and in the vicinity of the proposed project. The use is permitted in the zone with approval of a CUP.

The second request is to deviate from the minimum street wall requirements of the MXD-2 zone. In order to meet this requirement, the bulk of the structures

would need to be located along the site's two street frontages along Sweetwater Road and Orange Street. In this instance, as discussed above, a large portion of the site is dedicated to a structure, (fuel pump island) that could not contribute to the street wall. On a larger or more rectangular property, the fuel pump island could be located behind the convenience store building as the LUC encourages. However, there is not sufficient lot depth, especially on the western portion of the property to accomplish this. The applicant's site layout provides some street wall with the proposed commercial building and the car wash building, but the 75% requirement is not met. The majority of existing commercial and mixed-use developments in the MXD-2 zone, which was established in 2012, do not meet the 75% street wall requirement. As discussed previously, the proposed uses in the development are permitted with the approval of a CUP.

The third request is to deviate from the 40-foot setback for parking areas. This requirement is intended to ensure that parking areas are located in the rear of properties to create quality urban or pedestrian-oriented developments within the City. As discussed previously, the size and shape of the site make it impractical to develop the fuel pump island behind the proposed mixed-use building. For this reason, the parking area is configured around the sides of the building and driveways circling the fuel pump island. The intent of the 40-foot setback is compromised by the layout of the site since it is impractical to construct buildings in front of the parking spaces, particularly with a triangular lot. The proposed spaces will also be partially screened by landscaping. As with the other variance requests, most commercial development in the MXD-2 zone precedes the setback requirement and has parking spaces within 40 feet of street-facing property lines. The proposed uses are permitted within the zone, as previously discussed.

Comments

Comments were received from the Engineering Department, Fire Department, and Sweetwater Authority related to the development of the property. The Police Department and Institute for Public Strategies also provided comments on the request for off-site alcohol sales. The comments regarding alcohol have been previously discussed. The Engineering Department provided standard comments related to grading, storm water, land development, and right-of-way improvements. In addition, per the findings in the Local Transportation Analysis additional review will be needed for the required right-of-way improvements discussed in the study, which are also added as conditions of approval. The Fire Department provided standard comments related to the California Fire Code and

fire access roads. The applicant is providing additional access at the request of the Fire Marshal on the property to the immediate west. The comments from Sweetwater Authority discussed the provision of service as related to the multiple parcels on site and right-of-way. The applicant will need to provide detailed plans to Sweetwater Authority once the design progresses. A condition of approval requiring a lot merger will also alleviate concerns with service provision. All comments are attached as conditions of approval in the draft resolution.

Findings for Approval

There are standard findings of approval for the requested Conditional Use Permit (CUP) as well as additional findings related to the sale of alcohol and specific findings related to the approval of a Zone Variance (ZV). The following are the standard findings for CUPs:

1. Allowable Use: The proposed uses are permitted within the Major, Mixed-Use District (MXD-2) zone, pursuant to a CUP, and the proposed uses meet the required guidelines in the Land Use Code (LUC) for service stations, drive-through eating places, and alcohol sales with the approval of a Zone Variance (ZV), as discussed in the staff report. The property is currently vacant and may be developed with the proposed mixed-use project.

2. General Plan Consistency: The proposed uses are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, the mixed-use project with service station, drive-through eating place, and alcohol sales is consistent with the Major Mixed-Use zone land use designation and the Community Character element of the General Plan.

3. Compatibility, LUC, and Traffic: The project, as discussed in the staff report, conforms with the development standards of the MXD-2 with the approval of the requested ZV as well as the guidelines related to the specific uses of service stations, drive-through lanes, and alcohol sales. Regulations within the LUC are intended to ensure compatibility with the surrounding area. In addition, a Local Transportation Analysis was submitted and approved with requirements for off-site improvements that will alleviate the impacts of increased traffic from the proposed development.

4. Suitability: The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the site is largely flat with minimal grading required, it is located in an urbanized area with access to services and utilities, and the project will be reviewed for compliance with applicable codes related to building and fire safety prior to the development of the lot.

5. No Nuisance: The proposed uses will be subject to conditions that limit the sale of beer, wine, and distilled spirits for off-site consumption as well as the hours that it will be available. All staff members that sell alcohol are required to receive RBSS training. Additional conditions of approval related to the proposed uses will ensure the project adequately addresses concerns related to noise, traffic, and exterior lighting.

6. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 32, Section 15332 (In-Fill Development Projects) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit and Zone Variance. With the approval of a Zone Variance, this project can be found to be consistent with all applicable general plan policies as well as the regulations of the MXD-2 zone. The site is less than five acres and located in an urbanized area with no value as habitat for endangered, rare or threatened species. The project proposes a mixed-use development that will have no possibility for significant impacts relating to traffic, noise, air quality, or water quality with the approval of the subject conditions. The site can be adequately served by all required utilities and public services.

Additionally, the following finding is related to the sale of alcoholic beverages:

7. Public Convenience and Necessity: The convenience store, a permitted use in the Major Mixed-Use District zone, will benefit from the sale of alcoholic beverages for off-site consumption by providing for a wider diversity of commercial offerings in the area. Alcohol sales will also added to the viability of the proposed business.

Finally, the LUC contains three required finding for the granting of a Zone Variance:

8. The variance shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of Title 18 deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification: The project is proposed for a property with a size and shape that is insufficient for conformance with requirements related to maximum driveway width, minimum constructed street wall, and minimum parking setbacks. The property is 0.68 acres in size and has a width of approximately 201 feet. However, the depth of the site tapers significantly from 203 feet along Orange Street to approximately 80 feet on the western lot line of the property creating a special circumstance. As discussed in the staff report, the size and shape of the lot impacts the ability for the applicant to provide a compliant site design with the above requirements.

9. Any variance granted shall be subject to such conditions as will assure the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated: The requirements the applicant requests relief from were established with the MXD-2 zone in 2012. Existing service station developments within this zone exceed the maximum driveway requirement of the zone and most mixed-use or commercial development does not meet either the minimum street wall or parking setbacks of the zone. The requested variances will not result in the granting of a special privilege and conditions of approval will ensure that the resulting development will be constructed and operate in a manner consistent with the surrounding area.

10. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property: The proposed uses of the property are permitted in the MXD-2 zone with the approval of a CUP. A CUP, with conditions applicable to the requested uses, is included with this development proposal and the variance would not be approved without the approval of one or more of the proposed uses of the site.

Conditions of Approval

Standard Conditions of Approval have been included with this permit as well as conditions specific to the use regulations pertaining to the operation of a service station and drive-through business. Conditions related to off-site alcohol sales

per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.) are also included. Several application-specific conditions have been discussed in the staff report and can be reviewed in the attached draft resolution.

Summary

The proposed uses are consistent with the General Plan due to gasoline service stations, drive-through lanes, and convenience stores selling alcoholic beverage for off-site consumption being conditionally-allowed uses in Major Mixed-Use District zone. Other uses proposed for this site, including five residential units and an automated car wash, are permitted in the zone. Alcohol sales and the operation of the car wash are considered incidental or accessory uses to the convenience store and service station. With the approval of the applicant's requested zone variances and the attached conditions of approval, the project can be found in compliance with all development regulations pertaining to the proposed uses in the Land Use Code. Specific conditions related to traffic and the requirement to make right-of-way improvements, noise, and lighting will also ensure the proposed development operates in harmony with the surrounding area. Staff encourages the Planning Commission to consider each request made by the applicant on their individual merits. It is within the purview of the Planning Commission to approve all or some to the requests, or deny the project as a whole, if appropriate findings can be made.

Options

1. Find the project exempt from CEQA under Class 32 of the CEQA Guidelines Section 15332 or other exemption and approve 2024-08 CUP, ZV, subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project exempt from CEQA under Class 32 of the CEQA Guidelines Section 15332 or other exemption and partially approve 2024-08 CUP, ZV, subject to conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, and other findings to be determined by the Planning Commission: or,

3. Find the project not exempt from CEQA and/or deny 2024-08 CUP, ZV based on the attached findings or findings to be determined by the Planning Commission; or,

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

Attachments

1. Draft Resolution
2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2024-08 CUP ZV, dated 11/13/2024)
4. Public Hearing Notice (Sent to 168 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. IPS Comments
8. Community Meeting Information
9. Local Transportation Analysis

RESOLUTION NO. 2024-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (INFILL-DEVELOPMENT PROJECTS) AND CONDITIONAL USE PERMIT FOR A PROPOSED DEVELOPMENT COMPRISED OF A NEW SERVICE STATION, CONVENIENCE STORE WITH REQUEST FOR OFF-SALE ALCOHOL (ABC TYPE-21), DRIVE-THROUGH CAR WASH, DRIVE-THROUGH EATING PLACE, AND FIVE RESIDENTIAL UNITS WITH A ZONE VARIANCE REQUEST RELATED TO MAXIMUM DRIVEWAY WIDTH, MINIMIUM STREET WALL, AND THE LOCATION OF PARKING SPACES, TO BE LOCATED ON VACANT PROPERTIES ON THE NORTH SIDE OF SWEETWATER ROAD BETWEEN OLIVE STREET AND ORANGE STREET.
CASE FILE NO. 2024-08 CUP, ZV
APNS: 563-252-12-00, 563-252-13-00, 563-252-14-00, and 563-252-23-00

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a proposed development comprised of a new service station, convenience store with request for off-sale alcohol (ABC Type-21), drive-through car wash, drive-through eating place, and five residential units with a Zone Variance request related to maximum driveway width, minimum street wall and the location of parking spaces, to be located on vacant properties on the north side of Sweetwater Road, between Olive Street and Orange Street, at a duly advertised public hearing held on December 2, 2024, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2024-08 CUP, ZV maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on December 2, 2024, support the following findings:

Findings for Approval of the Conditional Use Permit

1. The proposed uses are permitted within the Major, Mixed-Use District (MXD-2) zone, pursuant to a CUP, and the proposed uses meet the required guidelines in the Land Use Code (LUC) for service stations, drive-through eating places, and alcohol sales with the approval of a Zone Variance (ZV), as discussed in the staff report. The property is currently vacant and may be developed with the proposed mixed-use project.

2. The proposed uses are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, the mixed-use project with service station, drive-through eating place, and alcohol sales is consistent with the Major, Mixed-Use zone land use designation and the Community Character element of the General Plan.

3. The project, as discussed in the staff report, conforms with the development standards of the MXD-2 with the approval of the requested ZV as well as the guidelines related to the specific uses of service stations, drive-through lanes, and alcohol sales. Regulations within the LUC are intended to ensure compatibility with the surrounding area. In addition, a Local Transportation Analysis was submitted and approved with requirements for off-site improvements that will alleviate the impacts of increased traffic from the proposed development.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the site is largely flat with minimal grading required, it is located in an urbanized area with access to services and utilities, and the project will be reviewed for compliance with applicable codes related to building and fire safety prior to the development of the lot.

5. The proposed uses will be subject to conditions that limit the sale of beer, wine, and distilled spirits for off-site consumption as well as the hours that it will be available. All staff members that sell alcohol are required to receive RBSS training. Additional conditions of approval related to the proposed uses will ensure the project adequately addresses concerns related to noise, traffic, and exterior lighting.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically

exempt from environmental review pursuant to Class 32, Section 15332 (In-Fill Development Projects) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit and Zone Variance. With the approval of a Zone Variance, this project can be found to be consistent with all applicable general plan policies as well as the regulations of the MXD-2 zone. The site is less than five acres and located in an urbanized area with no value as habitat for endangered, rare or threatened species. The project proposes a mixed-use development that will have no possibility for significant impacts relating to traffic, noise, air quality, or water quality with the approval of the subject conditions. The site can be adequately served by all required utilities and public services.

Additionally, the following findings are related to the sale of alcoholic beverages:

7. Public Convenience and Necessity: The convenience store, a permitted use in the Major Mixed-Use District zone, will benefit from the sale of alcoholic beverages for off-site consumption by providing for a wider diversity of commercial offerings in the area. Alcohol sales will also added to the viability of the proposed business.

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

Findings for Approval of the Zone Variance

1. The project is proposed for a property with a size and shape that is insufficient for conformance with requirements related to maximum driveway width, minimum constructed street wall, and minimum parking setbacks. The property is 0.68 acres in size and has a width of approximately 201 feet. However, the depth of the site tapers significantly from 203 feet along Orange Street to approximately 80 feet on the western lot line of the property creating a special circumstance. As discussed in the staff report, the size and shape of the lot impacts the ability for the applicant to provide a compliant site design with the above requirements.

2. The requirements the applicant requests relief from were established with the MXD-2 zone in 2012. Existing service station developments within this zone exceed the maximum driveway requirement of the zone and most mixed-use or commercial development does not meet either the minimum street wall or

parking setbacks of the zone. The requested variances will not result in the granting of a special privilege and conditions of approval will ensure that the resulting development will be constructed and operate in a manner consistent with the surrounding area.

3. The proposed uses of the property are permitted in the MXD-2 zone with the approval of a CUP. A CUP, with conditions applicable to the requested uses, is included with this development proposal and the variance would not be approved without the approval of one or more of the proposed uses of the site.

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

General

1. This Conditional Use Permit and Zone Variance authorizes the construction of a new service station, convenience store with request for off-sale alcohol (ABC Type-21), drive-through car wash, drive-through eating place, and five residential units with increased driveway width, reduced minimum street wall, and parking within the first 40 feet of the property, on vacant properties on the north side of Sweetwater Road, between Olive Street and Orange Street (Assessor Parcel Numbers 563-252-12-00, 563-252-13-00, 563-252-14-00, and 563-252-23-00). Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2024-08 CUP, ZC, dated 11/13/2024.
2. Before this *Conditional Use Permit* and *Zone Variance* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit* and *Zone Variance*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* and *Zone Variance* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. The portion of this Conditional Use Permit related to alcohol sales shall become null and void at such time as there is no longer a Type 21 California Department of Alcoholic Beverage Control license associated with the property.

4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit or relevant portions thereof shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Building

7. Plans submitted for demolition and construction improvements shall comply with the 2022 edition of the California Building, Mechanical, Electrical, Plumbing, Accessibility, Green, Energy and Fire Codes.

Engineering

A. Grading plans submitted for improvements shall contain the following data:
    a. North arrow with scale (min. 1” = 100’).
B. Boundaries shall be shown as follows:
    a. Fully dimensioned.
    b. Proposed as solid lines, existing as dashed lines.
    c. City/County boundaries identified.
    d. Approximate Curve Information – deltas, radii, lengths.
    e. Inundation lines for design flood.
C. Existing improvements shall be shown as follows:
    a. Highways, streets, roads – names, grades, widths, if private designated as such.
    b. Sidewalks, pavement, curbs, and gutters, street lights, driveways.
    c. Street Centerline data shall be used for all existing as well as proposed public improvements and utilities.
D. Utilities shall be shown as follows:
    a. Sewer – location, size, type, depth manholes.
    b. Water – location, size, type.
    c. Gas – location, size.
    d. Electrical, telephone, cable, TV lines – location, size, type, poles, overhead or underground.
    e. Water courses – widths, directions of flow.

f. Buildings/Structures – location with respect to lot lines.

g. Trees – groves, orchards and trees of trunk diameter 4" (10cm) or more shown.

h. Contours – maximum 5' (2m) interval.

i. Easements – location, purpose, size, public or private.

E. Proposed improvement plans shall include the following:

a. Sidewalks, curbs and gutters, driveways.

b. Sewers – location, size, type, manholes.

c. Drainage facilities.

d. Removal or relocation of existing buildings and location of any proposed buildings.

e. Removal of existing trees.

f. Grading – degree of slope, benches, retaining walls, pad elevations.

g. Easements – location, purpose, size, public or private.

F. Parcel information shall be provided as follows:

a. Approximate dimensions.

b. Net area of each parcel (acres or square feet).

G. The site plan shall be revised to show the following:

a. All existing foundations to be removed.

b. Existing contour lines.

c. Spot elevations.

9. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.

10. The Storm Water BMP Requirements Applicability Form I-1 and if required I-2 checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Division web site at http://www.nationalcityca.gov/city-government/engineering-public-works/engineering-division/online-services-forms-fees. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water

Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

11. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
12. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development. A Storm Water BMP Maintenance Agreement shall be executed and submitted to the Engineering Department for approval and recordation.
13. All existing and proposed curb inlet on property shall be provided with a “No Dumping” signage in accordance with the NPDES program.
14. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
15. The property owner(s) shall process a lot merger to merge the lots, APNs 563-252-1200, 563-252-1300, 563-252-1400, and 563-252-2300 into a single lot, due to the fact that the proposed buildings shall cross over the lot lines
16. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City’s standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
17. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be installed with a clean out two feet inside the property line. A sewer

stamp “S” shall be provided on the curb to mark the location of the lateral. A sewer district fee of $9,030.00 shall be paid.

18. Separate street and sewer plans prepared by Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.

19. A soils engineering report shall be submitted for the Engineering Department’s review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.

20. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.

21. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services. The bond and any remaining plan check/inspection fees after final approval of the project and the issue of a Certificate of Occupancy shall be returned. All required items shall have been completed including the As Built Drawing process, completing and submittal of the sewer lateral record card and the replacement of all missing or disturbed survey monuments to include benchmarks and street centerline monuments.

22. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

23. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
24. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically all sidewalk and curb and gutter along Orange Street, and Sweetwater Road.
25. The existing street improvements along the property frontage(s) shall be kept free from weed growth by the use of special weed killers, or other approved methods.
26. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
27. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
28. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
29. All on site electrical, telephone and similar distribution service wires for the new structure(s) shall be placed underground.
30. All recommendations contained in the Local Traffic Study LLG Ref. 3-22-3948, dated October 29, 2024 shall be designed, installed, and maintained to the satisfaction of the City Traffic Engineer, including the following:
    - Provide a fair share contribution of 70% to the cost of removing the existing HAWK system and installing a traffic signal at the Sweetwater Road / Orange Street intersection.
    - Demo and reconstruct the Class IV Cycle Track along the Project frontage of Sweetwater Road to provide driveway access to the site.

Fire

31. Plans submitted for construction shall be in compliance with the current editions of NFPA, CFC 2022 Edition, title 19 and local City of National City Municipal Codes.
32. Fire Sprinkler, Fire Alarm, Fire Protection Systems and Fire Underground plans are to be directly submitted to the National City Fire Department under separate permit for review and permitting. Fees along with 3 sets of plans including all “Cut Sheets and Calculations” shall be included upon submittal. Plan review shall be a 30-day plan review process or 21 working days. No over the counter plan reviews accomplished/no exceptions. It shall be unlawful to occupy any portion of the

building or structure until the required fire detection, alarm and suppression system have been tested and approved.

33. Fire apparatus access roads shall comply with the requirements of this section (Section 5 CFC 2022) and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. This comment shall apply to new residential structures.
34. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all weathered road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road; the minimum road width shall be 26 feet. A 28 foot turning radius is required for fire department access through site. All fire department access roads shall be painted and signed to prevent parking in these required designated emergency areas.
35. Grade of fire apparatus road shall be within the limits established (15% Grade) by the fire code official based on fire department's apparatus.
36. Buildings or portions of buildings or facilities exceeding 30 feet in height measured vertically from the centerline of the street adjacent to the project above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus.
37. On-site overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Fire access roads shall remain accessible for the largest apparatus operated by the Fire Department. Other obstructions shall be permitted to be placed with approval of the fire code official.
38. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official
39. Aerial fire apparatus roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
40. Fire hydrants to be located throughout the project as not to have a separation distance greater than 300 feet. Fire hydrants to be located within 300 feet of all

locations which are roadway accessible. (Measurement starts from nearest existing fire hydrant to project).

41. The following items pertain to fire hydrants:
    a) Size and location, including size and number of outlets and whether outlets are to be equipped with independent gate valves.
    b) Fire hydrant to be of three outlet design.
42. Provide calculation confirming flow availability to meet fire flow demands and supply large diameter hose (4-inch).
43. Fire hydrants to be marked by use of blue reflective marker in the roadway.
44. Upon submittal for an underground permit, the following shall be included:
    - Data sheet for Back-Flows.
    - Data sheets for Private and Commercial Hydrants.
    - Data sheet for Post Indicator Valves
45. Prior to the issuance of any building permits for this project, an easement for fire access in conformance with Exhibit A shall be recorded, a copy of which shall be provided to the Planning Division.

Planning

46. Plans submitted for construction shall be in conformance with Chapters 18.44 (Landscaping) and 18.46 (Outdoor Lighting) of the Land Use Code.
47. All required landscaping installed as part of this approval shall be maintained for the life of the project.
48. Masonry walls or fences screening the property from the adjacent residential zone shall not exceed six feet in height.
49. Use of the property shall be in compliance with Chapter 18.30.190 (Service stations and convenience stores with gasoline pumps) of the Land Use Code.
50. No automotive service or repair is authorized with this permit.
51. The automated car wash is permitted to operate between the hours of 7:00 a.m. and 10:00 p.m. daily.
52. Business operations shall comply with Municipal Code Title 12 (Noise) at all times. Plans submitted for construction shall reflect the use of sound-attenuating speakers that automatically reduce the volume of ordering speakers during periods of low ambient noise.
53. The applicant shall submit a noise study prior to the issuance of building permits for this project. Any recommended implementation measures resulting from the study shall be incorporated into the design and building permit plans for the project.

54. The project is required to obtain an operation permit from the San Diego County Air Pollution Control District (APCD), which will be subject to National Emission Standards for Hazardous Air Pollutants (NESHAP) and Air Toxic Control Measures (ATCM).

55. Violation of APCD licensing/permitting or any other state licensing department shall be a violation of this Conditional Use Permit.

56. All proposed business signage shall be in conformance with Land Use Code requirements.

57. All staff, management, and owners shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

58. Window signs on the premises shall not exceed fifteen percent of the transparent area of a window or twelve square feet, whichever is less.

59. All required signage regulating alcohol sales and activities associated with the purchase and/or consumption of alcohol shall be posted in both English and Spanish.

60. The sale of beer or malt beverages in quantities of quarts, 22ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.

61. No beer products shall be sold of less than manufacturer's prepackaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.

62. Wine shall not be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.

63. Distilled spirits shall not be sold in containers of less than 750 milliliters.

64. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.

65. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.

66. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.

67. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.

68. No alcoholic beverages shall be displayed within 20 feet of all customer entrances or exits in the convenience store.

69. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Division, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:

    a. "No open alcoholic beverage containers are allowed on these premises."

    b. "No loitering is allowed."

70. Containers of alcohol may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.

71. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.

72. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.

73. No alcohol sales shall be permitted until the applicant has been issued a Type 21 license from the California Department of Alcoholic Beverage Control.

74. The sale of alcoholic beverages shall be permitted between the hours of 6:00 a.m. and 2:00 a.m. daily.

75. Distilled spirits shall be stored in a lockable cabinet or secured area behind the sales counter accessible only to properly trained employees. Distilled spirits shall remain fully secured during the hours in which the sale of alcohol is prohibited by this Conditional Use Permit.

76. Coolers containing alcohol beverages shall be locked and not accessible to the public outside of approved alcohol sales hours.

77. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

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

Sweetwater Authority

79. The owner shall revise and resubmit the Plans, and as the project develops, submit complete sets of Building, Grading, Precise Grading, Improvements, and Fire Protection Plans with hydraulic calculations, if applicable, to the Authority for its review and approval. Plans shall be revised as follows:

    A. Plot the existing water services, and meters that front 2311 Sweetwater Road and 3320 Orange Street. Enclosed are the Authority's service lateral records for reference. The owner shall include a note on the Plans indicating the intended action for the existing water services (e.g. remain or abandon) and if a service will remain, provide purpose (e.g. domestic, irrigation, fire) and usage (gallons per day) for each service and meter. The services are also required to include an Authority approved, lead-free, Reduced Pressure (RP) backflow device.

    B. Plot the existing Authority water facilities fronting the project location on Sweetwater Road and Orange Street, to include all other underground utilities (i.e. gas, electric, sewer, etc.) to verify and confirm any potential conflicts located in the public right-of-way.

    C. Show and indicate the water meter(s) to be used for irrigation to the site and ensure the meter for each parcel solely serves the parcel it fronts.

    D. The storm water conveyance system (flow path) shall be examined to ensure no residual runoff from the car wash or the fueling station would make it to the Sweetwater River.

80. Any new water facilities shall be designed in accordance with the Authority's Design Standards and new water facilities are to be installed according to Sweetwater Authority's Standard Specifications for Construction of Water Facilities. The Authority's Standard Specifications for Construction of Water Facilities and Design Standards may be found at: https://www.sweetwater.org/160/Public-Documents.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees,

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

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

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of December 2, 2024, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____

CHAIRPERSON

2024-02 CUP – 500 E. 8th Street – Overhead



N

ATTACHMENT 2

CONDITIONAL USE PERMITS SUBMITTAL
MIXED-USE DEVELOPMENT

2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950

EXHIBIT A
CASE FILE: 2024-08 CUP ZV
DATE: 11/13/2024

ATTACHMENT 3

PROJECT TEAM

OWNER: BRIKHO DEVELOPMENT
2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950

ARCHITECT: MKA, INC. ARCHITECTURE & PLANNING
7510 CLAIREMONT MESA BLVD., SUITE 207
SAN DIEGO, CA 92111
PHONE: 858 268 8176 FAX: 858 724 1556
CONTACT: MICHAEL KINOSHITA michaelk@mkainc.net

CODE COMPLIANCE

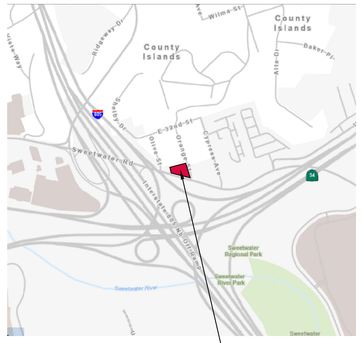
THIS PROJECT SHALL COMPLY WITH THE FOLLOWING:

2022 (CBC) CALIFORNIA BUILDING CODE (BASED ON 2021 IBC)
2022 (CRC) CALIFORNIA RESIDENTIAL CODE (BASED ON 2021 IRC)
2022 (CEC) CALIFORNIA ELECTRICAL CODE (BASED ON 2021 NEC)
2022 (CMC) CALIFORNIA MECHANICAL CODE (BASED ON 2021 UMC)
2022 (CPC) CALIFORNIA PLUMBING CODE (BASED ON 2021 UPC)
2022 (CFC) CALIFORNIA FIRE CODE (BASED ON 2021 IFC)
2022 GREEN BUILDING STANDARDS
2022 CALIFORNIA ENERGY EFFICIENCY STANDARDS

DRAWING USE APPROVALS

THE ARCHITECT IS DEEMED OWNERS OF THEIR INSTRUMENTS OF SERVICE, INCLUDING THE DRAWINGS AND SPECIFICATIONS. THE CONTRACT DOCUMENTS ARE COPYRIGHT PROTECTED AS NOTED ON THE DRAWINGS. IF THE OWNER FAILS TO MAKE PAYMENT TO THE ARCHITECT, SUCH FAILURE SHALL BE CONSIDERED SUBSTANTIAL NONPERFORMANCE AND CAUSE FOR TERMINATION OR SUSPENSION OF SERVICES. IN ADDITION, WE (AND ANY ASSOCIATED ENGINEERING CONSULTANTS) WILL COORDINATE WITH CITY OFFICIALS TO SUSPEND ANY CITY APPROVALS OR FIELD INSPECTIONS UNTIL PAYMENT IS SATISFIED AS A REVOKE OF OUR CONTRACT PERMIT DOCUMENTS AS AN INSTRUMENT OF THE ARCHITECT.

VICINITY MAP



PROJECT ADDRESS:
2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950

DEVELOPMENT APPROVAL REQUEST

SCOPE OF THIS SUBMITTAL IS TO OBTAIN THE FOLLOWING DEVELOPMENT PERMITS:

1. CUP FOR FUEL STATION
2. CUP FOR CONVENIENCE STORE AT FUEL STATION
3. CUP FOR DRIVE-THRU RESTAURANT
4. CUP FOR SALE OF ALCOHOLIC BEVARAGES
5. CUP FOR CAR WASH

PROJECT DESCRIPTION/DATA

THIS PROJECT PROPOSES DEVELOPING 4 VACANT LOTS TOTALING 29,455 SF OR 0.68 ACRES WITH A NEW 16,510 SF MIXED USE PROJECT CONSISTING OF A FUELING STATION, CONVENIENCE STORE, DRIVE-THRU AND MULTI-FAMILY RESIDENTIAL UNITS.

ADDRESS:	2311 SWEETWATER ROAD	563-252-2300
	3320 ORANGE STREET	563-252-1200
	3330 ORANGE STREET	563-252-1300
	3336 ORANGE STREET	563-252-1400
	NATIONAL CITY, CA 91950	
APN:	563-252-1200, 563-252-1300, 563-252-1400, 563-252-2300	
ZONE:	MXD-2	
SETBACKS:	FRONT: 0'	
	STREET: 0'	
	OTHER: 0'	
LOT SIZE (4 LOTS):	29,455 SF OR 0.68 ACRES	
BUILDING AREA:	RETAIL BUILDING:	5,032 SF
	BASEMENT:	5,032 SF
	5-UNIT RESIDENTIAL BUILDING:	6,446 SF
	UNIT 1 - 2 BEDROOM, 2 BATH UNIT @ 657 SF	
	UNIT 2 - 3 BEDROOM, 2-1/2 BATH UNIT @ 1,657 SF	
	UNIT 3 - 3 BEDROOM, 2-1/2 BATH UNIT @ 1,662 SF	
	UNIT 4 - 3 BEDROOM, 2-1/2 BATH UNIT @ 1,506 SF	
	UNIT 5 - 2 BEDROOM, 2 BATH UNIT @ 964 SF	
TOTAL BUILDING AREA:		16,510 SF
TYPE OF CONSTRUCTION:	TYPE VB, SPRINKLERED	
NUMBER OF STORYS:	3	
OCCUPANCY:	B/M/R-2/S-1	
FUEL PUMPS:	6 FUEL PUMPS	
PARKING PROVIDED:	30 SPACES TOTAL	
	18 SPACES PARKING	
	12 SPACES (2 PER FUEL PUMP)	
PARKING REQUIRED: (MXD-2 ZONE)	10 SPACES (2 SPACES PER 1,000 SF)	
	7.5 (1.5 SPACE PER UNIT @ 5 UNITS)'	
	0.5 VISITOR PARKING	
	18 SPACES REQUIRED	

SHEET INDEX

T1	TITLE SHEET
A0.1	SITE PLAN
A1.1	FLOOR PLANS
A1.2	FLOOR PLANS
A2.1	EXTERIOR ELEVATIONS
A2.2	EXTERIOR ELEVATIONS
A3.1	SITE SECTION
L1	CONCEPT LANDSCAPE PLAN

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ARCHITECTURE & PLANNING

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

PROPOSED DEVELOPMENT FOR:
BRIKHO
2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950

STAMP
LICENSED ARCHITECT MICHAEL J. KINOSHITA No. 12345 STATE OF CALIFORNIA

SUBMITTAL PHASE

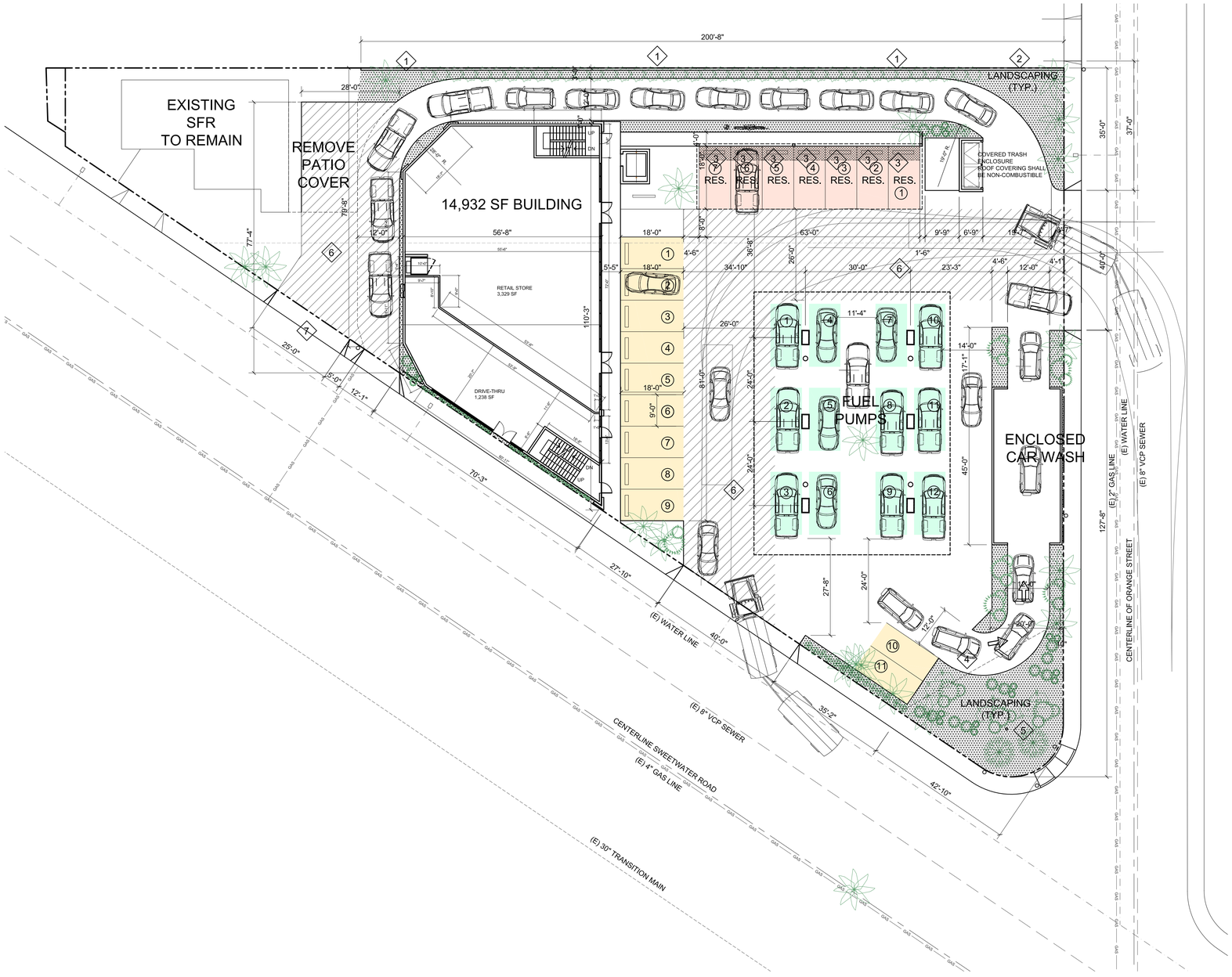
DRAWING TITLE
TITLE SHEET
PROJECT DATA

PLANS DATE
7/11/2024

REVISIONS

SHEET NUMBER
T1

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SITE PLAN
1/16" = 1'-0"
0 4 8 16 32
N

KEY NOTES

1. 7'-0" DECORATIVE CMU WALL
2. STEPPED WALL TO PROVIDE VISIBILITY TRIANGLE
3. CANOPY STRUCTURE FOR RESIDENTIAL PARKING. EACH SPACE TO HAVE 3'X4'X9' STORAGE TO PROVIDE 108 CU.FT. OF STORAGE.
4. VISIBILITY TRIANGLE
5. POLE MOUNTED SIGN
6. FIRE DEPT. ACCESS ROAD
7. FIRE DEPT. CONTROLLED ACCESS ROAD DRIVEWAY ONLY

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PROPOSED DEVELOPMENT FOR:
BRIKHO
2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950

STAMP
LICENSED ARCHITECT MICHAEL J. KINOSHITA No. C-21225 STATE OF CALIFORNIA

SUBMITTAL PHASE

DRAWING TITLE
SITE PLAN

PLANS DATE
11/14/2024

REVISIONS

SHEET NUMBER
A0.1

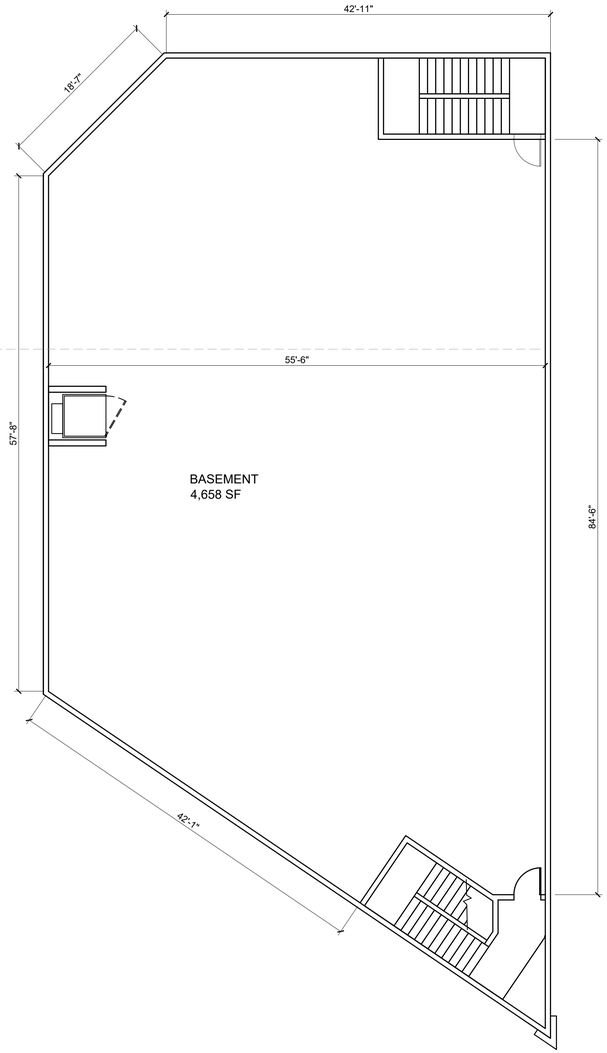
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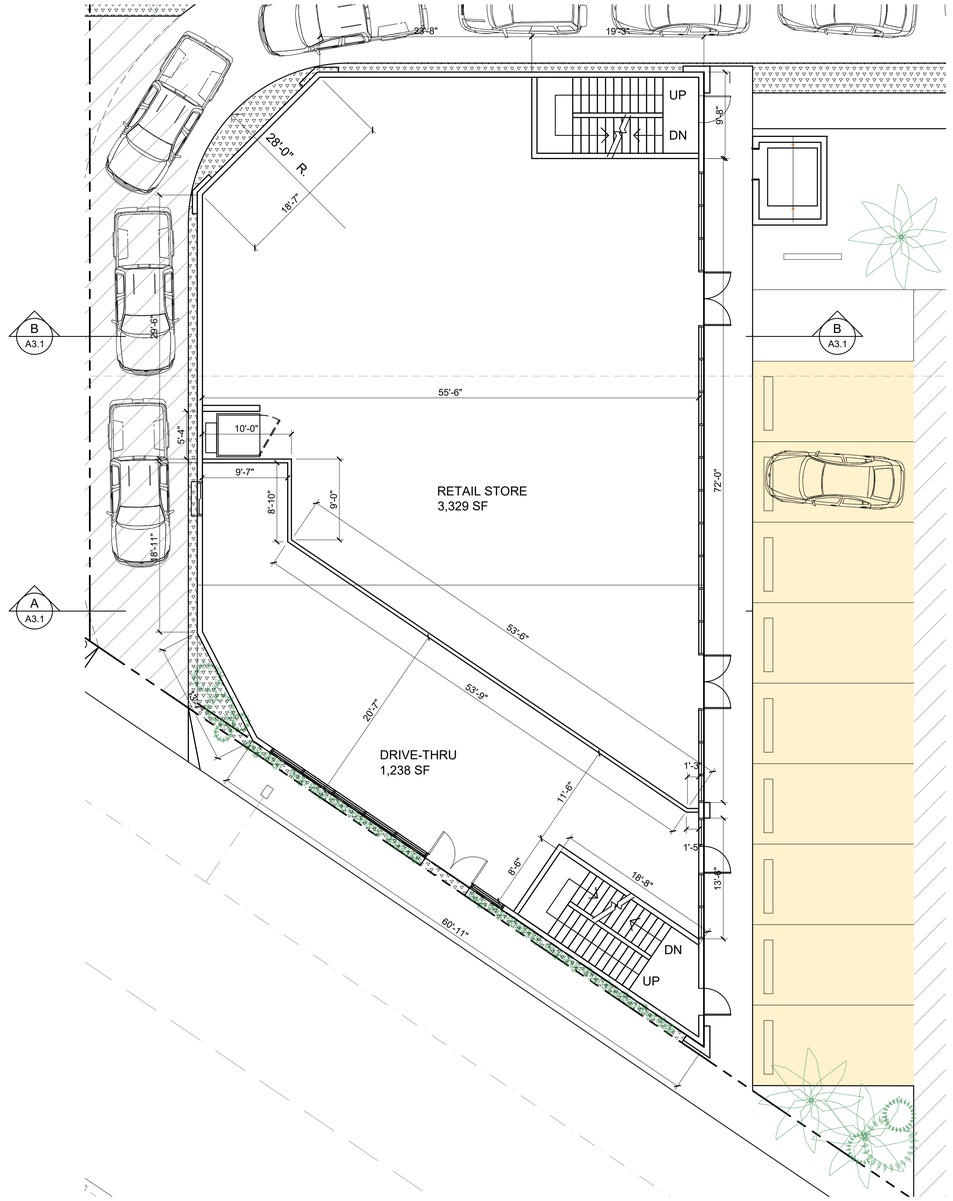
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PROPOSED DEVELOPMENT FOR:
BRIKHO
2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950



BASEMENT LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"
0 2 4 8 16



GROUND LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"
0 2 4 8 16

STAMP
LICENSED ARCHITECT
MICHAEL J. KINOSHITA
No. C-20125
STATE OF CALIFORNIA

SUBMITTAL PHASE

DRAWING TITLE
FLOOR PLAN

PLANS DATE
10/24/2024

REVISIONS

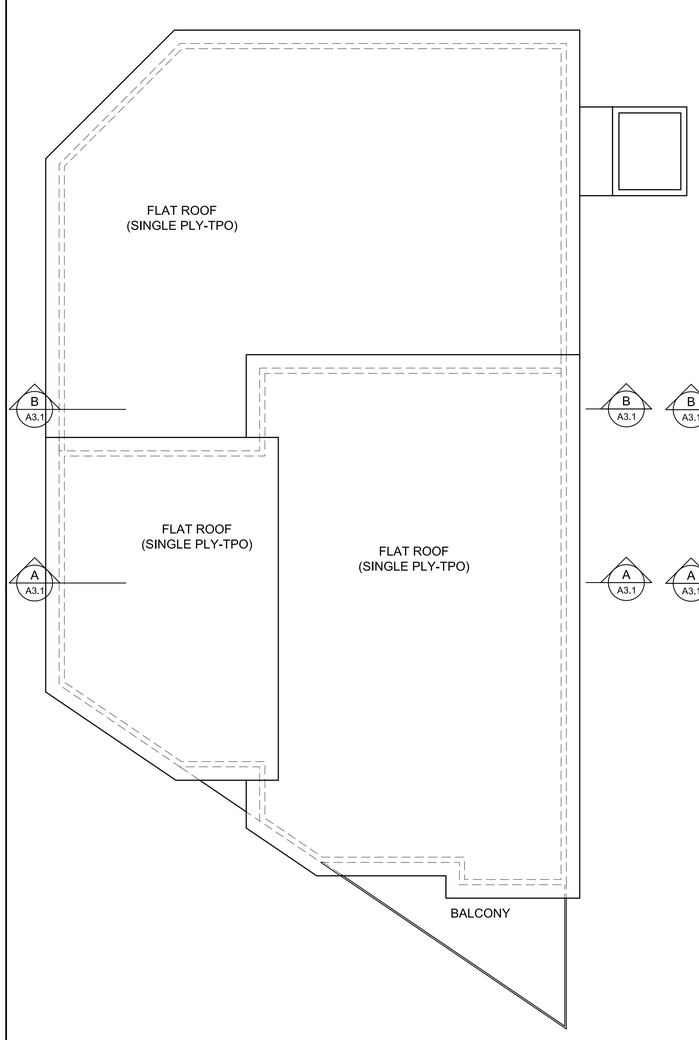
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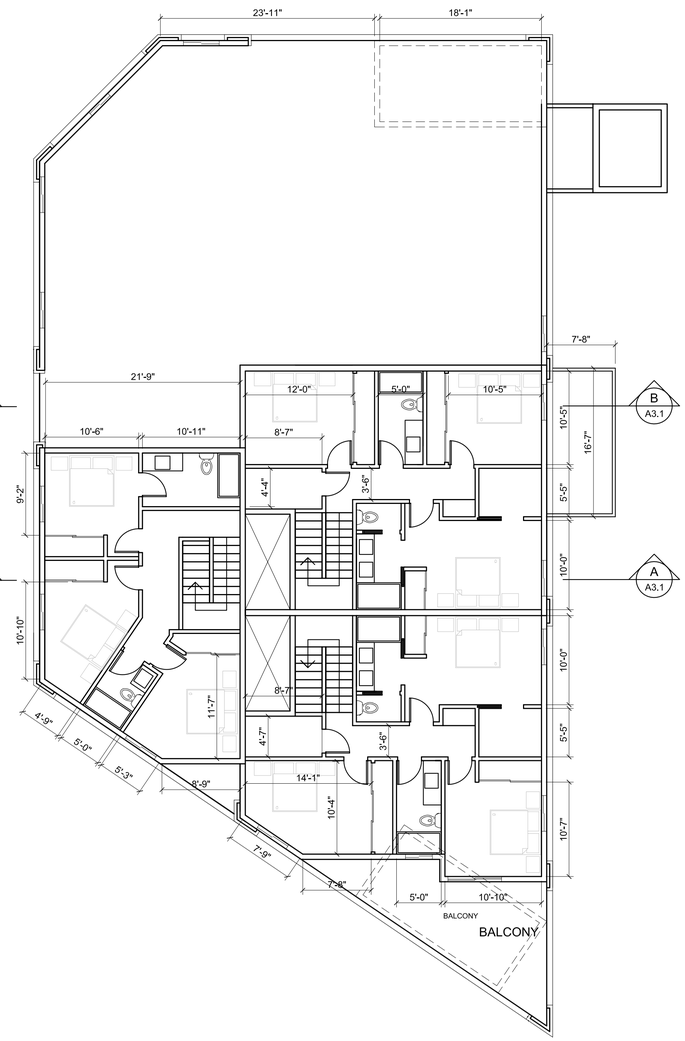
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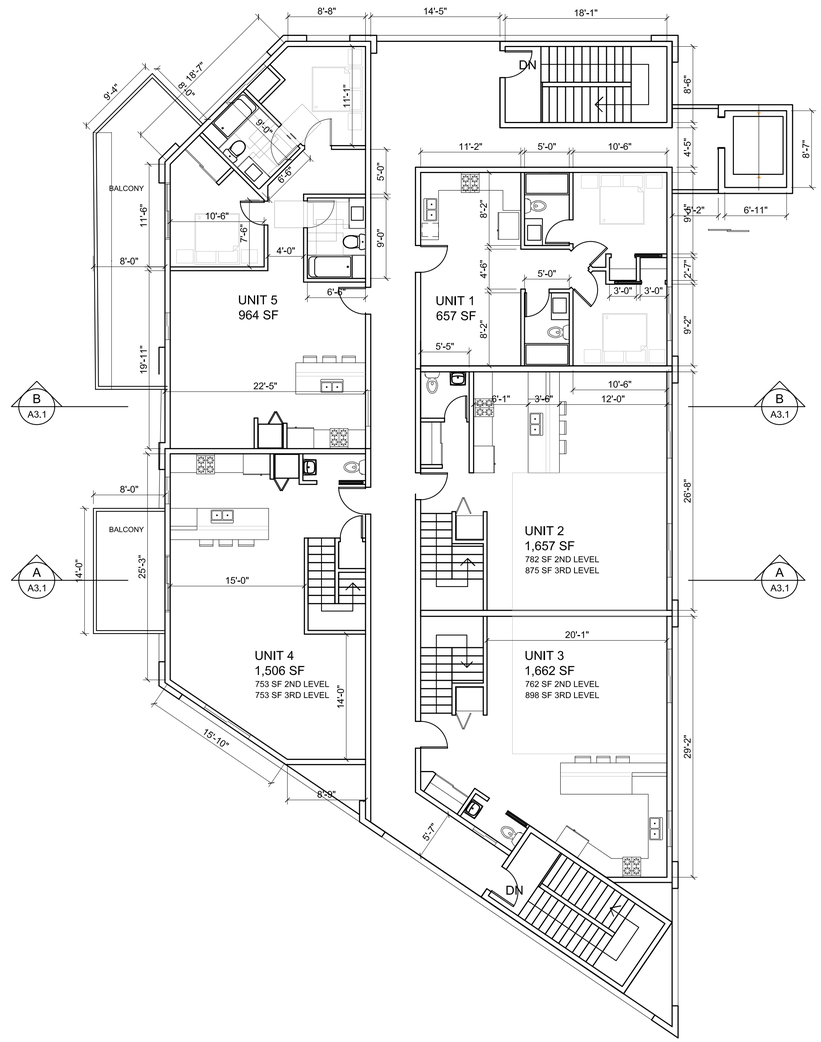
PROPOSED DEVELOPMENT FOR:
BRIKHO
2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950



ROOF PLAN
SCALE: 1/8" = 1'-0"
0 2 4 8 16



THIRD LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"
0 2 4 8 16



SECOND LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"
0 2 4 8 16

STAMP
LICENSED ARCHITECT
MICHAEL T. KINOSHITA
No. C-21441
STATE OF CALIFORNIA

SUBMITTAL PHASE

DRAWING TITLE
FLOOR PLAN

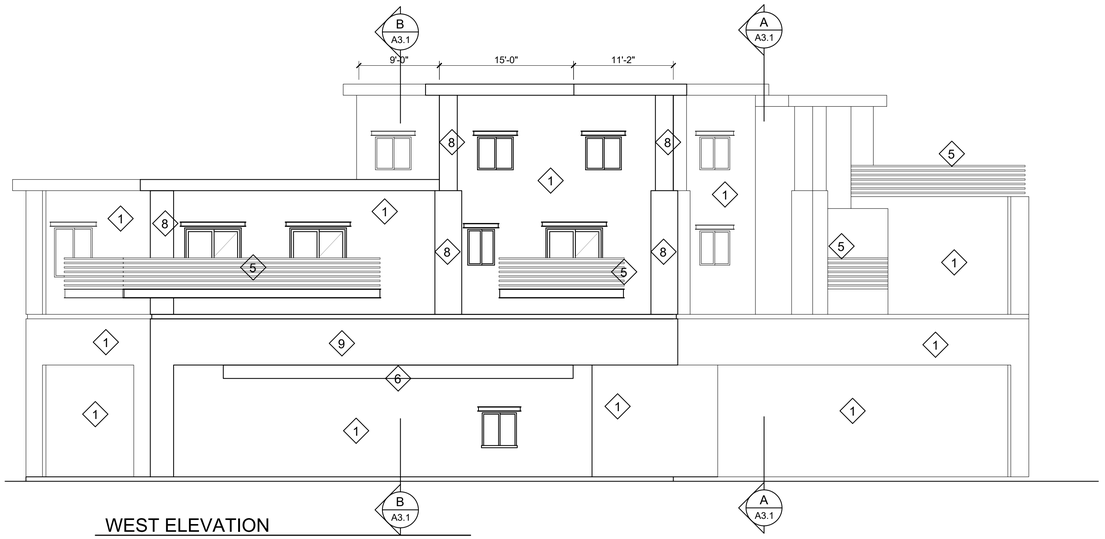
PLANS DATE
7/11/2024

REVISIONS

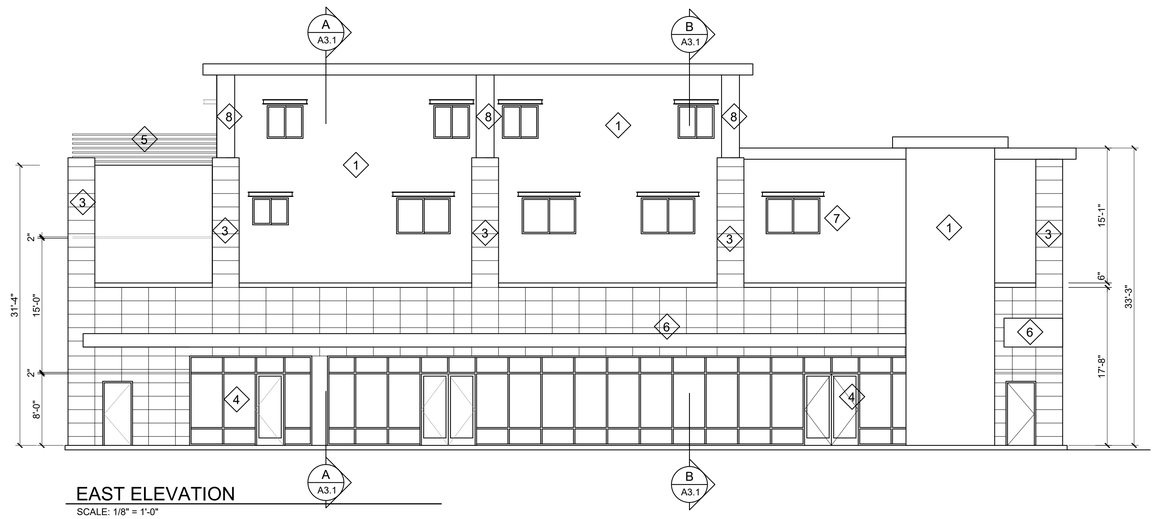
SHEET NUMBER
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WEST ELEVATION
SCALE: 1/8" = 1'-0"



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

KEY NOTES

1. EXT. PC PLASTER
2. STONE SIDING
3. STONE FACED COLUMN
4. ALUM. STOREFRONT SYSTEM
5. METAL RAIL SYSTEM
6. METAL CANOPY
7. VINYL CLAD WINDOW
8. EXT. PC PLASTER COLUMN
9. RAISED EXT. PC PLASTER BAND/COLUMN

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PROPOSED DEVELOPMENT FOR:
BRIKHO
2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950

STAMP
LICENSED ARCHITECT
MICHAEL J. KINOSHITA
No. C-14141
EXP. 12/25
STATE OF CALIFORNIA

SUBMITTAL PHASE

DRAWING TITLE
EXTERIOR
ELVATIONS

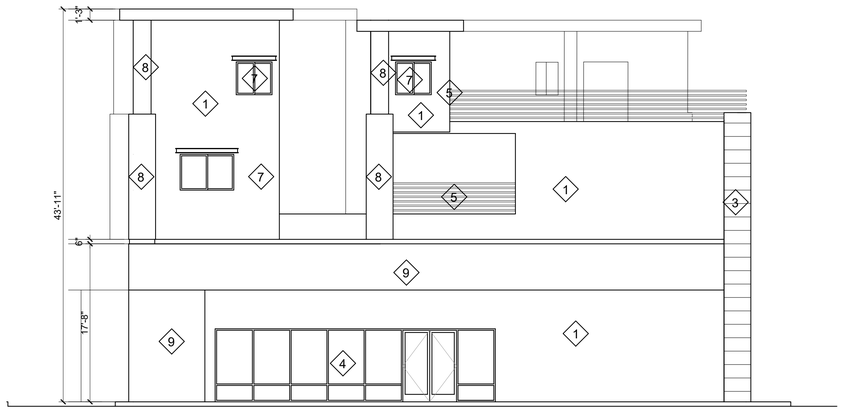
PLANS DATE
7/11/2024

REVISIONS

SHEET NUMBER
A2.1

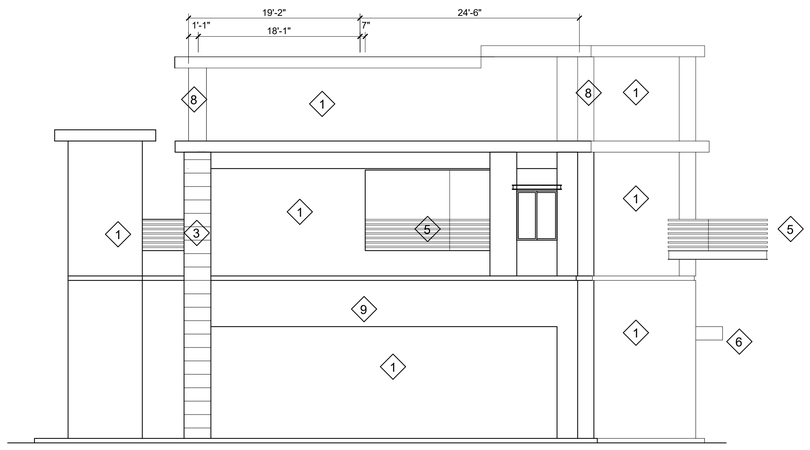
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SOUTH ELEVATION

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



NORTH ELEVATION

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

KEY NOTES

1. EXT. PC PLASTER
2. STONE SIDING
3. STONE FACED COLUMN
4. ALUM. STOREFRONT SYSTEM
5. METAL RAIL SYSTEM
6. METAL CANOPY
7. VINYL CLAD WINDOW
8. EXT. PC PLASTER COLUMN
9. RAISED EXT. PC PLASTER BAND/COLUMN

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PROPOSED DEVELOPMENT FOR:
BRIKHO
2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950

STAMP

LICENSED ARCHITECT
MICHAEL J. KINOSHITA
No. 22041
STATE OF CALIFORNIA

SUBMITTAL PHASE

DRAWING TITLE
EXTERIOR
ELVATIONS

PLANS DATE
7/11/2024

REVISIONS

SHEET NUMBER
A2.2

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LANDSCAPE PLAN
1/16" = 1'-0"
0 4 8 16 32

N

PLANT LEGEND

	BOTANICAL NAME	COMMON NAME
TREES		
	ARCHOTOPHOENIX	KING PALM
SHRUBS		
	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS
SMALL SHRUBS		
	LIGUSTUM J.TEXANUM	TEXAS PRIVET
	RAPHIOLEPIS I. 'PINKIE'	PINKIE INDIA HAWTHORNE
	RHAPIS HUMILIS	LADY PALM
	WESTRINGIA F. 'MORNING LIGHT'	COAST SAGE
GROUND COVER		
	LANTANA SELLOWIANA	TRAILING LANTANA

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PROPOSED DEVELOPMENT FOR:
BRIKHO
2311 SWEETWATER ROAD
NATIONAL CITY, CA 91950

STAMP

LICENSED ARCHITECT MICHAEL J. KINOSHITA No. 19941 REG. 10/31 STATE OF CALIFORNIA

SUBMITTAL PHASE

DRAWING TITLE
LANDSCAPE PLAN

PLANS DATE
10/24/2024

REVISIONS

SHEET NUMBER
L1


BAKHO
GAS | DIESEL | E85
MARKET
CAR WASH
REGULAR • CASH


BAKHO
GAS | DIESEL | EBS
MARKET
CAR WASH
REGULAR • CASH
BAKHO
GAS | DIESEL | EBS
MARKET
CAR WASH
REGULAR • CASH
CAR WASH
BAKHO


BRIKHO
GAS | DIESEL | E85
MARKET
CAR WASH
REGULAR - CASH
Cash
Gasoline
Credit
6.79 Regular 6.79
6.89 Plus 6.89
6.99 V-Power 6.99
7.09 Regular 7.09
7.19 Regular 7.19
Food Mart
Car Wash
EXIT

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 32 OF THE CEQA GUIDELINES SECTION 15332 (INFILL-DEVELOPMENT PROJECTS) AND CONDITIONAL USE PERMIT FOR A PROPOSED DEVELOPMENT COMPRISED OF A NEW SERVICE STATION, CONVENIENCE STORE WITH REQUEST FOR OFF-SALE ALCOHOL (ABC TYPE-21), DRIVE-THROUGH CAR WASH, DRIVE-THROUGH EATING PLACE, AND FIVE RESIDENTIAL UNITS WITH A ZONE VARIANCE REQUEST RELATED TO MAXIMUM DRIVEWAY WIDTH, MINIMUM STREET WALL, AND THE LOCATION OF PARKING SPACES, TO BE LOCATED ON VACANT PROPERTIES ON THE NORTH SIDE OF SWEETWATER ROAD BETWEEN OLIVE STREET AND ORANGE STREET.

CASE FILE NO.: 2024-08 CUP

APNs: 563-252-12-00, 563-252-13-00, 563-252-14-00, and 563-252-23-00

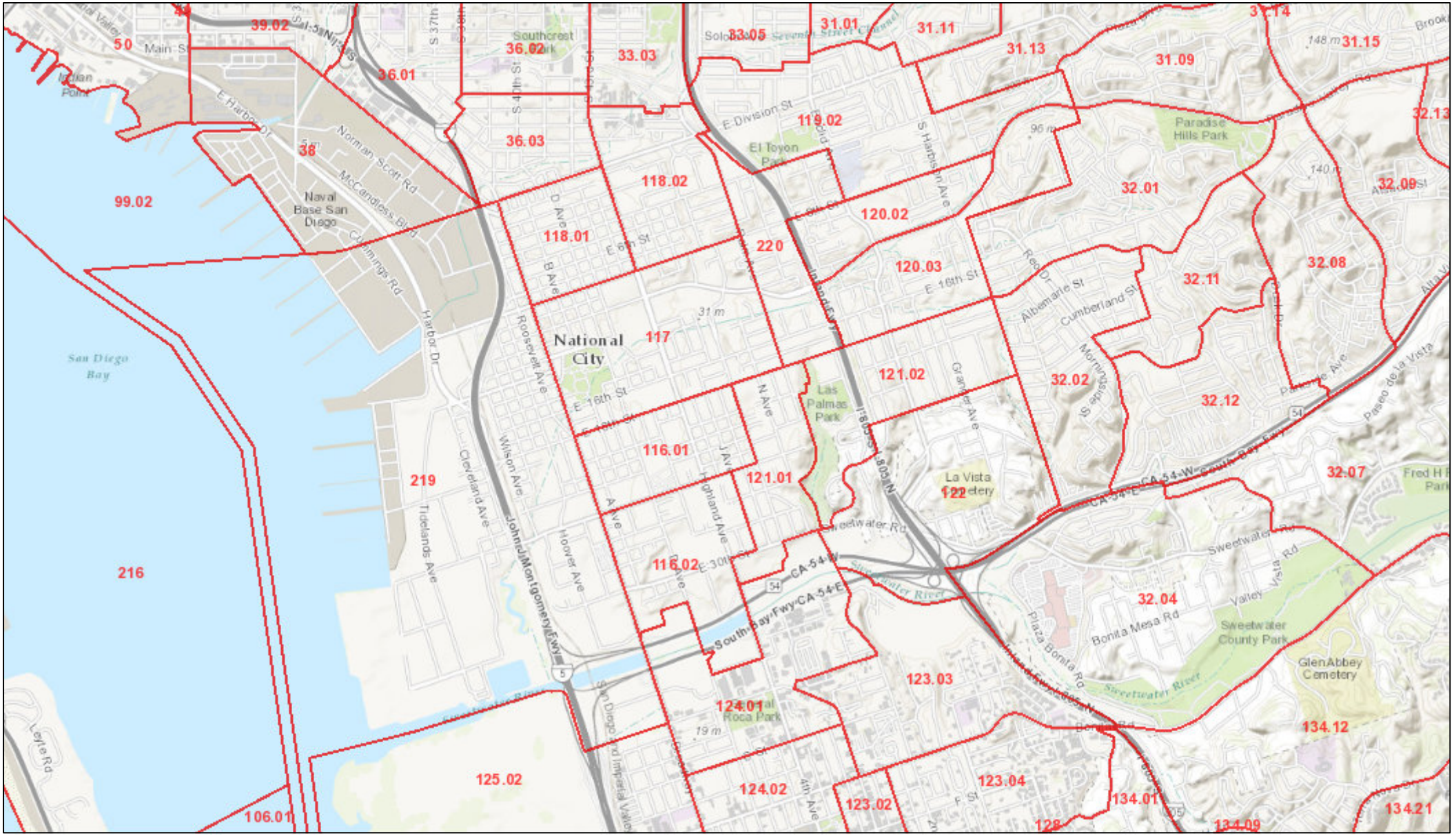
The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **November 18, 2024**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Highland Avenue Property Investments, LLC)

The applicant proposes to construct an 11,478 square-foot building that includes a convenience store, drive-through eating place, and five residential units in conjunction with a new gasoline service station on an approximately 29,500 square-foot vacant property. A drive-through automated car wash is also proposed with the service station. Off-sale alcohol (ABC Type-21) for beer, wine, and distilled spirits is requested for the convenience store. The proposed hours of operation for the store, service station and car wash are 24 hours daily. The sale of alcohol is proposed for the hours of 6:00 a.m. to 2:00 a.m. daily. The fuel station will have a total of six double-side fuel pumps and the building housing the car wash will be 900 square feet in size. A Zone Variance is also requested for a deviation from maximum driveway width, minimum street wall requirements, and the minimum setback for parking spaces related to the requirements of the Major, Mixed-Use District zone. The Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 32, Section 15332 (In-Fill Development Projects).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 2:00 p.m., **November 18, 2024** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

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

ATTACHMENT 4



August 25, 2014

CensusTracts 2010

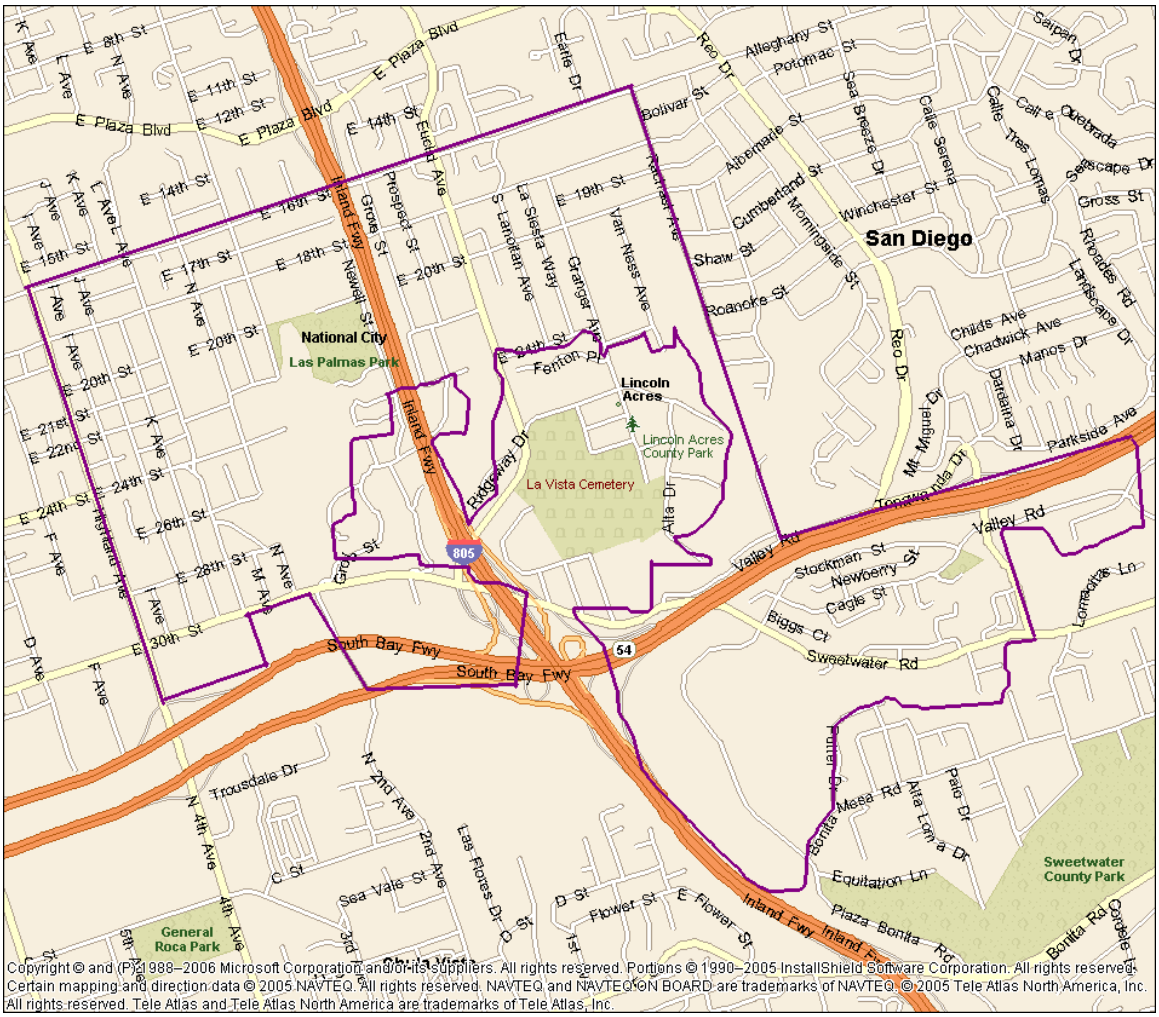
1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

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

ATTACHMENT 5



City of National City
Beat 23

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

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 05/01/24

BUSINESS NAME: Party Time Liquor
ADDRESS: 2311 Sweetwater Road, National City, CA 91950

OWNER NAME: Highland Avenue Property Investments, LLC DOB: N/A
OWNER ADDRESS: 2945 Highland Avenue, National City, CA 91950
(add additional owners on page 2)

I. Type of Business
- Restaurant (1 pt)
- ✔ Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- ✔ Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ✔ No Entertainment (0 pts)

IV. Crime Rate
- ✔ Low (1 pt)
- Medium (2 pts)
- High (3 pts)

V. Alcohol Businesses per Census Tract
- Below (1 pt)
- Average (2 pts)
- ✔ Above (3 pts)

Notes:

- Currently, there are (4) on sale licenses authorized in tract 122
- Currently, there are (4) active on sale licenses in tract 122
- Currently, there are (2) off sale licenses authorized in tract 122
- Currently, there are (4) active off sale licenses in tract 122

ATTACHMENT 6

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

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

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

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

VIII. Owner(s) records check

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

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 13

OWNER NAME: Adeeb Asso Brikho DOB: 03/28/76
OWNER ADDRESS: 1921 Corona Vista, El Cajon, CA 92019

OWNER NAME: Joseph John Brikho DOB: 11/25/78
OWNER ADDRESS: 1963 Corona Vista, El Cajon, CA 92019

Recommendation:

This census tract area is over saturated for ABC licensed off sale business. This business assessed at a medium risk and is deserving of such a rating. This business should be built with Crime Prevention Through Environmental Design (CPTED) concepts to deter the large homeless population that lives in the ravine nearby from victimizing the business, loitering on the property, or increasing criminal activity in the area.

Completed by: Sgt. J. Camacho Badge ID: 449

Environmental Scan for

Proposed Type 21 Alcohol CUP

2311 Sweetwater Road, National City, CA 91950

Conducted: May 2, 2024



Photo of the proposed location

An environmental scan was conducted on Thursday, May 2, 2024, for a proposed Type 21 off-sale alcohol license at 2311 Sweetwater Road. The proposed location is a vacant lot where a gas station/convenience store is planned. During a scan of the premises, the following was noted:

- The business will be located adjacent to a residential neighborhood.
- A 7-Eleven convenience store and a motel are located across the street.
- The primary transportation option to the location is a traditional car infrastructure with the location being located in close proximity to State Route 54.

Youth Sensitive Areas

Sweetwater Secondary School (approximately 2,640 feet away)

Parkside Park (approximately 7,392 feet away)

Churches

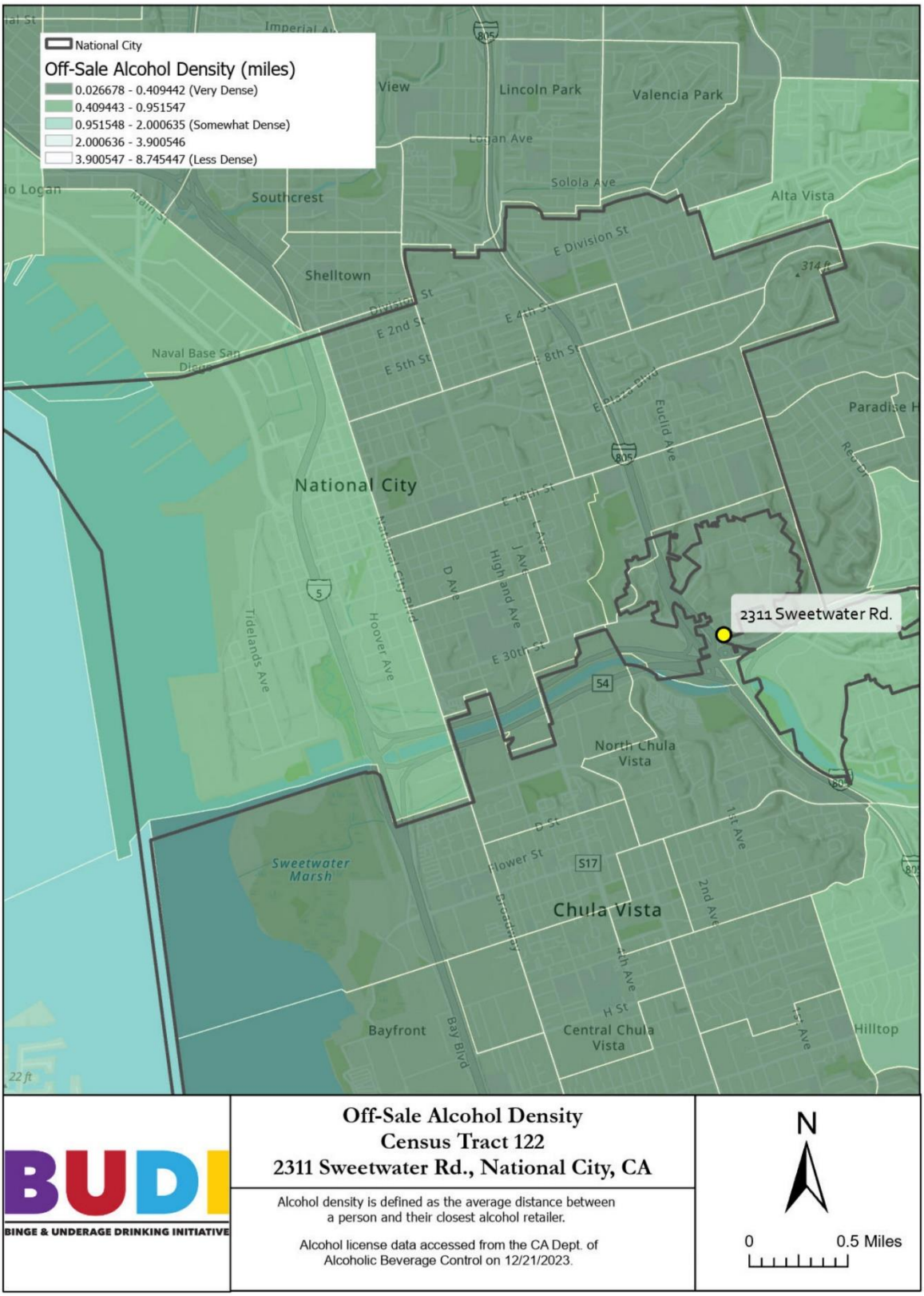
The Church of Jesus Christ of Latter-day Saints (approximately 8,448 feet away) is the closest one to this location.

Crime Rate

A request for crime-related information from personnel within the City of National City Police Department should determine the rate at which alcohol related harms such as violent crime and alcohol impaired driving occur in the area and whether this would discourage the issuance of a Type 21 alcohol license.

Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The proposed location is defined as “very dense.”


National City
Off-Sale Alcohol Density (miles)
0.026678 - 0.409442 (Very Dense)
0.409443 - 0.951547
0.951548 - 2.000635 (Somewhat Dense)
2.000636 - 3.900546
3.900547 - 8.745447 (Less Dense)
2311 Sweetwater Rd.
National City
Chula Vista
North Chula Vista
Central Chula Vista
Bayfront
Hilltop
Southcrest
Shelltown
Lincoln Park
Valencia Park
Alta Vista
Sweetwater Marsh
Naval Base San Diego
Off-Sale Alcohol Density
Census Tract 122
2311 Sweetwater Rd., National City, CA
Alcohol density is defined as the average distance between a person and their closest alcohol retailer.
Alcohol license data accessed from the CA Dept. of Alcoholic Beverage Control on 12/21/2023.
BUDI
BINGE & UNDERAGE DRINKING INITIATIVE
N
0
0.5 Miles

Considerations

The following are considerations if a CUP is issued:

1. Consider the issuance of a Type 20 rather than a Type 21 license to limit sales to beer and wine and not higher alcohol volume distilled spirits in conjunction with a fueling station. The ready access and ability to purchase alcohol at service stations may increase the opportunity for individuals to consume alcohol while operating a vehicle, as opposed to when alcoholic beverages are purchased as part of other planned shopping tasks (such as at a supermarket or other retail establishment).
2. Require that staff and management attend an in-person Responsible Beverage Sales and Service training.
3. Ensure no more than 33 percent of windows and clear doors bear advertising or signs in order to ensure the public and law enforcement personnel have an unobstructed view of the interior, including cash registers, from the exterior entrance.
4. Post in English and Spanish a notice that state law prohibits sales of alcoholic beverages to persons under age 21.
5. Post and maintain signage stating that no open alcoholic beverage containers are allowed on the premises and no loitering is allowed on or in front of the premises.

DUHS COMMERCIAL
BROKERAGE • INVESTMENT • DEVELOPMENT

Office: (619) 491-0335
Mobile: (619) 944-3051 | Fax: (619) 491-0696
www.duhscommercial.com
Tom@duhscommercial.com

August 22, 2024

Re: New proposed Commercial and Residential Development, Including the Sale of Beer, Wine and Distilled Spirits - Sweetwater Road and Orange Street, National City, CA

Greetings Resident/Owner:

This letter is to invite you to attend a Community Information meeting to be held at the National City Chamber of Commerce offices located at 901 National City Boulevard.

This meeting will, hopefully, be both enjoyable and educational, as it will be held for the purpose of displaying a new commercial and apartment development to be located at the intersection of Orange Street and Sweetwater Road in National City.

Hosting this meeting will be the commercial development team of Highland Avenue Property Investments featuring Mr. Joseph Brikho and Mr. Eddy Brikho.

The project they will be "unveiling" is a very well designed Convenience Store, ***within which will provide for the sale of beer, wine, and distilled spirits for off-site consumption.*** This convenience store will support three, three bedroom, and two, one-bedroom good-sized apartments. Additionally, their proposed development will include a small car wash, a six pump fueling station, and a drive thru coffee shop/restaurant.

Coffee and refreshments will be served in the Meeting Room of the National City Chamber of Commerce:

Date: August 28, 2024
Time: 5:30 to 7:00 PM
Place: Chamber of Commerce, Board Room, 901 National City Boulevard

Your attendance and comments are sincerely welcomed and appreciated.

Page Two Following:

Office: (619) 491-0335
Mobile: (619) 944-3051 | Fax: (619) 491-0696
www.duhscommercial.com
Tom@duhscommercial.com

Any specific comments may be mailed directly to:

Mr. David Welch
Associate Planner
Planning Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

Sincerely,

L. Thomas Morgn

L. Thomas Morgan, CCIM
Retail Specialist
Duhs Commercial, Inc.
(619) 944-3051 - cell

C: Mr. David Welch, Associate Planner, City of National City
Mr. Martin Reeder, Assistant Director of Community Development
Mr. Joseph Brikho, Highland Avenue Property Investments
Mr. Eddy Brikho, Highland Avenue Property Investments
Mr. Michael Kinoshita, Architect

4542 Ruffner Street
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Pasadena
Irvine
San Diego

LOCAL TRANSPORTATION ANALYSIS

SWEETWATER ROAD COMMERCIAL

National City, California
October 29, 2024

LLG Ref. 3-22-3948

Prepared by:
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Senior Transportation Engineer

&
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LOCAL TRANSPORTATION ANALYSIS

SWEETWATER ROAD COMMERCIAL

National City, California
October 29, 2024

1.0 INTRODUCTION

Linscott, Law & Greenspan Engineers (LLG) has completed the following Local Transportation Analysis (LTA) associated with the proposed Mixed-use/commercial development on Sweetwater Road at Orange Street in National City. This traffic study analyzes traffic operations and alternative modes of travel within the project's study area and evaluates the effects of the Project on the local transportation system to determine if the Project triggers the need for improvements. In conformance with Senate Bill 743 (SB 743), a Vehicle Miles Traveled (VMT) Assessment that evaluates the project's transportation impacts using a Vehicle Miles Traveled (VMT) metric under CEQA, pursuant to guidance from the Governor's Office of Planning and Research (OPR) in December 2018 is also included in this report. Consistent with SB 743 and CEQA Guidelines 15064.3, the CEQA significance determination for the Project will be based only on VMT and not on LOS.

The following sections are included in this report:

- Project Description
- Existing Conditions Description
- Vehicle Miles Traveled Assessment
- Analysis Approach and Methodology
- Substantial Traffic Effect Criteria
- Analysis of Existing Conditions
- Cumulative Traffic
- Trip Generation, Distribution, and Assignment
- Analysis of Near-term Scenarios
- Signal Warrant Analysis
- Site Access, On-Site circulation, Queuing and Parking Assessment
- Conclusion

2.0 PROJECT DESCRIPTION

2.1 Project Location

The proposed project is located on the northwest corner of the Sweetwater Road/ Orange Street intersection in National City. The existing site is undeveloped and zoned Major Mixed-Use District (MXD-2), which is consistent with the City's General Plan.

Figure 2–1 shows the general vicinity of project. ***Figure 2–2*** depicts a more detailed project area map.

2.2 Project Description

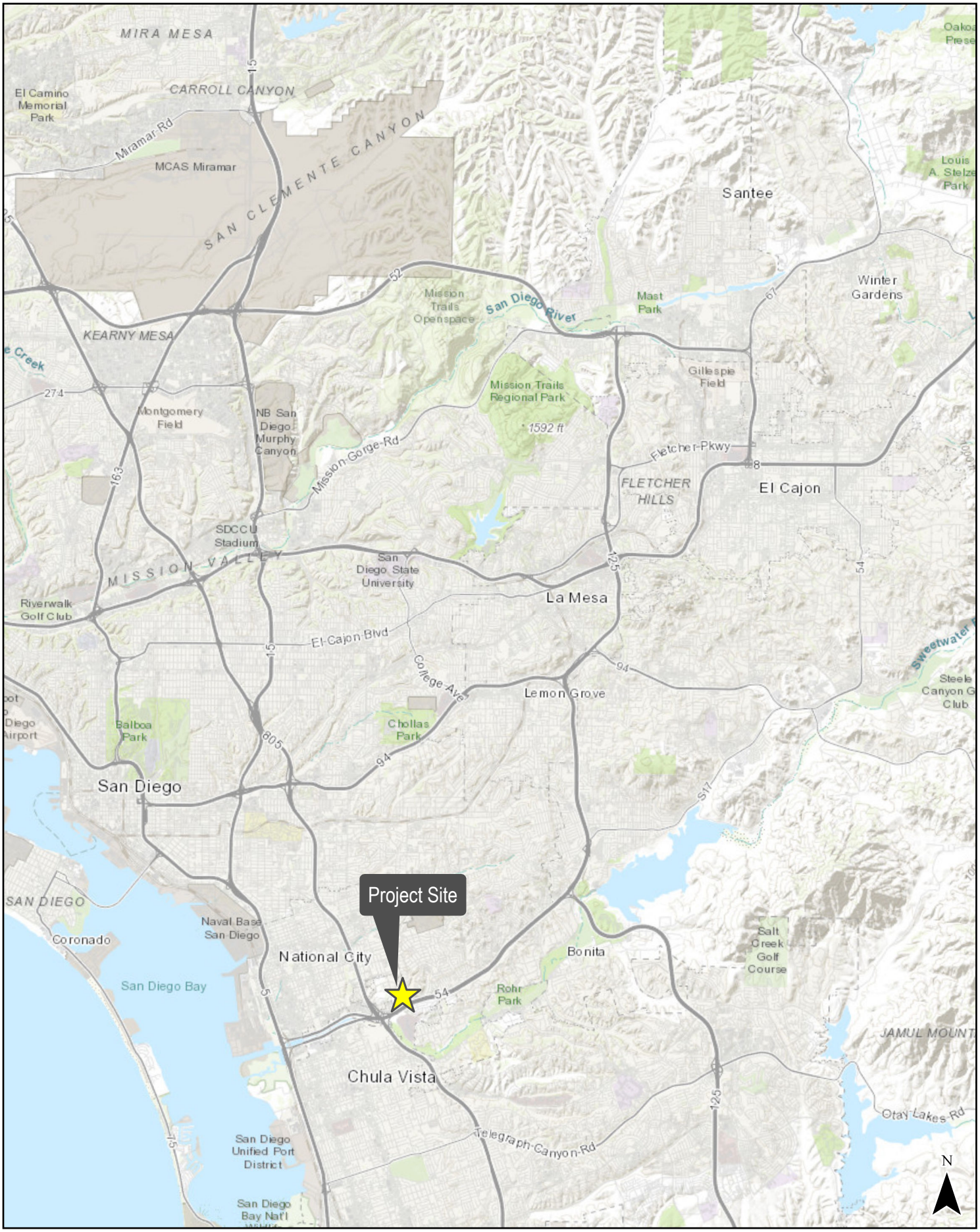
The project proposes the construction of a 6-pump (12 fueling positions) gas station with a 3,329 SF convenience store, a 1,297 SF drive-through restaurant with no indoor seating as part of the convenience store, an automatic car wash with vacuum and 5 apartment units. Access to the project would be provided via full access driveways on Sweetwater Road and Orange Street.

A total of 7 parking spaces will be provided for the residential units, 9 parking spaces for the convenience store and 2 parking spaces for the car wash vacuum.

Access proposed is described below:

- One full access driveway on Sweetwater Road,
- One exit only driveway for the restaurant drive-through, and
- One full access driveway on Orange Street.

Figure 2–3 is the conceptual site plan.



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SanGIS, Bureau of Land Management, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS

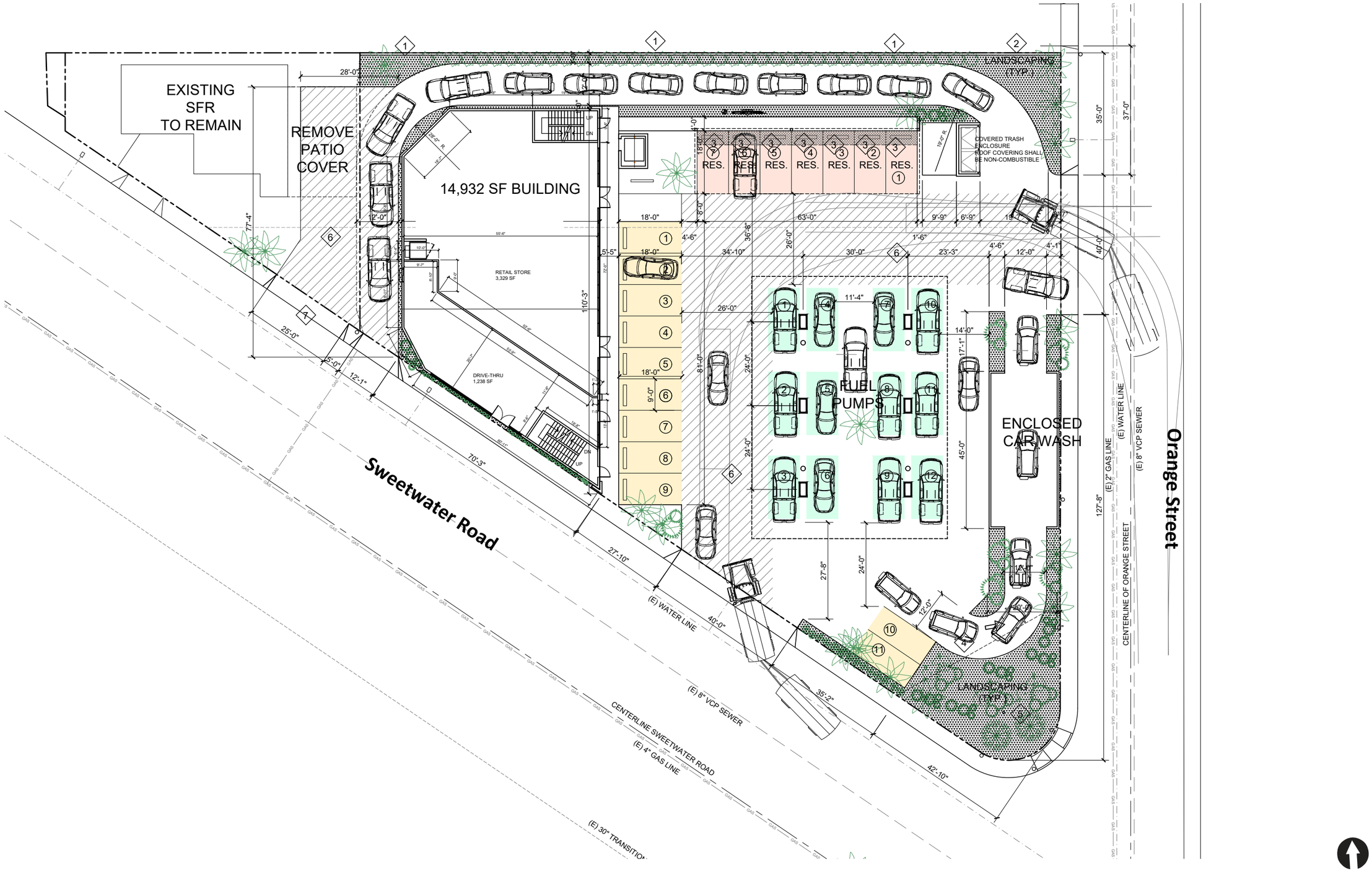
Figure 2-1
Vicinity Map



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Figure 2-2

Project Area Map



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Figure 2-3

Site Plan

SWEETWATER ROAD GASOLINE DEVELOPMENT

3.0 EXISTING CONDITIONS

Effective evaluation of the traffic impacts associated with the proposed project requires an understanding of the existing transportation system within the project area. ***Figure 3–1*** shows the existing conditions diagram, including signalized intersections and lane configurations.

3.1 Study Area

The study area intersections and segments were selected based on the Institute of Transportation Engineers (ITE) San Diego and Imperial County Sections *Guidelines for Traffic Impact Studies (TIS) in the San Diego Region (May 2019)* and discussions with National City staff. The TIS guidelines recommend that the study area be determined by where the Project adds 50 peak hour trips in either direction to the existing roadway traffic. Although this project is not expected to add 50 peak hour trips in either direction, the signalized intersections near the project site, the intersection fronting the project site, and the roadway segments adjacent to these intersections were included in the study area. The study area intersections and segments are listed below.

Intersections

1. Sweetwater Road / Euclid Avenue / I-805 SB Ramps
2. Sweetwater Road / I-805 NB Ramps
3. Sweetwater Road / Project Driveway A
4. Orange Street / Project Driveway B
5. Sweetwater Road / Orange Street
6. Sweetwater Road / Valley Road

Segments

Sweetwater Road

- Prospect Street to I-805 NB Ramps
- I-805 NB Ramps to Valley Road
- Valley Road to Stockman Street

3.2 Existing Street Network

The following is a description of the existing street network in the study area.

Sweetwater Road is classified as a Major Arterial in the National City Circulation Element. Within the study area, Sweetwater Road is a 4-Lane undivided roadway from Prospect Street to the I-805 NB Ramps. East of the I-805 NB Ramps to Valley Road it is a 4-Lane roadway with a two-way left-turn lane (TWLTL). Between Valley Road and Stockton Street, Sweetwater Road is a 4-Laneundivided roadway. Curbside parking is prohibited along these segments of Sweetwater Road, as the City recently installed Class IV Cycle Tracks along the curbline. Bus stops serve routes 961 and 968 at 30-

minute intervals along this road. The posted speed limit on Sweetwater Road ranges between 35 and 45 mph.

A HAWK Beacon is installed at the Sweetwater Road / Orange Street intersection. A HAWK Beacon (high intensity activated crosswalk beacon) is a traffic control device used to stop road traffic and allow pedestrians to cross safely. It is officially known as a pedestrian hybrid beacon. The purpose of a HAWK beacon is to allow protected pedestrian crossings, stopping vehicular traffic only as needed. The HAWK beacon is a type of traffic control alternative to traffic control signals and/or where an intersection does not meet traffic signal warrants.

Orange Street is classified in the National City Circulation Element as a local road. It is currently built as a 2-lane roadway. Orange Street is located on the east side of the project site. The adjacent land uses are mainly residential. No posted speed limit was observed, and parking is permitted on both sides of the roadway.

3.3 Existing Traffic Volumes

Peak Hour Volumes – Existing weekday commuter AM and PM peak hour (7:00-9:00 AM and 4:00-6:00 PM) traffic volumes were commissioned at the study area intersections. The counts were conducted on Tuesday, August 6, 2024, when area schools were in session.

Daily Volumes – Existing street segment Average Daily Traffic (ADT) volumes were commissioned on Tuesday, August 6, 2024.

Table 3–1 is a summary of the existing street segment average daily traffic within the project study area. ***Figure 3–2*** shows the Existing Traffic Volumes.

Appendix A contains the manual count sheets.

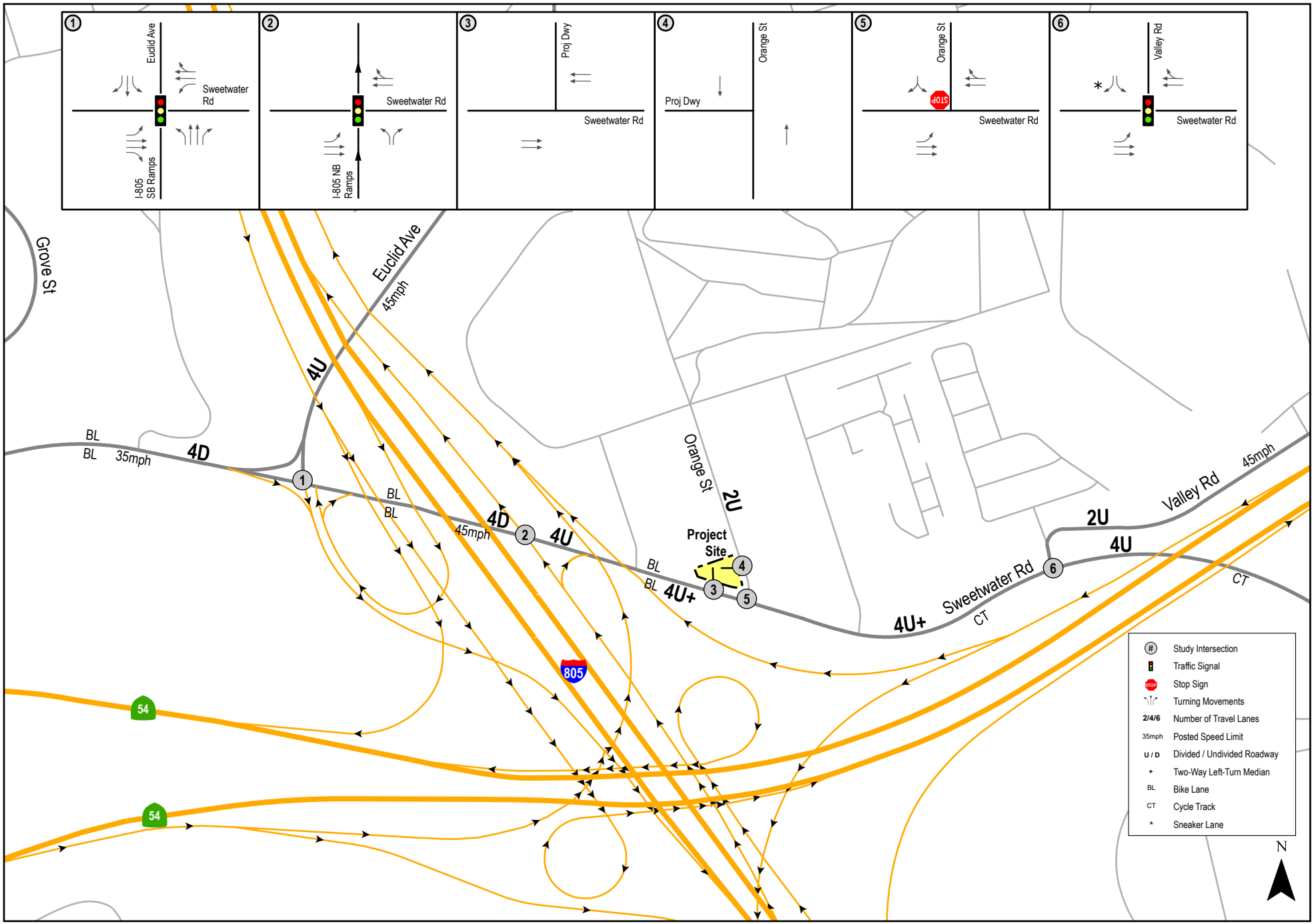
It should be noted that the Project site is located one block south of the entrance to the La Vista Memorial Park cemetery, the main entrance of which is located at the north end of Orange Street. The cemetery generally has very little traffic but does have three (3) special events during the year when traffic is atypical. These would be Memorial Day, Mother's Day and Dia De Los Muertos. While these events result in higher-than-average traffic volumes in the study area, they are not representative of typical street system operations and therefore not subject to analysis in this study.

TABLE 3–1
EXISTING TRAFFIC VOLUMES

Street Segment	ADT [a]
Sweetwater Road	
Prospect Street to I-805 NB Ramps	23,800
I-805 NB Ramps to Valley Road	25,200
Valley Road to Stockman Street	16,400

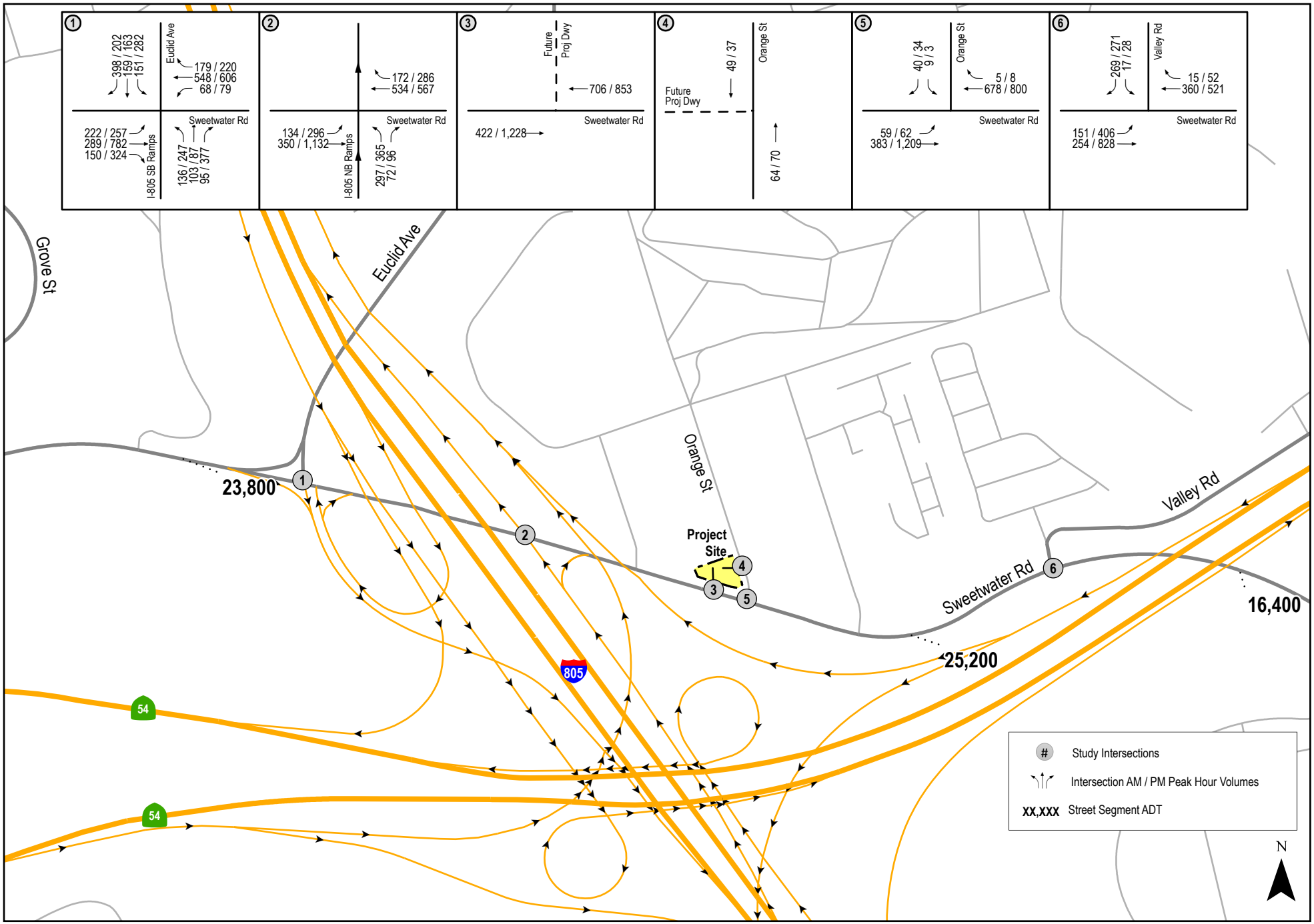
Footnotes:

a. Average Daily Traffic Volume counts conducted on Tuesday, August 6, 2024.



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Figure 3-1
Existing Conditions Diagram



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Figure 3-2
Existing Traffic Volumes

4.0 ANALYSIS APPROACH AND METHODOLOGY

Level of service (LOS) is the term used to denote the different operating conditions which occur on a given roadway segment under various traffic volume loads. It is a qualitative measure used to describe a quantitative analysis taking into account factors such as roadway geometries, signal phasing, speed, travel delay, freedom to maneuver, and safety. Level of service provides an index to the operational qualities of a roadway segment or an intersection. Level of service designations range from A to F, with LOS A representing the best operating conditions and LOS F representing the worst operating conditions. Level of service designation is reported differently for signalized and unsignalized intersections, as well as for roadway segments.

4.1 Methodology

Peak hour intersection analysis was performed to determine the potential effects of the Project on the roadway network. There are various methodologies used to analyze signalized intersections and unsignalized intersections.

The measure of effectiveness for intersection and segment operations is level of service (LOS) which denotes the operating conditions which occur at a given intersection or on a given roadway segment under various traffic volume loads. It is a qualitative measure used to describe a quantitative analysis taking into account factors such as roadway geometries, signal phasing, speed, travel delay, freedom to maneuver, and safety. LOS provides an index to the operational qualities of a roadway segment or an intersection. LOS designations range from A to F, with LOS A representing the best operating conditions and LOS F representing the worst. LOS designation is reported differently for signalized and unsignalized intersections, as well as for roadway segments.

In the Highway Capacity Manual (HCM 6), LOS for signalized intersections is defined in terms of delay. The LOS analysis provides results in seconds of delay expressed in terms of letters A through F. Delay is a measure of driver discomfort, frustration, fuel consumption, and lost travel time.

Table 4–1 lists the criteria, which are based on the average control delay for any particular minor movement (unsignalized intersections) and overall intersection (signalized intersections). For signalized intersections, LOS criteria are stated in terms of the average control delay per vehicle for a 15-minute analysis period. Control delays include initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. ***Table 4–2*** summarizes the delay thresholds in seconds for each corresponding level of service for signalized and unsignalized intersections.

4.2 Signalized Intersections

LOS A describes operations with very low delay, (i.e. less than 10.0 seconds per vehicle). This occurs when progression is extremely favorable, and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.

LOS B describes operations with delay in the range 10.1 seconds and 20.0 seconds per vehicle. This generally occurs with good progression and/or short cycle lengths. More vehicles stop than for LOS A, causing higher levels of Average delay.

LOS C describes operations with delay in the range 20.1 seconds and 35.0 seconds per vehicle. These higher delays may result from fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.

LOS D describes operations with delay in the range 35.1 seconds and 55.0 seconds per vehicle. At level D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or higher v/c ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are frequent.

LOS E describes operations with delay in the range of 55.1 seconds to 80.0 seconds per vehicle. This is considered to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent occurrences.

LOS F describes operations with delay in excess of over 80.0 seconds per vehicle. This is considered to be unacceptable to most drivers. This condition often occurs with over-saturation (i.e., when arrival flow rates exceed the capacity of the intersection). It may also occur at high v/c ratios below 1.00 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing causes to such delay levels.

4.3 Unsignalized Intersections

For unsignalized intersections, LOS is determined by the computed or measured control delay and is defined for each minor movement. For All-Way-Stop-controlled (AWSC) intersections, the overall intersection delay is reported. For two-way-stop-controlled (TWSC) intersections, LOS is not defined for the intersection as a whole, but the worst-case movement (typically the minor street left-turn) delay and LOS are reported.

LOS F exists when there are insufficient gaps of suitable size to allow a side street demand to safely cross through a major street traffic stream. This LOS is generally evident from extremely long control delays experienced by side-street traffic and by queuing on the minor-street approaches. The method, however, is based on a constant critical gap size; that is, the critical gap remains constant no matter how long the side-street motorist waits.

LOS F may also appear in the form of side-street vehicles selecting smaller-than-usual gaps. In such cases, safety may be a problem, and some disruption to the major traffic stream may result. It is important to note that LOS F may not always result in long queues but may result in adjustments to normal gap acceptance behavior, which are more difficult to observe in the field than queuing.

TABLE 4–1
INTERSECTION LEVEL OF SERVICE DESCRIPTIONS

LOS	Description
A	Occurs when progression is extremely favorable, and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.
B	Generally, occurs with good progression and/or short cycle lengths. More vehicles stop than for LOS A, causing higher levels of average delay.
C	Generally, results when there is fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear in this level. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.
D	Generally, results in noticeable congestion. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volume-to-capacity ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
E	Considered to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high volume-to-capacity ratios. Individual cycle failures are frequent occurrences.
F	Considered to be unacceptable to most drivers. This condition often occurs with over saturation i.e. when arrival flow rates exceed the capacity of the intersection. It may also occur at high volume-to-capacity ratios below 1.00 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing causes to such delay levels

TABLE 4–2
INTERSECTION LEVEL OF SERVICE (LOS) & DELAY RANGES

LOS	Delay (seconds/vehicle)	
	Signalized Intersections	Unsignalized Intersections
A	≤ 10.0	≤ 10.0
B	10.1 to 20.0	10.1 to 15.0
C	20.1 to 35.0	15.1 to 25.0
D	35.1 to 55.0	25.1 to 35.0
E	55.1 to 80.0	35.1 to 50.0
F	≥ 80.1	≥ 50.1

Source: Highway Capacity Manual 6.

4.4 Street Segments

Street segment analysis is based upon the comparison of daily traffic volumes (ADTs) to the National City Roadway Classification, Level of Service, and ADT Table. This table provides segment capacities for different street classifications based on traffic volumes and roadway characteristics. ***Table 4–3*** summarizes the National City's *Roadway Classification, Level of Service, and ADT*.

TABLE 4–3
CIRCULATION ELEMENT ROADWAY CLASSIFICATIONS
CAPACITY AND LEVEL OF SERVICE STANDARDS

Street Classification	# of Lanes	Level of Service *					
		A	B	C	D	E	F
Arterial	6	0-20,000	20,001- 28,000	28,001-40,000	40,001-45,000	45,001-50,000	50,001+
Arterial	4	0-15,000	15,001-21,000	21,001-30,000	30,001-35,000	35,001-40,000	40,001+
Arterial	4	0-10,000	10,001-14,000	14,001-20,000	20,001-25,000	25,001-30,000	30,001+
Arterial	3+1	0-8,500	8,501-12,000	12,001-17,000	17,001-21,000	21,001-25,000	25,001+
Collector	4	0-7,000	7,001-10,000	10,001-14,000	14,001-17,000	17,001-20,000	20,001+
Collector	2+1	0-5,000	5,001-7,000	7,001-10,000	10,001-13,000	13,001-15,000	15,001+
Collector	2	0-4,000	4,001-5,500	5,501-7,500	7,501-9,000	9,001-10,000	10,001+

* Approximate recommended Average Daily Traffic based upon the ITE San Diego and Imperial County Sections TIS Guidelines, as amended by the City of National City.

5.0 SUBSTANTIAL TRAFFIC EFFECT CRITERIA

National City uses the regionally adopted ITE San Diego and Imperial County Sections TIS Guidelines for the purposes of traffic impact analysis. National City considers LOS D as the minimum acceptable level of service.

A project is considered to have a substantial traffic effect if the new project traffic decreases the operations of surrounding roadways by a defined threshold. The defined thresholds shown in ***Table 5–1*** for roadway segments and intersections are based on published ITE San Diego and Imperial County Sections TIS Guidelines. If the project exceeds the thresholds in *Table 5–1*, then the project may be considered to have a substantial traffic effect. A feasible improvement should be identified to return the project effect within the thresholds (pre-project + allowable increase) to ensure that the project is consistent with the City of National City General Plan transportation improvements.

TABLE 5–1
SUBSTANTIAL TRAFFIC EFFECT THRESHOLDS

Level of Service with Project	Allowable Increase Due to Project Effects [a]	
	Roadway Segments	Intersections
	V/C	Delay (sec.)
E & F [b]	0.02	2.0

Footnotes:

a. If a proposed project's traffic effects exceed the values shown in the table, then the effects are deemed "substantial." The project applicant is recommended to identify "feasible improvements" to achieve LOS D or better.
b. The acceptable Level of Service (LOS) standard for roadways and intersections in the City of National City is LOS D. Hence, if the project maintains the level of service at LOS D, the impact is not considered substantial.

General Notes:

V/C = Volume to Capacity Ratio
Delay = Average stopped delay per vehicle measured in seconds for intersections.
LOS = Level of Service

6.0 ANALYSIS OF EXISTING CONDITIONS

6.1 Peak Hour Intersection Levels of Service

Table 6–1 summarizes the intersection operations under existing conditions. As shown in *Table 6–1*, all intersections operate at LOS D or better. ***Appendix B*** contains the Existing peak hour analysis worksheets.

TABLE 6–1
EXISTING INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Delay[a]	LOS[b]
1. Sweetwater Rd / Euclid Ave / I-805 SB Ramps	Signal	AM	32.8	C
		PM	45.6	D
2. Sweetwater Rd / I-805 NB Ramps	Signal	AM	17.9	B
		PM	30.5	C
3. Sweetwater Rd / Driveway A	DNE	AM	DNE	DNE
		PM	DNE	DNE
4. Driveway B / Orange St	DNE	AM	DNE	DNE
		PM	DNE	DNE
5. Sweetwater Rd / Orange St	TWSC[c]	AM	13.2	B
		PM	13.6	B
6. Sweetwater Rd / Valley Rd	Signal	AM	26.7	C
		PM	41.0	D

Footnotes:
a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. Two-Way stop-controlled intersection. Minor street left turn delay and LOS reported.

General Note:
DNE – Does Not Exist.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 55.0	D	25.1 to 35.0	D
55.1 to 80.0	E	35.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

6.2 Daily Street Segment Levels of Service

- ***Table 6–2*** summarizes the street segment operations under the existing conditions. As shown in *Table 6–2*, all segments are calculated to currently operate at LOS D or better.

TABLE 6–2
EXISTING STREET SEGMENT OPERATIONS

Street Segment	Classification	Capacity (LOS E) [a]	ADT [b]	LOS [c]	V/C [d]
Sweetwater Road					
Prospect St to I-805 NB Ramps	4-lane Major Arterial	40,000	23,800	0.595	C
I-805 NB Ramps to Valley Rd	4-lane Major Arterial	40,000	25,200	0.630	C
Valley Rd to Stockman St	6-lane Major Arterial	50,000	16,400	0.410	B

Footnotes:

a. Capacities based on National City Circulation Element Roadway Classification Table, ***Appendix C***.
b. Average Daily Traffic Volumes.
c. Level of Service.
d. Volume to Capacity Ratio.

General Notes:

Bold indicates LOS E or F operations.

7.0 CUMULATIVE PROJECTS

Two planned projects in the area would be expected to add traffic to the roadways surrounding the project site. LLG coordinated with City staff to compile a list of relevant cumulative projects for consideration in the analysis. The following is a brief description of the two (2) cumulative projects identified for consideration in the analysis.

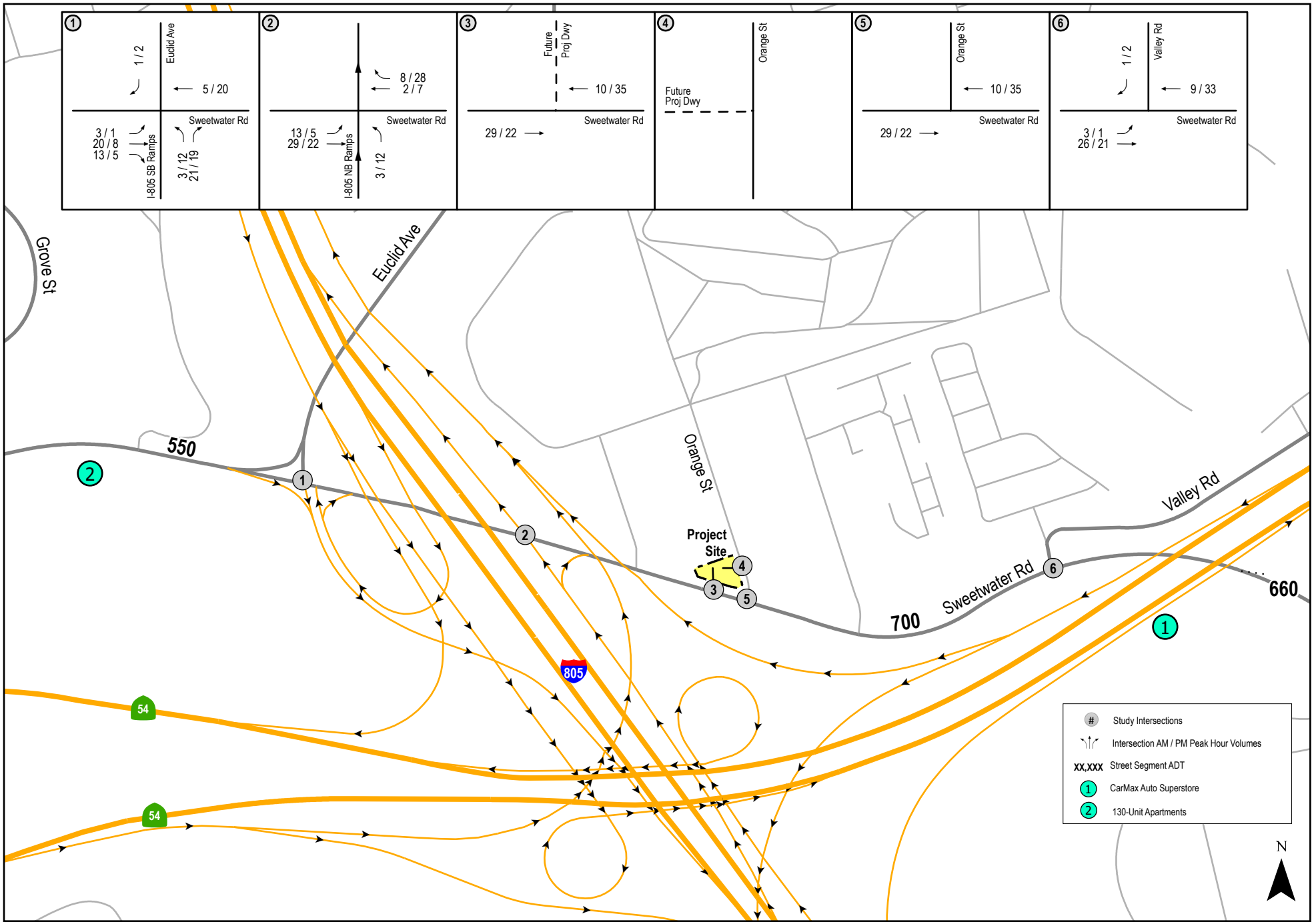
7.1 Description of Projects

CarMax Auto Superstore – The project site is located at the southeast corner of I-805, State Route (SR) 54 and Sweetwater Road, along Plaza Bonita Road. The site is currently undeveloped. The project proposes the construction of a 7.73-acre CarMax Auto Superstore. Trip generation from the project is calculated based on the SANDAG trip rate for auto sales (dealer/repair). Trips are evenly distributed county-wide. Only trips coming from the north direction (25% of total ADT) will pass streets adjacent to the project site. The Project is calculated to generate 2,319 ADT (116 trips during the AM peak hour and 186 trips during the PM peak hour) at its driveway.

Sweetwater Road & 2nd Avenue Apartments – The project site is located along N. 2nd Avenue and Sweetwater Road within the City of National City. The site is currently undeveloped. The project proposes the construction of 130 apartment units. Trip generation from the project is calculated based on the SANDAG trip rate for apartments. The Project is calculated to generate 780 ADT (62 trips during the AM peak hour and 70 trips during the PM peak hour).

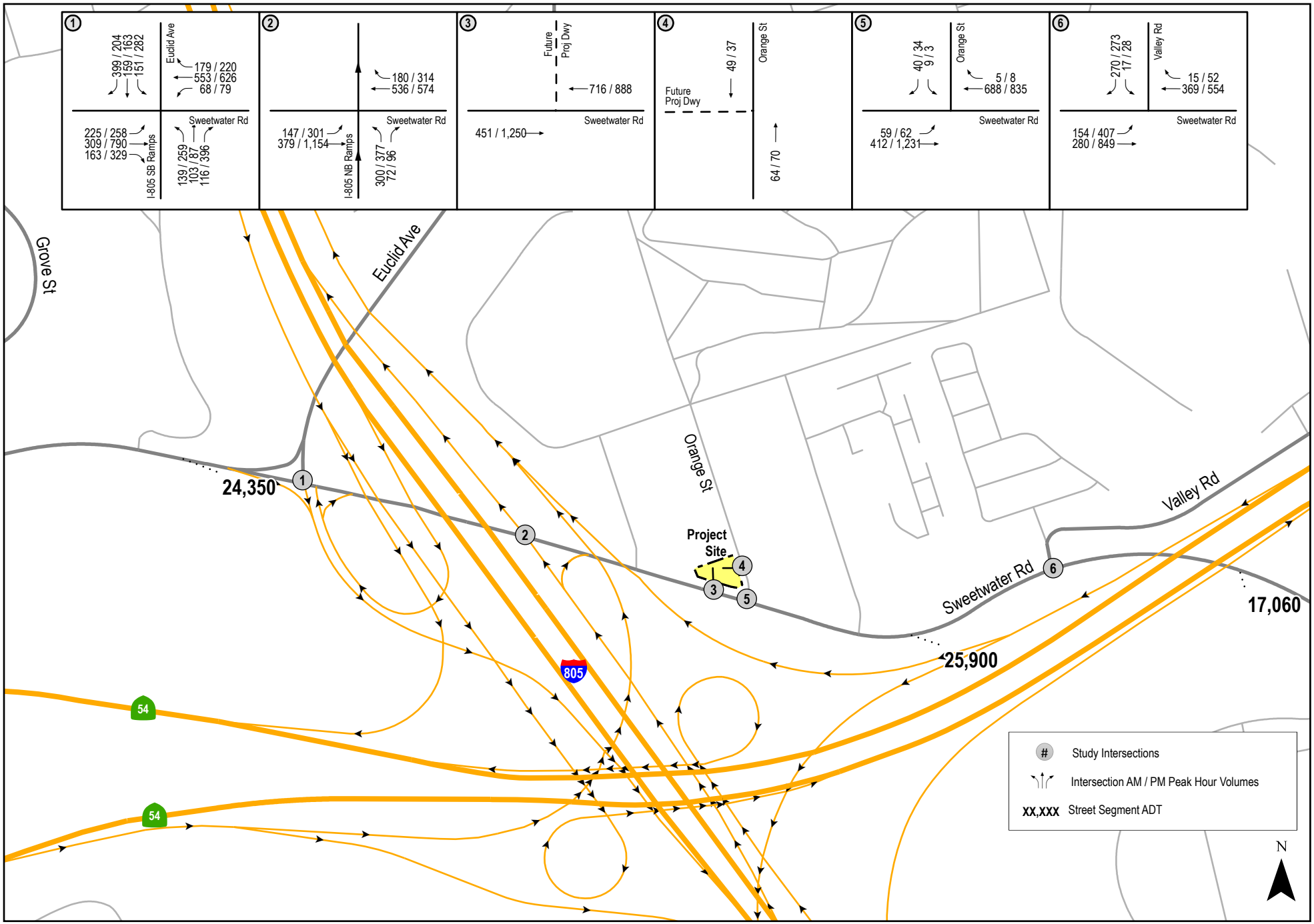
Figure 7–1 depicts the cumulative project location and the total AM/PM peak hour intersection and ADT volumes in the study area. ***Figure 7–2*** depicts the AM/PM peak hour and ADT volumes for the Existing + Cumulative Projects scenario.

Appendix D includes the trip generation analysis for both cumulative projects.



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Figure 7-1
Cumulative Projects Traffic Volumes



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Figure 8-2
Existing + Cumulative Projects Traffic Volumes

8.0 TRIP GENERATION/DISTRIBUTION/ASSIGNMENT

8.1 Trip Generation

The SANDAG's *(Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region*, April 2002, and Institute of Transportation Engineers (ITE) *Trip Generation* Manual, 11th Edition, were reviewed to determine the appropriate trip generation rates for the project. Based on the project description, the following rates were used:

- **Apartments:** SANDAG trip rates for Apartment or any multi-family units more than 20 DU per Acre were used.
- **Gas Station, Convenience Store and Carwash:** SANDAG trip and pass-by rates for Automobile Gasoline with Food Mart and Car Wash were used.
- **Drive-Through restaurant:** The drive-through restaurant is part of the convenience store and does not have indoor seating. The trips generated by the restaurant were accounted for separately for a conservative analysis.

  Trip and pass-by rates for Land Use 935, Fast-Food Restaurant with Drive-Through Window and No Indoor Seating, Institute of Transportation Engineers (ITE) *Trip Generation* Manual, 11th Edition were used. The daily trip rate is not provided in the ITE Trip Generation manual, and hence, the SANDAG daily rate for fast-food with drive-thru of 650/ksf for 1,297 SF was used.

  ITE only provides pass-by rates for PM peak hour. PM peak hour ITE rates were assumed for ADT and AM peak hour.

Appendix E contains the SANDAG and ITE trip generation sheets for each land use.

8.1.1 *Pass-By Trips / Primary Trips Discussion*

Development of new land uses creates trips on a street system that are new, or "primary" trips. However, several types of retail/commercial developments experience local and regional trips at the driveway that are already on the street system whether that development exists or not. These trips are known as "pass-by" trips. For example, if a driver on the way to work stops at a gas station and then carries on to work, that would be considered a pass-by trip. Pass-by trips only appear as "new" trips at the project driveway. Pass-by trips were based on SANDAG and ITE guidelines and existing traffic patterns.

The remaining trips are those that are new to the street system, also called "primary" trips. These trips occur due to the development of the project, and the project itself becomes one end of a primary trip, either the origin or the destination.

8.1.2 *Total Trips*

Table 8–1 summarizes the total Project trips. The project is calculated to generate a total of approximately 2,743 daily trips with 195 AM peak hour trips (96 inbound and 99 outbound) and 231 PM peak hour trips (118 inbound and 113 outbound).

8.1.3 *Primary Trips*

Table 8–1 also summarizes the Project Primary trips. The project is calculated to generate a total of approximately 1,961 daily Primary trips with 140 AM peak hour trips (69 inbound and 71 outbound) and 166 PM peak hour trips (85 inbound and 81 outbound).

8.1.4 *Pass-By Trips*

Table 8–1 also summarizes the Project Pass-By trips. The project is calculated to generate a total of approximately 782 daily Pass-By trips with 55 AM peak hour trips (27 inbound and 28 outbound) and 65 PM peak hour trips (33 inbound and 32 outbound).

8.2 Trip Distribution

The project-generated traffic was distributed to the street system based on the existing roadway network and travel patterns, a working knowledge of the local transportation system, and a review of the proposed land uses. Separate distribution percentages were developed for the Project Primary and Pass-by trips.

Figure 8–1 depicts the regional project traffic distribution percentages for the Primary Trips. ***Figure 8–2*** depicts project traffic distribution percentages for the Pass-by Trips. For both Primary and Pass-by trips, outbound trips from the drive-through were assigned to the full access driveway on Sweetwater Road to provide a conservative analysis.

8.3 Trip Assignment

Figure 8–3 depicts the assigned Project Primary AM/PM peak hour traffic and ADT based on the trip distribution shown in *Figure 8–1*. ***Figure 8–4*** shows the Project Pass-By AM/PM peak hour traffic at the site driveways based on the distribution percentages in *Figure 8–2*. Pass-by trips do not represent new ADT on the street system. ***Figure 8–5*** depicts the total project traffic assignment.

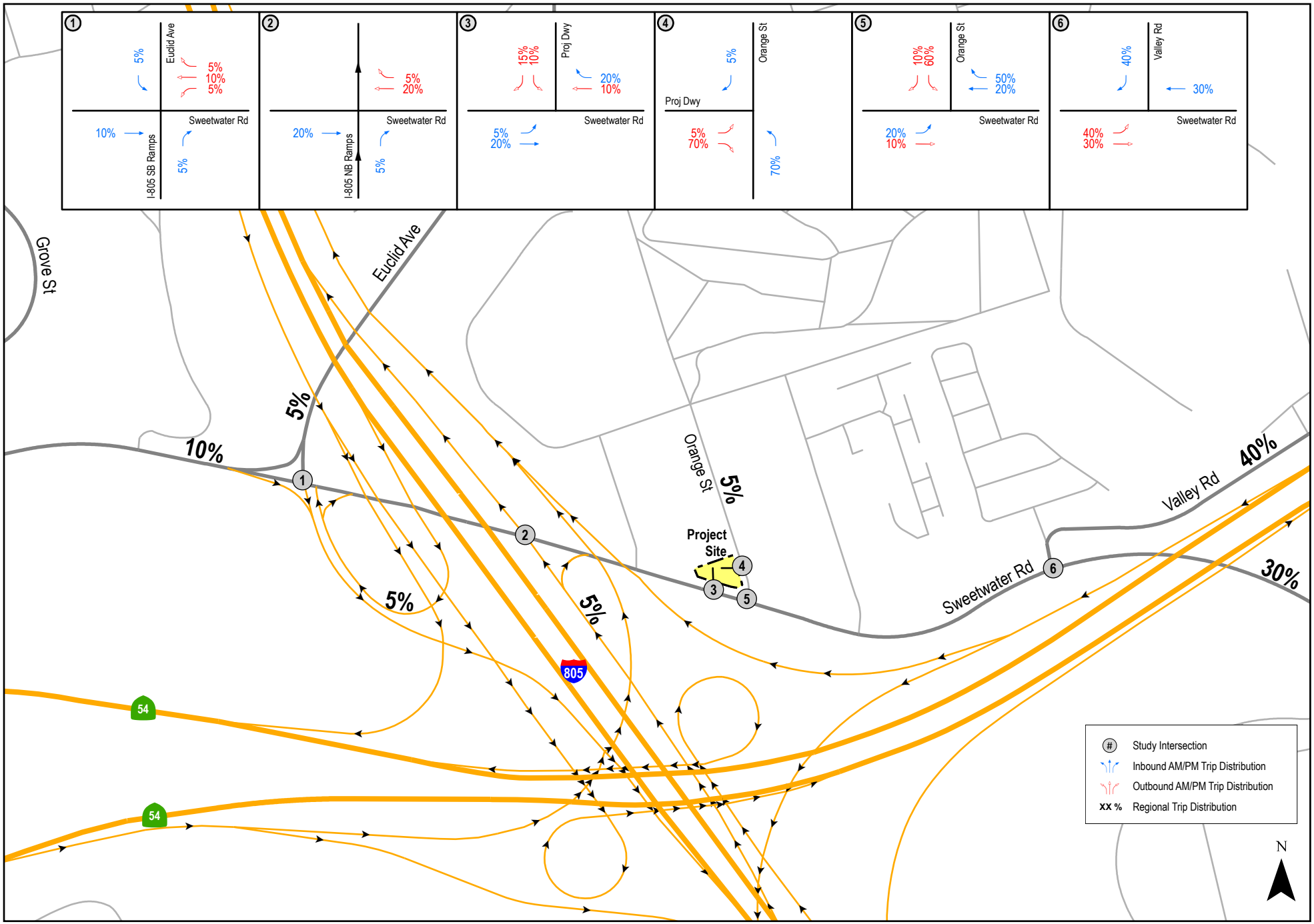
Figure 8–6 depicts the AM/PM peak hours and ADT volumes for the Existing + Project scenario. ***Figure 8–7*** depicts the AM/PM peak hours and ADT volumes for the Existing + Project + Cumulative Projects scenario.

TABLE 8–1
TRIP GENERATION SUMMARY

Land Use	Size	Daily Trip Ends (ADTs)		AM Peak Hour					PM Peak Hour				
		Rate [a]	Volume	% of ADT	In:Out Split	Volume			% of ADT	In:Out Split	Volume		
						In	Out	Total			In	Out	Total
1. Apartments	5 DU	6 /DU	30	8%	20:80	1	2	3	10%	70:30	3	1	4
2. Gasoline with Food Mart & Car Wash	12 Fueling Space	155 Fueling Space	1,860	8%	50:50	75	74	149	9%	50:50	84	83	167
	Primary [b]	72%	1,339			54	53	107			60	60	120
	Pass-By [b]	28%	521			21	21	42			24	23	47
3. Fast-Food Restaurant with Drive-Through Window and No Indoor Seating [c, d]	1.297 KSF	650 KSF	843	43 /Drive-Thru Lane	47:53	20	23	43	59.5 /Drive-Thru Lane	51:49	31	29	60
	Primary [e]	69%	582			14	16	30			21	20	41
	Pass-By [e]	31%	261			6	7	13			10	9	19
Total Project			**2,743**			**96**	**99**	**195**			**118**	**113**	**231**
Primary			**1,961**			**69**	**71**	**140**			**85**	**81**	**166**
Pass-by			**782**			**27**	**28**	**55**			**33**	**32**	**65**

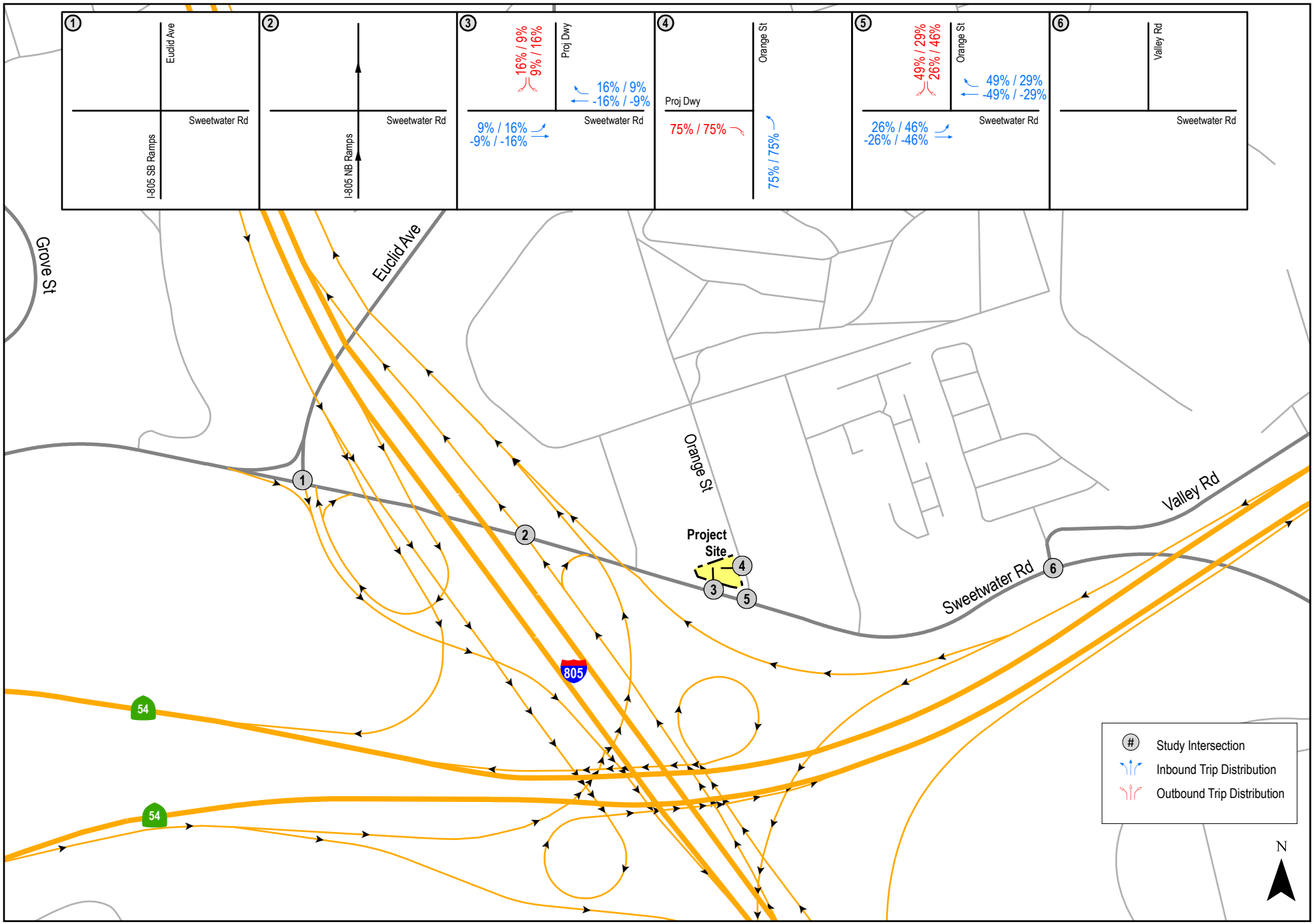
Footnotes:

a. Rates are based on SANDAG's (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002, unless otherwise specified.
b. Primary and pass-by rates from SANDAG.
c. Trip and pass-by rates for Land Use 935, Fast-Food Restaurant with Drive-Through Window and No Indoor Seating, Institute of Transportation Engineers (ITE) *Trip Generation* Manual, 11th Edition.
d. The daily trip rate is not provided in the ITE Trip Generation manual and hence the SANDAG daily rate for fast-food with drive-thru of 650/ksf for 1,297 SF was used.
e. ITE only provides pass-by rates for PM peak hour. PM peak hour ITE rates were assumed for ADT and AM peak hour.



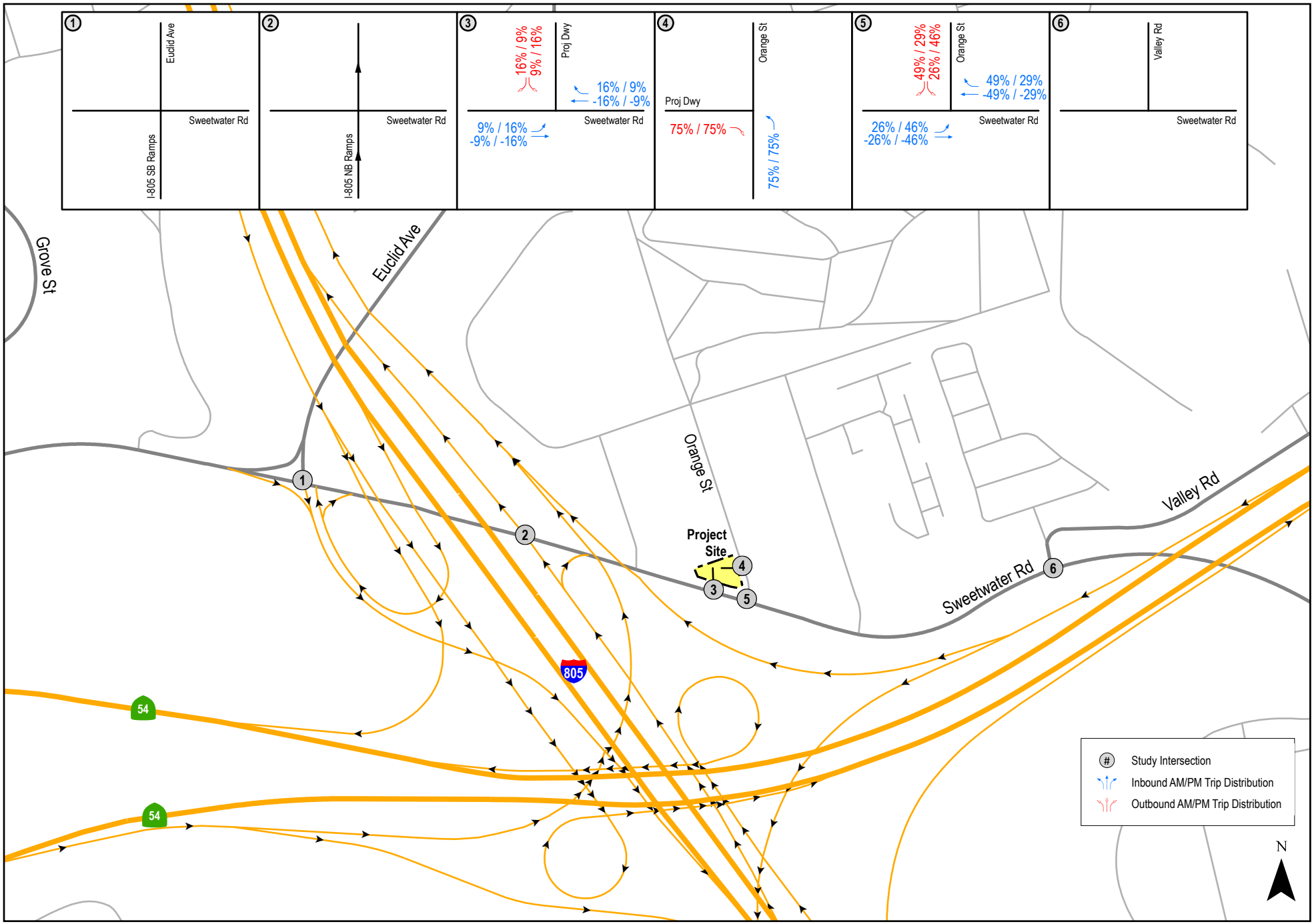
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Figure 8-1
Project Primary Traffic Distribution



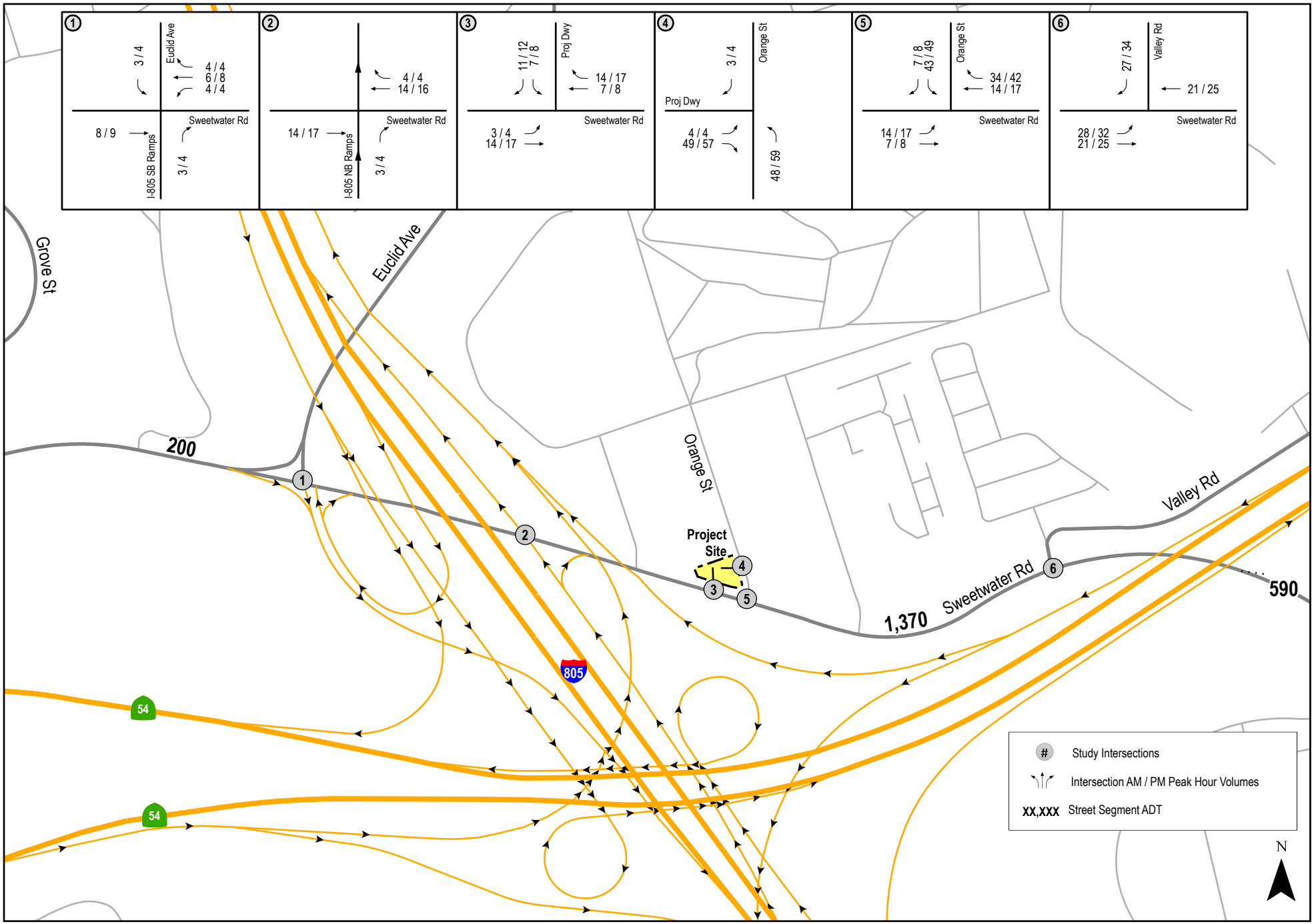
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Figure 8-2
Project Pass-By Traffic Distribution



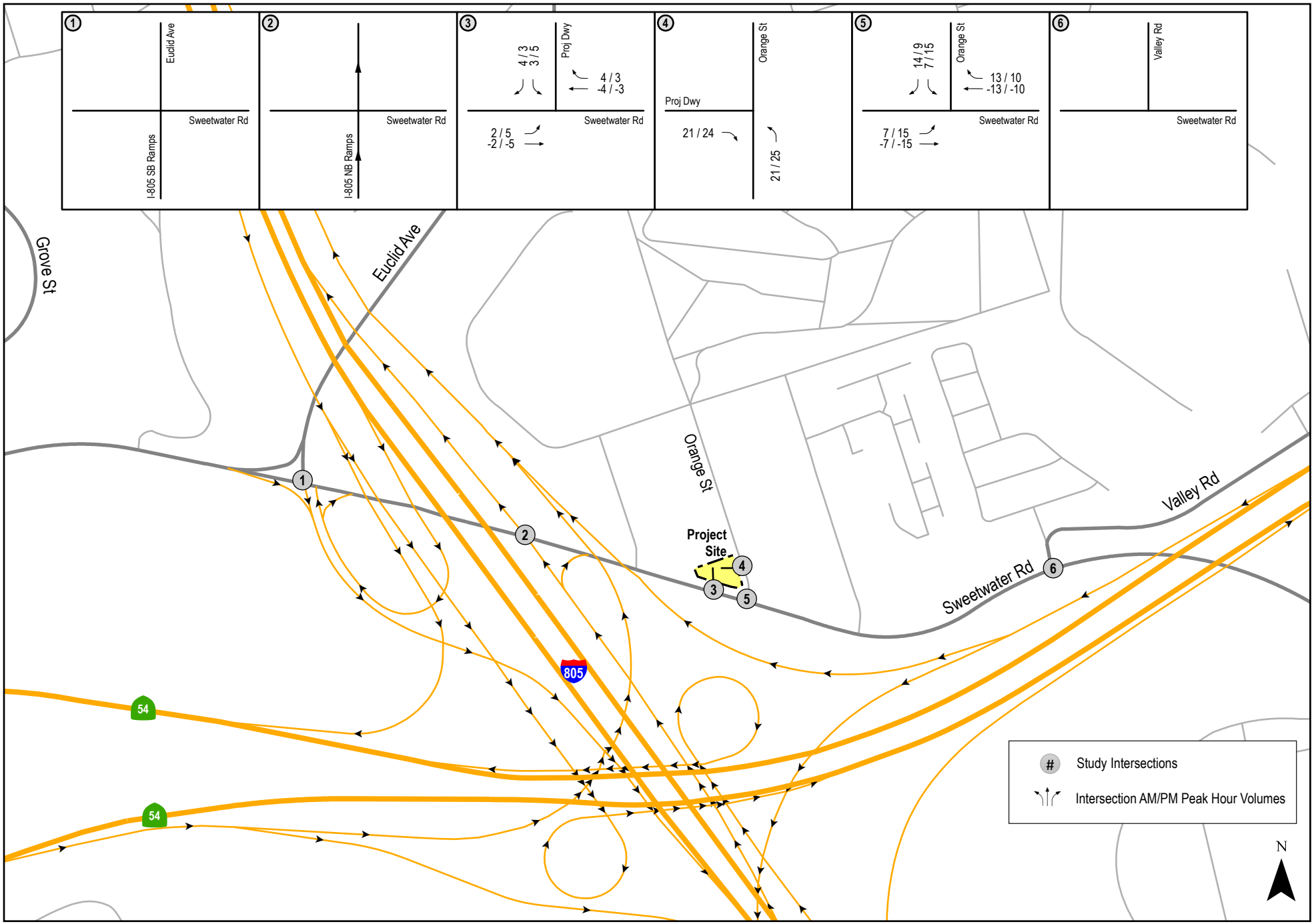
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Figure 8-2
Project Pass-By Traffic Distribution



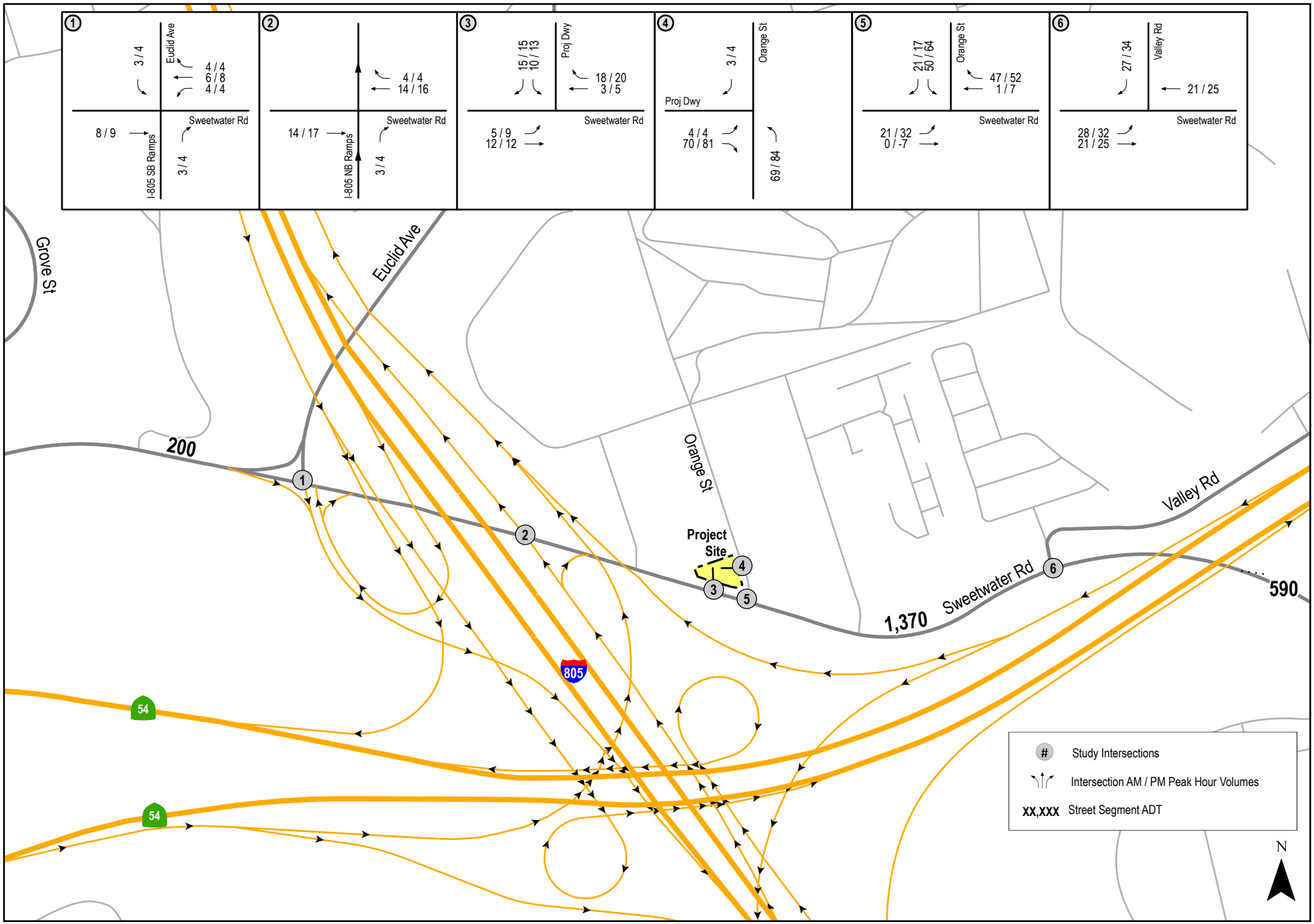
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Figure 8-3
Project Primary Traffic Volumes



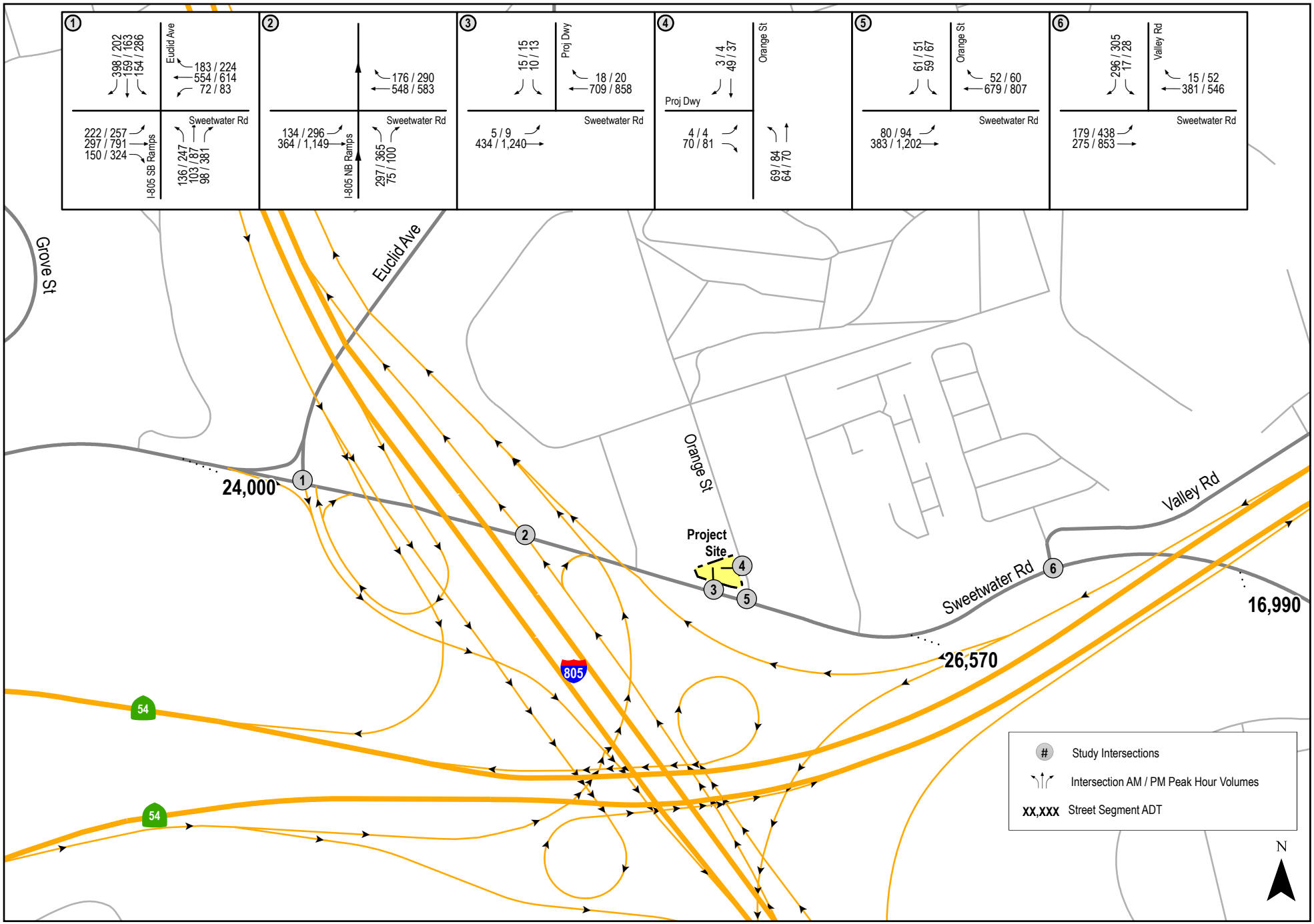
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Figure 8-4
Project Pass-By Traffic Volumes



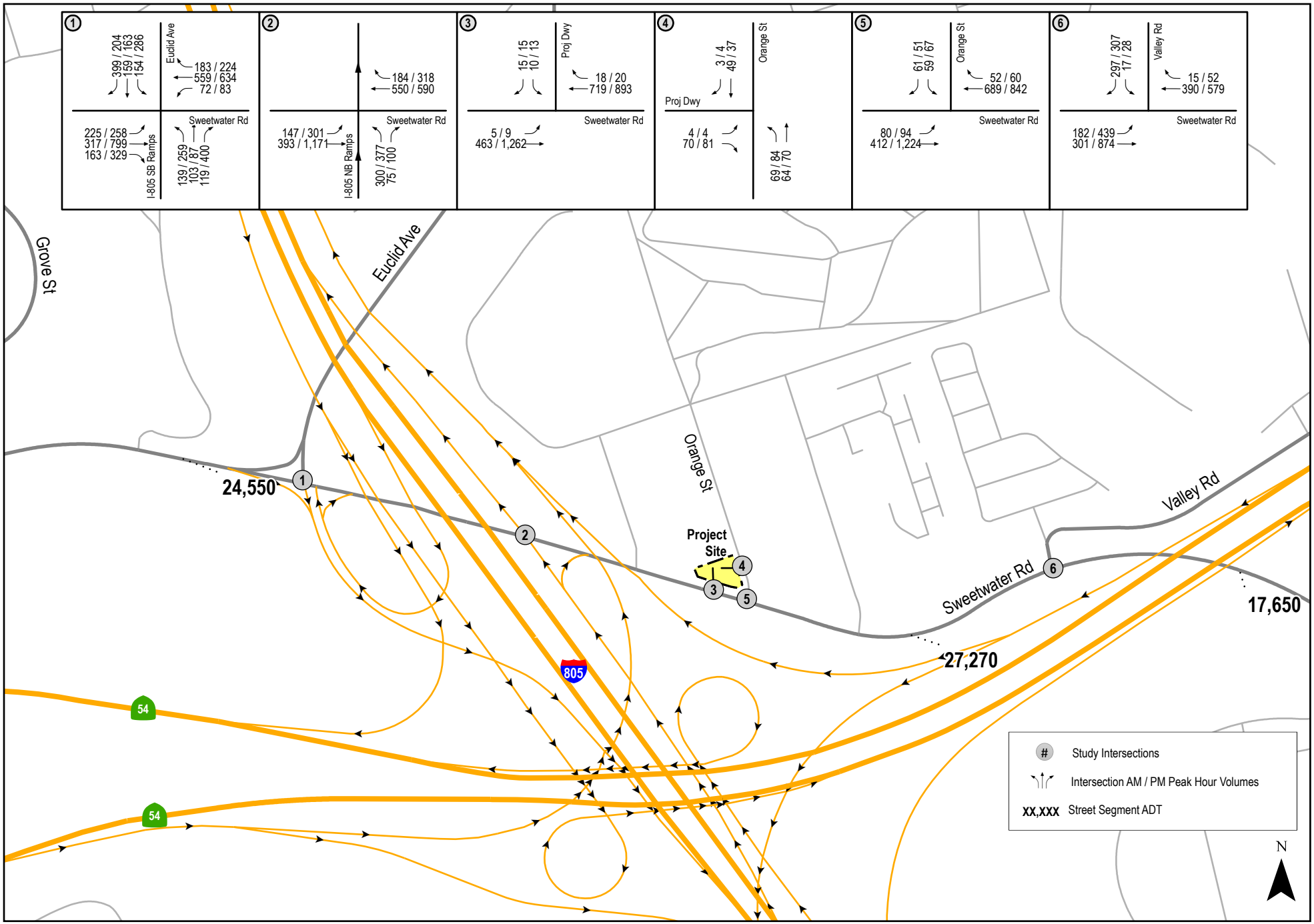
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Figure 8-5
Total Project Traffic Volumes



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Figure 8-6
Existing + Project Traffic Volumes



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Figure 8-7
Existing + Project + Cumulative Projects Traffic Volumes

9.0 ANALYSIS OF NEAR-TERM SCENARIOS

This section discusses the near-term operations of the intersections and street segments in the project study area.

9.1 Existing + Project

9.1.1 *Intersection Analysis*

Table 9–1 summarizes the intersection operations under Existing + Project conditions. With the addition of project traffic volumes, all intersections are calculated to continue to operate at LOS D or better except for the following:

- Sweetwater Road / Orange Street intersection - LOS E

The increase in the delay due to the project is more than 2 seconds and therefore, the Project has a significant impact at this intersection.

Appendix F contains the Existing + Project peak hour analysis worksheets.

9.1.2 *Segment Operations*

Table 9–2 summarizes the street segment operations under Existing + Project conditions. With the addition of project traffic volumes, all street segments are calculated to continue to operate at LOS D or better..

9.2 Existing + Cumulative Projects

9.2.1 *Intersection Analysis*

Table 9–3 summarizes the intersection operations under Existing + Cumulative Project conditions. With the addition of cumulative projects traffic volumes, all intersections are calculated to continue to operate at LOS D or better.

Appendix G contains the Existing + Cumulative peak hour analysis worksheets.

9.2.2 *Segment Operations*

Table 9–4 summarizes the street segment operations under Existing + Cumulative Project conditions. With the addition of cumulative projects traffic volumes, all street segments are calculated to continue to operate at LOS D or better. Existing + Project + Cumulative Projects

9.3 Existing + Project + Cumulative Projects

9.3.1 *Intersection Analysis*

Table 9–3 summarizes the intersection operations under Existing + Project + Cumulative Projects conditions. As shown in *Table 9–3*, with the addition of Project and Cumulative project traffic, all intersections are calculated to continue to operate at LOS D or better except the following:

- Sweetwater Road / Orange Street intersection - LOS E

The increase in the delay due to the project is more than 2 seconds and therefore, the Project has a substantial effect impact at this intersection. It is recommended that a traffic signal be installed at this intersection if signal warrants are met. A signal warrant analysis is included in *Section 10*.

Appendix H contains the Existing + Project + Cumulative Projects peak hour analysis worksheets.

9.3.2 *Segment Operations*

Table 9–4 summarizes the street segment operations under Existing + Project + Cumulative Projects conditions. With the addition of project and cumulative traffic volumes, all street segments are calculated to continue to operate at LOS D or better.

TABLE 9–1
EXISTING + PROJECT INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Existing		Existing + Project		Δ Delay[c]	Substantial Effect
			Delay[a]	LOS[b]	Delay	LOS		
1. Sweetwater Rd / Euclid Ave / I-805 SB Ramps	Signal	AM	32.8	C	34.4	C	1.6	No
		PM	45.6	D	46.3	D	0.7	No
2. Sweetwater Rd / I-805 NB Ramps	Signal	AM	17.9	B	18.2	B	0.3	No
		PM	30.5	C	31.4	C	0.9	No
3. Sweetwater Road / Driveway A	TWSC[d]	AM	0.0	A	13.8	B	13.8	No
		PM	0.0	A	18.1	C	18.1	No
4. Driveway B / Orange St	Signal	AM	0.0	A	9.2	A	9.2	No
		PM	0.0	A	9.2	A	9.2	No
5. Sweetwater Rd / Orange St	TWSC[d]	AM	13.2	B	23.2	C	10.0	No
		PM	13.6	B	**39.2**	**E**	**25.6**	**Yes**
6. Sweetwater Rd / Valley Rd	Signal	AM	26.7	C	28.7	C	2.0	No
		PM	41.0	D	51.9	D	10.9	No

Footnotes:

a. Average delay expressed in seconds per vehicle.
b. Level of Service
c. Δ denotes the increase in delay due to Project.
d. Two-way stop control.

General Note:

DNE – Does Not Exist.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 55.0	D	25.1 to 35.0	D
55.1 to 80.0	E	35.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

TABLE 9–2
EXISTING + PROJECT SEGMENT OPERATIONS

Street Segment	Capacity (LOS E) [a]	Existing			Existing + Project			Δ V/C [e]	Substantial Effect
		ADT[b]	V/C[c]	LOS[d]	ADT	V/C	LOS		
Sweetwater Road									
Prospect Street to I-805 NB Ramps	40,000	23,800	0.595	C	24,000	0.600	C	0.005	No
I-805 NB Ramps to Valley Road	40,000	25,200	0.630	C	26,570	0.664	C	0.034	No
Valley Road to Stockman Street	50,000	16,400	0.410	B	16,990	0.425	B	0.015	No

Footnotes:

a. Capacities based on National City Roadway Classification & LOS table
b. Average Daily Traffic
c. Volume to Capacity ratio
d. Level of Service
e. Δ denotes a project-induced increase in the Volume to Capacity ratio

TABLE 9–3
EXISTING + CUMULATIVE PROJECTS + PROJECT INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Existing + Cumulative Projects		Existing + Project + Cumulative Projects		Δ Delay [c]	Substantial Effect
			Delay[a]	LOS[b]	Delay	LOS		
1. Sweetwater Rd / Euclid Ave / I-805 SB Ramps	Signal	AM	33.2	C	34.8	C	1.6	No
		PM	48.1	D	48.8	D	0.7	No
2. Sweetwater Rd / I-805 NB Ramps	Signal	AM	18.6	B	18.9	B	0.3	No
		PM	35.0	C	36.6	C	1.6	No
3. Sweetwater Road / Driveway A	TWSC[d]	AM	0.0	A	13.9	B	13.9	No
		PM	0.0	A	18.6	C	18.6	No
4. Driveway B / Orange St	Signal	AM	0.0	A	9.2	A	9.2	No
		PM	0.0	A	9.2	A	9.2	No
5. Sweetwater Rd / Orange St	TWSC[d]	AM	13.4	B	23.7	C	10.3	No
		PM	13.9	B	**41.5**	**E**	**28.6**	**Yes**
6. Sweetwater Rd / Valley Rd	Signal	AM	26.3	C	28.4	C	2.1	No
		PM	41.1	D	52.1	D	11.0	No

Footnotes:

a. Average delay expressed in seconds per vehicle.
b. Level of Service
c. Δ denotes the increase in delay due to Project.
d. Two-way stop control.

General Note:

DNE – Does Not Exist.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 55.0	D	25.1 to 35.0	D
55.1 to 80.0	E	35.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

TABLE 9–4
EXISTING + PROJECT + CUMULATIVE PROJECTS SEGMENT OPERATIONS

Street Segment	Capacity (LOS E)[a]	Existing + Cumulative Projects			Existing + Project + Cumulative Projects			Δ V/C [e]	Substantial Effect
		ADT[b]	V/C[c]	LOS[d]	ADT	V/C	LOS		
Sweetwater Road									
Prospect Street to I-805 NB Ramps	40,000	24,350	0.609	C	24,550	0.614	C	0.005	No
I-805 NB Ramps to Valley Road	40,000	25,900	0.648	C	27,270	0.682	C	0.034	No
Valley Road to Stockman Street	50,000	17,060	0.427	B	17,650	0.441	B	0.015	No

Footnotes:

a. Capacities based on National City Roadway Classification & LOS table (See Appendix C).
b. Average Daily Traffic
c. Volume to Capacity ratio
d. Level of Service
e. Δ denotes a project-induced increase in the Volume to Capacity ratio.
f. The Project does not have a substantial effect though the segment is calculated to operate at LOS E without and with Project traffic since the increase in V/C is less than 0.02.

10.0 SIGNAL WARRANT ANALYSIS

Assumptions

The Sweetwater Road / Orange Street intersection is currently a three-leg intersection with no south leg as described below:

- **Southbound:** One shared left/ right lane
- **Westbound:** One through lane and one shared through / right-turn lane
- **Eastbound:** One left turn lane and two through lanes

The following assumptions are made in determining the conditions at the subject intersection:

- *Approach Lanes:*

  Page 847 of the California Manual On Uniform Traffic Control Devices (MUTCD) 2014 Edition states "*for an approach with one lane for through and right-turning traffic plus a left-turn lane, if engineering judgment indicates that it should be considered a one-lane approach because the traffic using the left-turn lane is minor, the total traffic volume approaching the intersection should be applied against the signal warrants as a one-lane approach. The approach should be considered two lanes if approximately half of the traffic on the approach turns left and the left-turn lane is of sufficient length to accommodate all left-turn vehicles."*

  At this location, Orange Street is a two-lane road (one lane in each direction) with a shared left/right lane at the intersection and it is not considered to be possible for traffic to enter Sweetwater Road with "minimal conflict". Hence, this approach will function and is analyzed as a one lane approach.

10.1 Peak Hour Signal Warrant

Methodology

In the *California MUTCD 2014 Edition, Chapter 4C – Section 4C.04 Warrant 3. Peak Hour* details the warrant is intended for when the minor street traffic suffers undue delay when entering or crossing the major street for a minimum of 1 hour of an average day. The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:

A. If all of the three conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:
    1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds:4 Vehicles-hours for a one-lane approach; or 5 vehicle-hours for a two-lane approach, and
    2. The volume on the same-minor street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes, and
    3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.
B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume on the minor – street approach (one direction only) for 1 hour (or any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-4 may be used in place of Figure 4C-3 to satisfy the criteria in the second category.

Calculations

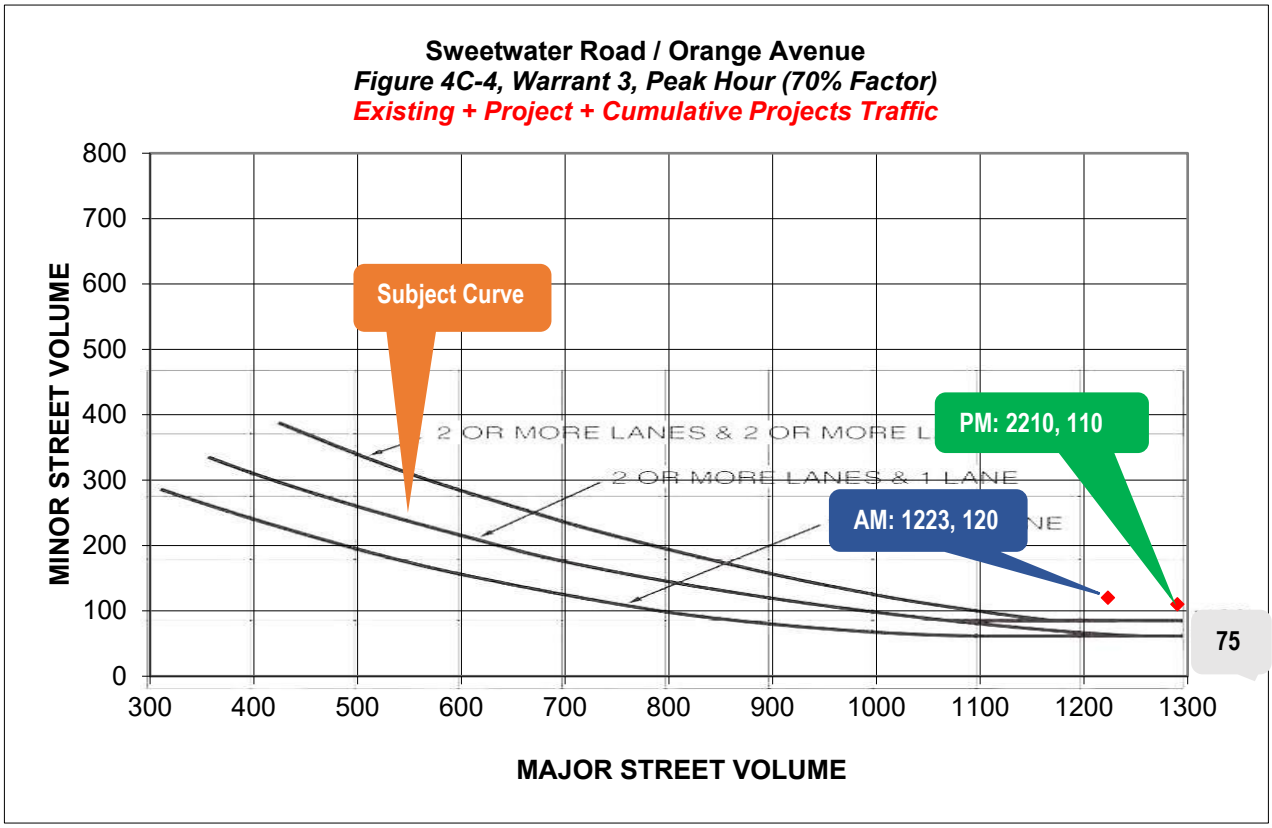
Existing + Cumulative Projects + Project peak hour intersection volumes were used to complete the traffic signal warrant analysis which is summarized in *Table 10–1*. Since only two of the three conditions of Part A are met, Part A is not satisfied. The posted speed limit on Sweetwater Road is 45 mph. Therefore, the 70% criterion applies for Part B. Hence, Figure 4C-4 is used in place of Figure 4C-3. The peak hour traffic volumes fall above the curve for the appropriate number of lanes when plotted on Figure 4C-4 of the California MUTCD. Since Part B is satisfied, Warrant 3 is met.

Based on the above, *Table 10–1* Warrant 3 is satisfied for the Existing + Cumulative Projects + Project Traffic condition.

TABLE 10–1
WARRANT 3: PEAK HOUR – OPENING YEAR WITH PROJECT

Warrant 3 – Peak Hour	Part A or Part B Satisfied	**Yes** ✓	**No**
Part A	Satisfied	**Yes**	**No** ✓
(All Parts 1, 2, and 3 below must be satisfied)			
1. The total delay experienced for traffic on one minor-street approach controlled by a STOP sign equal or exceeds four vehicle-hours for a one-lane approach and five vehicle-hours for a two-lane approach; AND		**Yes**	**No** ✓
2. The volume on the same-minor street approach equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes; AND	AM = 120; PM = 110. See Fig. 4C-4.	**Yes** ✓	**No**
3. The entering volume serviced during the hour equals or exceeds 800 vph for the intersections with four or more approaches or 650 vehicles per hour for intersections with three approaches.	AM = 1,343; PM = 2,320. See Fig. 4C-4	**Yes** ✓	**No**
Part B	Satisfied	**Yes** ✓	**No**

The plotted points for vehicles per hour on Major streets (both approaches) and the corresponding per hour higher volume vehicle minor street approach (one direction only) for one hour (any consecutive 15-minute period) fall above the applicable curves in MUTCD Figure 4C-3 or 4C-4.



10.2 Intersection Improvements

The intersection analysis provided in this study shows that the following intersection is calculated to operate at unacceptable LOS due to traffic generated from the Project:

- Intersection #5. Sweetwater Road / Orange Street *(Existing + Project & Existing + Project + Cumulative Projects)*

This intersection is currently unsignalized and therefore to improve operations a traffic signal would need to be installed. The existing lane geometry would remain the same, however the traffic signal should provide protected left turn phasing for all approaches. The traffic signal would provide LOS A operations under both scenarios outlined above.

Appendix I contains the Existing + Project and Existing + Project + Cumulative Projects Improvements Intersection Analysis worksheets.

Table 10–2 & 10–3 show the Existing + Project & Existing + Project + Cumulative Projects intersection operations for Sweetwater Road / Orange Street under the proposed improvement.

TABLE 10–2
EXISTING + PROJECT IMPROVEMENT INTERSECTION ANALYSIS

Intersection	Control Type	Peak Hour	Existing + Project		Existing + Project + Improvements	
			Delay[a]	LOS[b]	Delay	LOS
5. Sweetwater Rd / Orange St	TWSC [c] /*Signal*	AM	23.2	C	9.5	A
		PM	39.2	E	7.9	A

Footnotes:

a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. Two Way Stop Control.

General Notes:

- *Italics* indicates intersection control type with improvements.

SIGNALIZED		UNSIGNALIZED	
DELAY/LOS THRESHOLDS		DELAY/LOS THRESHOLDS	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 55.0	D	25.1 to 35.0	D
55.1 to 80.0	E	35.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

TABLE 10–3
EXISTING + PROJECT + CUMULATIVE PROJECTS IMPROVEMENT INTERSECTION ANALYSIS

Intersection	Control Type	Peak Hour	Existing + Project + Cumulative Projects		Existing + Project + Cumulative Projects + Improvements	
			Delay[a]	LOS[b]	Delay	LOS
5. Sweetwater Rd / Orange St	TWSC [c] /*Signal*	AM	23.7	C	9.5	A
		PM	42.5	E	8.0	A

Footnotes:

a. Average delay expressed in seconds per vehicle.
b. Level of Service.
c. Two Way Stop Control.

General Notes:

- *Italics* indicates intersection control type with improvements.

SIGNALIZED		UNSIGNALIZED	
DELAY/LOS THRESHOLDS		DELAY/LOS THRESHOLDS	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 55.0	D	25.1 to 35.0	D
55.1 to 80.0	E	35.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

11.0 SITE ACCESS, ON-SITE CIRCULATION / QUEUING AND PARKING

11.1 Vehicular Access

Vehicular access is proposed via one full access unsignalized driveway and an exit-only driveway (from the drive-through) on Sweetwater Road and another full access driveway on Orange Street.

Sweetwater Road currently has a two-way left-turn lane (TWLTL), which acts as a refuge area for entering and exiting vehicles allowing for vehicles to turn into and out of the site when there are gaps in only one direction of the through movement in the traffic stream. The exiting traffic in the drive-through lane was assigned to the full access driveway on Sweetwater Road for a conservative analysis.

Tables 9–1 and *9–3* show the driveway LOS for all scenarios. These tables show that under both "with Project" conditions, the minor-street movements operate at acceptable LOS C or better under either peak hour at the two full access driveways.

11.2 On-Site Queuing

In order to assess the potential queues that could result at the proposed gas station / drive-through restaurant and the car wash, queue counts were conducted on three days during the anticipated peak periods.

11.2.1 *Counts at an Existing Similar Gas Station / Drive-Through Restaurant*

Queue counts were conducted at a Gas Station / Drive-Through Restaurant facility similar to the one proposed at this site, located at 5494 Mission Center Road, San Diego. The facility is a Mobil Gas Station with a liquor/convenience store and a drive-through-only Starbucks. Queues for Starbucks were collected for 3 days from 7AM to 9AM and 4PM to 6PM with the queue noted every 5 minutes. The counts were conducted on the following days:

- Saturday (8/10/24)
- Wednesday (8/14/24)
- Thursday (8/15/24)

The maximum queue of 12 vehicles or 300 feet, assuming 25 feet per vehicle was observed on Thursday (8/15/24) at 7:50AM. The Project proposes queuing for 12 vehicles for the drive-through. Therefore, the proposed queueing storage is expected to be sufficient storage.

11.2.2 *Counts at an Existing Similar Gas Station / Car Wash*

Queue counts were conducted at a Car Wash facility, similar to the one proposed at the site, located at 1803 Highland Avenue in National City. The facility is a Gas Station with convenience store and a single Car Wash named "Highland Service". Car wash queues were recorded for 3 days, including two weekdays and on Saturday. Queues were recorded every five (5) minutes between 8AM to 10AM and 4PM to 6PM on the weekend and between 12PM to 2PM and 4PM to 6PM on the weekdays. The queue observation periods were selected based on a combination of available traffic data and the

applicant's experience. Based on SANDAG data for a standalone car wash, the weekday AM peak activity is less than half that of the PM peak. Therefore, a mid-day period for the weekday was selected to ensure that the busiest times were captured in the observations.

The counts were conducted on the following days:

- Saturday (8/10/24)
- Wednesday (8/14/24)
- Thursday (8/15/24)

The maximum queue was observed on various days and times. The maximum queue was 3 vehicles or 75 feet, assuming 25 feet per vehicle. The Project car wash will provide queuing storage for at least 3 vehicles. Therefore, the proposed queueing storage is expected to be sufficient.

Table 11–1 includes a summary of the queue observations. ***Appendix J*** contains aerial views of the above-mentioned two locations where the queues were observed and the raw queue counts.

Based on the above discussions, it is concluded that sufficient storage is available at the site to accommodate anticipated queues.

TABLE 11–1
QUEUE OBSERVATIONS SUMMARY

Day	Time	Maximum Queue (cars)	Maximum Queue Length (feet) [a]
Starbucks Drive-Thru [b] – 5494 Mission Center Road, San Diego			
Saturday (8/10/24)	7AM – 9AM	4	100
	4PM – 6PM	2	50
Wednesday (8/14/24)	7AM – 9AM	11	275
	4PM – 6PM	2	50
Thursday (8/15/24)	7AM – 9AM	12	300
	4PM – 6PM	2	50
Car Wash – 1803 Highland Ave, National City			
Saturday (8/10/24)	8AM – 10 AM	3	75
	12 PM – 2PM	1	25
Wednesday (8/14/24)	12 PM – 2 PM	2	50
	4 PM – 6PM	1	25
Thursday (8/15/24)	12 PM – 2 PM	3	75
	4 PM – 6PM	3	75

General Note:

a. Queue length calculated assuming 25 feet per vehicle.
b. Starbucks is attached to a gas station and convenience store.

12.0 VEHICLE MILES TRAVELED (VMT) ASSESSMENT

12.1 Background

Vehicle Miles Traveled (VMT) is defined as the "amount and distance of automobile travel attributable to a project" per the California Environmental Quality Act (CEQA) Guidelines Section 15064.3. VMT and VMT/capita or VMT/employee are measures of the use and efficiency of the transportation network as well as land uses in a region. VMT is calculated based on individual vehicle trips generated and their associated trip lengths. VMT is estimated for a typical weekday for the purposes of measuring transportation impacts. For residential uses, the metric is resident VMT/resident.

12.2 Transportation Analyses

The potential transportation impacts of the proposed Project are based on VMT to satisfy the CEQA guidelines through Senate Bill 743 (SB 743). Public Resources Code section 20199, enacted pursuant to SB 743, identifies VMT as an appropriate metric for measuring transportation impacts along with the elimination of auto delay/Level of service (LOS) for CEQA purposes statewide. The justification for this paradigm shift is that auto delay/LOS impacts may lead to improvements that increase roadway capacity and therefore sometimes induce more traffic and greenhouse gas emissions. In contrast, constructing projects in VMT-efficient locations assists California in meeting greenhouse gas emissions targets. Therefore, consistent with SB 743 and CEQA Guidelines 15064.3, the CEQA significance determination for the Project is based only on VMT and not on LOS.

The City of National City utilizes the State of California Governor's Office of Planning and Research (OPR) "Technical Advisory on Evaluating Transportation Impacts in CEQA" and The Institute of Transportation Engineers (ITE) San Diego and Imperial County Sections "Guidelines for Transportation Impact Studies in the San Diego Region" for assessing potential CEQA transportation impacts due to VMT. According to these guidelines development projects that are either local serving or a small project generating less than 110 daily trips are presumed to have a less-than-significant impact on VMT, and therefore, "screen out" from needing to perform a VMT assessment.

Accordingly, retail projects in the City of National City that are locally serving may be presumed to cause a less than significant transportation impact. The project proposes the construction of a 12 Fueling Space Gasoline station with a 3,329 sf Retail Store and a Car Wash, a 1,207-sf fast food drive-through only restaurant and 5 apartments. Based on the screening criteria described above, the project is screened out of requiring a detailed VMT analysis based on meeting the criteria of being a Locally Serving Retail Project (i.e. less than 50,000 sf).

The residential portion of the Project is calculated to generate 30 daily trips. This is less than 110 trips and hence is assumed to cause a less-than-significant impact.

Therefore, based on the above discussions, the project is presumed to have a less than significant transportation VMT impact.

13.0 ACTIVE TRANSPORTATION

13.1 Pedestrian Mobility

Sweetwater Road provides 5-foot sidewalks on the north side of the road along the entire roadway. Sidewalks are not provided along the south side of Sweetwater Road between approximately 280 feet west of Euclid Avenue to Plaza Bonita Road (located east of Valley Road). Sidewalks are provided on the south side of Sweetwater Road outside of this segment.

Orange Street provides 5-foot sidewalks along both sides of the roadway. Additionally, there is a Pedestrian Hybrid Beacon Crosswalk signal (sometimes referred to as a HAWK signal) at the Sweetwater Road & Orange Street intersection that allows pedestrians to cross the east leg. This signal is inactive, and traffic is free to move as an unsignalized intersection *until* a pedestrian activates it by pressing the crosswalk button to cross. LLG field observations note that pedestrians get a Flash Don't Walk time of 22 seconds, while drivers experience about 33 seconds of red light.

13.2 Bicycle Mobility

Sweetwater Road provides Class IV Cycle Tracks between N 2nd Avenue and Plaza Bonita Road. One-way cycle tracks are present on both sides of the roadway between N 2nd Street and Orange Street. Two-way cycle tracks are present on the south side of the roadway between Orange Street and Plaza Bonita Road. Sweetwater Road provides Class II Bike Lanes on both sides of the roadway west of N 2nd Street and east of Plaza Bonita Road.

No bicycle facilities are provided on Orange Street.

No future bike facilities are planned in the Project vicinity.

13.3 Transit Mobility

The Metropolitan Transit System (MTS) operates within the study area. Bus routes 961 and 968 run along Sweetwater Road and Euclid Avenue. The nearest bus stops are located less than 500 feet away from the Project site, at the Sweetwater Road & Orange Street intersection and the Sweetwater Road and Olive Street intersection. These stops serve routes 961 and 968. Continuous sidewalk connectivity is available between the Project site and the nearest bus stops. The Project site is located 1 mile from the Plaza Bonita Transit Center to the east and 2.4 miles from the 24th Street Transit Center to the west. Below is a description of bus routes 961 and 968:

Route 961 runs between the 24th Street Transit Center and Encanto/62nd St. Trolley Station. There are thirty-four (34) stops along this route. Weekday service begins at 5:31 AM with 15-to-30-minute headways and ends at 10:45 PM. Saturday service begins at 6:22 AM with 30-minute headways and ends at 8:52 PM.

Route 968 runs between the 8th Street Transit Center and the Plaza Bonita Transit Center. There are twenty-three (23) stops along this route. Weekday service begins at 5:26 AM with 60-minute headways and ends at 8:36 PM. There is no weekend service.

Appendix K contains the bus route schedules and maps for the above two routes.

14.0 CONCLUSION

The project proposes the construction of a 6-pump (12 fueling positions) gas station with a 3,329 SF convenience store, an automatic car wash with vacuum, a 1,297 SF drive-through restaurant with no indoor seating and 5 apartment units.

14.1 CEQA Transportation Analysis of Vehicle Miles Traveled (VMT)

According to CEQA guidelines for assessing potential transportation impacts, since the Project consists of local serving retail less than 50,000 square feet in size and the residential portion of the Project is a small project generating less than 110 ADT, the Project is presumed to have a less-than-significant impact on VMT.

14.2 Local Transportation Analysis

Per the City's criteria for performing a local transportation analysis and the analysis methodology presented in this report, project related traffic is calculated to contribute to a substantial effect at the Sweetwater Road / Orange Street intersection. The intersection is calculated to operate at LOS E for minor street traffic during the PM peak hour with the addition of Project traffic.

A traffic signal is recommended to improve operations to an acceptable LOS and a signal at this location would be warranted as shown in *Section 10.1*. A traffic signal with protected left turn phasing would result in LOS A operations during AM/PM peak hours as provided in *Section 10.2*.

The Project is responsible for 69% (81 of 118) of PM peak hour trips on the critical minor street (Orange Street) approach in the Existing + Project + Cumulative Projects scenario. Therefore, the Project will provide a fair share contribution of 70% of the cost of removal of the existing HAWK and installation of a traffic signal at this intersection.

Queue storage provided for the drive-through restaurant and the car wash is adequate based on studies conducted at similar locations.

14.3 Summary

It is recommended that the Project provide the following improvements:

- Provide a fair share contribution of 70% to the cost of removing the existing HAWK system and installing a traffic signal at the Sweetwater Road / Orange Street intersection.
- Demo and reconstruct the Class IV Cycle Track along the Project frontage of Sweetwater Road to provide driveway access to the site.



Public Hearing

CONDITIONAL USE PERMIT FOR A NEW SERVICE STATION, CONVENIENCE STORE REQUESTING OFF-SALE ALCOHOL (ABC TYPE-21), DRIVE-THROUGH CAR WASH, AND DRIVE-THROUGH EATING PLACE WITH A ZONE VARIANCE REQUEST RELATED TO DRIVEWAY WIDTH, STREET WALL, AND THE LOCATION OF PARKING SPACES, TO BE LOCATED ON VACANT PROPERTIES ALONG SWEETWATER ROAD

2024-08 CUP, ZV

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

Overhead



Photo



Site Characteristics

- 0.68-acre vacant property located at Sweetwater Road and Orange Street
  - Existing lots would be merged
  - Additional lot with house not included
  - General Plan Amendment/Zone Change/Conditional Use Permit previously approved; expired approval for retail and drive-through considered by Planning Commission in 2022
  - Relatively flat
  - Irregular shape; lot depth ranges from 203 feet on eastern side to 80 feet on western side
- Close proximity to State Highway 54 and Interstate 805
- Surrounded by commercial and residential uses
  - Adjacent to single-family homes to the north in County of San Diego
  - 7-Eleven, motel along Sweetwater Road
  - Caltrans rights-of-way
- Recent Sweetwater Road improvements
  - HAWK pedestrian crossing to access bus stop
  - Separated bike lane

Proposal

- Multiple uses of the property including:
  - Gasoline service station
  - Automated car wash
  - Convenience store with alcohol sales
  - Drive-through lane to serve coffee shop/restaurant
  - Five residential units
  - Basement storage

Proposal

- Requests:
  - Gasoline service station
  - Automated car wash
  - Convenience store with alcohol sales
  - Drive-through lane to serve coffee shop/restaurant
  - Zone Variance
    - Maximum two-way driveway width
    - Minimum street wall requirement
    - Minimum parking setback

Renderings



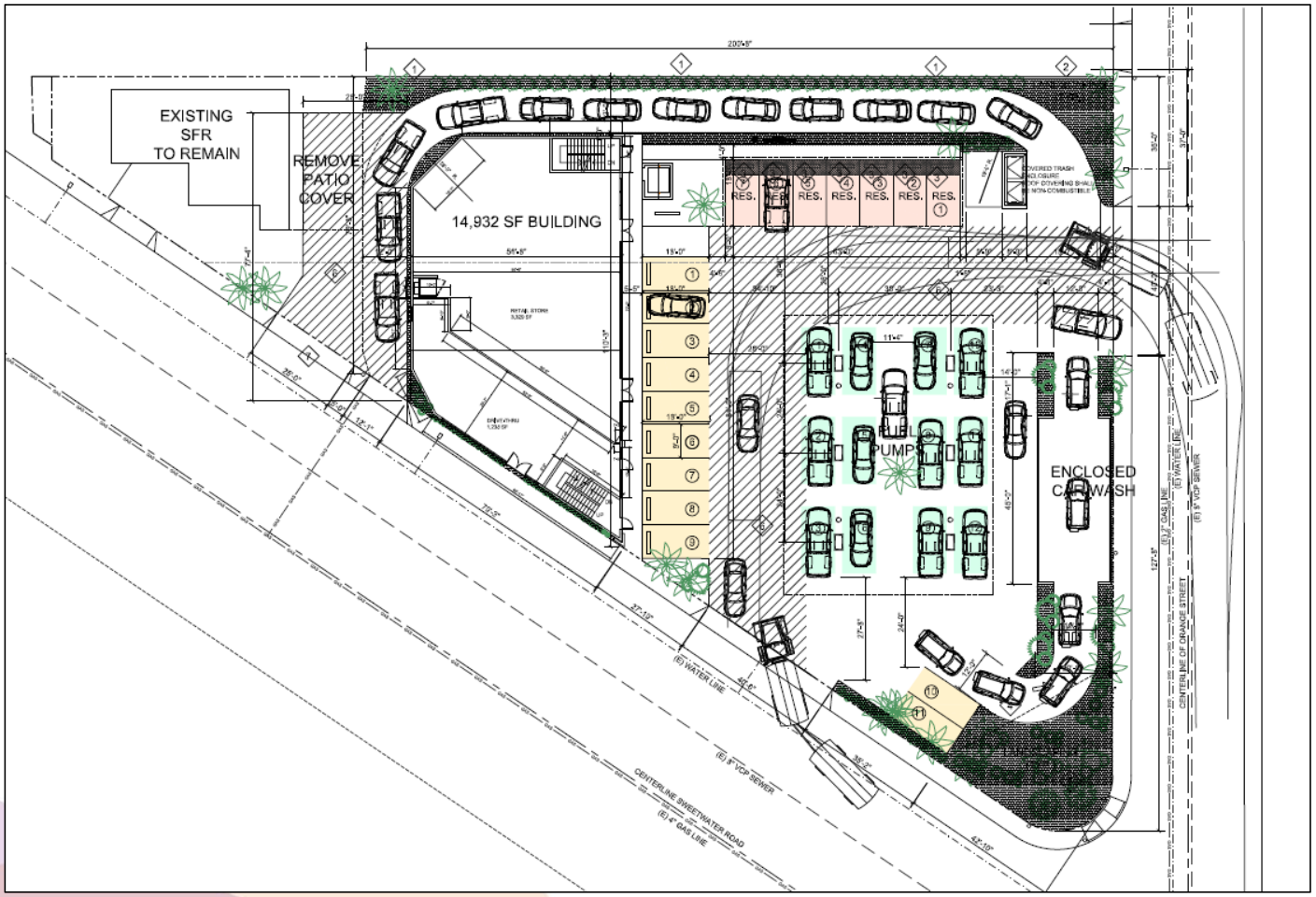
Renderings



Renderings


BrKHO
GAS | DIESEL | E85
MARKET
CAR WASH
REGULAR - CASH
Food Mart
Car Wash
EXIT

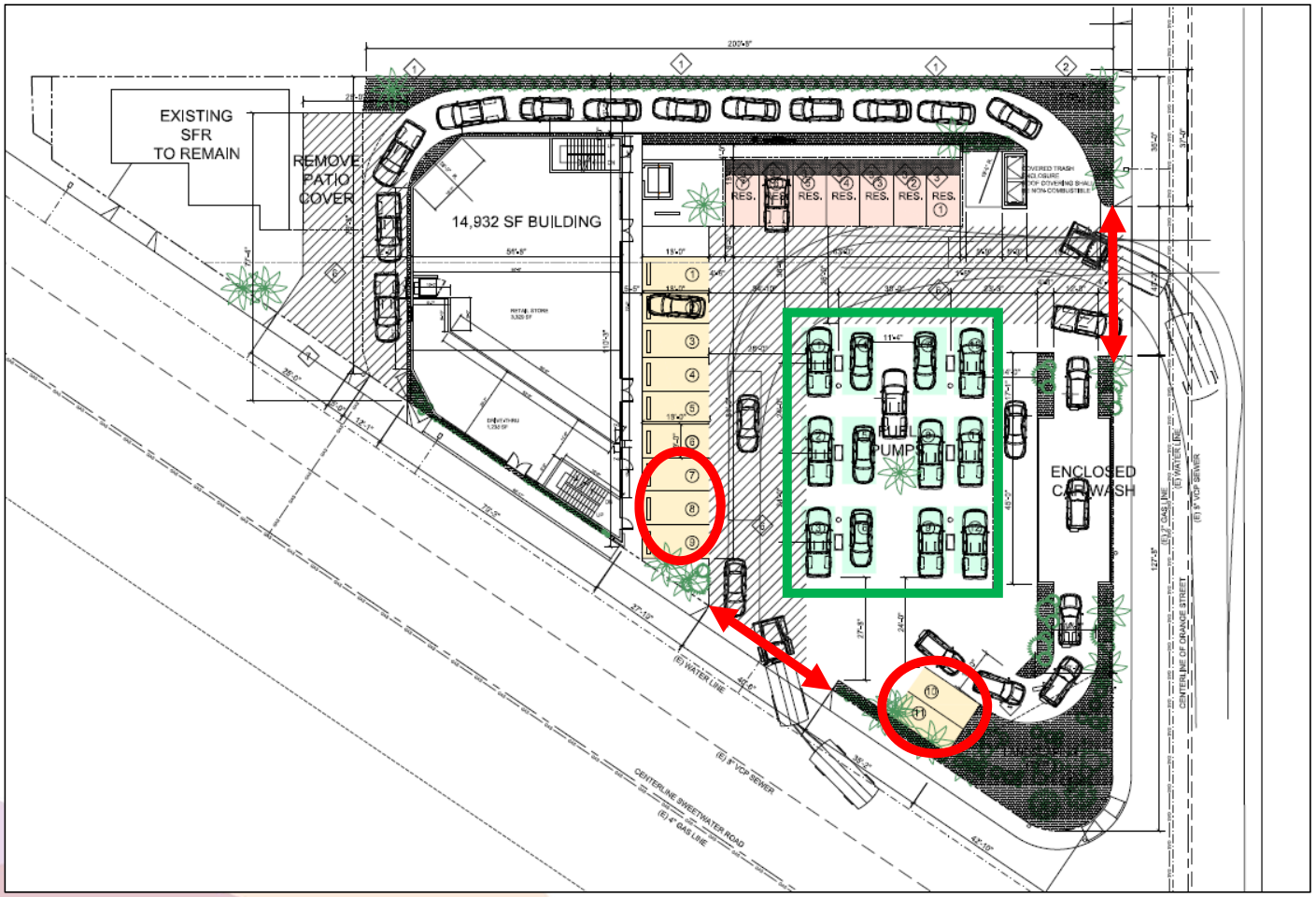
Site Plan


EXISTING
SFR
TO REMAIN
REMOVE
PATIO
COVER
14,932 SF BUILDING
RES.
RES.
RES.
RES.
RES.
RES.
PUMP
ENCLOSED
CARWASH
(E) WATER LINE
(E) 8" VCP SEWER
CENTERLINE SWEETWATER ROAD
(E) 4" GAS LINE
CENTERLINE OF ORANGE STREET
(E) 8" VCP SEWER
(E) WATER LINE
(E) 4" GAS LINE

Proposal-Service Station

- Six double-side fuel pumps with canopy
- Zone Variance (ZV) to exceed maximum two-way driveway width
  - 25-foot width permitted
  - 40-foot width requested
- ZV to deviate from minimum setback for parking areas
  - 40-foot setback required
  - 0-foot setback requested
- Hours of operation: 24 hours daily

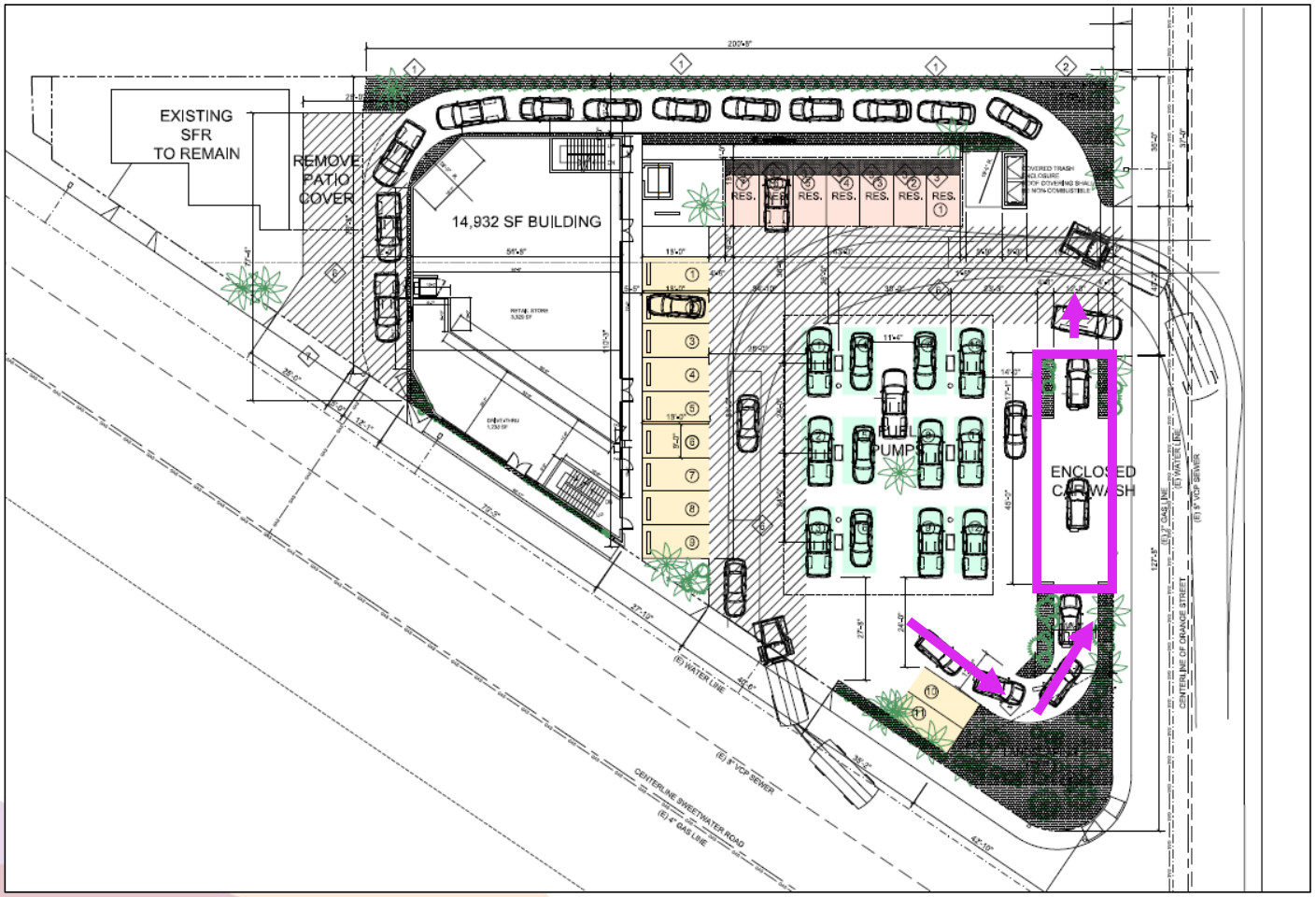
Service Station



Proposal-Automated Car Wash

- Entrance from south east corner of lot
- Hours of operation: 24 hours daily
- Queueing for three vehicles

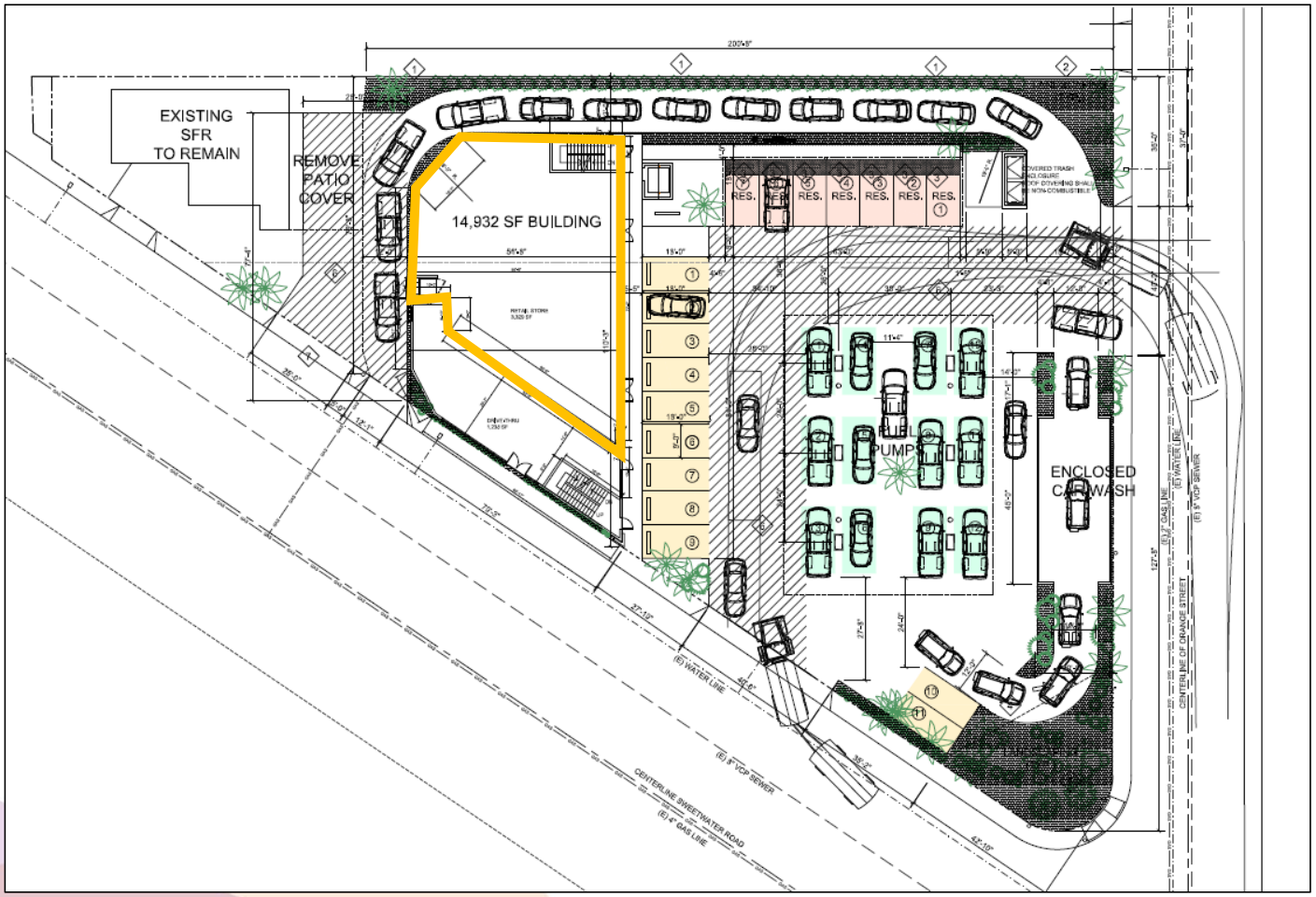
Automated Car Wash



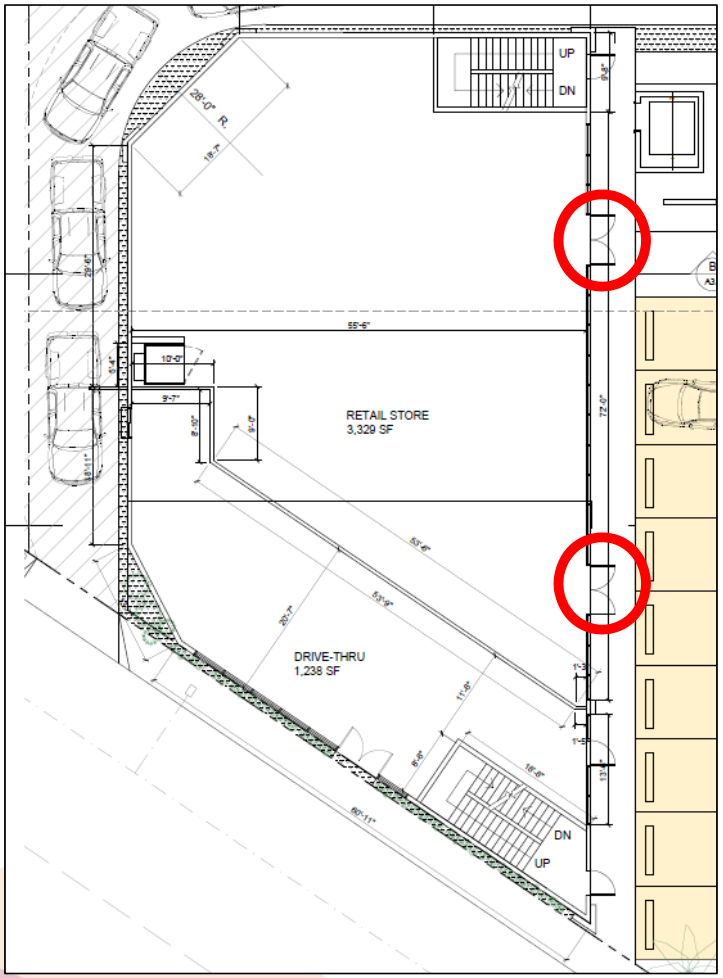
Proposal-Convenience Store

- 3,329 square-foot retail space within new 14,932 square-foot mixed-use building
  - 4,658 square-foot basement storage
  - Hours of operation: 24 hours daily
- Request for off-site beer, wine, and distilled spirits (ABC Type-21)
  - Hours of operation: 6:00 a.m. to 2:00 a.m. daily

Convenience Store



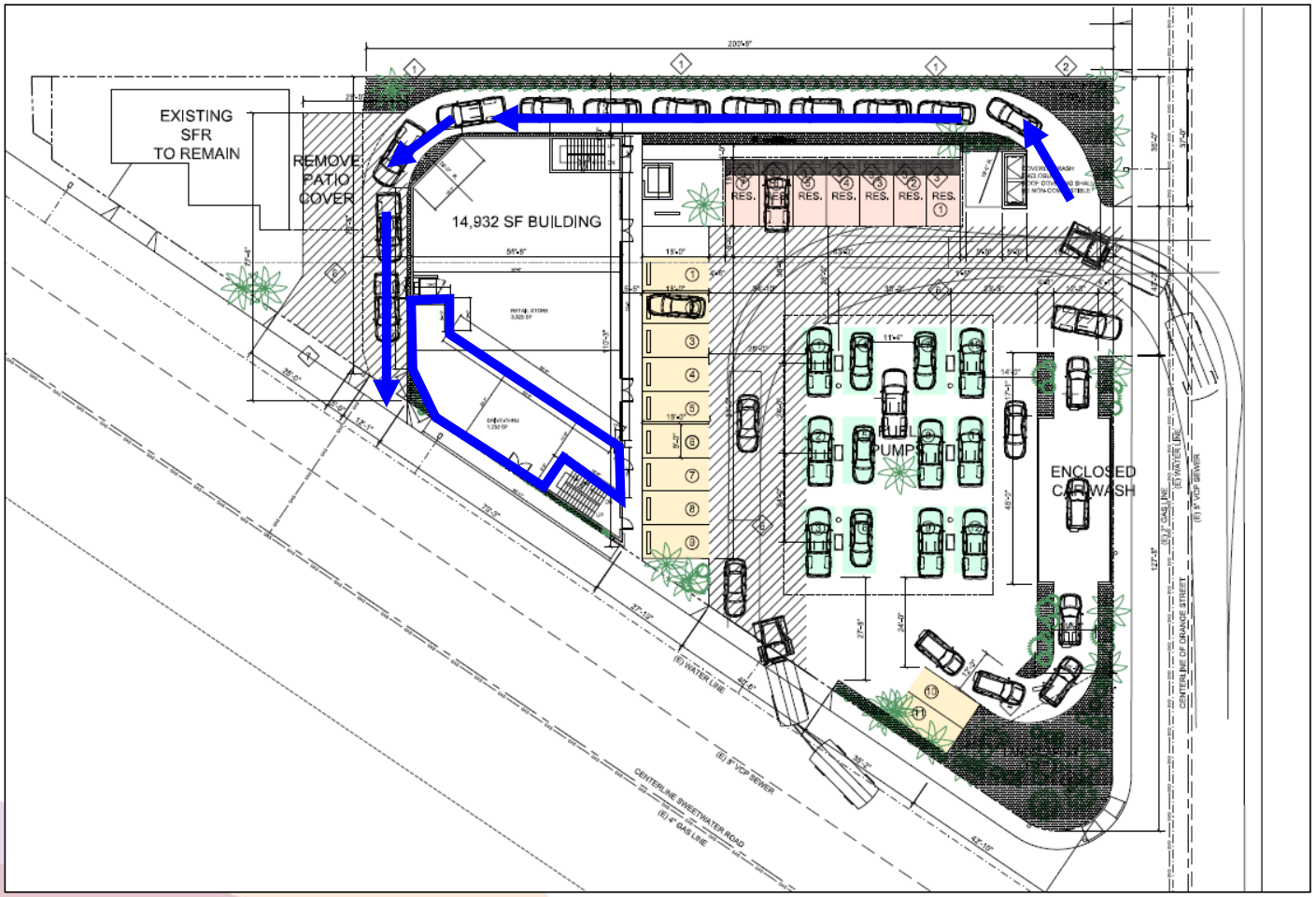
Convenience Store



Proposal - Drive-Through Eating Place

- 1,297 square-foot suite within proposed mixed-used building
- Hours of operation: Not specified - 24 hours daily
- Drive-through lane wraps around north and west side of building
- Exit on Sweetwater Road
- Queueing for 12 vehicles

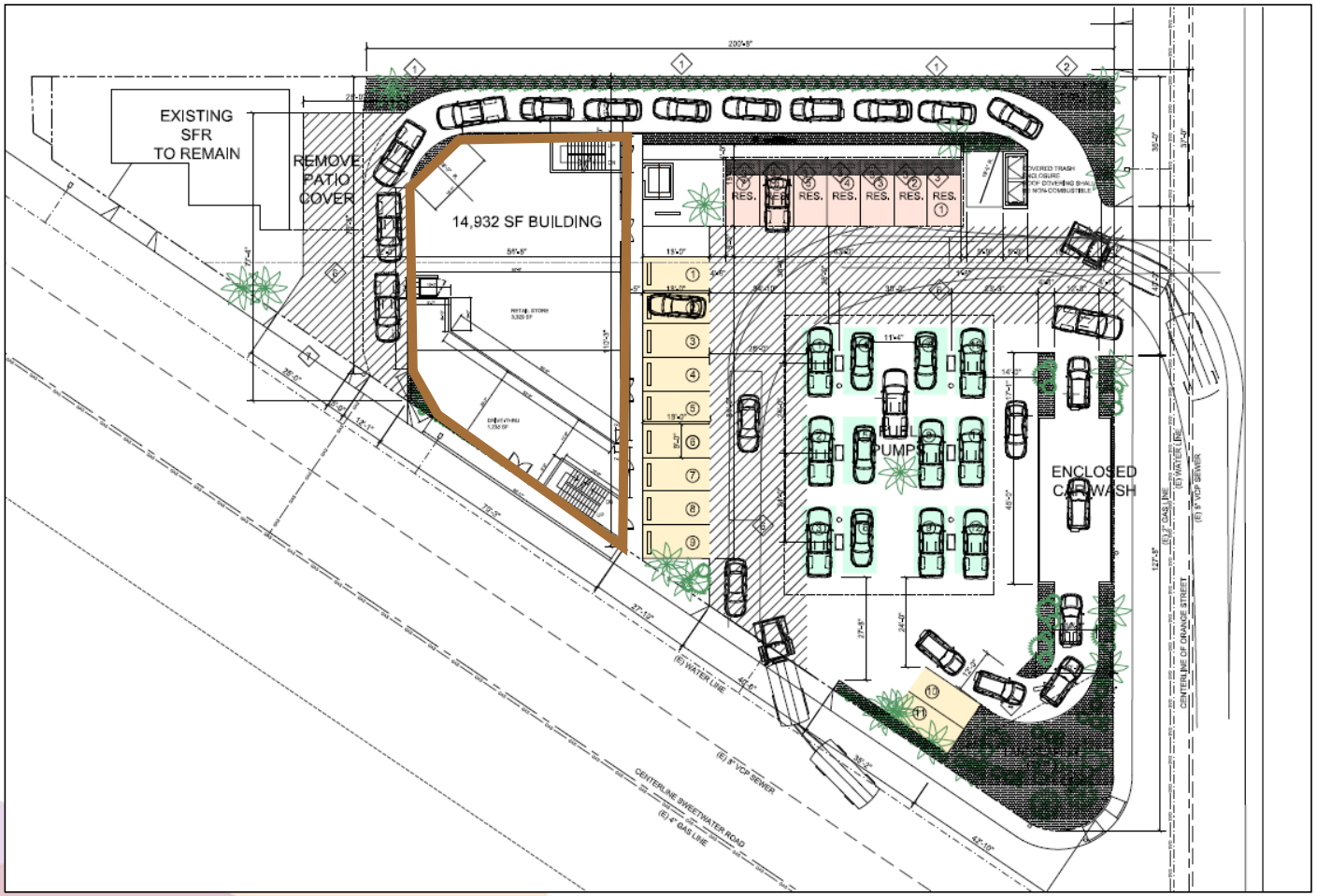
Drive-Through Eating Place



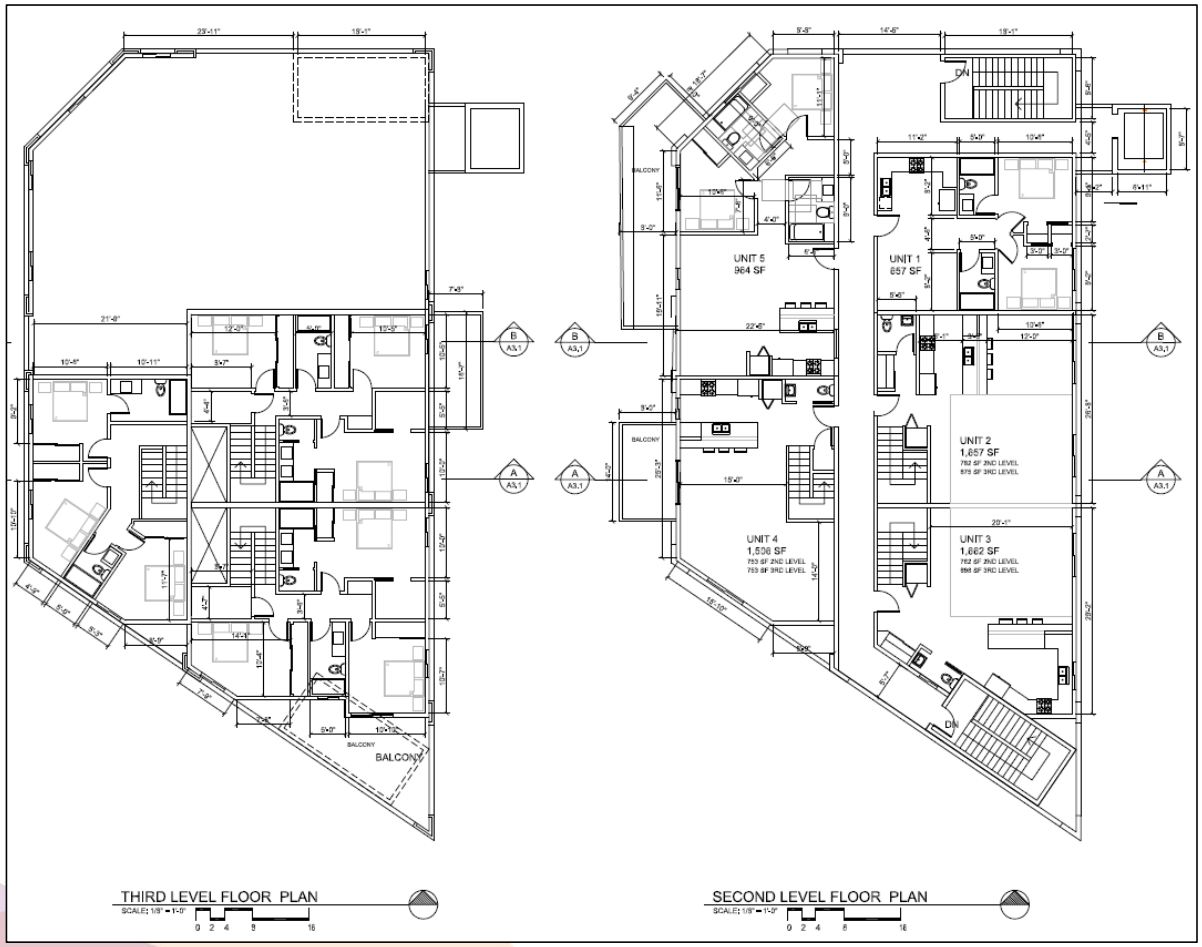
Proposal – Five Residential Units

- Permitted by right
- Located on second and third floors of building
- Market rate
- 23 parking spaces for overall site
- Design modified to meet height requirements

Residential Units



Residential Units



Staff Analysis

- Seven total requests requiring discretionary approval
- Proposed uses requiring approval of a Conditional Use Permit (CUP):
  - Service station
  - Automated car wash – accessory to service station
  - Convenience store with off-site alcohol – accessory to service station
  - Drive-through eating place
- Requested Zone Variance
  - Three total deviations
- Requests may be considered independently

Staff Analysis – General Plan

- New commercial activity and infill development encourage by the General Plan:
  - Policy *LU 5.3: Encourage businesses to employ National City residents and support efforts to reduce local unemployment.*
  - *Policy LU 5.4: Encourage and incentivize strategic adaptive reuse and infill development of vacant land in commercial and mixed-use areas.*
- Proposal would develop currently vacant site
- Seven new jobs at convenience store and service station
- Meets residential density
  - 7.4 dwelling units per acre (DU/acre) proposed
  - 75 DU/acre permitted

Staff Analysis – Land Use Code

- NCMC Section 18.30.190 requires CUP for new service stations
  - Site planning standards
    - 100 feet of street frontage (431 feet)
    - Site area of 15,000 feet (29,455 feet)
    - Encourage fuel pump islands to be screened by main building structure
      - Impractical due to shape of site
    - Convenience store should be placed on street frontage
      - Coffee shop/restaurant located on street

Staff Analysis – Land Use Code

- NCMC Section 18.30.190 requires CUP for new service stations
  - Screening
    - Masonry wall required adjacent to residential zones
  - Building fronts
    - Subject to MXD-2 frontage requirements
    - Consistent design required
  - Landscaping
    - 10 percent of site is recommended to be landscaped (14%)
  - Use regulations
    - Applicant is not proposing and auto service or repair

Staff Analysis – Land Use Code

- NCMC Section 18.30.190 requires CUP for new service stations
  - Noise
    - Existing high ambient noise levels from traffic
    - Residential units require noise study
    - Main concern is automated car wash
      - Recommended reduced hours of operation (7:00 a.m. to 10:00 p.m. daily)
      - Noise study requirement

Staff Analysis – Land Use Code

- NCMC Section 18.30.050 requires CUP for alcohol sales
  - Additional requirements
    - Expanded notification
    - Community meeting
    - Distance requirements for certain uses
      - Retail outlets with accessory sales exempt
  - Proposed hours of operation are 6:00 a.m. to 2:00 a.m. daily
  - Alcohol outlet concentration: two recommended, four exist
  - PD Risk Assessment: 13 points, considered medium risk
  - Institute for Public Strategies (IPS)
    - Consider Type-20, RBSS, ABC requirements for transparency and signage

Staff Analysis – Land Use Code

- NCMC Section 18.41.020.C requires CUP for new drive-through lanes
  - Primarily queuing
    - Distance of 12 cars backed by Local Transportation Analysis
    - Similar site used for study
    - Distance of 3 cars for automated car wash – entrance shifted
    - Location on Highland Avenue used for study
  - Location requirements for drive-through window and landscaping
    - No additional requirements
  - Noise
    - Noise-attenuating speakers
    - Other existing 24-hour locations in National City

Staff Analysis – Land Use Code

- Traffic
  - Local Transportation Analysis conducted
    - California Environmental Quality Act (CEQA)
      - Vehicle Miles Traveled (VMT) screened out
    - Trip generation
      - 2,743 new daily trips
      - 1,961 primary trips – new to local street system
    - Signal Warrant Analysis
      - Existing conditions result in 23.7 second delay (Level of Service C) during AM and 42.5 second delay during PM (Level of Service E)
      - Operate at Level of Service A with new signal
    - New signal recommended
    - Recent pedestrian and bicycle improvements to be removed and/or replaced
    - Applicant to contribute 70%

Staff Analysis – Land Use Code

- Zone Variance
  - Required findings

    1. The variance shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of Title 18 deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.

    2. Any variance granted shall be subject to such conditions as will assure the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.

    3. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property.

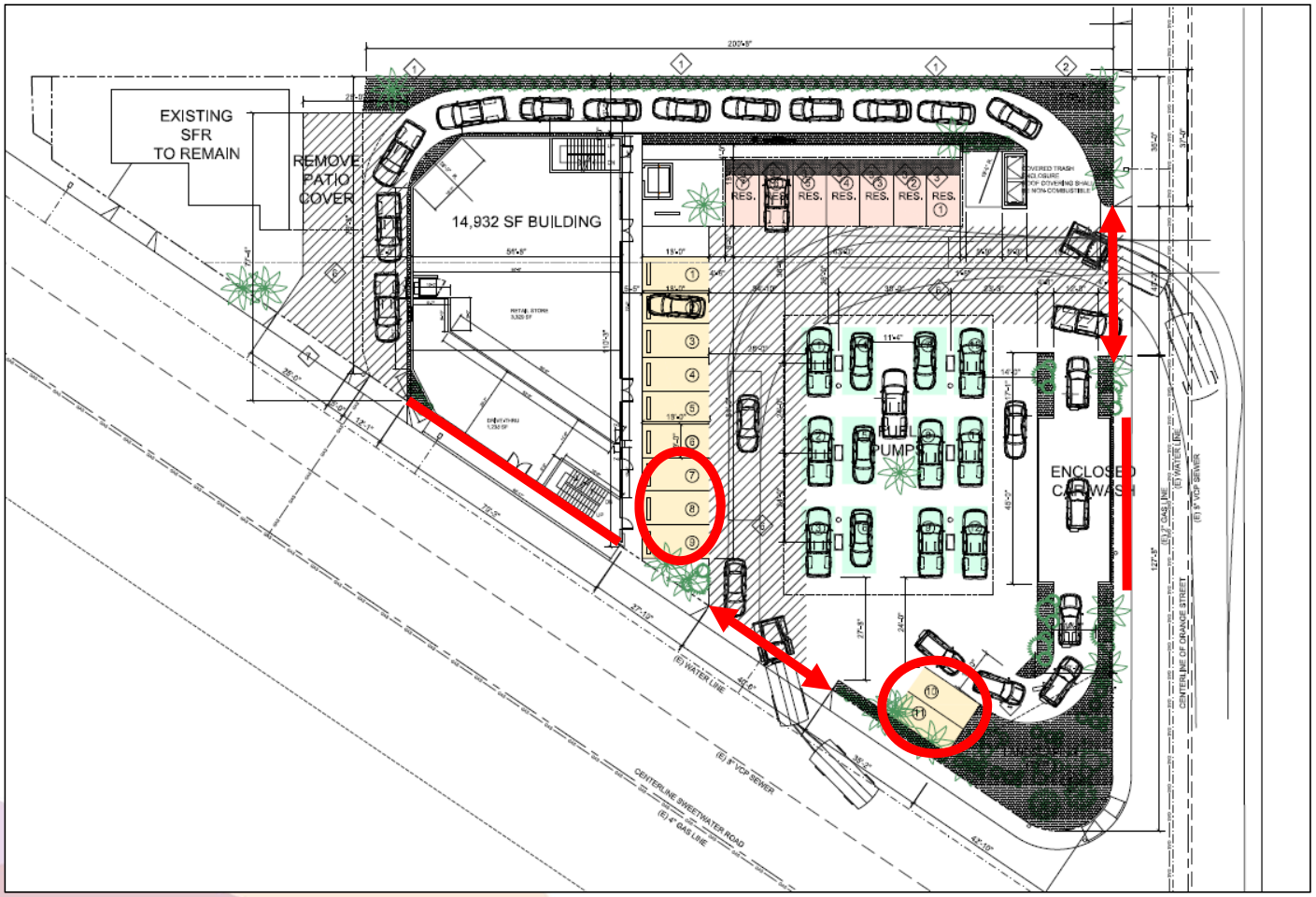
Staff Analysis – Land Use Code

- Zone Variance
  - Major, Mixed-Use District (MXD-2)
    - Intended for walkable, urban activity centers
    - Proposal is for permitted uses, but not fully compatible with development standards
    - Deviation for maximum drive-way width
    - Deviation for street wall
    - Deviation for parking setback

Staff Analysis – Land Use Code

- Zone Variance
  - Major, Mixed-Use District (MXD-2)
    - Site is of a size and shaped that reduces the ability to meet standards
      - 203 foot of depth on eastern side tapers down to 80 feet on western side
    - Fuel pumps require a large rectangular area and had to be located in the middle of the site
    - Sufficient circulation needed around pumps
    - Drive-through lane needed to be on exterior for queuing space
    - Other locations have similar conditions as requested (driveway width)
      - Gas King at 3009 Highland Avenue
      - Shell at 1606 East Plaza Boulevard
    - Setbacks and street wall deviations exist throughout the zone

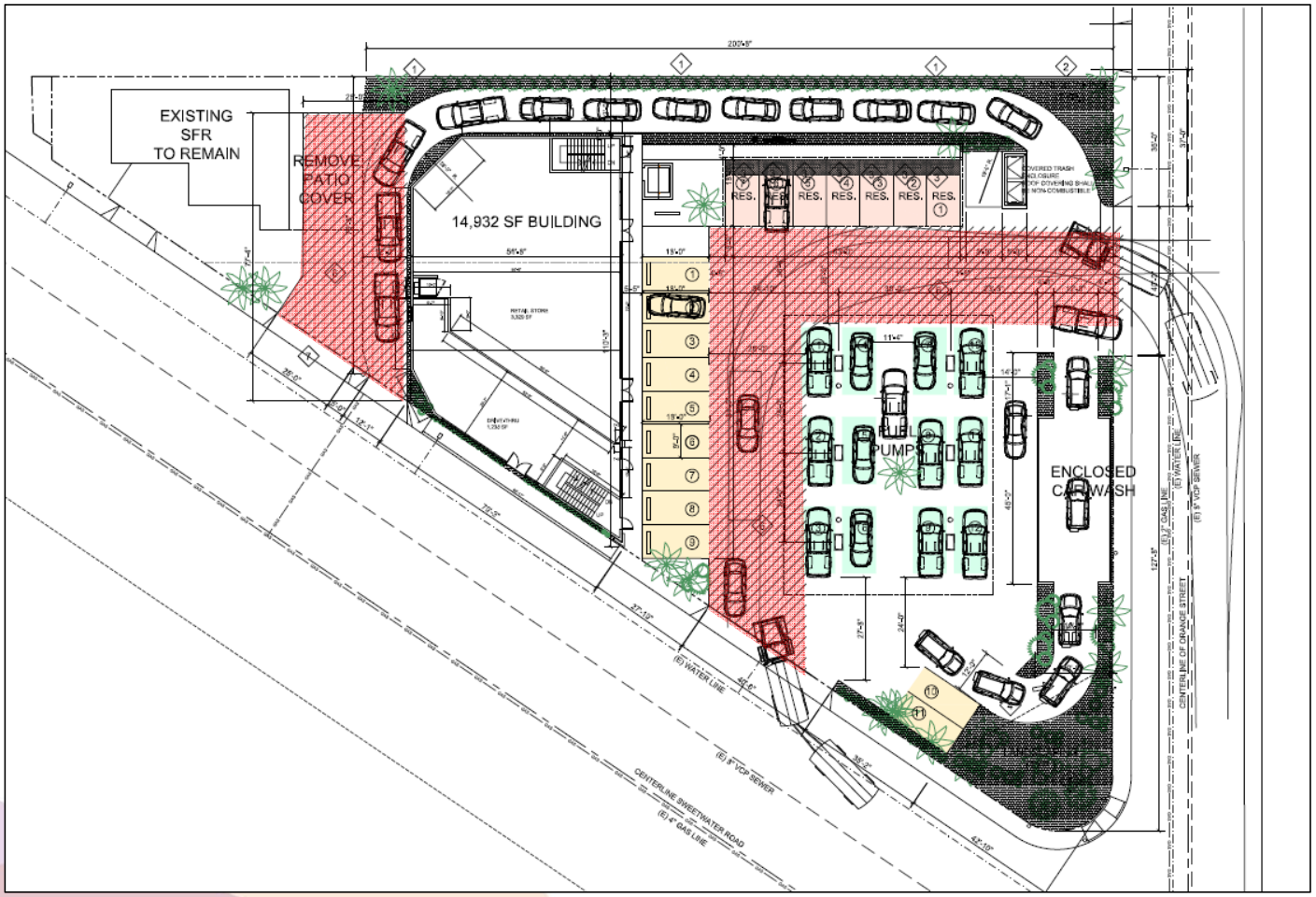
Site Plan – Variances



Comments

- Engineering Department
  - Standard conditions for new development proposals
  - Recommendations from transportation analysis
- Fire Department
  - Fire access
- Sweetwater Authority
  - Added to conditions of approval
- Alcohol CUP
  - PD and IPS

Fire Access


EXISTING
SFR
TO REMAIN
REMOVE
PATIO
COVER
14,932 SF BUILDING
RES.
RES.
RES.
RES.
RES.
RES.
PUMP
ENCLOSED
CARWASH
(E) WATER LINE
(E) 8" VCP SEWER
CENTERLINE SWEETWATER ROAD
(E) 4" GAS LINE
CENTERLINE OF ORANGE STREET
(E) WATER LINE
(E) 8" VCP SEWER

Conditions

- Standard conditions for:
  - Operation of service station
  - Drive-through businesses
  - City Council Policy 707 for off-site alcohol sales
  - Adherence to developments standards
- Application specific:
  - Off-site improvements
  - Fire access
  - Noise study
  - Modified hours for car wash
  - Wall height
  - Auto service and repair
  - Air quality permit with APCD
  - Lockable cabinet for distilled spirits
  - Display location for alcohol

California Environmental Quality Act (CEQA)

- Project recommended to be categorically exempt pursuant to Class 32 (In-Fill Development Projects)
  - Sites less than five acres in an urbanized area
  - No value as habitat
  - No significant impacts related to traffic, noise, air quality, water quality
  - Adequately served by utilities and public services

Summary

- Proposed use is consistent with the General Plan
  - Four of the proposed uses are conditionally-allowed in the MXD-2 zone
  - Residential units permitted at the proposed density
  - Adherence to development standards with approval of Zone Variance request and conditions of approval

Options

- Find project exempt from CEQA & approve 2024-08 CUP ZV based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project exempt from CEQA & *partially* approve 2024-08 CUP ZV based on findings listed in the draft resolution / findings determined by the Commission; or
- Find project not exempt from CEQA and/or deny 2024-08 CUP ZV based on findings listed in the draft resolution / findings determined by the Commission; or
- Continue the item for additional information
- Staff recommending approval
- Notice of Decision to City Council

AGENDA REPORT

Department: **Police Department**
Prepared by: **Ronald Gutlay, Management Analyst II**
Meeting Date: **Tuesday, December 10, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
Purchase of Thirty-Three (33) Axon Fleet 3 Video Solutions ("FLEET") Cameras for Police Department Vehicles.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City Of National City, California, 1) Waiving The Formal Bid Process Pursuant to National City Municipal Code Section 2.60.110(B) Regarding Exceptions to Formal Competitive Bidding and Authorizing the Purchase of Thirty-Three Axon Fleet 3 In-Car Video Solutions and Supporting Information, Services and Training from Axon Enterprise, Inc. in a Not-to-Exceed Amount of $279,248.78; and 2) Authorizing the Mayor to Execute an Agreement with Axon Enterprise, Inc. for the Purchase and Related Services."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:

The National City Police Department is need of in-vehicle cameras for documentation of pursuits by officers. Because the Department already utilizes Axon body-worn cameras, it has determined that the Axon Fleet 3 in-vehicle system best meets its needs for compatibility and functionality. The Department requests that the City Council waive the formal bid process pursuant to National City Municipal Code Section 2.60.110(B) to ensure compatibility with existing equipment and services and authorize the purchase of thirty-three (33) Axon Fleet 3 in-car cameras.

The Axon Fleet 3 solution is a purpose-built in-vehicle, AI-driven recording system for capturing audio and video in high-risk environments encountered by law enforcement, corrections, military, emergency medical services (EMS), and private security. The system records events for secure storage, retrieval, and analysis via Axon Evidence services. Recordings transfer securely to Axon Evidence using LTE, Wi-Fi, or manual operations.

Fleet 3 typically consists of at least two cameras: one in the front of the vehicle in a windshield mount and the second pointed at the law enforcement vehicle's prisoner compartment. These cameras are connected to and controlled by the Fleet Hub, which can control additional cameras, such as for side views. Add an Axon Signal Vehicle device to automatically activate nearby Axon Body-Worn Cameras (BWC) during Fleet recording events.

Fleet 3 cameras have two operating modes:

- The default **Buffering** mode provides pre-event buffering to capture activities that occur prior to activating cameras.
- **Event** mode records events.

The Axon Fleet 3 system automatically powers on upon detecting vehicle ignition power and the shutdown delay of the system after ignition power-off is programmable.

FINANCIAL STATEMENT:

If approved, the cost for the five-year agreement will be $279,248.78 ($55,849.76 per year). The first year of the agreement will be paid for with COPS grant monies. The cost for the subsequent four years will be incorporated into the annual General Fund budget for the Police Department.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

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

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A: Axon Enterprise, Inc. Axon Fleet Agreement
Exhibit B: Resolution

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
AXON ENTERPRISE, INC.

THIS AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and AXON ENTERPRISE, INC., a Delaware corporation ("CONSULTANT").

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide thirty-three (33) Axon Fleet 3 in-car video solutions ("FLEET") and supporting information, services and training.

WHEREAS, the CITY has determined that the CONSULTANT is a provider of law enforcement technology solutions and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide FLEET and its supporting information, services and training, which will be used solely in conjunction with the National City Police Department's ("NCPD") existing systems and equipment, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement shall not become effective and binding until fully executed by both the CITY and CONSULTANT. The duration of this Agreement is from the effective date through 12/31/2029. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A".

3. **SCOPE OF SERVICES.** CONSULTANT will install and configure FLEET equipment and solutions into NCPD's existing network, as identified in the NCPD's binding quote and based on conditions of the sale included therein, and will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method, unless otherwise agreed upon between CITY and CONSULTANT, as set forth in the attached Exhibit "A".

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

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

4. **PROJECT COORDINATION AND SUPERVISION.** Captain Derek Aydelotte hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. AXON Technical Project Manager thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and, also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed $279,248.78. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "A". Invoices will be in accordance with Exhibit "A" and will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

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

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. The CITY may reject the services performed within ten (10) days of the completion of the work by providing CONSULTANT with written notice of rejection. Failure to notify within the ten (10) day period will be deemed as acceptance of the work. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT solely and exclusively for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

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

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 15, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

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

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

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

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its

SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

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

12. **STANDARD OF CARE.**

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

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

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

13. **DRUG FREE WORKPLACE.** The CONSULTANT agrees to comply with the CITY's Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the CONSULTANT pursuant to this Agreement shall contain this provision.

14. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include, but not

be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 15, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 16.

16. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all third party 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 as outlined in section 18, of or by a third party, resulting from or arising out of the CONSULTANT's negligent act, error or omission, or willful misconduct in its performance under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers. CITY will cooperate reasonably in the defense of any action., and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

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

17. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

17.1 PERS Eligibility Indemnification. If CONSULTANT's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the

California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONSULTANT'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONSULTANT's employees hereby waive any claims to benefits or compensation described in this Section 17. This Section 17 applies to CONSULTANT notwithstanding any other agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary.

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

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

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

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

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

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

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

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

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

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

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 19 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of ten-thousand dollars ($10,000) must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 19, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

21. **TERMINATION.**

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

B. This Agreement may also be terminated by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY, subject to the cure period and procedures set forth in section 16 of CONSULTANT's Master Services and Purchasing Agreement.

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

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT solely and exclusively for this Agreement, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if

any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

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

22. **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: Alejandro Hernandez
Chief of Police
National City Police Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
David Gollobit
Account Manager
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255

With a copy to: Attn: Legal

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.

23. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the

City of National City. The CONSULTANT also agrees not to specify any product, treatment, process, or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

The CONSULTANT shall be strictly liable to the CITY for all damages, costs, or expenses the CITY may suffer by virtue of any violation of this Section 23 by the CONSULTANT.

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

25. **ADMINISTRATIVE PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 19 and the indemnification and hold harmless provision of Section 16 of this Agreement.

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Barry J. Schultz
City Attorney

Date: _____

AXON ENTERPRISE, INC.
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
(Name)
(Title)

Date: _____

By: _____
(Name)
(Title)

Date: _____

CONTACT INFORMATION

CITY OF NATIONAL CITY
1243 National City Boulevard
National City, CA 91950-4397

Phone: (619) 336-____
Fax: (619) 336-_____
Contact:
Title:
Dep.:
Email:

AXON ENTERPRISE, INC
17800 N 85TH St.
Scottsdale, AZ 85255

Phone:
Fax:
Contact:
Title:
Email:
Taxpayer I.D. No.:

EXHIBIT A

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-612934-45548.706DG

Issued: 09/13/2024

Quote Expiration: 10/31/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 106266
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
National City Police Dept. - CA 1200 National City Blvd National City, CA 91950-4302 USA	National City Police Dept. - CA 1200 National City Blvd National City CA 91950-4302 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Roberto Gonzales Phone: (619) 336-4467 Email: rgonzales@nationalcityca.gov Fax: (619) 336-4525

Quote Summary

Program Length	60 Months
TOTAL COST	$266,884.20
ESTIMATED TOTAL W/ TAX	$279,248.78

Discount Summary

Average Savings Per Year	$17,206.20
TOTAL SAVINGS	$86,031.00

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.110(B) REGARDING EXCEPTIONS TO FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF THIRTY-THREE AXON FLEET 3 IN-CAR VIDEO SOLUTIONS AND SUPPORTING INFORMATION, SERVICES AND TRAINING FROM AXON ENTERPRISE, INC. IN A NOT-TO-EXCEED AMOUNT OF $279,248.78; AND 2) AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE AND RELATED SERVICES.

WHEREAS, on December 9 2021, the City Council adopted Resolution No, 2021-198 authorizing entering into a five-year agreement with Axon Enterprise, Inc. ("Axon") for the purchase of seventy-six (76) body-worn cameras and related services, including cloud-based storage of digital evidence and internet data management; and

WHEREAS, in addition to the existing body-worn cameras, the National City Police Department ("NCPD") has the need for in-vehicle cameras for documentation of pursuits by officers, as well as supporting information, services and training to ensure compatibility with NCPD's existing systems and equipment; and

WHEREAS, the Axon Fleet 3 system meets the needs of the NCPD and is compatible with the NCPD's existing systems and equipment, including the Axon body-worn cameras and digital evidence storage systems; and

WHEREAS, National City's Purchasing staff has confirmed that competitive bidding would be impractical or impossible and there is no obvious, ascertainable advantage from such bidding due to the need for compatibility with existing equipment and systems under the current agreement with Axon; and

WHEREAS, based on the satisfactory services previously provided to the City by Axon and their experience, expertise and reliability providing equipment and services to NCPD, City staff recommends executing an additional five-year agreement with Axon Enterprise, Inc. for a not-to-exceed amount of $279,248.78 for the acquisition of thirty-three Axon Fleet 3 in-vehicle cameras and related services.

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

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code section 2.60.110(B) regarding exceptions to formal competitive bidding and authorizing the purchase of thirty-three (33) Axon Fleet 3 in-car video solutions and supporting information, services and training.

Section 2: That the City Council hereby authorizes the Mayor to execute an agreement with Axon Enterprise, Inc. in the not-to-exceed amount of $279,248.78 for the above purchase and services.

Section 3: The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 10th day of December, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, December 10, 2024**
Approved by: **Benjamin A. Martinez, City Manager**

SUBJECT:
San Diego Dispatch Agreement

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Approving and Authorizing the Mayor to Execute an Agreement Between the City of San Diego and the City of National City to Provide Fire and Emergency Medical Dispatch Services to the City of National City for a Term of 5 Years Effective July 1, 2024 and Ending June 30, 2029.**"**

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The City has contracted with the City of San Diego for fire and emergency medical dispatch services since July 1, 2013. The City of San Diego provides dispatch services for the Metro Zone, which includes San Diego, Chula Vista, Coronado, Imperial Beach, National City, and Poway.

The National City Fire Department (NCFD) believes that the City of National City's interests are best served by the City of San Diego continuing to provide National City's fire and emergency medical dispatch services in the Metro Zone. National City will owe the City of San Diego a dispatching fee for services of $502,333.98 in Fiscal Year 2024-25.

The term of the Agreement will become effective as of July 1, 2024 and will expire at midnight on June 30, 2029. The term may be extended for five (5) additional years by written agreement of the Parties, and subject to the San Diego Mayor's authorization of a contract extension and the authorization of the City of National City.

The NCFD would now like the City Council to approve and authorize the Mayor to execute an Agreement between the City of San Diego and City of National City regarding fire and emergency medical dispatch services.

FINANCIAL STATEMENT:
Expenditure Account - 100-70-22-22100-7299- Contract Services
The cost for services under this agreement in Fiscal Year 2024-25 will be $502,333.98. Appropriations of $468,774 are included in the Fire Department's budget for this purpose. The Department will request a budget adjustment at a future time. Future year costs will be determined as follows:

Dispatching Services: San Diego Dispatch will be compensated for the performance of services specified in Section B1 as a cost per call. Dispatch fees are subject to change each fiscal year based on the following:

a) The adopted budget for personnel costs which includes fringe and overhead, and;

b) Prior year actuals for non-personnel expenditures (NPE). Should National City's call volume exceed the prior year by 5% or more, an increase to the NPE will be equal to the percentage of the increased call volume (rounded up to the tenth percent).

c) Should National City's call volume from the prior year not increase, or the increase is less than 5%, an escalator of 5% will be applied to the NPE.

Additional Services & Equipment: San Diego Dispatch will be reimbursed for the costs of any additional services and equipment specified in Section B.2, which have been procured on behalf of National City's request and which may also include connectivity and start-up costs. National City may elect additional options in accordance with the "Annual Operating Plan."

a) Costs will be calculated based on vendor fees per service or unit of equipment.

b) Services and equipment fees are subject to change annually based on vendor rates.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

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

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Agreement
Exhibit B - Attachment 2: Data Sharing Agreement
Exhibit C - Resolution

THIS AGREEMENT is made by and between the City of San Diego ("San Diego"), a municipal corporation; and the City of National City ("Agency"), a municipal corporation; (herein collectively known as "Parties" or individually as "Party"), for the provision of fire and emergency medical dispatch services.

RECITALS

WHEREAS, San Diego and Agency have organized and equipped fire departments charged with the duty of fire protection and rescue within the limits of said cities; and

WHEREAS, if required by law, Agency, by way of Resolution Number 2019-103 dated June 18, 2019, approved by Agency's City Council, resolved that Agency's interests would be best served by entering into an agreement with San Diego to outsource Agency's fire and emergency medical dispatch services to San Diego; and

WHEREAS, San Diego desires to provide Agency with fire and emergency medical dispatch services under the terms described in this Agreement; and

WHEREAS, it would be to the benefit of each Party for San Diego to continue to provide fire and emergency medical dispatch services to Agency in order to increase the health and safety of all affected residents; and

WHEREAS, Agency desires and intends per the terms of this Agreement to pay San Diego for services.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and San Diego agree as follows:

A. TERM.

This Agreement shall become effective July 1, 2024, and shall expire on June 30, 2029. The Parties shall review this Agreement every year to ensure applicability of all terms and policies. Any modification shall be set forth in writing and be signed by the Parties. The term of this Agreement shall not exceed five (5) years unless approved by the San Diego City Council by Ordinance.

B. OBLIGATIONS OF THE PARTIES.

The descriptions herein outline specific aspects relevant to the performance of the emergency dispatch services by San Diego.

San Diego adheres to State recommendations for call answering times and bases dispatcher staffing upon meeting those performance standards.

To the extent that safety or technological changes warrant an amendment of the specific service or method employed to provide the fire and emergency medical dispatch services contemplated herein, neither Party may unreasonably refuse to implement safety or technological changes.

1. The dispatch services that will be provided by San Diego include:

a) Processing all fire and medical related emergency calls via the 911 Secondary Public Safety Answering Point ("PSAP").

b) Triaging medical calls using a triage process which includes:

i. Automated triage with call downgrading features.

ii. Coordinated dispatch efforts with Agency's ambulance provider for ambulances within Agency's jurisdiction, via the automated Computer Aided Dispatch ("CAD") to CAD interface, or other option as agreed to by the parties.

c) Dynamic Automatic Vehicle Location ("AVL") driven dispatch of closest available resource(s), across City lines, to given emergency, incident type(s), and location(s).

d) Paging Services between San Diego's CAD and a messaging services interface. Options for paging services include:

i. Participate in San Diego's paging services contract(s) on a pay per license basis, or

ii. Agency can procure their own paging services contract (paid on own) and San Diego will set up paging as long as the technology can integrate with San Diego's CAD.

e) Fire Station Alerting via a CAD to a station alerting interface. Options for station alerting include:

i. Participate in San Diego's station alerting system (currently via US Digital Designs) via a CAD to a station alerting interface. Agency will need to procure their own contract for services, hardware, and maintenance, or

ii. San Diego will interface with Agency's existing, self-managed station alerting system. Agency will be responsible to contact for services, hardware and maintenance as well as costs associated with setting up and maintaining the CAD interface. San Diego will be responsible for supporting the CAD interface alone.

f) Mobile Data Computer ("MDC") or other mobile platform services including mapping, live-routing, and loading of Agency's self-managed pre-plans. MDCs can be ordered off a list of SDFD supported devices. MDCs will be fully imaged and configured by San Diego Fire IT to be on the SDFD network to SDFD's specifications. No other hardware or configurations or additional software are supported in any capacity.

g) Mobile Network

i. Apparatus Modem
Data Plan – San Diego will order and issue SIM cards and bill agency for costs. Agencies will be required to be on San Diego's cellular provider private APN and Data Plan.

Network equipment (modems, antennas, etc.) will be procured and supported by San Diego. Equipment can only be supported if it is procured by San Diego off the approved devices list and managed in San Diego's Mobile Device Management system for firmware updates and modem management. Equipment and support costs will be billed to agency. Agency will be responsible for installation of network equipment.

ii. Mobile Phones & Tablets
Agency can opt to procure smartphones and tablets via San Diego's procurement system. In this case, Agency will be billed for actual costs of: device purchase (one-time), mobile device management (on-going, based on license fee from provider), and data usage (on-going, based on carrier charges). When possible, agency will be set up with a sub account on San Diego's data plan and may be billed directly by mobile carrier for data usage. San Diego Fire IT will support devices procured via our system (e.g., manage applications via the device management system).

Or, Agency can opt to procure their own devices. In this case, San Diego will not support the device or be able to manage applications unless agency coordinates with SD Fire IT to enroll devices into San Diego's mobile device management system.

h) Records Management System ("RMS") services for a CAD to a Fire RMS interface. Options for a Records Management System include:

i. Participate in San Diego's existing RMS system (currently via WATER) via a CAD to a Fire RMS interface. Agency will need to procure their own contract for services and maintenance, or

ii. San Diego will interface with Agency's existing, RMS. Agency will be responsible to contact for services and maintenance as well as costs associated with setting up and maintaining the CAD interface. San Diego will be responsible for supporting the CAD interface alone.

i) Agency may receive a periodic download of CAD data as agreed upon by the Parties.

j) Agency acknowledges that this contract does not require San Diego to perform analysis of Agency's CAD or response data. However, San Diego may extend the use of secured Internet applications for viewing, analyzing and reporting Agency's

CAD data ("web services"). These web services may include on-line dashboards and canned reports with pre-established data collection points, call for service statistics and/or other incident specific data.

k) Any additional or special services provided are described in **Addendum A**.

2. **Additional Services and Equipment.** Additional services and equipment utilized in the performance or support of dispatch services may be provided by San Diego, as agreed to by the Parties, which may include but is not limited to equipment (modems, mobile data computers, phones, etc.), enterprise device management services, software applications and licenses.

C. COMPENSATION AND PAYMENT SCHEDULE

Agency agrees to pay San Diego for services rendered under this Agreement on a fiscal year basis, defined as July 1 through June 30. For budgeting and planning purposes, San Diego will provide Agency with an Annual Operating Plan **(Attachment 1)** for the upcoming fiscal year, which shall be incorporated by reference into this Agreement.

1. **For Dispatching Services.** San Diego shall be compensated for the performance of services specified in Section B1 as a cost per call. Dispatch fees are subject to change each fiscal year based on the following:

   a) The adopted budget for personnel costs which includes fringe and overhead, and;

   b) Prior year actuals for non-personnel expenditures (NPE). Should the Agency's call volume exceed the prior year by 5% or more, an increase to the NPE will be equal to the percentage of the increased call volume (rounded up to the tenth percent).

   c) Should the Agency's call volume from the prior year not increase, or the increase is less than 5%, an escalator of 5% will be applied to the NPE.

2. **For Additional Services & Equipment.** San Diego shall be reimbursed for the costs of any additional services and equipment specified in Section B.2, which have been procured on behalf of Agency at Agency's request and which may also include connectivity and start-up costs. Agency may elect additional options in accordance with the "Annual Operating Plan."

   a) Costs will be calculated based on vendor fees per service or unit of equipment.

   b) Services and equipment fees are subject to change annually based on vendor rates.

3. **Invoices & Due Date:** San Diego shall provide to Agency, on a quarterly basis, an invoice statement for services rendered under this Agreement and payment by Agency shall be remitted thirty (30) days thereafter. If Agency disputes any charges it shall nonetheless remit the full amount without waiving its right to a return of the disputed amount.

4. **Records:** The Parties shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to rendering services under this Agreement throughout the performance of services and for ten (10) years following completion of services under this Agreement. The parties further agree to allow for mutual inspection, copying and auditing of such books, records, documents and other evidence relevant to the Parties' performance of this Agreement at mutually agreeable dates and times.

D. DATA SHARING.
Data Sharing policies are outlined in **the Data Sharing Agreement (Attachment 2).**

E. INDEMNIFICATION. In the performance of dispatching services,

1. Agency agrees to defend, indemnify, protect, and hold San Diego and its officials, agents, officers, employees and volunteers harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Agency officials, employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of Agency or its officials, agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided however, that Agency's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of San Diego or its officials, agents, officers, employees or volunteers.

2. San Diego agrees to defend, indemnify, protect, and hold Agency and its officials, agents, officers, employees and volunteers harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to San Diego employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of San Diego or its officials, agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided, however, that San Diego's duty to indemnify and hold harmless shall not include any claims or liability alleged to be arising from the negligence or willful misconduct of Agency or its officials, agents, officers, employees or volunteers.

3. In the event that both Parties are determined to be partially responsible, the principles of comparative fault shall apply, and each party may seek indemnification according to such comparative fault.

4. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.

F. RIGHT TO TERMINATE FOR CONVENIENCE
Either Party may terminate the services agreed to pursuant to this Agreement for convenience by giving written notice of such termination to the other Party. Such notice shall be delivered by

certified mail with return receipt for delivery to the noticing Party or other method as set forth in Section O below. The termination of the services shall be effective one hundred and eighty (180) days after the receipt of this notice by the noticed Party.

G. RIGHT TO TERMINATE FOR DEFAULT

If either Party fails to perform or adequately perform any obligation required by this Agreement, that Party's failure constitutes a Default. If the defaulting Party fails to satisfactorily cure a Default within ten (10) calendar days of receiving written notice from the other Party specifying the nature of the Default, or if the nature of the Default is (1) not for the payment of services, and (2) requires more than ten (10) calendar days to remedy, and the defaulting Party fails to diligently pursue such action necessary to remedy the Default, the other Party may immediately cancel and/or terminate this Agreement upon written notice, and terminate each and every right of the defaulting Party, and any person claiming any rights by or through the defaulting Party under this Agreement. The rights and remedies of the non-defaulting Party enumerated in this paragraph are cumulative and shall not limit the non-defaulting Party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the Parties against the other Party.

Notwithstanding the above, a Party may terminate this Agreement for cause pursuant to Section G herein if the other Party fails to comply with the Data Sharing Agreement, or otherwise violates any confidentiality and data privacy laws and regulations with respect to data shared under this Agreement, including engaging in unauthorized sale or disclosure of data.

H. CITY OF SAN DIEGO CONTRACT REQUIREMENTS

To the extent appropriate in light of the rights and duties specified in this Agreement, and as applicable to particular Parties, the following requirements shall apply:

1. **Drug-Free Workplace.** Agency agrees to comply with San Diego's Drug Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

2. **ADA Certification.** Agency hereby certifies that it agrees to comply with San Diego's "Americans With Disabilities Act" Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

I. PRODUCT ENDORSEMENT

Agency acknowledges and agrees to comply with the provisions of San Diego's Administrative Regulation 95-65, concerning product endorsement. Any advertisement identifying or referring to San Diego as the user of a product or service requires the prior written approval of San Diego.

J. CONFLICT OF INTEREST

The Parties are subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices including, but not limited to,

California Government Code sections 1090, et. seq. and 81000, et. seq. Either Party may determine that a conflict-of-interest code requires the other Party to complete one or more statements of economic interest disclosing relevant financial interests. Upon one Party's request, the other Party shall submit the necessary documents to the requesting Party.

1. The Parties shall establish and make known to their respective employees and agents' appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

2. In connection with any task, neither Party shall not recommend or specify any product, supplier, or contractor with whom such Party has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

3. If either Party violates any conflict-of-interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects such Party to liability to the other for all damages sustained as a result of the violation.

K. JURISDICTION, VENUE & ATTORNEY'S FEES

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

L. ENTIRE AGREEMENT; AMENDMENTS

This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreement or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may only be amended in writing signed by both Parties.

M. SEVERABILITY

If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, and the Parties shall negotiate in good faith to replace any such covenant, agreement or portion found to be null and void.

N. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered

personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

To San Diego at:
San Diego Fire-Rescue Department / ECDC
Attn: ECDC Deputy Chief
3750 Kearny Villa Road
San Diego, CA 92123

With a copy to:
San Diego Fire-Rescue Department
Attn: Fire Chief
600 B Street, 13th Floor
San Diego, CA 92101

To Agency at:
City of National City
Attn: Fire Chief
1243 National City Blvd
National City, CA 91950

With a copy to:
City of National City
Attn: City Attorney
1243 National City Blvd
National City, CA 91950

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter section 265 and San Diego Municipal Code section 22.3222, and by the City of National City.

CITY OF NATIONAL CITY, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of National City, and that I have read all of this Agreement and have executed it on behalf of the City of National City.

By: _____ Date signed: _____

Ron Morrison, Mayor

I HEREBY APPROVE the form of the foregoing Agreement, this 3rd day of September 2024.

By: _____
Barry J. Schultz, City Attorney

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF SAN DIEGO, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of San Diego, and that I have read all of this Agreement and have executed it on behalf of the City of San Diego.

By: Date signed:

_____ _____

Colin Stowell, Fire Chief

I HEREBY APPROVE the form of the foregoing Agreement, this _____ day of _____, 2024.

MARA W. ELLIOTT, San Diego City Attorney

By: _____

Daniel Orloff, Deputy City Attorney

ADDENDUM A

(ADDITIONAL OR SPECIAL SERVICES)

No special services are applicable at this time.

ATTACHMENT 1

(ANNUAL OPERATING PLAN)

Fiscal Year 2025 Annual Operating Plan
With Breakdown of % Increase
NATIONAL CITY

Dispatching Services by San Diego Fire Rescue:		
Fiscal Year 2024 Actual Calls		8,580
Annual Increase		5.00%
Total Dispatching Costs	$	14,296,319.55
Total 911 Calls Processed by San Diego		244,185
FY24 Cost Per Call	$	58.55
Billing for Fiscal Year 2025		**$502,333.98**

Increases for Fiscal Year 2025	**%Increase**
Personnel Expenditures	15%
# of increased Full-Time Equivalent (FTE)	2.00
OH Rate	23%
Non- Personnel Expenditures (i.e. Contracts, IT, and other costs to support Dispatch Operations)	10%

ATTACHMENT 2

(DATA SHARING AGREEMENT)

ATTACHMENT 2: DATA SHARING AGREEMENT

THIS AGREEMENT is made by and between the City of San Diego, ("San Diego"), a municipal corporation; and City of Chula Vista, City of Coronado, City of Imperial Beach, National City, and City of Poway (individually known as "Agency") that contracts for 911/Emergency Dispatching Services from San Diego Fire-Rescue Department, (herein collectively known as "Parties" or individually as "Party"). The purpose of this Agreement is to define the conditions for sharing of dispatch information among the Parties, other public safety entities, and third-party vendors.

RECITALS

WHEREAS, San Diego provides Agency with fire and emergency medical dispatch services under the terms described in the Dispatching Services Agreement, and,

WHEREAS, San Diego will perform these services from the Metro Zone Emergency Command and Data Center ("ECDC") and will become a custodian of dispatch data on behalf of Agency, and,

WHEREAS, emergency dispatch information is routinely shared across public safety agencies to more effectively and efficiently dispatch emergency resources within the region.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. TERM.

This Agreement shall become effective upon execution by the Parties and shall be binding upon all Parties hereto, until such time as the Parties agree to amend or terminate the Agreement. Any modification shall be set forth in writing and be signed by the Parties. If any Agency is no longer contracting for San Diego Dispatching Services, this Agreement will continue to apply to historical data collected while services were rendered.

B. OBLIGATIONS OF THE PARTIES.

1. San Diego will maintain dispatch records and data in accordance with State and Federal regulations.

2. The Parties understand and agree that their data will be collectively pooled in San Diego's CAD database, and will be visible to other public safety entities that access San Diego CAD data in the course of providing public safety. It will also be incidentally visible to other vendors providing necessary services and infrastructure support (currently CAD from CentralSquare, Vesta from AT&T, network support from San Diego's vendor, Zensar). Vendors may be subject to change.

3. The Parties understand and agree that their data may be collectively pooled in a joint RMS (Records Management System) database (currently WATER Street Fire RMS), and may be visible to other public safety entities that access the database in the course of providing public safety. It will also be incidentally visible to other vendors providing necessary services and infrastructure support (currently FireView from CentralSquare, network support from San Diego's vendor, Zensar). Vendors may be subject to change.

4. RCIP CAD Data Sharing.

a) San Diego is a member of the Regional CAD Interoperability Program ("RCIP"), a CAD-to-CAD solution that connects participating San Diego regional emergency communication systems through a third-party vendor, and

b) San Diego's membership in RCIP means that Agency's data contained in San Diego's CAD (e.g., unit location, unit status, active calls, call comments, response address, response type, problem nature, etc.) will be shared in real time with all current or future RCIP members, partners and vendors. Current RCIP members include: Heartland Communications Facility Authority ("HCFA"), San Diego Fire-Rescue Department ("SDFD"), North County Dispatch Joint Powers Authority ("NCDJPA"), San Diego County Fire ("SDCF"), and Escondido Fire Department. Current RCIP partners include American Medical Response ("AMR") and San Diego Gas & Electric ("SDG&E"). The current RCIP vendor for technical support and maintenance of the RCIP network is Kologik (a private corporation). RCIP members, partners, and vendors in turn may have their own members, partners, and vendors.

5. Internet Applications.

San Diego may extend the use of secured Internet applications for viewing and analyzing CAD data for all its contracted agencies ("web services"). Examples of web services include ***VisiNet Browser*** (a real time and historical CAD view), ***FireView*** (data dashboards and reporting tools that include real-time and historical data), ***TabletCommand*** (incident command and resource management tool), ***INTTERRA, FirstWatch***, as well as other applications that might be procured or developed. The specific applications, their nature, and availability are subject to change. Agency understands and agrees that it may choose not to utilize these services, however, in certain cases, Agency's data may still be visible to other contracted agencies who do use these services.

6. Data Use and Disclosure.

a) Any CAD data from other public safety agencies or private companies that may be obtained from CAD views or data sharing applications shall only be used in the performance of each Agency's ascribed duties for the safety of the public, and the Parties will not utilize said data for gain, either personal or corporate, other than that gain which is considered to be allowed to be made on behalf of public agencies. The Parties shall not use said data to obtain any perceived advantage or be used against any other Agency, public or private.

b) Any individual Agency's data will not be otherwise used, shared, published or released without that individual Agency's written consent.

c) Public Records Acts requests will be referred to the respective Agency whose data is being requested for handling and response.

d) Legal Obligations to Release. In the case where data release is required by law (e.g., search warrant or court subpoena), the Party being required to turn over data will notify any other respective Agency whose data is included in the mandated release and provide a courtesy copy of data prior to release.

C. INDEMNIFICATION

In the course of data sharing, the Parties agree to defend, indemnify, protect, and hold all other Parties and their agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to

any Party's employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of any other Party, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided however, that each Party's duty to indemnify and hold harmless shall not include any claims or liability alleged to be arising from the negligence or willful misconduct of any Party, its agents, officers, or employees.

D. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by electronic mail, upon acknowledgment of receipt of electronic transmission or a reply e-mail; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

To San Diego at:
San Diego Fire-Rescue Department / ECDC
Attn: ECDC Deputy Chief
3750 Kearny Villa Road
San Diego, CA 92123

With a copy to:
San Diego Fire-Rescue Department
Attn: Fire Chief
600 B Street, 13th Floor
San Diego, CA 92101

To Chula Vista at:
Chula Vista Fire Department
Attn: Deputy Chief, Director of Administration
276 Fourth Ave., Building C
Chula Vista, CA 91910

With a copy to:
Chula Vista Fire Department
Attn: Fire Chief
276 Fourth Ave., Building C
Chula Vista, CA 91910

To Coronado at:
Coronado Fire Department
Attn: Fire Chief
1001 6th Street
Coronado, CA 92118

With a copy to:
City of Coronado
Attn: City Manager
1825 Strand Way
Coronado, CA 92118

To Imperial Beach at:
City of Imperial Beach
Attn: Chief John French
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

With a copy to:
City of Imperial Beach
Attn: City Attorney
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

To National City at:
City of National City
Attn: Frank Parra, Director of Emergency Services
1243 National City Blvd.
National City, CA 91950

With a copy to:
City of National City
Attn: City Attorney
1243 National City Blvd.
National City, CA 91950

To Poway at:
City of Poway
Attn: Director of Safety Services
PO Box 789
Poway, CA 92074-0789

With a copy to:
City of Poway
Attn: City Attorney
13325 Civic Center Drive
Poway, CA 92064

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter section 265 and San Diego Municipal Code section 22.3222, and by the following cities:

ATTACHMENT 2: DATA SHARING AGREEMENT

CITY OF SAN DIEGO, A Municipal Corporation

By: [redacted] Date signed: 4/3/19

Colin Stowell, Fire Chief

I HEREBY APPROVE the form of the foregoing Agreement, this 27 day of June, 2019.

MARA W. ELIOTT, San Diego City Attorney

By: [redacted]

Noah J. Brazier, Deputy City Attorney

CITY OF CHULA VISTA, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Chula Vista, and that I have read all of this Agreement and have executed it on behalf of the City of Chula Vista.

By: [redacted] Date signed: 5/6/19

Jim Geering, Fire Chief

I HEREBY APPROVE the form of the foregoing Agreement, this 6th day of May, 2019

By: [redacted]

Name City Attorney

CITY OF CORONADO, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Coronado, and that I have read all of this Agreement and have executed it on behalf of the City of Coronado.

By: [redacted] Date signed: 4/26/19

Blair King, City Manager

I HEREBY APPROVE the form of the foregoing Agreement, this 25 day of April, 2019.

By: [redacted]

JOHANNA N. CANLAS, Coronado City Attorney

CITY OF IMPERIAL BEACH, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Imperial Beach, and that I have read all of this Agreement and have executed it on behalf of the City of Imperial Beach.

By: [redacted] Date signed: 4-17-19

Andy Hall, City Manager

I HEREBY APPROVE the form of the foregoing Agreement, this 17th day of April, 2019.

By: [redacted]

JENNIFER M. LYON, Imperial Beach City Attorney

CITY OF NATIONAL CITY, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of National City, and that I have read all of this Agreement and have executed it on behalf of the City of National City.

By: [redacted] Date signed: 06/19/19

Brad Raulston, City Manager

I HEREBY APPROVE the form of the foregoing Agreement, this 19th day of June, 2019.

By: [redacted]

Name City Attorney Nicole Pedone, Ass. City Attorney

CITY OF POWAY, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Poway, and that I have read all of this Agreement and have executed it on behalf of the City of Poway.

By: [redacted] Date signed: 3.11.19

Tina White, City Manager

I HEREBY APPROVE the form of the foregoing Agreement, this 19 day of March, 2019.

Rutan & Tucker, LLP

By: [redacted]

Alan Fenstermacher, Poway City Attorney

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE CITY OF NATIONAL CITY TO PROVIDE FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES TO THE CITY OF NATIONAL CITY FOR A TERM OF 5 YEARS, EFFECTIVE JULY 1, 2024 TO JUNE 30, 2029

WHEREAS, the City has contracted with the City of San Diego for fire and emergency medical dispatch services since July 1, 2013; and

WHEREAS, the City of San Diego provides dispatch services for the Metro Zone, which includes San Diego, Chula Vista, Coronado, Imperial Beach, National City, and Poway; and

WHEREAS, the National City Fire Department (NCFD) believes that the City of National City's interests are best served by the City of San Diego continuing to provide the City's fire and emergency medical dispatch services in the Metro Zone; and

WHEREAS, the City of National City will compensate the City of San Diego for dispatching services fee in the amount of $502,333.98 for Fiscal Year 2024-2025; and

WHEREAS, dispatch fees will be subject to change each subsequent fiscal year based on the following: a) The City of San Diego's adopted budget for personnel costs which includes fringe and overhead, and b) prior year actuals for non-personnel expenditures (NPE). should National City's call volume exceed the prior year by 5% or more, an increase to the NPE will be equal to the percentage of the increased call volume (rounded up to the tenth percent); and c) should National City's call volume from the prior year not increase, or the increase is less than 5%, an escalator of 5% will be applied to the NPE); and

WHEREAS, the term of this Agreement will become effective July 1, 2024 and will expire at midnight on June 30, 2029, with the option to extended this Agreement for five (5) additional years by written agreement of the Parties, and subject to the San Diego Mayor's authorization and the authorization of the City of National City.

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

Section 1: That the City Council of the City of National City hereby authorizes the Mayor to execute a five (5) year Agreement between the City of National City and the City of San Diego to provide fire and emergency medical dispatch services to the City of San Diego effective July 1, 2024 through June 30, 2029**.**

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

PASSED and ADOPTED this 10th day of December, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, December 10, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Appointments of City Councilmembers to Regional Boards and Committees for Outside Agencies

RECOMMENDATION:
Mayor to Appoint with City Council Consensus to Certain Regional Boards and Committees by Adoption of Resolution:

(1) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego Association of Governments (SANDAG) Board of Directors;

(2) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the SANDAG Shoreline Working Group; and,

(3) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the Various Regional Committee Assignments; and

(4) Resolution San Diego County Water Authority Board of Directors.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
As per California Government Code Section 40605; In General Law Cities where the Office of Mayor is an elective official, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute. Appointments for consideration for 2025:

- San Diego Association of Governments (SANDAG) - Primary and Alternate (Annual)
- Shoreline Preservation Working Group – Primary and Alternate (Annual)
- Bayshore Bikeway Working Group – Primary and Alternate (Annual)
- League of California Cities – Primary, Alternate (Annual)
- Metropolitan Transit System Board (MTS) (Term is 2 Years)
- Regional Solid Waste Association (RSWA) (Term is 2 Years)
- Metro Wastewater JPA (Term is 2 Years)
- San Diego County Water Authority (SDCWA) (Term is 2 Years) Primary only
- Otay and Sweetwater River Watershed Panel (Term is 2 Years)
- San Diego Community Power (SDCP) Joint Powers Authority (JPA) Board

FINANCIAL STATEMENT:
None.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Communication and Outreach

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

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Current 2024 Regional Boards and Committee Appointments
Exhibit B – Resolution SANDAG Appointment
Exhibit C – Resolution SANDAG Appointment – Shoreline Working Group
Exhibit D – Resolution Various Regional Committee Assignments
Exhibit E – Resolution San Diego County Water Authority Board of Directors

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) BOARD The Regional Council of Governments, which fosters cooperation on solving regional issues, such as transportation. Includes Regional Transportation Commission (RTC) Meeting. **2023 City Council Appointment:** Primary: Luz Molina (Term: December 2024) First Alternate: Jose Rodriguez (Term: December 2024) Second Alternate: Ron Morrison (Term: December 2024) Board of Directors, and additional Policy Advisory Committees(PAC): 1. Executive Committee 2. Transportation Committee 3. Regional Planning Committee 4. Borders Committee 5. Public Safety Committee *Term is annual and must be appointed by December 31.	**Meetings:** Board Business Meeting – 4th Friday of each month at 9:00 a.m. and 2nd Friday at 9:00 a.m. Public Safety Meeting – 3rd Friday of each month at 1:00 p.m. Regional Planning Meeting – 1st Friday of each month at 12:30 p.m. Stipend: $150 Board Meetings $100 PAC Meetings $100 RTC Meetings Staff Assigned: Stephen Manganiello, EPW (Transportation Committee) Martin Reeder, Planning (Regional Planning Committee)
LEAGUE OF CALIFORNIA CITIES A Coalition of California Cities meeting on issues of local, regional and statewide concern. **2023 City Council Appointment:** Primary: Ron Morrison (Term expires: December 2024) Alternate: Luz Molina (Term expires: December 2024) *Annual Term	**Meetings:** 2nd Monday of each month 11:30 – 1:00 p.m. Stipend: None. Staff Assigned: Ben Martinez
METROPOLITAN TRANSIT SYSTEM BOARD (MTS) Public Transportation Issues. **2022 City Council Appointment:** Primary: Marcus Bush (Term expires: December 2024) Alternate: Jose Rodriguez (Term expires: December 2024) *Term is two (2) years or end of elected term	**Meetings:** Executive Committee – Thursdays at 9:00 a.m. Stipend: $150 Board Meeting Staff Assigned: Luca Zappiello (EPW)
REGIONAL SOLID WASTE ASSOCIATION (RSWA) A Joint Powers Authority (JPA) of the Cities of Del Mar, Encinitas, Escondido, National City, Poway, Solana Beach, and Vista. Its purpose is to address solid waste, household hazardous waste, and other environmental issues on a regional level. **2022 Mayoral Appointment:** Primary: Ron Morrison (Term expires: December 2024) Alternate: Jose Rodriguez (Term expires: December 2024) *Term is two (2) years or end of elected term	**Meetings:** 1st Thursday of each Quarter at 9:00 a.m. Stipend: $150 Board Meeting Staff Assigned: Ricardo Rodriguez (EPW) /Consultant

PORT OF SAN DIEGO PUBLIC ART COMMITTEE **2022 Mayoral Appointment:** Community Representative: Augustin Buela Jr. (Term: December 31, 2025) Term is for three (3) years. *No member may serve more than six (6) years per BPC Policy No. 609 (7)	**Meetings:** Monthly basis, as needed. Stipend: None. Staff Assigned: Ben Martinez
METRO WASTEWATER JPA Oversees the sewage system for the San Diego area and makes decisions regarding financial expenditures relating to the sewage system. Appointee from each agency plus an alternate. **2022 Mayoral Appointment:** Primary: Ditas Yamane (Term expires: December 2024) Alternate: Jose Rodriguez (Term expires: December 2024) *Term is two (2) years or until no longer elected official.	**Meetings:** Metro Commission/JPA – 1st Thursday of each month at 12:00 p.m. MetroTAC Committee – 3rd Wednesday of each month at 11:00 a.m. Stipend: $150 per Meeting Staff Assigned: Martha Juarez (EPW)/Consultant
SAN DIEGO COUNTY WATER AUTHORITY (SDCWA) Providing safe and reliable supply of water. **2022 City Council Appointment:** Primary: Ditas Yamane (Term expires: December 2024) Proxy Selected within Board by Primary: Jose Crista Board of Directors, and additional Standing Committees: 1. Administrative and Finance Committee 2. Engineering and Operations Committee 3. Imported Water Committee 4. Legislation and Public Outreach Committee 5. Water Planning and Environmental Committee *Term is two (2) years per SDCWA Article 2.00.040	**Meetings:** Board Business Meetings - 4th Thursday of each month, except November and December at 9:00 a.m. Stipend: $150 Board of Directors Meeting $180 Officers (Chair/Vice-Chair) Staff Assigned: Martha Juarez (EPW)
SAN DIEGO UNIFIED PORT DISTRICT **2024 City Council Appointment:** Community Representative: GilAnthony Ungab (Term expires: December 2024) *Term is four (4) years per SD Unified Port District Act	**Meetings:** Board Meetings – 2nd Tuesday of month at 1:00 p.m. Stipend: None. Staff Assigned: Ben Martinez
OTAY AND SWEETWATER RIVER WATERSHED PANEL **2022 City Council Appointment:** Primary: Marcus Bush (Term expires: December 2024) Alternate: Jose Rodriguez (Term expires: December 2024) *Term is two (2) years or end of elected term Per PRC 22.9 Chapter 4.5	**Meetings:** 2nd Thursday every other month beginning January 2:00 p.m. to 4:00 p.m. Staff Assigned: Martin Reeder

SWEETWATER AUTHORITY **2022 Mayoral Appointment:** (Per Sweetwater Policy 506): Community Representatives: Ron Morrison (Term expires: December, 2026) Ditas Yamane (Term expires: December, 2026) Citizen Advisory Committee: Primary: William Sendt Alternate: Aida Castneda *Term of four (4) years or end of elected term. Per Sweetwater Policy 506	**Meetings:** 2nd Wednesday of month at 6:00 p.m. 4th Wednesday of month at 6:00 p.m. Stipend: $150 Board Meeting Staff Assigned: Ben Martinez
San Diego Community Power (SDCP) Joint Powers Authority (JPA) Board **2023 Mayoral Appointment:** Primary: Ditas Yamane (Term expires: December, 2024) Alternate: Marcus Bush (Term expires: December, 2024) *Per JPA Agreement Section 4.2 (Annual)	**Meetings:** 4th Thursday of month at 5:00 p.m. Stipend: $150 Board Meeting Staff Assigned: Ben Martinez
San Diego County Air Pollution Control Board Primary: Marcus Bush	

SANDAG COMMITTEES AND WORKING GROUPS

MOBILITY WORKING GROUP Chair: Jose Rodriguez	Staff Assigned: Luca Zappiello (EPW)
PUBLIC SAFETY COMMITTEE (Regional Chief)	Staff Assigned: Alex Hernandez
REGIONAL HOUSING NEEDS ALLOCATION (RHNA)	Staff Assigned: Carlos Aguirre
SAN DIEGO REGIONAL MILITARY WORKING GROUP	Staff Assigned: Ben Martinez
SHORELINE PRESERVATION WORKING GROUP **2023 City Council Appointment:** Primary: Jose Rodriguez (Term expires: December 2024) Alternate: Marcus Bush (Term expires: December 2024) *Per SANDAG Policy Advisory Committee Membership Policy No. 002 *Term is annual	**Meetings:** Quarterly on 1st Thursday of month at 11:30 a.m. Stipend: None. Staff Assigned: Martin Reeder
SUSTAINABLE COMMUNITIES WORKING GROUP	Staff Assigned: Martin Reeder (Planning)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPOINTING MEMBERS OF THE CITY COUNCIL TO THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) BOARD OF DIRECTORS.

WHEREAS, California Public Utilities Code section 132351.1, subsections (d) and (f), requires that the City Council appoint a primary representative and alternate to the San Diego Association of Governments ("SANDAG") Board of Directors and provides discretion to select a second alternate; and

WHEREAS, SANDAG requests that the appointments be made by the legislative body (the City Council) and that the appointment be made no later than January 31st of each year.

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

Section 1: That the above recitals are true and correct.

Section 2: That the following City of National City Councilmembers are appointed to the San Diego Association of Governments ("SANDAG") Board of Directors, for a term ending in December 2025 or until replacements are appointed:

PRIMARY MEMBER:_____
1st ALTERNATE: _____
2nd ALTERNATE: _____

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 4: That the City Clerk is directed to provide a certified copy of this Resolution in its entirety to SANDAG prior to the January 31 deadline.

PASSED AND ADOPTED this 10th day of December, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPOINTING MEMBERS OF THE CITY COUNCIL TO THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) SHORELINE PRESERVATION WORKING GROUP.

WHEREAS, California Public Utilities Code section 132351.1, subsections (d) and (f), requires that the City Council appoint a primary representative and alternate to the San Diego Association of Governments ("SANDAG"), which includes a Shoreline Preservation Working Group composed in part of elected officials from the coastal and bayfront cities; and

WHEREAS, SANDAG requests that appointments be made by the legislative body (the City Council) and that the appointment be made no later than January 31st of each year.

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

Section 1: That the above recitals are true and correct.

Section 2: That the following City of National City Councilmembers are appointed to the San Diego Association of Governments ("SANDAG") Shoreline Preservation Working Group, for a term ending in December 2025 or until replacements are appointed:

PRIMARY MEMBER:_____
ALTERNATE:_____

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 4: That the City Clerk is directed to provide a certified copy of this Resolution in its entirety to SANDAG prior to the January 31 deadline.

PASSED AND ADOPTED this 10th day of December, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, CONFIRMING THE MAYORAL APPOINTMENTS OF MEMBERS OF THE CITY COUNCIL TO VARIOUS REGIONAL COMMITTEE ASSIGNMENTS.

WHEREAS, California Government Code section 40605 requires that the Mayor appoint, with City Council concurrence, City Councilmembers to various regional committee assignments as listed in Exhibit A; and

WHEREAS, the regional agencies request that the appointments be made no later than the first regular City Council meeting in 2025; and

WHEREAS, the City Council shall consider each of the Mayoral nominations.

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

Section 1: That the above recitals are true and correct.

Section 2: That the Mayoral appointments to the regional committee assignments as listed in Exhibit A are confirmed for terms ending in December 2025, or until the end of specified term or until replacement is appointed.

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED this 10th day of December, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPOINTING A MEMBER OF THE CITY COUNCIL TO THE SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS.

WHEREAS, section 45-6 of the County Water Authority Act, Chapter 45 of the Appendix to the Water Code of the State of California, requires that the Mayor, with consent and approval of the City Council, appoint a primary member to the San Diego County Water Authority Board of Directors and provides discretion for the appointed member to designate an alternate; and

WHEREAS, the San Diego County Water Authority Board of Directors requests that the appointments be made by the legislative body (the City Council) and that the appointment be made no later than January 31st of each year.

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

Section 1: That the above recitals are true and correct.

Section 2: That the following City of National City Councilmember is appointed to the San Diego County Water Authority Board of Directors, for a term ending in December 2025 or until replacements are appointed, and that the selected Councilmember is authorized to designate an alternate in their absence:

PRIMARY MEMBER: _____
ALTERNATE: Proxy selected within the Board by Primary

Section 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 4: That the City Clerk is directed to provide a certified copy of this Resolution in its entirety to the San Diego County Water Authority Board of Directors prior to the January 31 deadline.

PASSED AND ADOPTED this 10TH day December, 2024.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Barry J. Schultz, City Attorney

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, December 10, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:
Selection of a Vice-Mayor for 2025.

RECOMMENDATION:
Selection of a Vice-Mayor for 2025 in accordance with the Policy.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On November 20, 2018, the City Council adopted City Council policy No. 120 as the Selection of Vice-Mayor procedure. The express purpose of the policy is to provide every member of the City Council with an opportunity to serve as Vice-Mayor.

Policy No. 120 provides that the selection if made on the basis of the length of time that a member has served on the City Council, and whether or not the member has previously had the opportunity to serve. The Policy provides that the position of the Vice-Mayor shall be rotated among the Councilmembers so that each Councilmember serves one (1) year as Vice-Mayor during their four (4) year term.

Previously served as Vice-Mayors:

2021 – Jose Rodriguez	2022 – Marcus Bush
2023 – Luz Molina	2024 – Ditas Yamane

FINANCIAL STATEMENT:
Not Applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Communication and Outreach

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

PUBLIC NOTIFICATION:
The Agenda Report was posted within 72 hours of the meeting date and time in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – City Council Policy No. 120 – Selection of Vice-Mayor

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Selection of Vice Mayor	**POLICY #** 120
ADOPTED: November 20, 2018	**AMENDED:** August 15, 2023

PURPOSE

In order to provide every member of the City Council with an opportunity to serve as Vice-Mayor, it is the policy of the City Council that selection be made on the basis of the length of time that a member has served on the City Council, and whether or not the member has previously had the opportunity to serve.

POLICY

It is the policy of the City Council of the City of National City that the position of Vice-Mayor shall be rotated among the Councilmembers so that each Councilmember serves one (1) year as Vice-Mayor during their four (4) year term. The City Council shall select the Vice-Mayor in accordance with the procedure set forth herein.

1. As a General Law City, selection of the Vice-Mayor is governed by Sections 36801 and 34905 of the California Government Code.

   Section 36801 provides:

   > The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore. [Referred to as the "Vice-Mayor" in National City.]

   Because National City has a directly-elected Mayor, pursuant to Title 4, Division 2, Article 3 of the Government Code, the provisions of Section 36801 pertaining to the City Council selecting the Mayor do not apply; the Council selects only the Vice-Mayor.

2. The Vice-Mayor shall have the powers and duties as specified in Government Code Section 36802, which provides that the Mayor shall preside at the meetings of the City Council and that if the Mayor is absent or unable to act, the Vice-Mayor shall serve until the Mayor returns or is able to act. The Vice-Mayor has all of the powers and duties of the Mayor.

3. The term of Vice-Mayor shall be for one- year and, in accordance with Government Code Section 36801, selection of the Vice- Mayor shall occur upon certification of the election results. For purposes of this policy, the election assumes the general election held in November and Certification of the Election

results generally occurring in December.

4. The Vice-Mayor shall be the Councilmember with the most seniority who has not been Vice-Mayor in the last three (3) consecutive years. In the event two (2) or more Councilmembers have equal seniority and have not been Vice-Mayor in the last three (3) consecutive years, the Councilmember with the most votes in their last regular general election shall serve as Vice-Mayor.

5. In the event of a vacancy on the City Council that is filled by appointment, the appointee shall not be included in the rotation for Vice-Mayor during the appointed term of office.

Related Policy References
California Government Code Sections 36801-36802
California Elections Code Sections 10262 - 10263

Prior Policy Amendments:
November 20, 2018 (Resolution No. 2018-204)
September 19, 2000 (Resolution No. 2000-120)