

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



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, MAY 19, 2015 – 6:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

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

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

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

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

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

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

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

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

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

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

PRESENTATIONS

1. [Port of San Diego Update - Port Commissioner Robert \(Dukie\) Valderrama](#)
2. [Green Industrial Auto Park Feasibility Study - Environmental Health Coalition](#)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

3. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
4. [Resolution of the City Council of the City of National City waiving the bid process pursuant to National City Municipal Code Sections 2.60.220\(D\), 2.60.220\(E\), and 2.60.260, authorizing the piggybacking of California Department of General Services Agreement 1-14-23-20E, and awarding the purchase of one fully-outfitted 2016 F-250 truck for \\$62,942.35 from Wondries Fleet Group Ford to be used as an animal control vehicle. \(Police\)](#)
5. [Resolution of the City Council of the City of National City initiating proceedings for the levy and collection of assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2015/16. \(Planning\)](#)

6. [Resolution of the City Council of the City of National City approving the Annual Report for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2015/16. \(Planning\)](#)
7. [Resolution of the City Council of the City of National City declaring its intention to conduct a Public Hearing on June 2, 2015 and to levy and collect assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2015/16. \(Planning\)](#)
8. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 524 “J” Avenue \(TSC 2015-03\) \(Engineering/Public Works\)](#)
9. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the business at 524 Highland Avenue \(TSC 2015-04\) \(Engineering/Public Works\)](#)
10. [Resolution of the City Council of the City of National City authorizing the acceptance of the lowest, responsive, responsible bid, for the purchase of \(1\) unmarked 2015 Ford Taurus SEL AWD, for the Police Department from Mossy Ford of San Diego, in the amount of \\$30,365.25. \(Finance\)](#)
11. [Warrant Register #41 for the period of 04/01/15 through 04/07/15 in the amount of \\$845,552.38 \(Finance\)](#)
12. [Warrant Register #42 for the period of 04/08/15 through 04/14/15 in the amount of \\$1,664,735.99 \(Finance\)](#)

PUBLIC HEARINGS

13. [Public Hearing to Consider an Amendment to Title 18 \(Zoning\) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays \(Applicant City-Initiated\) \(Case File 2015-07 A\) \(Planning\)](#)

ORDINANCES FOR INTRODUCTION

14. [An Ordinance of the City Council of the City of National City Amending Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays \(Applicant City - Initiated\) \(Case File 2015-07A\) \(Planning\)](#)

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

15. [Resolution of the City Council of the City of National City authorizing the release of General Fund appropriations for the following Capital Improvement Program projects in the amount of \\$998,736.34: Sweetwater Channel Maintenance, Civic Center Electrical Upgrades, Civic Center Improvements, Civic Center Chiller Project, Morgan Tower Rehab, Kimball Tower Fire Pumps / Sprinklers. \(Engineering/Public Works\)](#)
16. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Fourth Amendment to the Agreement with Safdie Rabines Architects to extend the term of the Agreement to December 31, 2015 and increase the not-to-exceed amount of the Agreement by \\$80,000, for a total Agreement amount of \\$853,630, for continued architectural and construction support services for the National City Waterfront Adventure Center \(formerly known as the National City Aquatic Center\) \(Engineering/Public Works\)](#)
17. [Resolution of the City Council of the City of National City authorizing the Mayor to execute Change Order No. 1 to the National City Culvert Barrier Project contract \(CIP No. 14-06\) with Downstream Services, Inc. for the lump sum amount of \\$14,995.00 to procure, fabricate, and install a Portland cement concrete headwall and additional inlet grate. \(Engineering/Public Works\)](#)
18. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Harris & Associates, Inc. for a not-to-exceed amount of \\$900,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, sewer system and storm drain analysis and design, construction support, engineering plan reviews and tentative map reviews \(Engineering/Public Works\)](#)
19. [Resolution of the City Council of the City of National City authorizing the Mayor to sign an Agreement by and between the City of National City and Fire Prevention Services, Inc. for weed and litter abatement services. \(Fire\)](#)

NEW BUSINESS

20. [Temporary Use Permit – Las Palmas 5K and 1 Mile Walk hosted by Las Palmas Elementary School on June 6, 2015 from 8 a.m. to 12 p.m. with no waiver of fees. \(Neighborhood Services\)](#)
21. [Temporary Use Permit—St. Anthony of Padua Festival at 1816 Harding Avenue on June 13, 2015 from 12 p.m. to 10 p.m. and on June 14, 2015 from 6 a.m. to 8 p.m. with no waivers of fees. \(Neighborhood Services\)](#)

22. [Temporary Use Permit – Health & Wellness 5K hosted by The National City Public Safety Foundation on August 22, 2015 from 7 a.m. to 1 p.m. at Westfield Plaza Bonita with no waiver of fees. \(Neighborhood Services\)](#)
23. [City Council discussion and direction regarding a Green Auto Industrial Park, including costs, impacts, timing, and budget considerations. \(City Manager\)](#)
24. [City of National City Ad-Hoc Committees and Working Groups. \(City Manager\)](#)
25. [Request authorization for staff to begin negotiating terms with GB Capital Holdings, LLC for a Waterfront Adventure Center Maintenance and Operating Agreement to be brought back for Council approval and approval to issue a letter of intent to GB Capital Holdings, LLC. \(Community Services\)](#)
26. [Investment Report for the quarter ended March 31, 2015. \(Finance\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

27. [Presentation requesting Board of Commissioners discussion and direction on the potential disposition and development of real estate assets owned by the Community Development Commission Housing Authority. \(Housing, Grants, & Asset Management\)](#)

C. REPORTS

STAFF REPORTS

28. [Update on Community Service Day held on April 25, 2015. \(Community Services\)](#)
29. [Recap of the Green Street Tour. \(Community Services\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development
Commission-Housing Authority of the City of National City - Tuesday -
June 2, 2015 - 6:00 p.m. - Council Chambers - National City, California

2015 CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 7 City Council Meeting – Suspended
July 21 City Council and Parking Authority Meeting – Suspended

The Regular Meeting of the City Council and Community Development
Commission-Housing Authority of the City of National City on Tuesday -
August 2, 2015 is scheduled to be held at 5:00 p.m. pending approval of
the City Council to accommodate "National Night Out".

The following page(s) contain the backup material for Agenda Item: Port of San Diego Update - Port Commissioner Robert (Dukie) Valderrama

ITEM #
5-19-15

PORT OF SAN DIEGO UPDATE
PORT COMMISSIONER ROBERT (DUKIE) VALDERRAMA

The following page(s) contain the backup material for Agenda Item: Green Industrial
Auto Park Feasibility Study - Environmental Health Coalition

Green Industrial Auto Park (GIAP) Feasibility Study

City of National City Council
5.19. 2015

Prepared By:



Estolano LeSar Perez
ADVISORS LLC

Prepared For:



EPA's Investment in National City

2

Invested about **\$1.47M** to assist brownfields

Assist the City in accessing the following

- Small Business Administration- loans for small business
- Economic Development Administration- Public Works and Economic Adjustment Assistance
- Reach out to other federal agencies
- Construction and non-construction
- Technical assistance
- Revolving loan fund projects
- Funds to leverage regional assets



**Estolano LeSar Perez Advisors LLC (ELP)
LeSar Development Consultants (LDC)**

3



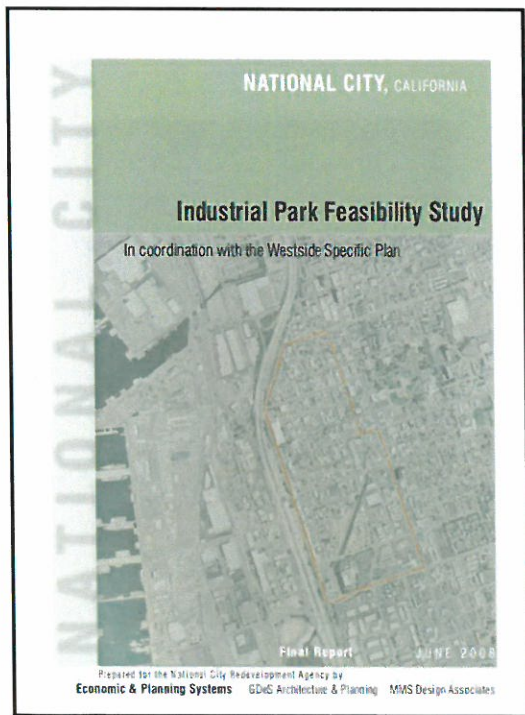
Jennifer LeSar
President and CEO, LDC
Managing Member, ELP



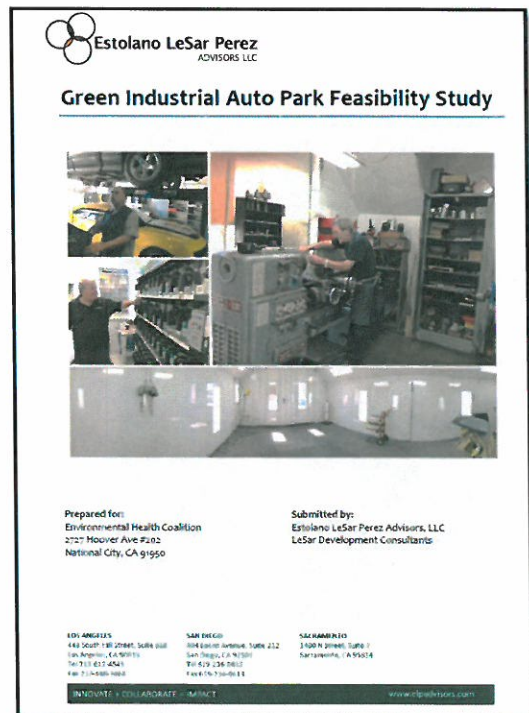
Kathy Tran
Associate, LDC

Industrial Park Feasibility Study

4



2008



2015

Green Industrial Auto Park Feasibility (GIAP) Study



An **innovative, environmentally sound, and economically viable** destination for auto-repair businesses phasing out of Old Town National City (OTNC)

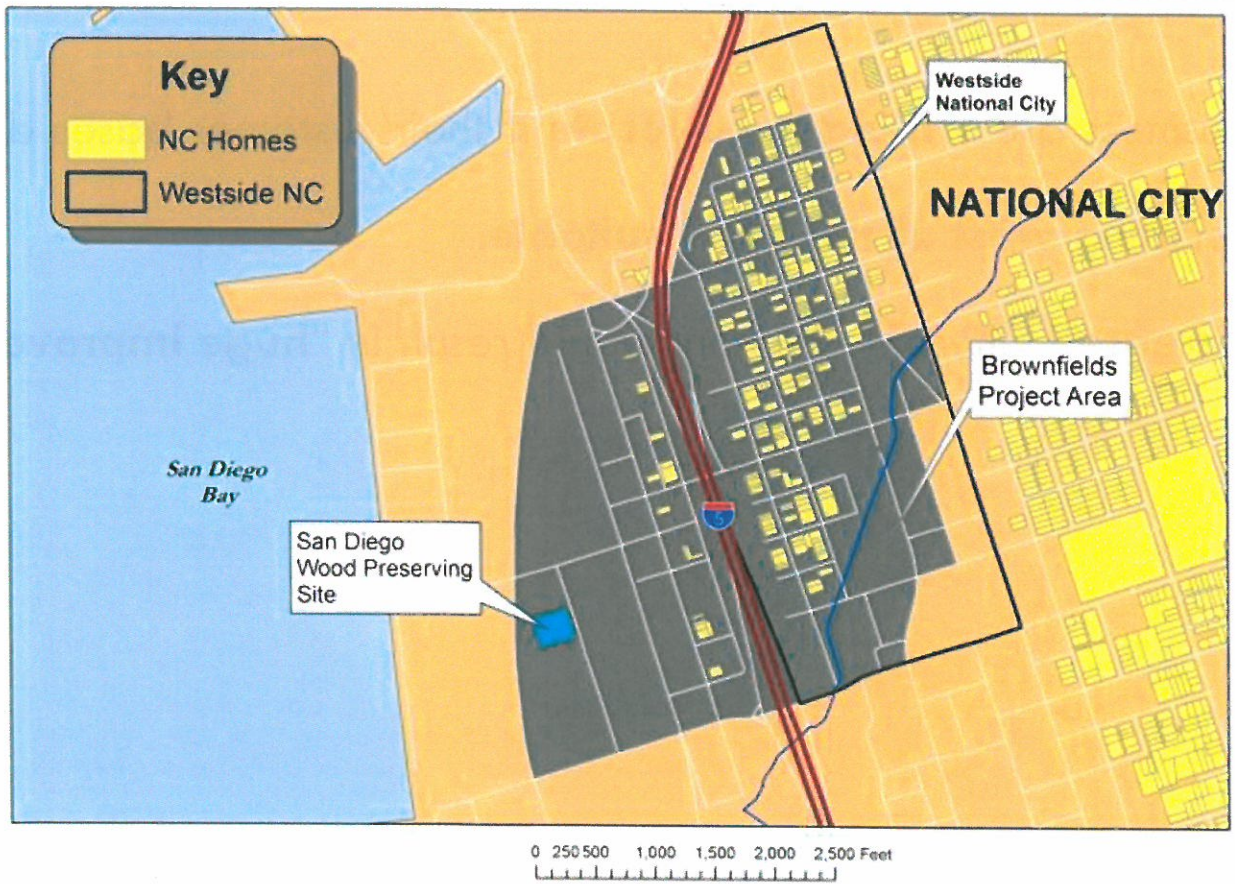
Research Methodology

6

- ❑ 3 Stakeholder Group Meetings
- ❑ 8 Interviewed local businesses
- ❑ Industry tour of 2 businesses
- ❑ Governmental sources
- ❑ Industry specific publications



Receiver Site



Local Findings

- ❑ Business are **willing to co-locate** if their customer bases differ.
- ❑ Locating **west of the I-5 is suitable**.
- ❑ Increased City enforcement would result in **“huge improvements.”**

Industry and Market Landscape

- ❑ Auto-related businesses - important to the **local economy**.
- ❑ **Insurance companies dictate changes** in the industry.
- ❑ Market conditions are **feasible** for GIAP development.

Precedence of the GIAP

**Selecta Autobody Shop
Bernal Heights, San Francisco**

Keep it Green SF



An autobody shop model for “green” site design and sustainable practices

**Sunrise Cooperative
South Bronx, New York**



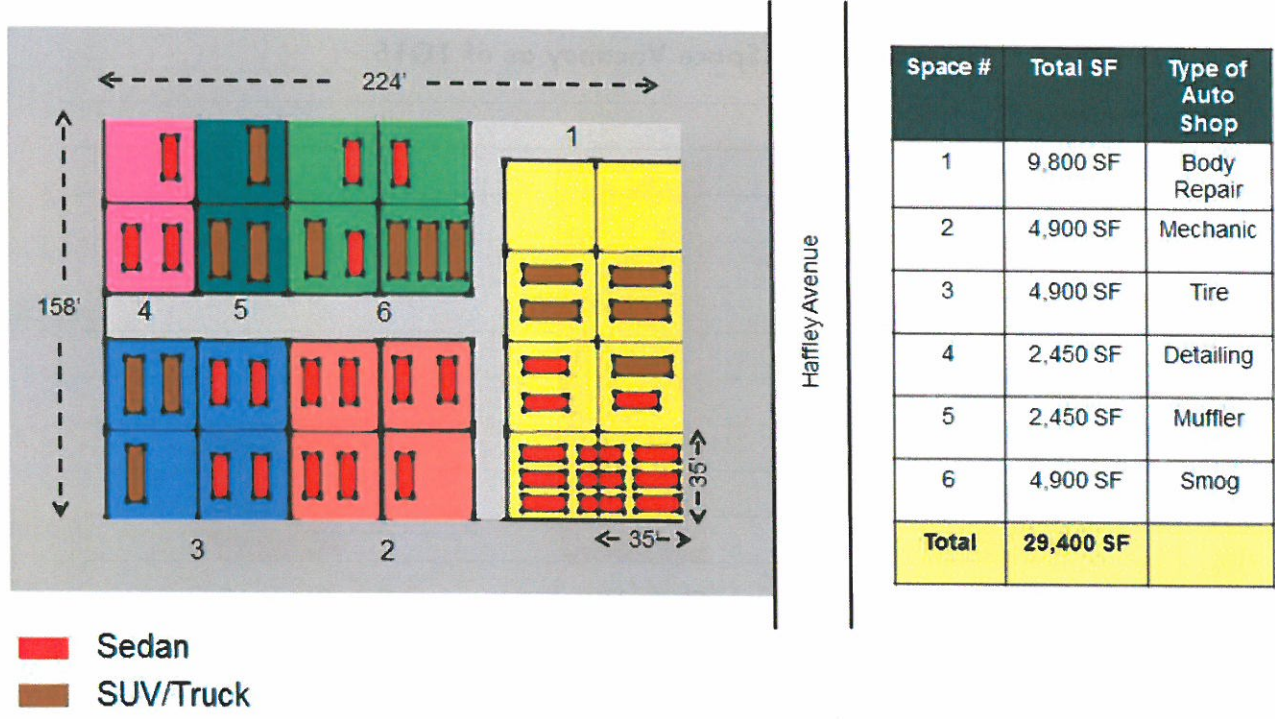
A business incubator that demonstrates the significance of business co-location.

**Safe Shops
Boston, Massachusetts**



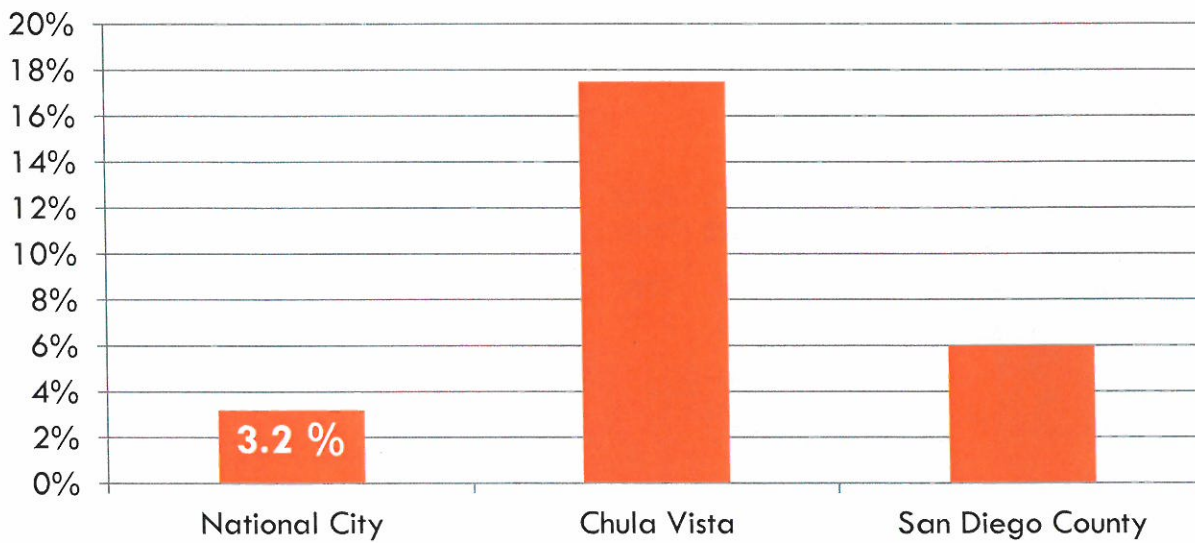
The program resulted in changes to purchasing policies and pollution prevention strategies.

Conceptual Site Design



GIAP Development is Feasible

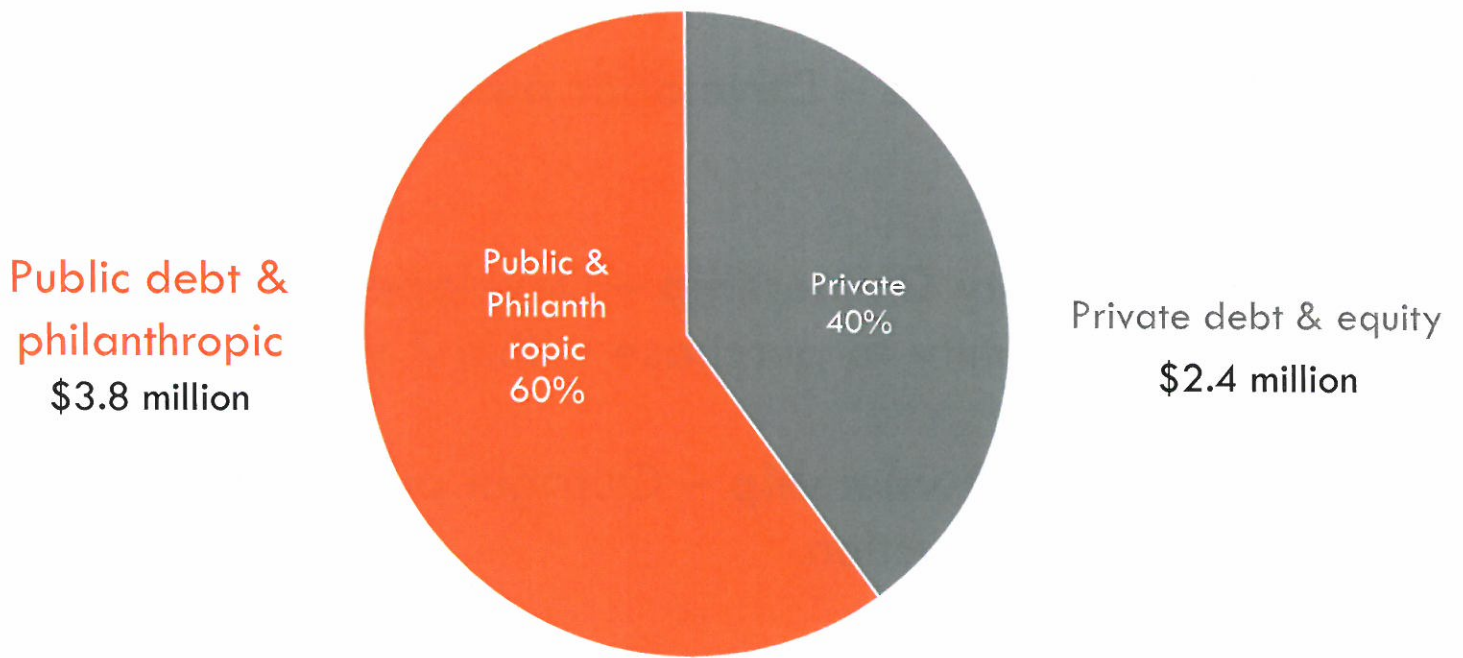
Industrial Space Vacancy as of 1Q15



A Strong Market Indicator

Source: CoStar, DTZ

Preliminary Project Financing



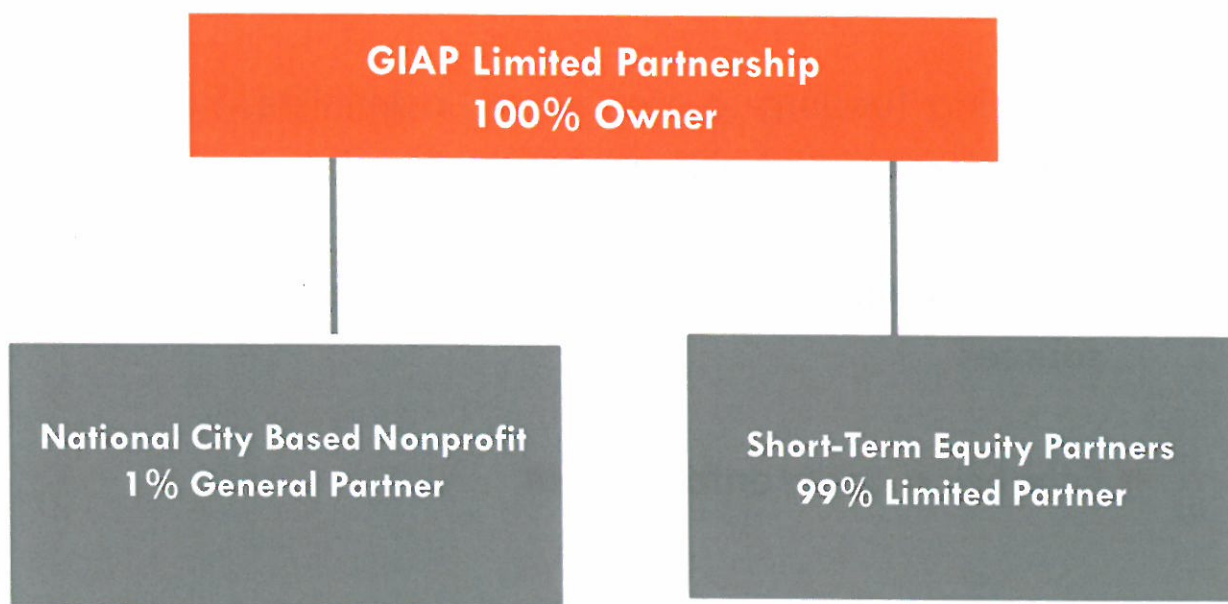
Total Development Cost \$6.5 million

Ownership Structures

1. **Rental Structure** – Developer owned with units as rentals
2. **Private Party Ownership** – Developer owned with the opportunity to purchase within 7 years
3. **Individual Ownership** – Outright purchase at or prior to construction.

Recommended Ownership Structure

15



Next Steps

16

The City can evidence its commitment by

- Securing funding to create and administer nonprofit organization to build project
- Working with nonprofit to help secure long-term funding sources
- Enhancing code enforcement



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The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the bid process pursuant to National City Municipal Code Sections 2.60.220(D), 2.60.220(E), and 2.60.260, authorizing the piggybacking of California Department of General Services Agreeme

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process pursuant to National City Municipal Code Sections 2.60.220(D), 2.60.220(E), and 2.60.260, authorizing the piggybacking of California Department of General Services Agreement 1-14-23-20E, and awarding the purchase of one fully-outfitted 2016 F-250 truck for \$62,942.35 from Wondries Fleet Group Ford to be used as an animal control vehicle. (Police)

PREPARED BY: Christopher P. Cameon, Sergeant

DEPARTMENT:

PHONE: 619-336-4524

APPROVED BY: 

EXPLANATION:

See attached Supplemental Statement

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. Expenditure: 208-411-916-511-0000
Revenue: 208-00000-3463

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not applicable

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the resolution

BOARD / COMMISSION RECOMMENDATION:

Not applicable

ATTACHMENTS:

Wondries Fleet Group quotation for 2016 Ford F-250 truck
California Truck Equipment Company (CTEC) quotation for specialized truck bed body
California Department of General Services Agreement 1-14-233-20 A through G
Supplemental Statement / Resolution

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

Meeting Date: May 19, 2015

Agenda Item No.

The City of National City was awarded funds from the State of California through the County of San Diego to purchase equipment including (1) 2016 Ford F-250 truck outfitted with a specialized truck bed body for the purpose of animal control work. The grant was previously accepted by Council Resolution #2015-14.

It is requested the City Council waive the formal bidding requirements as allowed in Sections 2.60.220(D), 2.60.220(E) and 2.60.260 of the Municipal Code, and authorize the City of National City (Buyer) complete a purchase order for the purchase of an 2016 Ford F-250 truck outfitted with a specialized truck bed body for the purpose of animal control work, as specified in Attachment A, for the amount of \$62,942.35.

Section 2.60.260 allows the City to take advantage of cooperative purchasing opportunities by purchasing directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures. After a competitive bidding process, the State of California has entered into an agreement with Wondries Fleet Group for purchase of vehicles (California Department of General Services Agreement 1-14-23-20E with Wondries Fleet Group). The purchasing agent has determined that the competitive bidding process used by the State is in substantial compliance with the City's procurement procedures. The City of National City will make payment in the amount of \$62,942.35 to Wondries Fleet Group who will then make payment for services to their subcontractor, CTEC.

The State's Agreement with Wondries does not appear to cover special outfitting of animal control vehicles. However, waiving the formal bidding requirements for the outfitting of the vehicle is in the City's best interests for the reasons set forth below.

Section 2.60.220(D) provides an exception to the formal bidding requirements if the City Council determines by best business judgment that due to special circumstances, it is in the city's best interest to purchase a commodity directly or enter into a contract without compliance with the bidding procedure. In this case, Wondries regularly subcontracts with California Truck Equipment Company (CTEC) to complete work on specialty vehicles. CTEC will fabricate and install the specialty body for this animal control vehicle. If this subcontractor is used, Wondries will complete the final inspection to ensure the vehicle meets all applicable state laws. Due to the specialty nature of the work to be performed, the existing compatible relationship between Wondries and CTEC, and the fact that Wondries will complete inspection and certification after CTEC has outfitted the vehicle, it is in the City's best interest to waive the formal bidding requirements for the outfitting of the vehicle.

Section 2.60.220(E) provides an exception to the formal bidding requirements if, due to the exigencies and availability of state and federal grants, immediate action is necessary to take advantage and allow receipt of those grants for procurement of equipment, materials or services, and compliance with the normal time limits established within this chapter would therefore be impossible or impracticable. In this case, the grant requires encumbrance of funds by June 30, 2015. It is impracticable to comply with the formal bid process within this timeline.

31,432.8

Prepared By:
 Administrator
 Wondries Fleet Group
 400 South Atlantic Blvd
 Alhambra, California, 91801
 Phone: (626) 457-5590

2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 4x2 SD Super Cab 8' box 158" WB SRW 56" CA XLT

SELECTED MODEL

Code	Description	MSRP	Invoice
X2A	2016 Ford F-250 4x2 SD Super Cab 8' box 158" WB SRW 56" CA XLT	\$38,845.00	\$35,834.00

SELECTED VEHICLE COLORS

Code	Description
-	Interior: STEEL
-	Exterior 1: OXFORD WHITE
-	Exterior 2: No color has been selected.

SELECTED OPTIONS

Code	Description	Class	MSRP	Invoice
PACKAGES				
603A	Order Code 603A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic : Includes SelectShift.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,000 lb Payload Package; (TCH) Tires: LT275/65R18E BSW A/S; (648) Wheels: 18" Cast Aluminum : Includes bright hub covers/center ornaments.; (3) Cloth 40/20/40 Split Bench Seat : Includes 20% locking center under seat storage, center armrest, cupholder, storage and 4-way adjustable driver/passenger headrests.; (585) Radio: AM/FM Stereo/Single-CD/MP3 Player : Includes digital clock, 4-speakers and auxiliary audio input jack.	OPT	\$0.00	\$0.00
EMISSIONS				
425	50 State Emissions System	OPT	\$0.00	\$0.00
POWERTRAIN				
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	INC	\$0.00	\$0.00
44P	Transmission: TorqShift 6-Speed Automatic Includes SelectShift.	INC	\$0.00	\$0.00
X37	3.73 Axle Ratio	INC	\$0.00	\$0.00

Report content is based on current data listed on referenced. Any performance related calculations are offered as a guide only. Actual performance will vary and may be influenced by conditions. MSRP does not include destination charge, taxes, license, title, and dealer fees. Data current as of 07/11/2014 for 12:00 PM. Copyright © 2014, Chrysler Data Services, LP. All rights reserved.

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 4x2 SD Super Cab 8' box 158" WB SRW 66" CA XL7

SELECTED OPTIONS

Code	Description	Class	MSRP	Invoice
OTHER OPTIONS (Continued)				
585	Radio: AM/FM Stereo/Single-CD/MP3 Player SYNC w/MyFord Touch & SYNC Services : Includes MyFord, 911 assist, vehicle health report (VHR), traffic, directions and information services, 1 USB port and AppLink. Note: SYNC services available for a \$60 annual subscription fee.; SiriusXM Satellite Radio : SiriusXM U.S. satellite service is available in the 48 contiguous United States and D.C. Includes digital clock, 4-speakers and auxiliary audio input jack.	INC	\$0.00	\$0.00
FLEET OPTIONS				
62M	Power Adjustable Pedals	INC	\$0.00	\$0.00
166	Carpet Delete (LPO) REQUIRES Valid FIN Code.	OPT	-\$50.00	-\$44.00
INTERIOR COLORS FOR : PRIMARY W/XLT				
3S	Steel	OPT	\$0.00	\$0.00
EXTERIOR COLORS FOR : PRIMARY W/XLT				
Z1	Oxford White	OPT	\$0.00	\$0.00
OPTIONS TOTAL			\$690.00	\$588.00

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 April 14, 2015

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 4x2 6D Super Cab 8' box 158" WB SRW 55" CA XL1

STANDARD EQUIPMENT

Powertrain

- 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- Recommended fuel : regular unleaded
- Emissions Type: federal
- 6 speed automatic transmission with overdrive, SelectShift sequential sport shift, driver mode select
- Rear-wheel drive
- Fuel Tank Capacity: 35.0gal.

Suspension/Handling

- Front Twin I-Beam independent suspension with anti-roll bar, HD shocks
- Rear rigid axle leaf suspension with HD shocks
- Firm ride suspension
- Hydraulic power-assist re-circulating ball steering
- Front and rear 18" x 8" silver aluminum wheels with chrome hub covers
- LT275/65SR18.0E BSW AS front and rear tires

Body Exterior

- 4 doors
- Reverse opening left rear passenger door
- Reverse opening right rear passenger door
- Driver and passenger power remote heated door mirrors
- Turn signal indicator in mirrors
- Black door mirrors

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April 14, 2012

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 4x2 SD Super Cab 8' box 158" WB SRW 66" CA XLT

STANDARD EQUIPMENT

Convenience (Continued)

- Full overhead console
- Driver and passenger door bins

Seats and Trim

- Seating capacity of 6
- Front 40-20-40 split-bench seat
- 8-way (6-way power) driver seat adjustment
- Manual driver lumbar support
- Power height adjustable driver seat
- 4-way passenger seat adjustment
- Center front armrest with storage
- 60-40 folding rear split-bench seat
- Cloth seat upholstery

Entertainment Features

- SiriusXM AM/FM/Satellite radio with radio data system
- Single CD player
- MP3 decoder
- SYNC with MyFord external memory control
- Steering wheel mounted radio controls
- 4 speakers
- Fixed antenna

Prepared By:
Administrator
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Alhambra, California, 91801
Phone: (626) 457-5590

2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 4x2 SD Super Cab 8' box 168" WB BRW 56" CA XLT

STANDARD EQUIPMENT

Safety and Security (Continued)

- *Curtain 1st and 2nd row overhead airbag supplemental restraint system*
- *Remote activated perimeter/approach lighting*
- *Power remote door locks with 2 stage unlock and panic alarm*
- *Security system with SecuriLock immobilizer*
- *Manually adjustable front head restraints with tilt*
- *Fixed rear head restraints*

Specs and Dimensions

- *Engine displacement: 6.2L*
- *Engine horsepower: 385hp @ 5,500RPM*
- *Engine torque: 405 lb.-ft. @ 4,500RPM*
- *Bore x stroke : 4.02" x 3.74"*
- *Compression ratio: 9.80:1*
- *Gear ratios (1st): 3.97*
- *Gear ratios (2nd): 2.32*
- *Gear ratios (3rd): 1.52*
- *Gear ratios (4th): 1.15*
- *Gear ratios (5th): 0.86*
- *Gear ratios (6th): 0.67*
- *Gear ratios (reverse): 3.13*
- *Curb weight: 5,958lbs.*

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April 14, 2015



California Truck Equipment Company

12351 Bellflower Blvd, Downey, CA 90242

Phone (562) 803-4466 Fax (562) 803-8795

www.ctec-truckbody.com

Quote

Date	Quote #
3/18/2015	6780

Sold To:

Truck Order #

Ship To

National City	SRW	ATTN : Chris Cameon
	Customer Phone #	

Salesman

MB

Terms

Net 10

FOB

CTEC

P.O. No.

Make - Model - Year	FORD F250		VIN #	
Truck Order #	SRW	Compartment depth	N/A	
Gas tank location - qty	MID	Bed width - Overall width	N/A	CA Distance 56"

Description	Qty	Total
CTEC - ACB - Model -10259 - 6 SD - 2RD, Body Dimensions 102 " Long x 59 " Hugh x 79 " Wide	1	29,115.00
Exterior Body - 16 GA A 591 Electro Galvanized /16 GA Stainless steel		
Compartment Floors - 16 GA 304 Stainless steel		
Inner Cage Doors Shelter Cage Style	1	
CTEC Rear Air Conditioning System	1	

**Any and all warranty work will be done at CTEC
12351 Bellflower Blvd. CTEC is not responsible for any work preformed by 3rd parties.**

Accepted by: _____ Date: _____	ALL PRICES VALID FOR 30 DAYS	Subtotal
		Sales Tax (9.0%)
		Total



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Quote

Date	Quote #
3/18/2015	6780

Sold To: _____ Truck Order # _____ Ship To _____

National City	SRW	ATTN : Chris Cameon
	Customer Phone #	

Salesman MB Terms Net 10 FOB CTEC P.O. No.

Make - Model - Year	FORD F250		VIN #	
Truck Order #	SRW	Compartment depth	N/A	
Gas tank location - qty	MID	Bed width - Overall width	N/A	CA Distance 56"

Description	Qty	Total
Interior Spray-On Liner As Follows: Includes All Surfaces In Each Compartment; Spray-On Coating Compt. Floors: Approximate. ½". And Pull Out Walk Ramp Dual Access Pull Out Walk Ramp, Aluminum 5052-H32, .100 Thick Color: Light Gray NO LINE-X IN DEAD ANIMAL COMPT Outer Doors: Louvered Double Paneled On Each Door Except Deceased Animal Compartment, And (4) Corner Lower Storage Compartments. Pneumatic Door Cylinders (H.D.) Interior Partitions: 304 Stainless Steel. Solid Panel No Perforations. Compartment Floors (all): 304 Stainless Steel. Outward 3 degree Slope From Center Of Body To Outside For Easy Cleaning. Dual Access Aluminum Slide out Ramp, Installed At Front	1	
	1	

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Accepted by: _____ Date: _____	ALL PRICES VALID FOR 30 DAYS	Subtotal
		Sales Tax (9.0%)
		Total



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Quote

Date	Quote #
3/18/2015	6780

Sold To:

Truck Order #

Ship To

National City	SRW	ATTN : Chris Cameon
	Customer Phone #	

Salesman MB Terms Net 10 FOB CTEC P.O. No.

Make - Model - Year	FORD F250	VIN #	
---------------------	-----------	-------	--

Truck Order #	SRW	Compartment depth	N/A
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Gas tank location - qty	MID	Bed width - Overall width	N/A	CA Distance	56"
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Description	Qty	Total
S/S & C/S Compts. (A) (37" high X 33" wide X 39-1/2" deep). Single Outer Doors With Inner Cage Door's, Swinging Center Partition Capable Of Opening And Locking From Both Sides; Outward Sloping Floor And (2) Shielded Dome Light's (1) Each Side With Integrated Ventilation. Compartment Shall Have (2) Leash Ring's (1) Each Side Off Center To The Right Of The Compartment. Inner Cage Door's Shall Have A Pole Access Cut Out Bellow Center Approximately. Inner Cage Door's Shall Attach To Outer Door's Magnetically, Magnet Shall Be Strong Enough To Hold Door's Open On Incline	1	
S/S & C/S Compts. (B) (33 1/2" high X 25 1/8" wide X 39-1/2" deep). Single Outer Door's With Inner Cage Door's, Solid Center Partition, And Outward Sloping Floor And (2) Shielded Dome Light's (1) Each Side With Integrated Ventilation. Inner Cage Door's Shall Have A Pole Access Cut Out Bellow Center Approximately. Inner Cage Door's Shall Attach To Outer Door's Magnetically, Magnet Shall Be Strong Enough To Hold Door's Open On Incline	1	
S/S & C/S Compt's (C) (33 1/2" high X 20 1/8" wide X 39-1/2" deep). Single Outer Door's With Inner Cage Door's, Solid Center Partition, Outward Sloping Floor And (2) Shielded Dome Light's (1) Each Side With Integrated Ventilation. Inner Cage Door's Shall Have A Pole Access Cut Out Bellow Center Approximately. Inner Cage Door's Shall Attach To Outer Door's Magnetically, Magnet Shall Be Strong Enough To Hold Door's Open On Incline. Inner Cage Door's To Be Aligned At Bottom To Inner Door's Of Compt's. (B) Gap At Top Shall Be Filled With A Through Storage Tray (Width x Height) Of Available Space . See Drawing.	1	

**Any and all warranty work will be done at CTEC
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Accepted by: _____ Date: _____	ALL PRICES VALID FOR 30 DAYS	Subtotal
		Sales Tax (9.0%)
		Total



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Quote

Date	Quote #
3/18/2015	6780

Sold To:

Truck Order #

Ship To

National City	SRW	ATTN : Chris Cameon
	Customer Phone #	

Salesman MB Terms Net 10 FOB CTEC P.O. No.

Make - Model - Year	FORD F250		VIN #	
Truck Order #	SRW	Compartment depth	N/A	
Gas tank location - qty	MID	Bed width - Overall width	N/A	CA Distance 56"

Description	Qty	Total
S/S & C/S Compt's (D) Lower Front Compt's, Dual Access Pull Out Ramp and Storage (18 1/2" high X 33" wide X 15" deep @ bottom) Ramp To Be line-X.	1	
S/S & C/S Compt's. (E) Lower Rear Storage Compt's. (14" high X 23 7/8" wide X 15" deep)	1	
Rear Upper Cat Cage Compt. (20 1/4" high X 79" wide X 23 7/8" deep) Single Outer Flip Up Door With Pneumatic Door Cylinders, Heavy Poundage, Compartment Shall Have (2) Side Access Door's (1) Each Side, And One (1) Shielded Dome Light.	1	
Rear Lower Compartment (20 1/4" high X 79" wide X 23 7/8" deep) Isolated For A Deceased Animal With A Single Drop-Down Door; Heavy-Duty Support Chains; One (1) Shielded Dome Light.	1	
LED Legal Light Package Recessed Bumper Painted White	1	
Class IV Receiver Hitch & Trailer connector 7 Prong	1	
Weight Certificate	1	

**Any and all warranty work will be done at CTEC
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Accepted by: _____ Date: _____	ALL PRICES VALID FOR 30 DAYS	Subtotal	\$29,115.00
		Sales Tax (9.0%)	\$2,395.35
		Total	\$31,510.35

TRUCKS

STANDARD AGREEMENT

PURCHASING AUTHORITY NUMBER		REGISTRATION NUMBER
		AGREEMENT NUMBER
		1-14-23-20E

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
 Department of General Services (hereafter called State)

CONTRACTOR'S NAME
 Wondries Fleet Group (hereafter called Contractor)

2. The term of this Agreement is: February 3, 2014 through February 2, 2016. The contract may be extended for one (1) additional one (1) year period or portion thereof upon mutual agreement between the Contractor and the State.

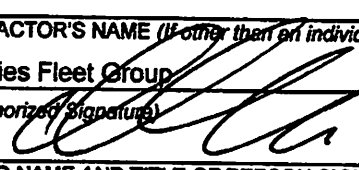
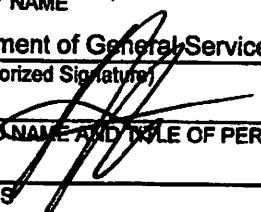
3. The maximum amount of this Agreement is: \$ 0.00 (No guarantee of contract expenditure)

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

- Attachment 1 - Administrative Requirements, Section 4 of the RFP DGS 1307-021
- Attachment 2 - Business and Technical Requirements, Section 5 of the RFP DGS 1307-021
- Attachment 3 - Contract Pricing Page
- General Provisions (GSPD-401 Non-IT Commodities, Revised and Effective 06/08/2010).
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

Bidder's entire proposal and the entire RFP DGS 1307-021 are hereby incorporated by reference and made a part of this contract. All purchase orders issued under this contract incorporates the terms and conditions set forth in this contract.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Wondries Fleet Group		
BY (Authorized Signature)	DATE SIGNED	
	2-3-14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Clarke Cooper, Fleet Manager		
ADDRESS		
400 S. Atlantic Blvd Alhambra, CA 91801		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of General Services, Procurement Division		
BY (Authorized Signature)	DATE SIGNED	
	2-3-14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
707 3 rd Street, West Sacramento, CA 95605		
		<input type="checkbox"/> Exempt per



Department of General Services
 Procurement Division
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
 ****MANDATORY****

CONTRACT NUMBER:	1-14-23-20 A through G, Supplement 5
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Downtown Ford Sales (1-14-23-20A) Elk Grove Auto Group (1-14-23-20B) Hanford Toyota (1-14-23-20C) Winner Chevrolet (1-14-23-20D) Wondries Fleet Group (1-14-23-20E) Riverview International (1-14-23-20F) Swift Superstore (1-14-23-20G)
CONTRACT TERM:	2/3/2014 through 2/2/2016
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Signature on File

Christina Nunez, Contract Administrator

Date: 4/27/15

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Mandatory) 1-14-23-20 A - G, Supplement 5
Contract Notification and User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
5	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Attachment A – Contract Pricing has been updated as follows: Line item # 42 – Ford F150 added in Rank 1; Ram 1500 moved to Rank 2 Line item # 7, 8/43, 10/45, 46 – Ford F150 added in Rank 2; Chevy Silverado moved to Rank 3 	4/27/2015
4	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Attachment A – Contract Pricing has been updated as follows: Line item # 33/68, 34/69, – Price increase on International Durastar in Rank 1 Line item #35/70 – Price increase on International Workstar in Rank 1 Line item #29/64 – Delete Internatinal Terrastar in Rank 3 	2/4/2015
3	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Attachment A – Contract Pricing has been updated as follows: Line item # 1, 2/37, 3/38, 4/39, 5/40, 6/41 – Delete Toyota Tacoma in Rank 1 Line item # 7/42, 8/43, 10/45, and 46 – Delete Ford F150 in Rank 1; Move RAM 1500 from Rank 2 to Rank1; Move Chevy Silverado from Rank 3 to Rank 2 (except on line 42) Line item # 9/44, 11, and 12/47 – Delete Ford F150 in Rank 2; Move Chevy Silverado from Rank 3 to Rank 2 	12/15/2014
2	<p>Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes:</p> <ul style="list-style-type: none"> • Attachment A – Contract Pricing has been updated as follows: Line item # 2, 3, 5, 6, 38, and 40 – Price Increase on Toyota Tacoma in Rank 1 Line item # 32/67 – Delete International DuraStar in Rank 2 	8/26/2014

Contract (Mandatory) 1-14-23-20 A - G, Supplement 5
Contract Notification and User Instructions

1	Subject contract for Fleet Vehicles – Trucks is here by modified to reflect the following changes: • Article 4 – Contract Administration and Article 9 – Ordering Procedure has been updated to reflect a change to Wondries Fleet Group's contact person.	5/22/2014
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Contract (Mandatory) 1-14-23-20 A - G, Supplement 5
Contract Notification and User Instructions

1. SCOPE

The State's contract provides current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-14-23-20 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for two (2) years with an option to extend the contract for one (1) additional year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments. State departments shall only purchase vehicles that are ranked #1 for each line item, with no exceptions. See Section 6 - Contract Items for ranking order details.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamannual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

Contract (Mandatory) 1-14-23-20 A - G, Supplement 5
Contract Notification and User Instructions

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

- C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at:
<http://www.dgs.ca.gov/dfs/NewsEvents/PriceBookAnnouncement.aspx> (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator: Christina Nunez
Address: DGS/Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Telephone: (916) 375-4482
Facsimile: (916) 375-4613
E-Mail: christina.nunez@dgs.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Ribaerbery) 1-14-23-20 A - G, Supplement B
Contract Notification and User Instructions

Contractor: Downtown Ford Sales 1-14-23-20A
Contact Name: Dave Forbes
Address: 825 N. 16th Street
 Sacramento, CA 95811
Telephone: (916) 442-8931
Fax/Email: (916) 481-3138
 dforbes@downtownford.com

Contractor: Elk Grove Auto Group 1-14-23-20B
Contact Name: Bill Kearney
Address: 8576 Laguna Grove Drive
 Elk Grove, CA 95757
Telephone: (916) 429-4700
Fax/Email: (916) 421-0749
 billk@elkgroveauto.com

Contractor: Hanford Toyota 1-14-23-20C
Contact Name: Paul Ireland
Address: 1836 Glendale Avenue
 Hanford, CA 93230
Telephone: (559) 707-6735
Fax/Email: (559) 881-4801
 paulireland1983@att.net

Contractor: Winmar Chevrolet 1-14-23-20D
Contact Name: Bill Kearney
Address: 8576 Laguna Grove Drive
 Elk Grove, CA 95757
Telephone: (916) 429-4700
Fax/Email: (916) 421-0749
 billk@winmarchev.com

Contractor: Wondries Fleet Group 1-14-23-20E
Contact Name: Yessica Contreras
Address: 1247 W. Main Street
 Alhambra, CA 91801
Telephone: (626) 457-6590
Fax/Email: (626) 457-6593
 yessica@wondries.com

Contractor: Brownlow International 1-14-23-20F
Contact Name: Jason Farrell
Address: 2445 Evergreen Avenue
 West Sacramento, CA 95691
Telephone: (916) 689-0263
Fax/Email: (916) 371-2023
 jasonf@brownlowintl.com

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Monday) 1-14-23-20 A - G, Supplement 5
Contract Notification and User Instructions

Contractor: Swift Superstore 1414-23-20G
Contact Name: Dan Hill
Address: 4378 China Road
Davis, CA 95618
Telephone: (530) 771-3821
Facsimile: (530) 757-5793
E-Mail: danh@swiftsuperstore.com

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractor's shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed **Supplier Performance Report** via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

a. CONTRACT TERMS

All pricing is based on Attachment A, Contract Pricing. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Bidding Order

Vehicles have been awarded by line item based on the highest score per line item. Line items may have multiple awards in a ranking order. Vehicles ranked #1 on a given line item received the highest score for that line item. Vehicles with the second highest score on a given line item are ranked #2, provided the vehicle is a different make and model, and so on. State departments shall only purchase vehicles that are ranked #1 for each line item. **NO EXCEPTIONS.** Local government agencies may purchase any vehicle in contract regardless of rank.

NOTE: Vehicles are categorized by rank on Attachment A, Contract Pricing. The bids located at the bottom of Attachment A, Contract Pricing spreadsheet identify the ranking categories.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at dealer cost plus up to ten percent for an add-on or dealer cost minus up to ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options deleted or deleted shall be shown as a separate line item on the purchase order, include, and contract usage report. Equipment changes which might be made would include but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick-up box (bed).

Contract (Mandatory) 1-14-23-20 A - G, Supplement 5
Contract Notification and User Instructions

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed on all light duty vehicles (e.g. V6 to V8; 4.8L to 5.3L).

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2626 dated 9/24/2013 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

Contract (Mandatory) 1-14-23-20 A - G, Supplement 5
Contract Notification and User Instructions

2) Office of Fleet and Asset Management Approval

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (<http://www.documents.dgs.ca.gov/ofa/handbook.pdf>).

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	Facsimile	Email	Contract #
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com	1-14-23-20A

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Contract (Mandatory) 1-14-23-20 A - G, Supplement 5
Contract Notification and User Instructions

Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-20B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 981-4601	patireland1962@yahoo.com	1-14-23-20C
Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-14-23-20D
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	(626) 457-5593	yesenia@wondries.com	1-14-23-20E
Riverview International 2445 Evergreen Ave. West Sacramento, CA 95691 Attn: Jason Farrell	(916) 371-2023	jasonf@riverview-trucks.com	1-14-23-20F
Swift Superstore 4318 Chiles Road Davis, CA 95618 Attn: Dan Heil	(559) 961-4601	danh@swiftindavis.com	1-14-23-20G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed

Contract (Mandatory) 1-14-23-20 A - G, Supplement 5
Contract Notification and User Instructions

for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB Point

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Unless, pre-arranged between the dealer and the ordering agency, vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Contract (Mandatory) 1-14-23-20 A - G, Supplement 5
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Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:

The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellana/GPnonIT060810.pdf>

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include either a \$200 or \$500 per vehicle discount for payment made within twenty (20) days. See Attachment A - Contract Pricing for discount amount. For this contract, cash

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discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford Sales	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Winner Chevrolet	100208309
Wondries Fleet Group	Ford 98037902 Toyota 17107585
Riverview International	101079519
Swift Superstore	97022608

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

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All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Powertrain warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor. Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

Repair Parts

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The Service Plan is not applicable to vehicles over 8,500 lb. GVWR. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;

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- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

24. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – Specification 2310-2626, dated 9/24/2013

Attachment C – Recycle Content Information

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Service Plan Contract Unit Price	Dealer	Contract #
	Full Size Pickup, 4x2, Extra Cab, Regular Box, 360 Horsepower, GASOLINE Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	Ford	X2A	\$21,186.00	N/A	Wondries Fleet Group	1-14-23-20E
	Full Size Pickup, 4x2, Crew Cab, Short Box, 360 Horsepower, GASOLINE Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	Ford	W2A	\$22,113.00	N/A	Wondries Fleet Group	1-14-23-20E
19	Full Size Pickup, 4x4, Regular Cab, Regular Box, 360 Horsepower, GASOLINE Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	Ford	F250	\$24,719.00	N/A	Downtown Ford Sales	1-14-23-20A
20	Full Size Pickup, 4x4, Extra Cab, Regular Box, 360 Horsepower, GASOLINE Fueled, 141 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	Ford	F250	\$23,476.00	N/A	Downtown Ford Sales	1-14-23-20A
21	Full Size Pickup, 4x4, Crew Cab, Short Box, 360 Horsepower, GASOLINE Fueled, 149 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	Ram	Ram 2500	\$24,360.00	N/A	Elk Grove Auto Group	1-14-23-20B
22	Full Size Pickup, 4x2, Regular Cab, Regular Box, CNG Fueled, 133 in. WB, 8500 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	Ford	F250	\$28,153.00	N/A	Downtown Ford Sales	1-14-23-20A
	Full Size Pickup, 4x2, Regular Cab, Regular Box, 360 lb.-ft. Torque, GASOLINE Fueled, 133 in. WB, 10100 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101507	Each	1	Ford	F3A	\$20,347.00	N/A	Wondries Fleet Group	1-14-23-20E
24	Truck, Cab & Chassis, 4x2, Regular Cab, 390 lb.-ft. Torque, GASOLINE Fueled, 60 in. CA, 10200 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	Ford	F350	\$21,532.00	N/A	Downtown Ford Sales	1-14-23-20A
	Truck, Cab & Chassis, 4x2, Regular Cab, 390 lb.-ft. Torque, GASOLINE Fueled, 60 in. CA, 15000 lb. GVWR, in accordance with Specification 2310-2626 Dated 9/24/13	Sacramento	25101600	Each	1	Ford	F4G	\$26,898.00	N/A	Wondries Fleet Group	1-14-23-20E

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE BID PROCESS PURSUANT TO NATIONAL CITY
MUNICIPAL CODE SECTIONS 2.60.220(D), 2.60.220(E), AND 2.60.260,
AND AWARDING THE PURCHASE OF ONE FULLY-OUTFITTED 2016
F-250 TRUCK FOR \$62,942.35 FROM WONDRIES FLEET GROUP
FORD TO BE USED AS AN ANIMAL CONTROL VEHICLE

WHEREAS, on February 17, 2015, the City council adopted Resolution No. 2015-14 ratifying the acceptance of the FY 2014 Supplemental Law Enforcement Services Fund (SLESF)/Citizens' Option for Public Safety (COPS) Program funds in the amount of \$100,000 for the purchase of a fully-equipped animal resource officer vehicle, firearms, rifle suppressors, digital cameras, and radar equipment; and

WHEREAS, the Police Department desires to purchase a 2016 Ford F-250 truck outfitted with a specialized truck bed body for the purpose of animal control work; and

WHEREAS, after a competitive bidding process, the State of California entered into an agreement with Wondries Fleet Group for the purchase of vehicles (California Department of General Services Agreement 1-14-23-20E with Wondries Fleet Group); and

WHEREAS, the purchasing agent has determined that the competitive bidding process used by the State is in substantial compliance with the City's procurement procedures; and

WHEREAS, the State's Agreement with Wondries does not address special outfitting of animal control vehicles, however, Wondries does subcontract with CTEC for the special vehicle outfitting, and waiving the formal bidding requirements for the outfitting of the vehicle is in the City's best interests; and

WHEREAS, Section 2.60.220(D) provides an exception to the formal bidding requirements if the City Council determines by best business judgment that due to special circumstances, it is in the City's best interest to purchase a commodity directly or enter into a contract without compliance with the bidding procedure; and

WHEREAS, due to the specialty nature of the work to be performed (specialized outfitting of animal control vehicles), the existing compatible relationship between Wondries and CTEC, and the fact that Wondries will complete inspection and certification after CTEC has outfitted the vehicle, it is in the City's best interest to waive the formal bidding requirements for the outfitting of the vehicle.

WHEREAS, Section 2.60.220(E) provides an exception to the formal bidding requirements if, due to the exigencies and availability of state and federal grants, immediate action is necessary to take advantage and allow receipt of those grants for procurement of equipment, materials or services, and compliance with the normal time limits established within this chapter would therefore be impossible or impracticable. In this case, the grant requires funds be encumbered by June 30, 2015. It is impracticable to comply with the formal bid process within this timeline.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the State of California's procurement procedures are in substantial compliance with the City's.

BE IT FURTHER RESOLVED that pursuant to Sections 2.60.220(D), 2.60.220(E), and 2.60.260 of the Municipal Code, the City Council hereby authorizes the waiver of the bidding process for the purchase of one 2016 Ford F-250 truck outfitted with a specialized truck bed body from Wondries Fleet Group in the amount of \$62,942.35 for the purpose of animal control work.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City initiating proceedings for the levy and collection of assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2015/16. (Planning)

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

MEETING DATE: [May 19, 2015]

AGENDA ITEM NO. []

ITEM TITLE:

Resolution of the City Council of the City of National City initiating proceedings for the levy and collection of assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2015/16. (Planning)

PREPARED BY: Raymond Pe, Principal Planner



DEPARTMENT: Planning Division

PHONE: 336-4421

APPROVED BY:



EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District. Each subsequent year, the City Council considers the adoption of several resolutions to allow the District to continue operating. District operations are funded through a special property tax levy on properties within the Mile of Cars, which are used to maintain the special themed landscape and hardscape for the District.

The accompanying resolution initiates proceedings for the District for Fiscal Year 2015/16. The Mile of Cars Association has approved the scope of work, the amount of levies, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$136,288.05 is a decrease of \$371.95 below the prior year total assessment of \$136,660.00. NBS, the City's consultant, is paid from the District's assessment funds. City administrative costs to process these items are also paid from the District's assessment funds.

FINANCIAL STATEMENT: Not applicable.

ACCOUNT NO.

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

This action is not subject to the California Environmental Quality Act since it is not a project as defined in the California Code of Regulations, Section 15378.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution to initiate proceedings.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION
OF ASSESSMENTS FOR THE LANDSCAPE MAINTENANCE
DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2015/16

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council of the City of National City, as follows:

1. Annual Report: The consultant has prepared and filed with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2015 and ending June 30, 2016.
2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving the Annual Report for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2015/16. (Planning)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City approving the Annual Report for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2015/16. (Planning)

PREPARED BY: Raymond Pe, Principal Planner

DEPARTMENT: Planning Division

PHONE: 336-4421

APPROVED BY:

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District. Each subsequent year, the City Council considers the adoption of several resolutions to allow the District to continue operating. District operations are funded through a special property tax levy on properties within the Mile of Cars, which are used to maintain the special themed landscape and hardscape for the District.

The accompanying resolution approves the Annual Report ("Engineer's Report"), which provides the basis for the proposed levies for the District for Fiscal Year 2015/16. The Mile of Cars Association has approved the scope of work, the amount of levies, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$136,288.05 is a decrease of \$371.95 below the prior year total assessment of \$136,660.00. NBS, the City's consultant, is paid from the District's assessment funds. City administrative costs to process these items are also paid from the District's assessment funds.

FINANCIAL STATEMENT: Not applicable.

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This action is not subject to the California Environmental Quality Act since it is not a project as defined in the California Code of Regulations, Section 15378.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution approving the annual report.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

Fiscal Year 2015/16 Engineer's Report (Annual Report)



**City of National City
Landscape Maintenance District
No. 1 (Mile of Cars)**

Engineer's Report

Fiscal Year 2015/16

Main Office

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 Fax: 951.296.1998

Regional Office

870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349 Fax: 415.391.8439

**CITY OF NATIONAL CITY
LANDSCAPE MAINTENANCE DISTRICT NO. 1
(MILE OF CARS)**

**1243 National City Boulevard
National City, CA 91950
Phone - (619) 336-4241
Fax - (619) 336-4239**

Ron Morrison, Mayor

Jerry Cano, Vice Mayor

Albert Mendivil, Councilmember

Mona Rios, Councilmember

Alejandra Sotelo-Solis, Councilmember

AGENCY STAFF

Leslie Deese, City Manager

Brad Raulston, Executive Director

Ray Pe, Principal Planner

DISTRICT STAFF

Leslie Larranaga-Britt, Executive Director

NBS

Pablo Perez, Project Director

Brian Thomas, Assessment Engineer

Brian Brown, Senior Consultant

Reena Arvizu, Financial Analyst

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of National City (the "City"), State of California, directed NBS Government Finance Group, DBA NBS ("NBS") to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "District") for Fiscal Year 2015/16. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

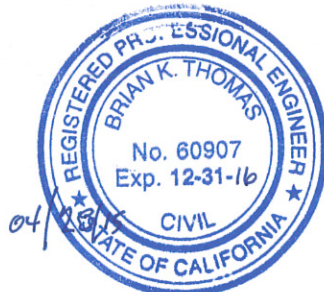
WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The proposed assessment is not proposed to increase by more than the 10% annual increase approved at formation of the District over the Fiscal Year 2014/15 maximum assessment.

NOW THEREFORE, only special benefits are assessed and any general benefits have been separated from the special benefits for purposes of this report. The following assessment is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

SUMMARY OF ASSESSMENT

District	Fiscal Year 2015/16 Actual Assessment
Landscape Maintenance District No. 1 (Mile of Cars)	\$136,288.05

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the assessments herein have been prepared and computed in accordance with the assessment methodology adopted and approved by the City Council at the time of district formation.



A handwritten signature in blue ink, appearing to read "Brian Thomas".

Brian Thomas, Assessment Engineer

2. OVERVIEW

2.1 Introduction

The City formed the District to provide maintenance services to benefit certain parcels in the City. The District was formed in 1995 and the levies are made pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code* (the “Act”).

The 2015/16 Engineer’s Report (the “Report”) describes the District and the annual assessment per parcel for Fiscal Year 2015/16 which is based on the historical and estimated costs to maintain the improvements and provide the services that benefit parcels within the District.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the San Diego County Assessor’s Office. The San Diego County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments at a noticed public hearing, and following review of the Report, the City Council may confirm the Report as submitted, and may order the levy and collection of assessments for Fiscal Year 2015/16. If approved, the assessment information shall be submitted to the County Auditor-Controller, and included on the property tax roll for each benefiting parcel for Fiscal Year 2015/16.

2.2 Description of the District Boundaries

The District’s improvements are generally located along National City Boulevard and bounded by 18th Street to the north and 33rd Street and State Route 54 (SR 54) to the south.

2.3 Description of Improvements

A general description of the improvements to be maintained under these proceedings is described as follows but shall not be limited to:

1. Median Improvements
 - Landscape planting and irrigation
 - Colored concrete hardscape
 - Lighting system
 - Graphic panels, banners and signage
 - Painted crosswalks
 - Identification sign at 23rd Street and McKinley Avenue

2. Frontage Improvements
 - Improvements to parkways on both sides of National City Boulevard between 18th Street and 33rd Street
 - Landscape planting and irrigation
 - Colored concrete sidewalks and mow curbs
 - Street furniture

2.4 Description of Maintenance

The maintenance of the improvements shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including but shall not be limited to:

1. General Plant Maintenance
 - Mowing, trimming, pruning and weeding
 - Watering, including water usage
 - Fertilizing
 - Plant replacement
 - Periodic skinning of palm trees
2. Maintenance of Irrigation System
 - Adjustment of timers
 - Repair/replacement of worn-out, stolen or malfunctioning equipment
3. Periodic restriping of decorative crosswalks
4. Periodic repainting of metal benches and trash receptacles
5. Periodic repainting and repair of light poles, graphic panels, signage and other miscellaneous equipment
6. Maintenance of electrical system
 - Bulb replacement
 - Repair/replacement of worn out or malfunctioning equipment
 - Electrical energy charges
7. Litter removal
8. Trash pick-up
9. Other repairs of damage caused by vandalism and/or traffic accidents

3. ESTIMATE OF COSTS

The cost of servicing, maintaining, repairing and replacing the improvements as described in the Description of Maintenance are summarized in the table below. Estimated expenditures are shown along with the incidental expenses to be funded by the District.

It is the intent of the District to establish a Reserve Fund for the District which shall not exceed the estimated costs of maintenance and servicing until December of each fiscal year, or whenever the District expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The following table summarizes the components that make up the Fiscal Year 2015/16 estimate of costs for the District:

Description	Median Improvements	Frontage Improvements	Total
<u>Maintenance Costs</u>			
1. Lawn planting care	\$0.00	\$41,371.29	\$41,371.29
2. Median planting care	20,556.06	0.00	20,556.06
3. Palm tree maintenance	4,095.00	4,095.00	8,190.00
4. Water usage	13,433.66	13,433.66	26,867.32
5. Refurbishment of graphic panels	13,000.00	0.00	13,000.00
6. General maintenance of electrical system/lights	3,046.11	0.00	3,046.11
7. Electrical usage	7,807.03	0.00	7,807.03
8. Refurbishment of decorative crosswalks	2,250.00	2,250.00	4,500.00
9. Reserves	<u>2,500.00</u>	<u>2,500.00</u>	<u>5,000.00</u>
Total Cost of Annual Maintenance:	\$66,687.86	\$63,649.95	\$130,337.81
<u>Incidental Expenses</u>			
A. Administration	\$3,000.00	\$3,000.00	\$6,000.00
B. Other Contractual Obligations(1)	3,600.00	3,600.00	7,200.00
C. Engineering	250.00	250.00	500.00
D. City Expenses	500.00	500.00	1,000.00
E. Consultant Fees	1,950.72	1,950.72	3,901.44
F. County Collection Fees	<u>2.30</u>	<u>2.30</u>	<u>4.60</u>
Total Incidentals:	\$9,303.02	\$9,303.02	\$18,606.04
Total Estimated Annual Cost:	\$75,990.88	\$72,952.97	\$148,943.85
(Less) General Benefit Contribution(2):	<u>(\$6,475.39)</u>	<u>(\$6,180.41)</u>	<u>(\$12,655.80)</u>
TOTAL ANNUAL ASSESSMENT FOR THE DISTRICT(3):	\$69,515.49	\$66,772.56	\$136,288.05

(1) Includes legal, accounting and advertising.

(2) General benefit contribution will be funded from other sources and is not being paid from annual assessments.

(3) Does not include any rounding adjustments.

4. ASSESSMENT DIAGRAM

The Assessment Diagram sets forth (a) the exterior boundaries of the District and (b) the lines of each lot or parcel of land within the District. The Assessment Diagram further identifies each lot or parcel by a distinctive number or letter. For a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's Map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. The following pages provide a copy of the Amended Assessment Diagram for the District.

AMENDED ASSESSMENT DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

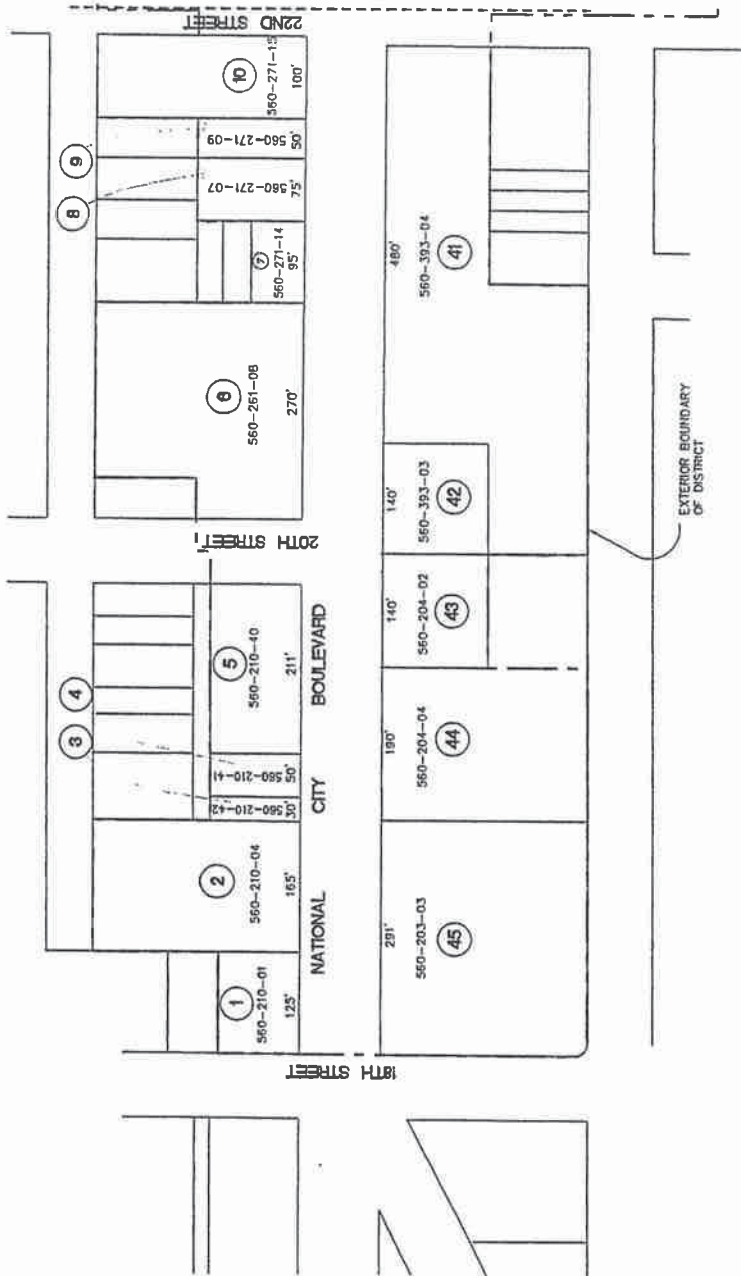
SUPERINTENDENT OF STREETS
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 1996; SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY ON THE _____ DAY OF _____, 1996. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 1996, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



NOTE: THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN FOR REFERENCE ONLY. REFER TO ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04

NASLAND ENGINEERING
CIVIL, ENVIRONMENTAL, SURVEYING & LAND PLANNING
4710 Redford Street, San Diego, California, 92111 • 619-282-7770

AMENDED ASSESSMENT DIAGRAM OF
 LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
 CITY OF NATIONAL CITY
 COUNTY OF SAN DIEGO
 STATE OF CALIFORNIA



NOTE: THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN HEREON TO THE NEAREST FOOT. THE ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

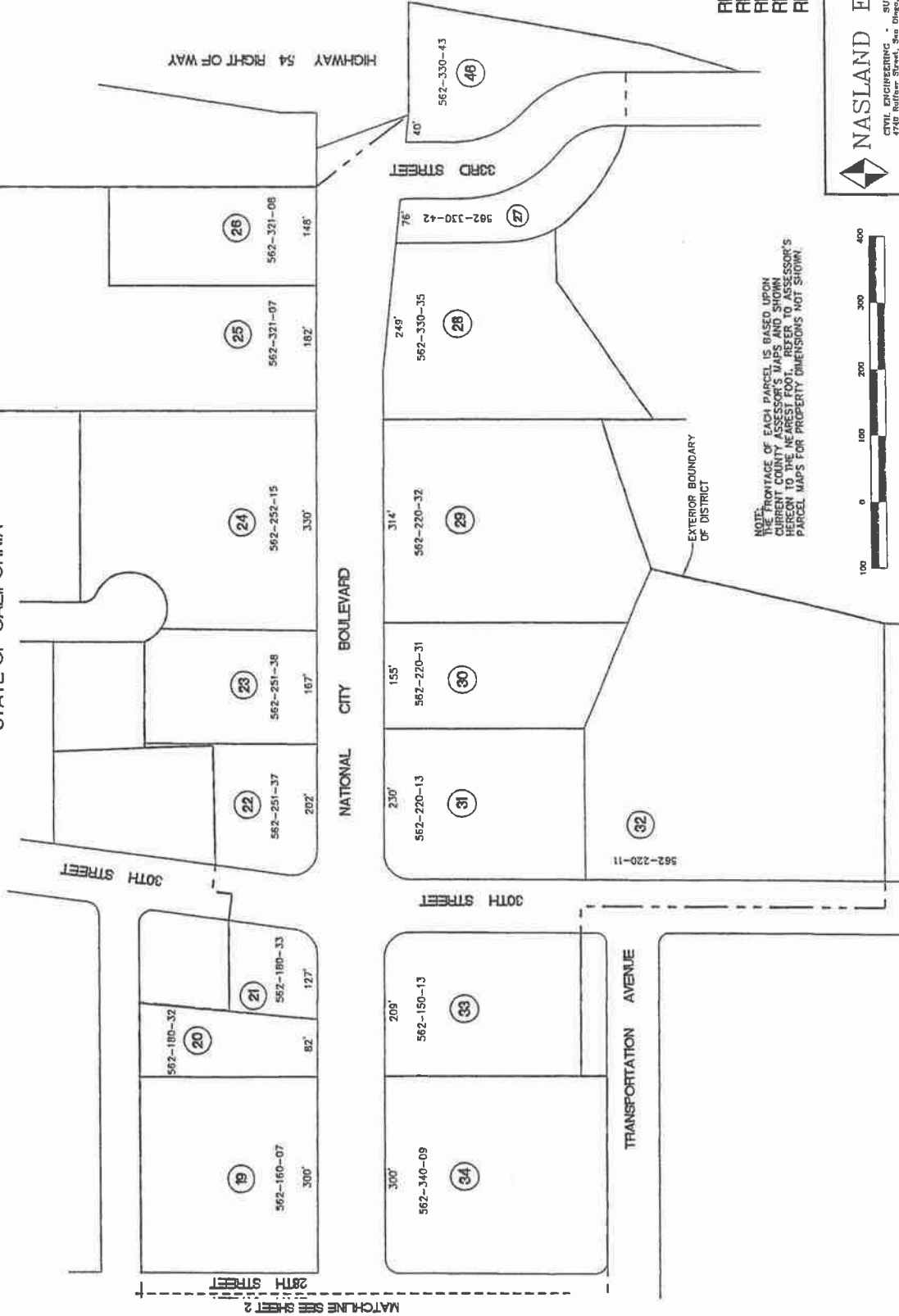
REVISED 8-1-96
 REVISED 6-11-97
 REVISED 6-19-02
 REVISED 6-09-03
 REVISED 5-26-04



NASLAND ENGINEERING
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING
 7740 Redwood Street, San Diego, California, 92111 • 619-582-2770

AMENDED ASSESSMENT DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04

NASLAND ENGINEERING
CIVIL ENGINEERING • SURVEYING • LAND PLANNING
4740 Rollins Street, San Diego, California, 92111 • 619-582-7700

NOTE: ORIGINAL SHEET
SIZE 18" x 26"

NOTE: JOB No. 105-148

5. ASSESSMENTS

The actual assessments for Fiscal Year 2015/16, apportioned to each parcel as shown on the latest equalized roll at the County Assessor's office, are listed and submitted as Section 5.2 of this Report. The description of each lot or parcel is part of the records of the County Assessor of the County of San Diego and such records are, by reference, made part of this Report.

5.1 Method of Apportionment

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the Act, must be based on the benefit that the properties receive from the improvements to be maintained. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation.

IDENTIFY THE BENEFIT

First, it is necessary to identify the benefit that the improvements to be maintained will render to the properties within the boundaries of the District. The improvements significantly improve the visual appearance of the streetscape, making the Mile of Cars a more enjoyable and desirable location for customers. The special signage and lighting provide a unifying theme, benefiting all of the properties within the District.

The District's improvements and services provide benefits to both those properties within the District boundaries and to the community. The benefit conferred to property within the District will be referred to as an "aesthetic benefit." The aesthetic benefit provided by the district improvements and services are supported by the City's General Plan (the "Plan") and the Citywide Goals and Policies regarding Land Use and Community Character for its districts. The Plan states a desire to, "have the community character integrated and to ensure that physical forms, patterns, and aesthetic features advance the City's desire for a higher quality of life." The aesthetic benefits provided by the improvements and services support the following City policies outlined in the Plan:

- Policy LU-5.3: Recognize the diverse needs of the City's business districts through the development of policies, design guidelines, and implementation measures specific to the unique requirements of each district.
- Policy LU-5.4: Allow for adaptive reuse of vacant car dealerships and the establishment of new compatible uses along the Mile of Cars.
- Policy LU-5.9: Encourage members of the business community to participate in implementing actions to improve business districts.
- Policy LU-5.10: Assist the business community in evaluating National City's marketing and development potential and in identifying development strategies that are beneficial to the public and private sectors.
- Policy LU-9.1: Design developments along mixed-use and "community corridors" for the comfort and enjoyment of pedestrians and bicyclists. This includes features such as street trees, placing buildings close to the street, de-emphasizing parking lots and garages, limited driveway cuts, traffic-calming features, clearly defined street crossings, adequate lighting, and street furnishings where appropriate.

- Policy LU-9.4: Encourage an overall high quality streetscape design, where feasible, that promotes narrow roadways, bike lanes; on-street parking, minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths, landscaped medians and parkways; street trees, planters, and wells; street lighting; street furniture; way finding; enhanced paving; public art; and other features that contribute to the desired character for National City, where appropriate.
- Policy LU-11.2: Identify gateways at major entrances to the City using such features as buildings, street trees, welcome signs, decorative lighting, archways, and other design techniques to announce the gateway.
- Policy LU-11.4: Recognize, maintain, and enhance the character and identity of residential neighborhoods and business districts.
- Policy LU-11.7: Encourage residential and businesses to clean and maintain their properties and public spaces to further a sense of ownership and community pride.
- Policy LU-11.8: Require the sensitive placement, screening, and/or treatment of utility meters, boxes, valves, vaults, switches, plumbing, wiring, fences, etc. to eliminate or minimize the aesthetic impact to the neighborhood.
- Policy LU-11.9: Encourage the improvement of existing signage to help promote a more attractive street scene in business districts.

The Plan states these policies are important because a positive community image and quality community design instills a sense of pride and well-being in the community. The aesthetic benefit attained as a result of the services and improvements provided by the District is detailed below.

Aesthetic Benefit

The aesthetic benefit relates to an improvement in the District's visual appearance as a result of the District improvements and services. The beautification of property within the District can best be described as the ability for the property within the District to develop and operate at the property's highest and best use. Properties within the District receive the following aesthetic benefits as a result of the District's improvements and services:

- Uniform and up to date streetscape and median and frontage improvements create cohesion throughout the District from 18th Street to SR 54. This District cohesion enhances the experience for all stakeholders.
- The improvements and services enhance the community identity of the Mile of Cars area, which will lead to a stronger and healthier street corridor. The image of the Mile of Cars area is improved by maintaining the median and frontage improvements.
- The District revitalizes and beautifies the Mile of Cars area. This revitalization encourages new business development and existing business retention and expansion which overall reduces vacancies and increases lease rates for property, more specifically, the auto dealerships located within the District.
- The streetscape improvements encourage an increase in activity throughout the District. The Mile of Cars area becomes more pedestrian-friendly, thus improving activity for residents and businesses alike.
- Upgraded median and frontage amenities provided by the District enhance the appearance, desirability, and experience of the properties directly fronting the improvements provided throughout the District.

The streetscape improvements add aesthetic value to property adjacent to the improvements, but the improvements also make the property appear more stable and prosperous. The aesthetic benefit received by properties within the District assists each property in developing and operating at its highest and best use.

Separation of General Benefit

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must then “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 2 of this Report, will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

The District provides aesthetic benefits to the properties within the District. However, it is recognized that the District also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular and pedestrian traffic from property within and outside of the District, as well as individuals passing through the Mile of Cars area will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify the general benefits created as a result of the District improvements and services.

Quantification of General Benefit

As previously mentioned, general benefit is an overall and similar benefit to the public at large resulting from the improvements and services which are funded by the assessment revenue. The District improvements and maintenance services will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

General benefits accrue to individuals “walking through” the District and to vehicles “passing through” the District. Individuals walking through the District are typically people who live in close proximity and whose origin or destination neither begins with nor ends at a parcel within the District. Any walking that begins with or ends at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District.

Vehicles passing through the District are those vehicles whose origin or destination neither begins with nor ends at a parcel within the District. Any vehicle trips that begin with or end at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District. For the purposes of this analysis, it was determined that the general benefit quantification should be focused on vehicle trips passing through the District because National City Boulevard is a major thoroughfare which connects and provides access to SR 54.

To quantify and separate the amount of general benefit received by the general population as a result of the improvements and services provided by the assessment revenue, it has been determined that general benefits accrue mainly to vehicles “passing through” the District. Meaning, any vehicle using the City’s streets that lie within the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the proposed improvements and services. Accordingly, the separation of general benefits from special benefits will be measured by that estimated portion of vehicle trips “passing through” the District.

In order to determine the estimated portion of the vehicle trips “passing through” the District, trip generation data was collected for each parcel within the boundaries of the District using San Diego County assigned land use codes and property characteristics. Each land use code was categorized and located in the *ITE Trip Generation Manuals – 2nd Edition*. Using the property characteristics and data gathered from the *ITE Trip Generation Manuals*, the estimated amount of Average Daily Trips

(ADT) was calculated for each parcel within the boundaries of the District. The ADT were then added together for each parcel residing within the boundaries of the District to arrive at a total amount of vehicle trips generated by the District which equaled 13,385 ADT.

The total average vehicle trips were then compared to the average vehicle trip generation data detailed in the *City of National City Comprehensive Land Use Update (Transportation and Circulation)* for the streets running through the District which equaled 14,825 ADT. The comparison concluded that 90.29% of all vehicle trips passing through the District were coming or going to a parcel within the boundaries of the District, hence 90.29% of all vehicle trips passing through the District are designated as benefiting from the special benefits provided by the District. As a result, 9.71% of all vehicle trips passing through the District are general in nature and hence, do not receive any special benefit from the District.

Therefore, 9.71% of the benefits of the services are considered general benefit. Accordingly, 90.29% of the benefit from the improvements and services are considered to provide special benefit to the properties within the District and thus are subject to the assessment.

APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, an in-depth analysis was made and several factors are being used in the final method and spread of assessment.

All of the improvements are intended to be of direct benefit to properties within the District. These improvements require significantly more maintenance than normally provided by the City. It is therefore appropriate that the properties receiving the benefit be assessed for the additional cost.

Lineal frontage was assigned as the assessment variable by the assessment engineer because all of the special aesthetic benefits received by properties within the District from the improvements and services provided, using revenues from the annual assessment levy, can be quantified best by identifying the lineal frontage of the property along National City Boulevard. Lineal frontage is a tangible property characteristic that clearly ties the aesthetic benefits received by parcels within the District based upon the amount of frontage of each property, which is where the aesthetic benefit is to be received and realized.

The improvements and maintenance services being provided to and enjoyed by the parcels within the District provide an aesthetic benefit not provided to any parcels outside of the District boundaries. The annual assessment is based upon a parcel's lineal frontage unless otherwise identified by the original assessment engineer, as previously approved by property owners at the formation of the District.

There are generally two categories of improvements to be maintained by the District – the median improvements and the frontage improvements. The median improvements benefit all properties within the District. The improvements to the parkway (referred to herein as Frontage Improvements) benefit those properties which they abut. The specific method of spreading the assessment is described below:

Median Improvements

1. The total cost for maintenance of the Median Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard, but receives some benefit from median improvements and maintenance services benefiting properties within the boundaries of the District. As a result, the original assessment engineer determined that the

parcel received a lower level of benefit and therefore assigned 100 frontage feet of benefit to the parcel.

Frontage Improvements

3. The total cost for maintenance of the Frontage Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
4. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard. As such, Parcel 32 receives no benefit from the frontage improvements.
5. The frontage of each parcel is determined from current assessor’s maps for the County of San Diego, State of California. All frontage dimensions have been rounded to the nearest foot.

MAXIMUM ANNUAL ASSESSMENT RATES

The annual assessment to be levied on all properties within the District in any fiscal year shall be subject to an annual escalation of up to 10% based upon actual and anticipated expenditures.

The annual assessment shall not exceed the maximum assessment, unless the appropriate Proposition 218 proceedings are conducted by the City to authorize an increase beyond the maximum assessment amount. The actual combined annual assessment rate for Fiscal Year 2015/16 is \$15.11.

Fiscal Year	Percentage Increase	Maximum Frontage Rate Per Frontage Foot	Maximum Median Rate Per Frontage Foot	Total Maximum Rate Per Frontage Foot (1)
1996/97	N/A	\$3.29	\$6.43	\$9.72
1997/98	10%	3.62	7.07	10.69
1998/99	10%	3.98	7.78	11.76
1999/00	10%	4.38	8.56	12.94
2000/01	10%	4.82	9.41	14.23
2001/02	10%	5.30	10.35	15.66
2002/03	10%	5.83	11.39	17.22
2003/04	10%	6.41	12.53	18.95
2004/05	10%	7.05	13.78	20.84
2005/06	10%	7.76	15.16	22.93
2006/07	10%	8.54	16.68	25.22
2007/08	10%	9.39	18.35	27.74
2008/09	10%	10.33	20.18	30.52
2009/10	10%	11.36	22.20	33.57
2010/11	10%	12.50	24.42	36.93
2011/12	10%	13.75	26.86	40.62
2012/13	10%	15.12	29.55	44.68
2013/14	10%	16.64	32.51	49.15
2014/15	10%	18.30	35.76	54.07
2015/16	10%	20.13	39.33	59.46

(1) Rates are truncated. Allow for minor rounding error.

5.2 Assessment Roll

The proposed Fiscal Year 2015/16 District assessment roll is listed on the following page.

City of National City
Landscape Maintenance District No. 1 (Mile of Cars)
Assessment Roll
Fiscal Year 2015/16

APN	Owner	Frontage (Feet)	Levy	Misc Adjs	Total
560-203-03-00	FUENTES FRANK SEPARATE PROPERTY TRUST 08-13-96	291	\$4,398.96	\$0.00	\$4,398.96
560-204-02-00	CAPPS DIANE L & BALL 1998 TRUST	140	2,116.34	0.00	2,116.34
560-204-04-00	BALL JOHN D II	190	2,872.17	(0.01)	2,872.16
560-210-01-00	HATTON RONNIE & HATTON PAM	125	1,889.59	(0.01)	1,889.58
560-210-04-00	LTC PROPERTIES L L C	165	2,494.26	0.00	2,494.26
560-210-40-00	CAPPS DIANE L & BALL 1998 TRUST	211	3,189.62	0.00	3,189.62
560-210-41-00	CAPPS DIANE L & BALL 1998 TRUST	50	755.83	(0.01)	755.82
560-210-42-00	LTC PROPERTIES L L C	30	453.50	0.00	453.50
560-261-08-00	CAPPS DIANE L & BALL 1998 TRUST	270	4,081.51	(0.01)	4,081.50
560-271-07-00	CAPPS DIANE L & BALL 1998 TRUST	75	1,133.75	(0.01)	1,133.74
560-271-09-00	BALL AUTOMOTIVE GROUP	50	755.83	(0.01)	755.82
560-271-14-00	CAPPS DIANE L & BALL 1998 TRUST	95	1,436.09	(0.01)	1,436.08
560-271-15-00	CAPPS DIANE L & BALL 1998 TRUST	100	1,511.67	(0.01)	1,511.66
560-330-03-00	S K R B L P	591	8,933.97	(0.01)	8,933.96
560-393-03-00	PNJ PROPERTIES L L C	140	2,116.34	0.00	2,116.34
560-393-04-00	FALK PROPERTIES N C L L C	480	7,256.01	(0.01)	7,256.00
562-021-01-00	POLAKOFF GARY & DIANE 2401 TRUST	100	1,511.67	(0.01)	1,511.66
562-021-07-00	DIAZ LUIS J & MARIA G 2004 FAMILY TRUST 01-28-04	160	2,418.67	(0.01)	2,418.66
562-031-13-00	BALL JOHN II	110	1,662.84	0.00	1,662.84
562-031-14-00	BALL JOHN II	160	2,418.67	(0.01)	2,418.66
562-090-06-00	WEBSTER GEORGE H SECOND LIVING TRUST 10-10-00	270	4,081.51	(0.01)	4,081.50
562-100-13-00	BALL JOHN D II	135	2,040.75	(0.01)	2,040.74
562-100-14-00	WEBSTER GEORGE H SECOND LIVING TRUST 10-10-00	135	2,040.75	(0.01)	2,040.74
562-150-13-00	GEN 3 PROPERTIES ONE L L C	209	3,159.39	(0.01)	3,159.38
562-160-07-00	GEN3 PROPERTIES TWO LLC	300	4,535.01	(0.01)	4,535.00
562-180-32-00	GEN3 PROPERTIES TWO LLC	82	1,239.57	(0.01)	1,239.56
562-180-33-00	GEN3 PROPERTIES THREE LLC	127	1,919.82	0.00	1,919.82
562-220-11-00	HARRISON RESIDUAL TRUST & VAUGHN FAMILY LIVING TRUST 02-06-13	100	766.86	0.00	766.86
562-220-13-00	MCCUNE MOTORS <LF> MCCREDIE TOD C TRUST 03-28-96	230	3,476.84	0.00	3,476.84
562-220-31-00	MCCUNE MOTORS <LF> MCCREDIE TOD C TRUST 03-28-96	155	2,343.09	(0.01)	2,343.08
562-220-32-00	FRANK REAL PROPERTIES II LP	314	4,746.64	0.00	4,746.64
562-251-37-00	C V VENTURES L L C	202	3,053.57	(0.01)	3,053.56
562-251-38-00	C V VENTURES L L C	167	2,524.49	(0.01)	2,524.48
562-252-16-00	ERM FAMILY TRUST 11-19-91 & ERM RUDOLPH F JR	330	4,988.51	(0.01)	4,988.50
562-321-07-00	S O C PROPERTIES L L C	182	2,751.24	0.00	2,751.24
562-321-08-00	CITY OF NATIONAL CITY COMMUNITY DEVELOPMENT COMMISSION	148	2,237.27	(0.01)	2,237.26
562-330-35-00	MOYNAHAN THOMAS W JR & DARLENE D TRS	249	3,764.06	0.00	3,764.06
562-330-42-00	MOYNAHAN THOMAS W JR & DARLENE D TRS	76	1,148.87	(0.01)	1,148.86
562-330-43-00	54/NATIONAL SELF STORAGE L L C	40	604.67	(0.01)	604.66
562-340-09-00	WESTCOTT REVOCABLE TRUST 10-28-14 & PARADISE DEBRA J	300	4,535.01	(0.01)	4,535.00
562-340-47-00	MOSSY IMPORTS L L C	164	2,479.14	0.00	2,479.14
562-340-48-00	MOSSY IMPORTS L L C	436	6,590.88	0.00	6,590.88
562-340-49-00	ESCONDIDO DEVELOPMENT PROPERTIES L L C	291	4,398.96	0.00	4,398.96
562-340-50-00	PERRY MOTORS/PROPERTIES OF NATIONAL CITY L L C	300	4,535.01	(0.01)	4,535.00
562-340-69-00	FELICE REAL PROPERTIES I L P	290	4,383.84	0.00	4,383.84
562-340-70-00	FELICE REAL PROPERTIES I L P	300	4,535.01	(0.01)	4,535.00
46 Accounts			\$136,288.05	(\$0.29)	\$136,287.76

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE ANNUAL REPORT FOR
THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
FOR FISCAL YEAR 2015/16

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City’s Landscape Maintenance District No. 1 (Mile of Cars) (the “Assessment District”); and

WHEREAS, the City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report; and

WHEREAS, such Annual Report has been prepared and filed with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the Annual Report concerning the levy of assessments for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City declaring its intention to conduct a Public Hearing on June 2, 2015 and to levy and collect assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2015/16. (Planning)

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

MEETING DATE: | May 19, 2015 |

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City declaring its intention to conduct a public hearing on June 2, 2015 and to levy and collect assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2015/16. (Planning)

PREPARED BY: Raymond Pe, Principal Planner 

DEPARTMENT: Advance Planning

PHONE: | 336-4421 |

APPROVED BY: 

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District. Each subsequent year, the City Council considers the adoption of several resolutions to allow the District to continue operating. District operations are funded through a special property tax levy on properties within the Mile of Cars, which are used to maintain the special themed landscape and hardscape for the District.

The accompanying resolution declares the City's intention to levy and collect the assessments on behalf of the District for Fiscal Year 2015/16. The Mile of Cars Association has approved the scope of work, the amount of levies, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$136,288.05 is a decrease of \$371.95 below the prior year total assessment of \$136,660.00. NBS, the City's consultant, is paid from the District's assessment funds. City administrative costs to process these items are also paid from the District's assessment funds.

FINANCIAL STATEMENT: Not applicable.

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This action is not subject to the California Environmental Quality Act since it is not a project as defined in the California Code of Regulations, Section 15378.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution declaring intent to conduct a public hearing and to levy and collect assessments.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING
ON JUNE 2, 2015, AND TO LEVY AND COLLECT ASSESSMENTS
FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1
(MILE OF CARS) FOR FISCAL YEAR 2015/16

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the City Council, as follows:

1. Intention: The Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2015 and ending June 30, 2016. The Council finds that the public's best interest requires such action.

2. Improvements: The Improvements include, but are not limited to: landscape planting and irrigation, colored hardscape, lighting systems, graphic panels, banners and signage, painted crosswalks, and street furniture. Services provided include all necessary service, operations, administration, and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.

3. Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.

4. Annual Report: Reference is made to the Annual Report on file with the Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

5. Notice of Public Hearing: The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on Tuesday, June 2, 2015 at 6:00 p.m., or as soon thereafter as is feasible in the Council Chambers located at 1243 National City Blvd, National City, CA 91950. The Council further orders the Clerk to publish notice of this Resolution in accordance with Section 22626 of the Act.

6. Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

[Signature Page to Follow]

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 524 “J” Avenue (TSC 2015-03) (Engineering/Public Works)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 524 "J" Avenue (TSC 2015-03)

PREPARED BY: Kenneth Fernandez, P.E. 

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4388

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution to install a blue curb handicap parking space with signage in front of 524 "J" Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on March 18, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the residence at 524 "J" Avenue.

ATTACHMENTS:

1. Explanation
2. Staff Report to the Traffic Safety Committee on March 18, 2015 (TSC 2015-03)
3. Resolution

EXPLANATION

Ms. Jerika Daleo, resident of 524 "J" Avenue, has requested a blue curb handicap parking space in front of her residence due to physical limitations. The residence is located on the west side of "J" Avenue between E. 5th Street and E. 6th Street. Ms. Daleo possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have a driveway or garage to accommodate disabled parking. There is approximately 50 feet of existing unrestricted parallel parking in front of 520 "J" Avenue.

Currently, there are three existing on-street handicap parking spaces provided in the immediate vicinity of 524 "J" Avenue: 1) 437 "J" Avenue, 2) 905 E. 5th Street, and 3) 917 E. 6th Street. Per the City Council Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space in front of 524 "J" Avenue) would not exceed 3% of the total number of available on-street parking spaces in the area, Ms. Daleo's request is eligible for further consideration.

The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

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

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 524 "J" Avenue.

On March 18, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the residence at 524 "J" Avenue. Ms. Daleo was present at the meeting and spoke in favor of the item. There was no public opposition to the item. Ms. Daleo was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may legally park in on-street handicap spaces for up to 72 hours.

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

**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR MARCH 18, 2015**

ITEM NO. 2015-03

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB HANDICAP PARKING SPACE WITH SIGNAGE IN FRONT OF 524 "J" AVENUE (BY J. DALEO)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Ms. Jerika Daleo, resident of 524 J Avenue, has requested a blue curb handicap parking space in front of her residence due to physical limitations. The residence is located on the west side of J Avenue between E 5th Street and E 6th Street. Ms. Daleo possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. Ms. Daleo has declared to Staff that there is back alley access to her residence. However, Staff has observed that the gated area is also not accessible for a disabled person. There is approximately 50 feet of existing unrestricted parallel parking in front of said property between the northerly adjacent driveway apron at 520 J Avenue and the southerly fence line shared with 536 J Avenue.

Currently, there are three existing on-street handicap parking spaces provided in the immediate vicinity of the area: 1) 437 J Avenue, 2) 905 E 5th Street, and 3) 917 E 6th Street. Per the City Council Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space in front of 524 J Avenue) would not exceed 3% of the total number of available on-street parking spaces in the area, Ms. Daleo's request is eligible for further consideration.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

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

Based on the site evaluation, staff has determined that accessible parking is not available on the property.

As a result, per the City Council Disabled Persons Parking Policy, Ms. Daleo's request is eligible for further consideration.

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

STAFF RECOMMENDATION:

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 524 J Avenue.

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos
4. Disabled Persons Parking Policy

2015-03

RECEIVED
ENGINEERING DEPT.

01/26/2015

Jerika C. Daleo
524 J Avenue
National City, CA 91950
(619) 405-9754

2015 JAN 26 P 4: 15

Dear Engineering Department of the City of National City:
I am retiring in 5 weeks from the State of California and am scheduled for a Retirement Appointment on 01/31/15. I am on Social Security Disability Retirement and have 3 Worker's Compensation claims. I can furnish you any doctor's notes that you need.

[REDACTED]

I need to park my car in front of my house to unload groceries, clothes, etc. I have a non-repairable iron fence behind my house. At least 6 (if not more) households on my block have a range of 4 to 6 vehicles a piece. I have to drag

my groceries, etc. from the corner or around the corner of the block just to get them into my house.

I have lived in National City for nearly 30 years, this is where I will live for the rest of my life. I don't have a driveway or garage, either. JCD

I am requesting you to please paint one car length curb in front of my house BLUE, so I can park in front of my house.

Thank you so very much for helping me!

Sincerely Yours,

Jerika C. Daleo

(619) 405-9754

JCD (P. S. My elderly parents are both disabled and when they come to my house, they have to park nearly one block away to visit me. They can barely walk.)

JCD Thank you all very much!

REMOVE FROM MIRROR BEFORE DRIVING VEHICLE

CALIFORNIA



WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200.

PARKING PLACARD



DISABLED PERSON

EXPIRES JUNE 30

2015

H 613458

PURCHASE OF FUEL (Business & Professions Code 13660)
State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty.

Location Map





**Location of Proposed Blue Curb and Signage at 524 "J" Avenue
(looking southwest)**



**Location of Proposed Blue Curb and Signage at 524 "J" Avenue
(looking west)**

DISABLED PERSONS PARKING POLICY

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

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

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

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

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

General Requirements

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

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

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

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

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

Special Hardship Cases

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

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

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

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

Jha:p

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF A BLUE CURB HANDICAP PARKING
SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 524 "J" AVENUE

WHEREAS, a resident with a valid Disabled Person Placard from the State of California Department of Motor Vehicles, has requested the installation of a blue curb handicap parking space in front of her home at 524 "J" Avenue due to physical limitations; and

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

WHEREAS, at its March 18, 2015 meeting, the Traffic Safety Committee approved staff's recommendation to install a blue curb handicap parking space with signage in front of the home at 524 "J" Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Engineer to approve the installation of a blue curb handicap parking space with a sign in front of the residence at 524 "J" Avenue.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the business at 524 Highland Avenue (TSC 2015-04) (Engineering/Public Works)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the business at 524 Highland Avenue (TSC 2015-04)

PREPARED BY: Kenneth Fernandez, P.E. 

PHONE: 619-336-4388

DEPARTMENT: Engineering and Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution to install a blue curb handicap parking space with signage in front of 524 Highland Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on March 18, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the business at 524 Highland Avenue.

ATTACHMENTS:

1. Explanation
2. Staff Report to the Traffic Safety Committee on March 18, 2015 (TSC 2015-04)
3. Resolution

EXPLANATION

Mr. Jesus Loya, business owner of Pepita's Café located at 524 Highland Avenue, has requested a blue curb handicap parking space in front of his business to better accommodate one of his disabled employees and disabled patrons that regularly dine at his establishment. The business is located on the west side of Highland Avenue between E. 5th Street and E. 6th Street.

Staff visited the site and confirmed that the aforementioned business does not have parking available on the property. Currently, there are no existing on-street handicap parking spaces provided in the immediate vicinity.

There is approximately 40 feet of existing 2-hour time-restricted parallel parking in front of the business, an additional 60 feet of existing 2-hour time-restricted parallel parking immediately north of the business, and 40 feet of existing 30-minute time-restricted, "green curb" parallel parking immediately south of the business.

The City Council Disabled Persons Parking Policy requirements for "Special Hardship" cases are as follows:

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

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the business at 524 Highland Avenue.

On March 18, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the business at 524 Highland Avenue. Mr. Loya's family was present at the meeting and spoke in support of the item. There was no public opposition to the item. Mr. Loya was informed that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may legally park in on-street handicap spaces for up to 72 hours.

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

NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR MARCH 18, 2015

ITEM NO. 2015-04

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB HANDICAP PARKING SPACE WITH SIGNAGE IN FRONT OF 524 HIGHLAND AVENUE (BY J. LOYA)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Jesus Loya, business owner of Pepita's Café located at 524 Highland Avenue, has requested a blue curb handicap parking space in front of his business due to an employee's physical limitations and on behalf of disabled patrons regularly dining at his establishment. The business is located on the west side of Highland Avenue between E 5th Street and E 6th Street. Mr. Loya's disabled daughter is also an employee of the restaurant. According to Mr. Loya, she possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned business does not have an accessible driveway or parking lot to accommodate a vehicle with a disabled driver or passenger. There is approximately 40 feet of existing 2-hour restricted parallel parking in front of said property between the northerly neighboring business at 520 Highland Avenue and the southerly neighboring business at 560 Highland Avenue.

Currently, there is approximately 40 feet of existing on-street 30-minute time restricted parking (green curb) parking spaces in front of 560 Highland Avenue.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

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

Based on the site evaluation, staff has determined that accessible parking is not available on the property.

Per the City Council Disabled Persons Parking Policy, Mr. Loya's request is eligible for further consideration.

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

STAFF RECOMMENDATION:

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 524 Highland Avenue.

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos
4. Disabled Persons Parking Policy

2015-04

To the National City Traffic Engineer,

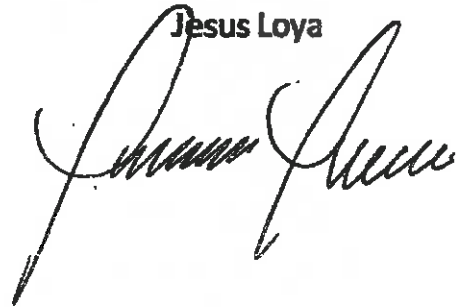
My name is Jesus Loya, I am the owner of Pepitas Cafe located at 524 Highland Avenue. I am writing to you to respectfully request a handicap parking space be place in front of my business. One of the reasons for my request is for the fact that my daughter, Alejandra Loya 21, was born with [REDACTED] and has difficulty walking. Moreover, now that she has her drivers permit it has come to my attention that when she comes to my establishment there is hardly any parking near my business and has to park several blocks away. She comes on a daily basis and works with me on running the family business. Also, the second reason is that most of my customers are senior citizens and they too have to park several blocks away. Some do not even come to my business because they have trouble finding parking nearby and would rather avoid the trouble of doing so. I know that this handicap parking space would be beneficial to me and the surrounding businesses. Thank You.

RECEIVED
ENGINEERING DEPT.

2015 FEB -4 A 10:08

Sincerely,

Jesus Loya



Pepita's Café

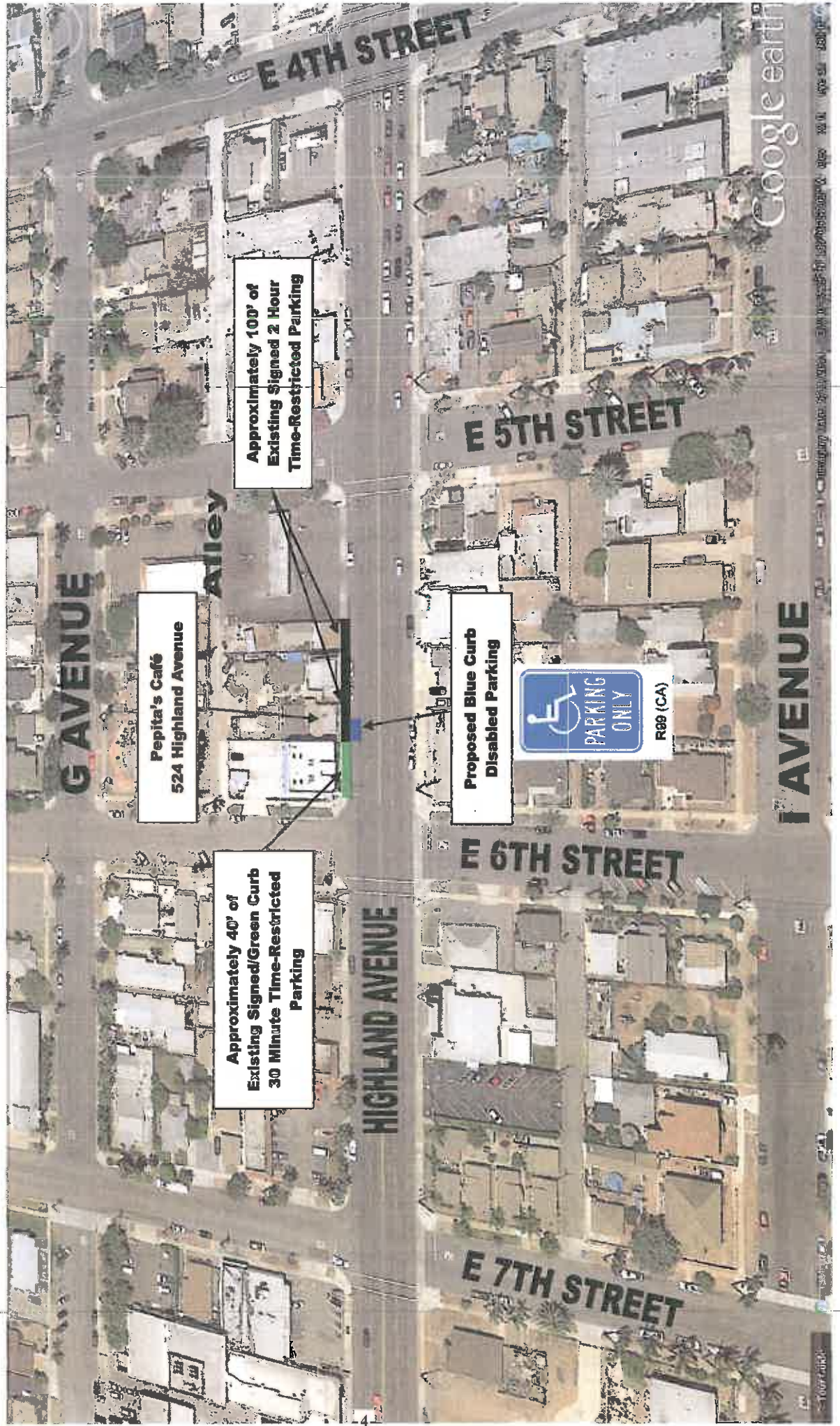
PROPIETARIOS

Jesus y Cecilia

524 Highland Ave.
National City, CA 91950

(619) 735-4826

Location Map





**Location of Proposed Blue Curb and Signage at 524 Highland Avenue
(looking southwest)**



**Location of Proposed Blue Curb and Signage at 524 Highland Avenue
(looking west)**

DISABLED PERSONS PARKING POLICY

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

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

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

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

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

General Requirements

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

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

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

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

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

Special Hardship Cases

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

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

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

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

Jha:p

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF A BLUE CURB HANDICAP PARKING
SPACE WITH SIGNAGE IN FRONT OF THE BUSINESS AT 524 HIGHLAND AVENUE

WHEREAS, the business owner of Pepita's Café, located at 524 Highland Avenue on the west side of Highland Avenue between East 5th Street and East 6th Street, has requested a blue curb handicap parking space in front of the business to better accommodate a disabled employee, in addition to disabled patrons who regularly dine at the establishment; and

WHEREAS, after conducting an inspection and review, staff determined that all conditions have been met for the property to qualify for a blue curb handicap parking space, and recommend installation of a blue curb handicap parking space with signage in front of the business located at 524 Highland Avenue; and

WHEREAS, the Traffic Safety Committee approved staff's recommendation at its March 18, 2015 meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Engineer to approve the installation of a blue curb handicap parking space with signage in front of the business located at 524 Highland Avenue.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the acceptance of the lowest, responsive, responsible bid, for the purchase of (1) unmarked 2015 Ford Taurus SEL AWD, for the Police Department from Mossy Ford of San Diego, in the am

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the acceptance of the lowest, responsive, responsible bid, for the purchase of (1) unmarked 2015 Ford Taurus SEL AWD, for the Police department from Mossy Ford of San Diego, in the amount of \$30,365.25.

PREPARED BY: Debbie Lunt

DEPARTMENT: Finance

PHONE: 336-4582

APPROVED BY: 

EXPLANATION:

Request for Bid #GS1415-1 was issued for the purchase of one (1) 2015 Ford Taurus SEL AWD, or equal. Bids were mailed to thirteen (13) vendors, netting four (4) responses. Bids were opened and publicly read on April 28, 2015, with no vendors present for the opening. The vehicle is an unmarked unit for the Police department.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

131-411-000-511-0000 - \$30,365.25 (Asset Forfeiture)

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution, accepting the bid and authorizing the purchase.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Bid Abstract

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE LOWEST, RESPONSIVE, RESPONSIBLE BID
FOR THE PURCHASE OF ONE 2015 FORD TAURUS SEL AWD
FOR THE POLICE DEPARTMENT FROM MOSSY FORD
OF SAN DIEGO IN THE AMOUNT OF \$30,365.25

WHEREAS, Bid No. GS1415-1 was issued for the purchase of one 2015 Ford Taurus SEL AWD to be used as an unmarked vehicle for the Police Department; and

WHEREAS, on April 28, 2015, four bids were publicly opened and publicly read with no vendors present.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the purchase of one 2015 Ford Taurus SEL AWD to the lowest responsive bidder, to wit:

MOSSY FORD OF SAN DIEGO

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the purchase of one 2015 Ford Taurus SEL AWD from Mossy Ford of San Diego in the amount of \$30,365.25 to be used as an unmarked vehicle for the Police Department.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Warrant Register #41 for the period of 04/01/15 through 04/07/15 in the amount of \$845,552.38 (Finance)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #41 for the period of 04/01/15 through 04/07/15 in the amount of \$845,552.38 (Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: Mark Roberts

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 04/01/15 through 04/07/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
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FINANCIAL STATEMENT:

APPROVED: Mark Roberts Finance

ACCOUNT NO.

APPROVED: _____ MIS

Reimbursement total \$845,552.38

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$845,552.38

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #41



**WARRANT REGISTER #41
4/1/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AGUIRRE, C	REIMBURSEMENT / FINANCIAL CALCULATOR	317083	4/7/15	14.99
ALDEMCO	CONSUMABLES / NUTRITION	317084	4/7/15	1,330.60
ALL FRESH PRODUCTS	FOOD & CONSUMABLES / NUTRITION CENTER	317085	4/7/15	1,243.14
ART D NIELSEN PAINTING INC	CITY-WIDE PAINTING AS NEEDED FOR FY	317086	4/7/15	720.00
AT&T MCI	AT&T PHONE SERVICE FY15 / 2/13/15-3/12/15	317087	4/7/15	6,359.97
BEAUCHAMP FAMILY COMMERCIAL	LEASE WAREHOUSE 1640 HOOVER/MARCH-MAY	317088	4/7/15	9,900.00
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 BUILDING MATERIALS	317089	4/7/15	509.14
COUNTY OF SAN DIEGO	RECORDING FILING FEE/WESTSIDE MOBILITY	317090	4/7/15	50.00
COUNTY OF SAN DIEGO	RECORDING FILING FEE/CITYWIDE MIDBLOCK	317091	4/7/15	50.00
DANIELS TIRE SERVICE	MOP#76986 TIRES	317092	4/7/15	33.10
DIAZ, E	EDUCATIONAL REIMBURSEMENT	317093	4/7/15	145.00
DIXIELINE BUILDERS	HOME REHABILITATION PRGM/2738 MELROSE	317094	4/7/15	23,809.00
FERGUSON ENTERPRISES INC	MOP#45723 PLUMBING MATERIALS	317095	4/7/15	90.36
FIREFIGHTERS BOOKSTORE	CMC CONFINED SPACE ENTRY & MANUAL	317096	4/7/15	194.74
GRAINGER	MOP#65179 ELECTRICAL MATERIALS	317097	4/7/15	310.40
GRANICUS INC	GRANICUS WEBCASTING FOR FY15	317098	4/7/15	1,477.35
GREEN MECHANICAL CONTRACTORS	CITY-WIDE HVAC SERVICE & REPAIRS	317099	4/7/15	2,391.25
JOHNSON, S	REIMB / TINY TOTS SUPPLIES	317100	4/7/15	170.52
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS	317101	4/7/15	37.87
NAPA AUTO PARTS	MOP#45735 AUTO PARTS	317102	4/7/15	308.19
NATIONAL CITY CHAMBER	CENTURION AWARDS BREAKFAST/PD	317103	4/7/15	300.00
PACIFIC AUTO REPAIR	SMOG CERTIFICATION & REPAIRS FOR CITY	317104	4/7/15	634.95
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITON CENTER	317105	4/7/15	73.97
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS	317106	4/7/15	539.11
PRO BUILD	MOP#45707 MATERIALS	317107	4/7/15	784.51
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES	317108	4/7/15	235.43
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC / NUTRITION CENTER	317109	4/7/15	2,057.69
SDG&E	FACILITIES DIVISION GAS & ELECTRIC	317110	4/7/15	28,574.39
SEAPORT MEAT COMPANY	MEATS / NUTRITION CENTER	317111	4/7/15	750.42
SHINN, D	REIMBURSEMENT / TINY TOTS PROGRAM	317112	4/7/15	49.79
SOUTH BAY COMMUNITY SERVICES	PENDING BALANCE ON CDBG REIMBURSEMENT	317113	4/7/15	3.00
STAPLES ADVANTAGE	MOP 45704. OFFICE SUPPLIES / REDEV	317114	4/7/15	519.51
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS	317115	4/7/15	265.78
VALLEY INDUSTRIAL SPECIALTIES	MOP# 46453 PLUMBING MATERIALS	317116	4/7/15	37.26
VERIZON WIRELESS	VERIZON WIRELESS FY15 / 2/22/15-3/21/15	317117	4/7/15	5,845.52
WESTFLEX INDUSTRIAL	MOP#63850 / SUPPLIES / PW	317118	4/7/15	126.66
CHRISTENSEN & SPATH LLP	LEGAL / MORGAN SQUARE	317119	4/7/15	1,018.75
KANE BALLMER & BERKMAN	LEGAL / S A OPERATIONS (397-500)	317120	4/7/15	1,820.00
OPPER & VARCO LLP	LEGAL / WITOD	317121	4/7/15	2,990.00

A/P Total 95,772.36

SECTION 8 HAPS PAYMENTS	Start Date 4/1/2015	End Date 4/7/2015	749,780.02
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GRAND TOTAL

\$ 845,552.38

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 19th OF MAY, 2015.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #42 for the period of 04/08/15 through 04/14/15 in the amount of \$1,664,735.99 (Finance)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #42 for the period of 04/08/15 through 04/14/15 in the amount of \$1,664,735.99 (Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: Walter R. Lopez

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 04/08/15 through 04/14/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
3M	317124	82,598.10	Installation of ISO RFID Theft Detection
City of San Diego	317140	57,463.00	Fire Dispatch Svcs Jan-Mar 2015
Tristar Risk Management	200974	103,816.50	Feb – Mar 2015 W/C Replenishment
Public Emp Ret System	4092015	313,459.85	Service Period 3/17/15-3/30/15

FINANCIAL STATEMENT:

APPROVED: Walter R. Lopez Finance

ACCOUNT NO.

APPROVED: _____ MIS

Reimbursement total \$1,664,735.99

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$1,664,735.99

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #42



**WARRANT REGISTER #42
4/14/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE HOME DEPOT CREDIT SERVICES	2.65 GPM LIQ / PW	317122	4/14/15	298.19
TODD PIPE & SUPPLY LLC	PLUMBING MATERIALS & PARTS / PW	317123	4/14/15	379.04
3M	INSTALLATION OF ISO RFID THEFT DETECTION	317124	4/14/15	82,598.10
ACE UNIFORMS & ACCESSORIES INC	S/S SHIRT DARK NAVY M/L/XL	317125	4/14/15	590.61
ACME SAFETY & SUPPLY CORP	ENGR GRADE SIGN	317126	4/14/15	106.28
ALL THE KINGS FLAGS	CITY-WIDE FLAGS & ACCESSORIES	317127	4/14/15	1,277.12
ARCO GASPRO PLUS	FUEL FOR CITY FLEET	317128	4/14/15	32,004.13
ART D NIELSEN PAINTING INC	CITY-WIDE PAINTING / PW	317129	4/14/15	650.00
ASCAP	LICENSE FEE	317130	4/14/15	683.48
ASPEN RISK MANAGEMENT GROUP	PROFESSIONAL SERVICES	317131	4/14/15	3,276.00
BOOT WORLD	MOP 64096. SAFETY BOOTS / NSD	317132	4/14/15	541.55
BRIAN COX MECHANICAL INC	CITY-WIDE HVAC AS NEEDED FOR FY 2015	317133	4/14/15	3,713.00
BURKE WILLIAMS & SORENSEN LLP	LEGAL / NEGOTIATIONS	317134	4/14/15	4,234.50
CALBO	SUBSCRIPTION: ANNUAL MEMBERSHIP / BUILDING	317135	4/14/15	215.00
CALIFORNIA COMMERCIAL SECURITY	LABOR, LEVER SPRINGS AND SEAL	317136	4/14/15	3,764.37
CEB	JEFFERSON CA EVIDENCE BENCHBOOK	317137	4/14/15	234.94
HORN, C	REFUND: PERMIT #73342, 1703 C AVE	317138	4/14/15	89.00
CHILDREN'S HOSPITAL	CS #15-00698 CHILD ABUSE EXAMS	317139	4/14/15	1,168.00
CITY OF SAN DIEGO	FIRE DISPATCH SERVICES JAN-MAR 2015	317140	4/14/15	57,463.00
COOPER'S PLUMBING & HEATING	CITY-WIDE PLUMBING SERVICES & REPAIRS	317141	4/14/15	337.50
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM	317142	4/14/15	7,478.16
COX COMMUNICATIONS	COX INTERNET SERVICES FY15	317143	4/14/15	256.65
CREATIVE IMAGES	PICTURES FOR CITY HALL LOBBY	317144	4/14/15	105.00
CYNTHIA TITGEN CONSULTING INC	RISK MGMNT CONSULTANT SERVICES	317145	4/14/15	2,541.25
DANIELS TIRE SERVICE	MOP#76986 TIRES	317146	4/14/15	124.29
DELL MARKETING L P	DELL SERVER MEMORY 16GB CERTIFIED	317147	4/14/15	3,498.46
DISCOUNT SCHOOL SUPPLY	CRAFT CUPS/CRAYOLA WRITE START	317148	4/14/15	756.31
DIZINNO, T	ADVANCE LODGING-SMART PHONE FORENSICS	317149	4/14/15	425.00
EMBASSY CONSULTING SERVICES	TUITION: EVOLUTION OF RADICAL ISLAM	317150	4/14/15	65.00
EMERGENCY EQPT ENGINEERING	LEATHER GEAR / POLICE	317151	4/14/15	64.26
FENTON NCP LLC	REFUND: PROJECT #2015-4521, 105 W 35TH S	317152	4/14/15	396.00
GONZALEZ, A	REIMB / CPO TRAINING	317153	4/14/15	24.97
GOVCONNECTION INC	SURFACE PRO 3 TABLETS	317154	4/14/15	18,464.54
GREEN MECHANICAL CONTRACTORS	CITY-WIDE HVAC SERVICE & REPAIRS	317155	4/14/15	1,435.00
H M PITT LABS INC	TESTING OF 3 LEAD WIPES	317156	4/14/15	45.00
HEALTH & HUMAN	EMPLOYEE ASSISTANCE PROGRAM - APR 2015	317157	4/14/15	758.96
INNOVATIVE CONSTRUCTION	A AVE GREEN STREET IMPROVE	317158	4/14/15	24,655.00
IRON MOUNTAIN	RECORDS MANAGEMENT & STORAGE	317159	4/14/15	155.84
KNIGHT, J	REIMB: CITY ATTNY SPRING CONFERENCE	317160	4/14/15	117.30
JUDD ELECTRIC	CITY-WIDE ELECTRICAL REPAIRS	317161	4/14/15	1,502.50
LASER SAVER INC	MOP 45725. INK CARTRIDGES / SEC 8	317162	4/14/15	305.73
LEFORTS SMALL ENGINE REPAIR	ZENITH CARBURETOR	317163	4/14/15	715.76
LOPEZ, T	COUNCIL MEETING INTERPRETATION SVCS	317164	4/14/15	210.00
MARLO'S AUTO SPECIALTIES	LABOR - VEHICLE REPAIRS	317165	4/14/15	2,995.34
MOSSY NISSAN	PARTS- OIL FILTER/WASHER DRAIN	317166	4/14/15	1,372.84
MOTOPOST	SEW ON PROVIDED PATCH	317167	4/14/15	148.80
NAGLE, D	REIMB: 24" LED MONITOR LED HDTV	317168	4/14/15	155.29
NAPA AUTO PARTS	MOP#45735 AUTO PARTS	317169	4/14/15	34.81
OPENGOV INC	OPENGOV PLATFORM	317170	4/14/15	8,500.00
ORIENTAL TRADING COMP LLC	EASTER FOAM HEADBAND/CHICK STICKERS	317171	4/14/15	290.98



**WARRANT REGISTER #42
4/14/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ORKIN	CITY-WIDE PEST MAINTENANCE AS NEEDED	317172	4/14/15	403.39
PACIFIC AUTO REPAIR	SMOG CERTIFICATION & REPAIRS FOR CITY	317173	4/14/15	825.00
PENSKE FORD	MOP 49078. AUTOMOTIVE REPAIR / PW	317174	4/14/15	1,272.39
PERRY FORD	R & M CITY VEHICLES	317175	4/14/15	815.05
POWERSTRIDE BATTERY CO INC	VEHICLE BATTERIES / PW	317176	4/14/15	990.81
PRO BUILD	MOP#45707 ELECTRICAL MATERIALS	317177	4/14/15	221.31
PRO -TECH INDUSTRIES	URATIC SALT REMOVER	317178	4/14/15	493.77
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICES / NUTRITION	317179	4/14/15	46.00
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY	317180	4/14/15	526.66
RUSS' BEE REMOVAL	BEE REMOVAL FROM CITY PROPERTY	317181	4/14/15	1,000.00
SAN DIEGO HYDRAULICS	VEHICLE REPAIRS	317182	4/14/15	2,983.90
SAN DIEGO PR	DESIGN AND LAYOUT	317183	4/14/15	600.00
SAN DIEGO REGIONAL PUBLIC	D HERNANDEZ, SD MIRAMAR	317184	4/14/15	8.00
SAVMART PHARMACEUTICAL SERVICE	MEDICATIONS - PARAMEDICS	317185	4/14/15	71.60
SDG&E	STREET DIVISION GAS & ELECTRIC CHARGES	317186	4/14/15	165.83
SHEPHARD, S	SUBSISTENCE: POST SUPERVISORY COURSE	317187	4/14/15	1,536.00
SIRCHIE FINGERPRINT LAB INC	SIRCHSEAL LABEL/COMBINATION TAGS	317188	4/14/15	229.60
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 BUSINESS CARD IMPRINTS	317189	4/14/15	174.40
SOUTH BAY MOTORSPORTS	R & M CITY VEHICLES AS NEEDED FY 2014	317190	4/14/15	2,700.09
SOUTH COAST EMERGENCY	PRESSURE SENSOR	317191	4/14/15	2,306.11
SOUTHWEST SIGNAL SERVICE	INTERSECTION MAINTENANCE	317192	4/14/15	14,703.51
SOUTHWEST TROPHY & AWARDS	LUCITE WEDGE WITH BLUE BACKING	317193	4/14/15	135.00
SPARKLETTS	WATER / MAYOR/COUNCIL	317194	4/14/15	40.43
SPARKLETTS	WATER / NUTRITION CENTER	317195	4/14/15	7.95
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - MIS	317196	4/14/15	404.64
STARTECH COMPUTERS	MOP 61744 CONTOUR ROLLERMOUSE RED	317197	4/14/15	632.78
SWEETWATER AUTHORITY	PARKS DIVISION WATER BILL FOR FY 2015	317198	4/14/15	1,732.66
SYSCO SAN DIEGO INC	CONSUMABLES / NUTRITION CENTER	317199	4/14/15	3,644.46
THE COOLING STORE	REPLACE CONDENSOR FAN	317200	4/14/15	200.00
THE LIGHTHOUSE INC	MOP#45726 AUTO PARTS	317201	4/14/15	140.28
TRITECH SOFTWARE SYSTEMS	TUITION: R LOVE, M GAFFNEY - CAD	317202	4/14/15	1,596.00
T'S & SIGNS	POSTERS/FILTERS	317203	4/14/15	539.55
TURF STAR	BLADE PADS	317204	4/14/15	273.17
TURNER'S PORTABLE WELDING	STEEL FLOOR AND CONE HOLDERS	317205	4/14/15	4,251.33
U S BANK	CREDIT CARD EXP - PD	317206	4/14/15	2,485.30
U S HEALTHWORKS	LAD LEAD LEVEL TESTING	317207	4/14/15	61.00
UNION TRIBUNE PUB CO	LEGAL NOTICES ADVERTISING	317208	4/14/15	1,620.80
VERIZON WIRELESS	VERIZON WIRELESS / 2/22/15 - 3/21/15	317209	4/14/15	52.27
VISTA PAINT	MOP 68834 PAINT - NSD	317210	4/14/15	1,246.75
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	317211	4/14/15	2,287.93
WESTFLEX INDUSTRIAL	MOP#63850 AUTO PARTS	317212	4/14/15	690.62
WHITAKER BROTHERS	AGREEMENT RENEWAL - SHREDDER	317213	4/14/15	285.00
4 IMPRINT INC	ITEM #2213, CLOSED BACK TABLE THROW	317214	4/14/15	660.44
AHEARN, A	PERFORMER FOR VOLUNTEER APPRECIATION	317215	4/14/15	200.00
AMAZON	BOOKS - LIBRARY	317216	4/14/15	3,437.39
BAKER & TAYLOR	BOOKS - LIBRARY	317217	4/14/15	366.61
BRODART CO	BOOKS - LIBRARY	317218	4/14/15	2,511.97
CASA DEL TACO	FOOD CATERING SERVICES / LIBRARY	317219	4/14/15	587.94
FIRST BOOK NATIONAL OFFICE	CHILDREN'S BOOKS - LIBRARY	317220	4/14/15	88.20
MATRIX DEVELOPMENT LLC	SUPPORT, TRAINING & SOFTWARE UPDATES/LIBRARY	317221	4/14/15	892.00



**WARRANT REGISTER #42
4/14/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MCGRAW HILL PUBLISHING CO	BOOKS / THE LITERACY COLLECTION	317222	4/14/15	381.18
MIDWEST TAPE	DVD'S / LIBRARY	317223	4/14/15	746.97
NEW READERS PRESS	WORKBOOKS AND SUPPLIES FOR TUTORS / LIBRARY	317224	4/14/15	693.40
RED RIBBON BAKESHOP	CAKE FOR THE LIBRARY'S VOLUNTEER	317225	4/14/15	64.97
SCHOLASTIC LIBRARY PUBLISHING	GROLIER ONLINE RENEWAL FOR ENCYCLOPEDIA	317226	4/14/15	2,809.00
SIRSIDYNIX 774271	PATRON BARCODES - LIBRARY	317227	4/14/15	1,250.00
STAPLES ADVANTAGE	MOP#45704 - SUPPLIES	317228	4/14/15	89.40
U S POSTMASTER	POSTAGE FOR OVERDUE NOTICES	317229	4/14/15	147.00
VAZQUEZ, A	MAGIC SHOW PERFORMER / LIBRARY	317230	4/14/15	200.00
YOGA RASCALS	FAMILY YOGA CLASS	317231	4/14/15	95.00
POWER PLUS	EQUIPMENT RENTAL / S A	317232	4/14/15	195.00
			A/P Total	341,040.66
WIRED PAYMENTS				
TRISTAR RISK MANAGEMENT	PREFUND FOR LARRY BECK	200947	4/14/15	25,637.29
TRISTAR RISK MANAGEMENT	FEB - MAR 2015 W/C REPLENISHMENT	200974	4/14/15	103,816.50
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 03/17/15 - 03/30/15	4092015	4/9/15	313,459.85
SECTION 8 HAPS	Start Date	End Date		
	4/8/2015	4/14/2015		14,905.00
PAYROLL				
Pay period	Start Date	End Date	Check Date	
8	3/31/2015	4/13/2015	4/22/2015	865,876.69
			GRAND TOTAL	\$ 1,664,735.99

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

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JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 19th OF MAY, 2015.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public Hearing to Consider an Amendment to Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays (Applicant City-Initiated) (Case File 2015-07 A) (Planning)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

Public Hearing to Consider an Amendment to Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays (Applicant City-Initiated) (Case File 2015-07 A)

PREPARED BY:  Martin Reeder, AICP

DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The general purpose of this amendment is to amend the chapter with regard to the allowed and disallowed temporary and permanent signs on various land uses. The amendments include time, place, and manner restrictions, prohibitions and allowances.

The change to 18.47 of the Land Use Code was prepared and considered by the Planning Commission on May 4, 2015. The attached Background Report describes the change in detail. If the Council is amenable to the change to 18.47, the associated Ordinance would need to be introduced.

FINANCIAL STATEMENT:

ACCOUNT NO. _____

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation to adopt the amendment to Section 18.47 related to Signs and Outdoor Advertising

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Westside Specific Plan Amendment.

Ayes: Alvarado, Baca, Flores, Garcia, Yamane Nays: Bush Absent: DeLaPaz

ATTACHMENTS:

- | | |
|---------------------------|-------------------------------------------|
| 1. Background report | 4. Proposed Chapter 18.47 |
| 2. Recommended Findings | 5. Planning Commission Resolution 2015-07 |
| 3. Existing Chapter 18.47 | 6. Public Notice |

BACKGROUND REPORT

History

With the exception of minor amendments related to political signage and mobile billboards (among others) in 2009, the sign chapter of the Land Use Code had been mostly unchanged for several years prior to 2011. The most recent iteration of the Land Use Code was adopted on January 9, 2012, which included an update of the Sign Ordinance (Chapter 18.47). The new ordinance carried over much of the preceding language, but added a section related to digital advertising signage and a quick reference table. The digital advertising signage section relied on industry language and standards of the time, which are becoming outdated.

Purpose

The general purpose of this amendment is to amend the chapter with regard to the allowed and disallowed temporary and permanent signs on various land uses. The amendments include time, place and manner restrictions, prohibitions and allowances, and remedies and enforcement. A copy of the previous and proposed sign ordinances are attached for your review. As part of the amendment, the title of the chapter will now be "Signs on Private Property and Public Property not Owned by the City or its Affiliated Agencies". This differentiates such signs from signs on City-owned property, which are regulated by Municipal Code Chapter 13.28.090 - Permanent, private party signs on city property.

Analysis

There are several additions to the Sign Ordinance, beginning with section 18.47.020, which lays out the *Authority, Scope, and Intent* of the Sign Ordinance. This is in concert with the *Purpose* section, which was carried over from the previous ordinance. These sections are similar to other existing code sections, which reference applicable laws for authority, and define the scope of activities subject to the ordinance. The *Intent* section refers to the protection of First Amendment rights and that the Ordinance comports with all applicable principles of federal and state, constitutional, statutory and administrative law.

Section 18.47.030 – Basic Principles – includes the following sections:

- Enforcement Authority – The Director (City Manager or assign);
- Administrative Interpretation – Staff, staff referral to Planning Commission;
- Responsibility for Compliance – Sign owner, permit holder, those in control of the property, property owner/s;
- Onsite-Offsite Distinction – Applies to commercial messages only;
- Message Neutrality – Sign regulation in a manner that does not favor commercial speech over noncommercial speech and that does not regulate protected noncommercial speech by message content;
- Message Substitution – [see below]

Message substitution

Court decisions on signs often make a distinction between "commercial speech" and "noncommercial speech." Commercial speech is regular advertising, seeking customers and clients, debate in the marketplace of goods and services. Noncommercial speech is

issue advocacy and expression on ideas; most commonly, political and/or religious messages.

In the most famous sign case, *Metromedia v. San Diego* (1981), the US Supreme Court announced three basic principles for the law of signs: 1) local governments may ban billboards, in the interests of safety and community esthetics; 2) when regulating signs, local governments may not favor commercial speech over noncommercial speech; and 3) local governments may not favor particular types of noncommercial speech over others.

An example of "favoring commercial speech" might be allowing real estate for sale signs, but no other signs, in certain locations. An example of favoring a particular type of noncommercial speech might be allowing political message signs, but disallowing religious message signs, in certain places.

To avoid any inadvertent violation of rules 2 (favoring commercial) or 3 (favoring particular types of noncommercial), the new sign code includes a strong "message substitution" provision. It means that anywhere anyone has a sign, or a right to a sign, they may substitute a noncommercial message in place of any commercial message, or in place of some other noncommercial message. This substitution of noncommercial messages does not require a new permit, so long as there is no change in the physical structure of the sign.

Signs Exempt from Sign Permit Requirement [aka "Temporary Signs] (18.47.060)

The section related to residential signs has been modified to reference size, placement, and message content regulations. Specific changes include:

- Signs may be free standing or mounted on doors, walls, or fences; flag poles not exceeding 25 feet cumulative of linear footage; roof-mounted signs prohibited;
- Any variety or combination of constitutionally protected noncommercial speech (including but not limited to political / election signs);
- Signs with other commercial messages, general advertising for hire, or any message whose public display is illegal are prohibited.
- Maximum display area of 16 square feet per parcel at all times; except during the Election Period this allowance may be increased up to 32 square feet per parcel per street frontage visible from the public right of way. The maximum display area is the cumulative total of all signs that are subject to the area limit.

References to temporary signs for *construction* or *property for lease or sale* are still included. In addition, the section for *Temporary Signs for Events* is now *Temporary Signs for Special Events*. Special Events are also now defined in section 18.47.040.

This section regulates the time period for display and the maximum size per street frontage. The signs are permitted in Commercial, Industrial, Multi-Family, Mixed-Use, and Institutional zones and are limited to 32 square feet per street frontage. Generally speaking, special event signage may be displayed no more than 30 days prior and 5 days after a special event.

Other additions to section 18.47.060 include added language referring to banners, flags, and pennants, as well as a new requirement for Identification tags for signs during the Election Period. The tags would allow City staff to more easily identify the parties responsible for posting (e.g. private sign posting company, political campaign staff etc.), and allow for more efficient removal after the Election Period.

The remainder of the changes in the Sign Ordinance is related to updating language, terms, titles, clarifying potential confusing references, adding cross-references etc. Staff has also removed the quick reference table. A version of the table will still be maintained, but is intended to be used at the counter for staff and client reference. The table contains size and location data for each zone, but would not be a formal part of the Land Use Code. The table would be for reference only; the text contained in the Land Use Code text would govern and prevail in the case of a conflict of information. The reference table is attached.

General Plan Conformance

The amendment is consistent with several General Plan policies that are intended to encourage quality signs that promote interest and function in a non-intrusive manner. The policies are as follows:

Policy LU-9.5: Apply design standards that promote the use of high quality building materials, architectural and site designs, landscaping, signage, and amenities.

Policy LU-11.9: Encourage the improvement of existing signage to help promote a more attractive street scene in business districts.

Policy NN-4.7: Minimize light pollution through attention to site design including the appropriate placement of outdoor lighting and signage, and discouraging lighting where not required for safety and or business operations.

Summary

Since the most recent Land Use Update in 2012, there have been changes in constitutional law regarding signs, particularly with regard to message neutrality and message substitution. The need to incorporate these changes, as well as to update outdated language, terms, titles, etc. has led to this proposed update to the Sign Ordinance (Section 18.47 of the Land Use Code). The proposed amendments meet the policies and goals of the General Plan, and will ensure that staff is able to administer the Code in an efficient and appropriate manner.

On October 4, 2011 the City Council initiated a Code Amendment that was intended to clean up the Land Use Code. Since adoption the new code in 2011 and the subsequent re-adoption in 2012, there have been various discrepancies and typographic issues that need to be remedied. Although the amendment will ultimately cover much more than just the Signs and Outdoor Advertising Displays chapter, staff is attempting to fast-track this particular section amendment so as to comply with changes in constitutional law regarding signs. The remaining items to be amended will follow at a later date.

The Planning Commission held a public hearing on this amendment at their meeting of May 4, 2015 and recommended approval of the amendment. If the Council is amenable to the change to 18.47 the associated Ordinance would need to be introduced. A second reading would follow at a subsequent meeting. If ultimately approved, the amendment would affect all private property and public property not owned by the City or its affiliated agencies.

OPTIONS

1. Approve the Amendment to Section 18.47 of the Land Use Code based on the attached findings by introducing the Ordinance in the related item; or
2. Recommend changes to be brought back at a subsequent date; or
3. Deny the Amendment to Section 18.47 of the Land Use Code based on findings to be determined by the City Council.

RECOMMENDED FINDINGS FOR APPROVAL OF AN AMENDMENT TO
TITLE 18 (ZONING) CHAPTER 18.47 OF THE
NATIONAL CITY MUNICIPAL CODE PERTAINING TO
SIGNS AND OUTDOOR ADVERTISING DISPLAYS
CASE FILE 2015-07 A

1. That the proposed amendment is in the public interest and is consistent with General Plan policy, since the General Plan calls for the adoption of regulations that encourage high-quality and attractive signage, including maintenance or rehabilitation of existing conforming signs.
2. That the proposed amendment is in the public interest, since it will clarify the allowed and disallowed temporary and permanent signs on various land uses. The amendments include time, place and manner restrictions, prohibitions and allowances, and remedies and enforcement. This clarification will encourage compliance with the Municipal Code.
3. That the proposed amendment is in the public interest, since the proposed amendment will incorporate and be consistent with changes in constitutional law regarding signs, particularly with regard to message neutrality and message substitution.
4. That the proposed amendment will allow the City's continued enforcement of sign placement and design, since it will enable staff to administer the Code in an efficient and appropriate manner.
5. That the proposed amendment has been reviewed to be in compliance with the California Environmental Quality Act (CEQA), as the project is not considered a project under CEQA.

Chapter 18.47

**SIGNS AND OUTDOOR ADVERTISING
DISPLAYS**

Sections:

- 18.47.010 Purpose.**
- 18.47.020 Site plan review and/or sign permit required.**
- 18.47.030 Unlawful display of signs or banners prohibited.**
- 18.47.040 Definitions.**
- 18.47.050 Design and maintenance.**
- 18.47.060 Permanent signs permitted in all zones.**
- 18.47.070 Large permanent signs in commercial, industrial, mixed-use and institutional zones.**
- 18.47.080 Large permanent signs in shopping centers.**
- 18.47.090 Small permanent signs in commercial, industrial, institutional, mixed-use, and multi-family zones.**
- 18.47.100 Pole-mounted or freestanding signs in commercial, industrial, mixed-use, and institutional zones.**
- 18.47.110 Roof mounted signs.**
- 18.47.120 Revolving signs in commercial and industrial zones.**
- 18.47.130 Temporary signs permitted in all zones.**
- 18.47.140 Projecting signs in commercial, industrial, mixed-use, and institutional zones.**
- 18.47.150 Vehicle signs.**
- 18.47.160 Public assembly use signs.**
- 18.47.170 Mural-type signs in commercial and mixed-use zones.**
- 18.47.180 Digital advertising display (dad) signs.**

- 18.47.190 Flags, banners, and pennants.**
- 18.47.200 Signs prohibited in all zones.**
- 18.47.210 Master sign program.**
- 18.47.220 Removal from abandoned site or building.**
- 18.47.230 Nonconforming signs.**
- 18.47.240 Constitutional severability.**
- 18.47.250 Non-commercial speech.**
- 18.47.260 Sign regulations by zone and type.**
- 18.47.270 Signs for special uses.**

18.47.010 Purpose.

The purposes of this chapter are to: aid in the identification of properties, land uses, and enterprises; improve traffic safety by reducing visual distractions and physical obstructions and hazards; enhance the general appearance and aesthetics of the urban environment; and protect the natural beauty of the city's open space.
(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.020 Site plan review and/or sign permit required.

A. Site Plan Review and/or Sign Permit Approval. Signs allowed by this chapter may not be installed until a site plan review and/or sign permit is conducted and approved (see Section 18.12.100) and a finding of compliance is made with the design criteria identified in this chapter by the planning division. Signs that are not consistent with the design criteria outlined in this chapter may not be installed. This determination may be appealed pursuant to the provisions of Section 18.12.060.

B. Considerations. Site plan review and/or a sign permit shall be limited to considerations of the location, installation or placement, size, public safety and sight distance, view blockage, and comparable matters, and not to the content of the message conveyed by the sign or banner, except when the publication of such message is unlawful.

C. Exempt Signs. Site plan review and sign permits are not required for exempt signs pursuant to Section 18.12.100(C).
(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.030 Unlawful display of signs or banners prohibited.

A. Except as provided in this chapter and in Section 18.12.100, it is unlawful for any person or entity to install, maintain, or allow the installation or maintenance of a sign or banner as defined in this chapter in any zone.

B. The reference to a specific prohibition in this chapter shall not affect the validity and effect of the general prohibition set forth in this chapter or its application regulating the uses of property outlined throughout the remainder of the Land Use Code, nor shall it affect Chapter 10.54 prohibiting the maintenance of graffiti as a public nuisance.

C. This chapter shall not apply to any governmental agency or to any regulatory sign prescribed or required by federal or state law or local ordinance.

D. Nothing in this chapter is intended to authorize the installation of a sign or banner without the permission of the owner or occupant of that property.

E. Within this chapter, all regulations shall refer and apply only to "on-site" displays of signs and banners. When a regulation is made applicable to an "off-site" display, it shall be so designated. Unless so designated, off-site displays are prohibited. Off-site displays include "sign spinners."

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.040 Definitions.

A. As used in this chapter, and in addition to the definitions in the glossary, the following definitions or concepts shall be applicable:

1. "Banner" is any flexible material, such as cloth, plastic, vinyl, paper, cardboard or thin metal, with or without a "message," attached outdoors to a building, structure or mounting device, or at-

tached indoors to a building, structure or mounting device so as to be visible from the exterior of a building, or structure. The term "banner" includes a pennant, flag, or bunting.

2. "Billboard" means a sign which directs attention to a business, community service or entertainment not exclusively related to the premises where such sign is located.

3. "Bunting" is a form of banner that is typically presented and displayed in a folded or gathered fashion or combination. It may include a display in combination with a flag or banner. Depending on the format of the display, the term may be synonymous with banner.

4. "Business premises" refers to specific business occupancy within a building or upon a parcel of land, typically having a specific address and discrete entrance(s) and exit(s) so as to maintain a specific business identity and location.

5. "Changeable copy sign" refers to a sign displaying a "message" that is changed by means of moveable letters, slats, lights, light emitting diodes, or moveable background material.

6. "Directional sign" is any individual sign used to provide directions to pedestrians and vehicular traffic. It shall not include a grouping or mosaic of individual signs that are arranged in such a manner as to constitute a larger sign.

7. "Flag" is a form of "banner" that is mounted and displayed outdoors on a pole.

8. "Freestanding sign" means a sign which is permanently supported on the ground by one or more uprights, braces, poles, or other similar structural components that are not attached to any building. This category includes both monument and pole signs.

9. "Frontage" when used as a measurement reference of a building or business premises, shall refer to the distance between the two most distant corners of a building measured in a straight line along the building face bordering the adjoining street. See the glossary pertaining to frontage when made applicable to a parcel of land. It shall also

refer to the elevation of a building that abuts or adjoins a private or public right-of-way or parking lot.

10. "Height" means the distance measured vertically from grade to the highest point or portion of the object to be measured or height limited.

11. "Illuminated sign" means a sign whose message is made readable by internal or external lights or light emitting diodes, typically during hours of darkness.

12. "Install" or "installation" includes but is not limited to the act by which a sign is constructed or placed on land or a structure, or the act of attaching, painting, printing, producing, or reproducing, or using any other method or process by which a visual message is presented or placed upon a surface.

13. "Message" means any form of visual communication presented on any type of media. It is not material whether the communication has any logical, practical, literary, or artistic significance or not. It includes any form or combination of letters, graphics, symbols or designs. The term is not intended to include mono-color paint applied to the exterior, trim, fascia, or other architectural elements of a building for protection against the elements.

14. "Monument sign" means a low-profile free-standing sign supported by a structural base or other solid structural features other than support poles and may contain signage on more than one side.

15. "Mural" or "mural-type sign" means a sign painted on the exterior wall of a building consisting of graphics or images, either alone or in combination with letters.

16. "Off-site" or "off-site sign" refers to a sign or banner that promotes or advertises goods, services or activities located or offered on a business premises or parcel that is separate from the parcel where the sign is located, even if the two sites or parcels are contiguous to each other.

17. "On-site" or "on-site sign" refers to a sign or banner that promotes or advertises goods, ser-

vices, or activity located or offered on the business premises or parcel of property where the sign is located.

18. "Outdoors" means a location on undeveloped property or to the exterior of a building or structure.

19. "Outdoor advertising" refers to the placement of a message on signs or banners located outdoors, or located indoors in a manner such that the message is visible from the exterior of a building or structure.

20. "Parcels" or "property" or similar references or descriptions shall refer to parcels defined or delineated by assessor parcel numbers maintained by the County tax assessor or as defined in the glossary of this Code.

21. "Pennant" is a banner with three sides.

22. "Permanent sign" means a sign that is solidly attached to a building, structure, or the ground by means of mounting brackets, bolts, welds, or other combination of attachment methods, thereby rendering the sign non-moveable or difficult to reposition without the use of machinery, cutting devices, or mechanical devices. See also "temporary sign."

23. "Pole sign" means a permanently mounted, freestanding sign which is supported above the ground by one or more uprights, braces, poles, or other similar structural components.

24. "Projecting sign" is any sign which projects beyond a building face and uses a wall or vertical element of a building as its main source of support. A projecting sign includes a double-faced sign that is installed more or less perpendicular to the face of a building so as to allow a message to be viewable from either side. A projecting sign does not include signs that are installed along the face of a building and that are completely attached to the face of a building.

25. "Rooftop or roof-mounted sign" means a sign that extends above the ridgeline of the roof of a building or a sign attached to any portion of the roof of a building.

26. "Shopping center" shall mean a group of commercial buildings as defined in the Glossary.

27. "Sign" as used in this chapter, shall generically refer to any medium through which a message is conveyed which is placed outdoors in any zone or is visible to the exterior of a commercial or industrial building or structure. It shall include a banner and any of the following:

a. Any advertising display defined in Section 9.32.010.

b. Any message painted, printed, or otherwise produced or affixed on or to:

c. The exterior of a building or structure;

d. A rigid or semi-rigid material or surface, such as wood, metal, or plastic, attached to a building, structure, or pole or which is itself free-standing; or

e. An inflatable balloon or other three-dimensional object that is tethered or fastened to a building, structure, pole, or the ground.

28. "Temporary sign" means a sign that is easily moveable and which is not attached to a building, structure, or the ground in such a manner as to be rendered a permanent sign.

29. "Visible to the exterior" refers to the placement of a sign or banner within the interior first eight feet of a commercial or industrial building or structure in such a manner so that it or its message is readily visible on an immediately contiguous public right-of-way, parking lot, or parcel. To be visible does not require that the message be understandable or readable.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.050 Design and maintenance.

A. Uniform Building, Electrical and Mechanical Code Compliance—Required. No sign shall be installed that does not comply with the applicable Uniform Building, Mechanical and Electrical Codes adopted by the city. Permits for installation shall be obtained, when required, prior to any installation, from the director of building and safety.

B. Maintenance. All signs and their supporting structures and components shall be maintained in a state of safe condition and good repair. Signs shall be "face washed" at least once a year.

Electrically energized components must bear the seal of approval of an approved testing laboratory. Broken faces and burned-out lamps, bulbs, or tubes must be replaced within thirty days from the date of notification from the city.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.060 Permanent signs permitted in all zones.

The following signs shall be permitted in all zones. Site plan review shall not be required.

A. Permanent Signs.

1. Size. The display on any parcel of any single sign, flag, or banner that is less than six square feet in area is permitted, except when a home occupation permit has been issued for a residential parcel, this exemption shall not apply, and that property shall be subject to all the requirements of this chapter.

2. Restrictions. No signs shall be placed in the public right-of-way nor shall they obstruct the free flow of traffic.

B. Directional Signs. Directional signs which do not exceed a total of three square feet in size per sign and total area combined does not exceed nine square feet.

C. Freestanding or Monument Signs. A maximum of two freestanding or monument signs not to exceed a total of one hundred square feet, are permitted for single-family subdivisions, multi-family developments, or mobile home parks.

D. Official Flags. Up to three official flags of the United States, the State of California, or other states of the nation, counties, municipalities, and official flags of sovereign nations. Proposals for more than three flags require a sign permit and site plan review. If flags are to be displayed on vertical flagpoles, these poles shall be permanently installed with appropriate building permits. Flags of nationally or internationally recognized organizations and corporate or business flags are only permitted if displayed in conjunction with the United States flag. The Flag Code of the United States shall be observed at all times.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.070 Large permanent signs in commercial, industrial, mixed-use and institutional zones.

A. Specifications and Restrictions. Except in shopping centers, large permanent signs (those exceeding twenty-five square feet in area) may be installed on or along the face of a building in commercial, and commercial uses in a mixed-use zone, industrial or institutional zones, subject to the following specifications and restrictions:

1. Signs shall be limited to one sign per business premise per frontage along a street, freeway, or parking lot.

2. Sign area on the primary frontage shall not exceed thirty percent of the area of the building face or four square feet of sign for each linear foot of building face along that frontage, whichever is greater.

3. Sign area on a secondary frontage shall not exceed fifteen percent of the area of the building face or two square feet per linear foot of secondary frontage, whichever is greater.

4. The sign face shall not be located, such as by a cabinet, deep lettering, or architectural feature, more than eighteen inches from a building face unless an exception is approved pursuant to site plan review.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.080 Large permanent signs in shopping centers.

Large permanent signs for businesses within a shopping center shall be limited to one per business premises per frontage on a common walkway, parking lot, driveway, alleyway, street, or freeway. The size and placement of these signs shall conform with the standards specified by Section 18.47.070 as well as standards that may be applied through any required city council or planning commission approval, including but not limited to a conditional use permit, planned development permit, specific plan, or variance.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.090 Small permanent signs in commercial, industrial, institutional, mixed-use, and multi-family zones.

A. Permanent Signs Less than Twenty-Five Square Feet. Any permanent sign measuring less than 25 square feet and not described elsewhere in this chapter shall be considered a small permanent sign that shall only be permitted in commercial, industrial, and institutional zones and commercial uses in a mixed-use zone as follows:

1. Small permanent signs shall be permitted only in windows or along the face of a building.

2. The total area of all small permanent signs and any allowable small temporary signs combined shall not exceed ten percent of the wall or elevation on which the sign is placed.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.100 Pole-mounted or freestanding signs in commercial, industrial, mixed-use, and institutional zones.

A. Requirements. Pole-mounted or freestanding signs are permitted in the commercial and industrial zones and commercial uses in a mixed-use zone, subject to the following requirements:

1. Pole signs or freestanding signs shall be limited to one sign per frontage on street, freeway, or parking lot, and may include a cluster sign identifying individual businesses on the parcel(s).

2. The total area of any sign installed along the primary frontage shall not exceed four square feet per lineal foot of property on the primary frontage.

3. The total area of any sign installed along each secondary frontage shall not exceed two square feet per lineal foot of property on the secondary frontage.

4. Sign structures shall not be placed within the required setback area, except that projecting signs may protrude into or overhang a maximum distance of one-half of the setback.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.110 Roof mounted signs.

Roof-mounted signs are not permitted.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.120 Revolving signs in commercial and industrial zones.

Signs that revolve shall be restricted to those that rotate three hundred sixty degrees and no more than eight revolutions per minute. Revolving signs shall be permitted only in commercial and industrial zones.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.130 Temporary signs permitted in all zones.

A. Temporary Signs on Construction Sites. Temporary signs on construction sites having the following specifications shall be permitted in all zones:

1. The maximum total area for signs at single-family residential construction projects shall be twenty square feet per street frontage.

2. The maximum area of signage at other construction projects shall be fifty square feet per street frontage.

3. For any request for square-footage exceeding the limits set forth in subsections (A)(1) and (A)(2), a temporary use permit is required, the granting or denial of which shall be based solely on objective criteria such as time, location, and size.

4. All signs must be removed prior to and as a condition of the final inspection and approval of the project.

B. Temporary Signs on For Sale or For Lease Property. A maximum of two temporary signs on currently for sale or for lease property may be installed on developed or undeveloped property in all zones, with the following requirements and specifications for the sign:

1. The maximum area of signage allowed by this section per parcel per street frontage in commercial, industrial, mixed-use, multi-family, or institutional zones shall be fifty square feet.

2. The maximum area of signage allowed by this section per parcel per frontage in single-family residential zones is six square feet.

3. These signs shall not be lighted.

4. Signs shall be removed within ten days following the lease or sale of the premises on which the sign is displayed.

C. Temporary Off-Site Signs Prohibited. Temporary off-site signs are prohibited in all zones, unless otherwise provided herein and by state law.

D. Temporary Signs For Events. Additional temporary signs erected due to an event are permitted as follows:

1. Commercial/Industrial/Multi-Family/Mixed-Use/Institutional Zones.

a. One or more temporary signs, each of which is thirty-two square feet or less in area, shall be permitted per parcel.

b. Temporary signs, except flags and banners, shall not be fastened directly to the exterior wall or face of any building. Such signs may be displayed in windows or on display boards, provided the combined total area of all signs does not exceed ten percent of the area of the building face upon which the signs are mounted. (See Section 18.47.190 for restrictions on flags and banners.)

c. Such signage is permitted on a temporary basis as defined hereinafter, in addition to other sign allotment per site.

2. Single-Family Residential Zones.

a. One or more temporary signs, each of which is six square feet or less in area, shall be permitted per parcel.

b. A parcel that is a corner lot can also have up to two signs greater than six square feet or less in area, but less than or equal to sixteen square feet in area per parcel.

c. Permission of the property owner or occupant where the sign is placed shall be required.

d. No temporary signs are permitted in the public right-of-way.

e. Removal. If the signage was erected for an event, such signage shall be removed within ten days after the event.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.140 Projecting signs in commercial, industrial, mixed-use, and institutional zones.

A. Conditions. A projecting sign may be permitted in all commercial, industrial, mixed-use, and institutional zones, subject to the following conditions:

1. Projecting signs shall not project over any public right-of-way, including streets or alleys, except as provided in subsection (D) below.

2. The maximum height of projecting signs shall be twelve feet, and may project above any eave or parapet of less than twelve feet in height, but may not project inward over any such eave or parapet.

3. The maximum area of a projecting sign shall be thirty-two square feet.

4. Projecting signs may project over street parkways and required setback areas a maximum of one-half of the street parkway or setback width. For the purpose of this section, "street parkway" is defined as that part of the public street right-of-way lying between the front property line and the edge of the roadway.

5. No more than one projecting sign shall be placed on each street frontage per business premises.

6. A projecting sign shall be permitted only in lieu of a freestanding or marquee sign, and may not be utilized in addition to a freestanding or marquee sign.

7. Projecting signs shall be supported so as to appear to be an architectural and integral part of the building. The sign shall be free of any extra bracing, angle iron, guy wires, or cables.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.150 Vehicle signs.

A. Permitted Vehicle Signs.

1. Advertising signs on buses and taxis.

2. Signs on automobiles and trucks that are painted on or attached flat against the vehicle to identify or advertise the associated business, provided that the vehicle is primarily used for the business and not parked on public streets.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

(National City Supp. No. 35)

18.47.160 Public assembly use signs.

On property used for public assembly, one wall mounted sign not to exceed twenty square feet in area per street frontage or parking lot frontage, and one freestanding changeable copy directory sign not to exceed six feet in height and twenty square feet in area per street frontage or parking lot frontage shall be allowed; provided, however, that the signs shall be architecturally related to the structure to which they are appurtenant. No more than two wall-mounted signs plus no more than two freestanding signs shall be permitted.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.170 Mural-type signs in commercial and mixed-use zones.

Mural-type signs not exceeding one hundred ten square feet in area shall be allowed in commercial zones and for commercial uses in mixed-use zones in lieu of a fixed sign.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.180 Digital advertising display (dad) signs.

A. Purpose. The use of digital advertising display technology (also known as a message center display or electronic reader board) for on-premises advertising signage can be an enhancement to the city as a whole, provided that sufficient standards are established to regulate daytime/nighttime illumination, prohibit movement, flashing, and other animation that may distract motorists, and allow for reasonable height and size requirements that balance the need for visibility with overall city aesthetic concerns; and

The need for establishing design and operational standards for digital advertising displays for digital advertising signage will ensure that they do not create adverse effects on adjacent uses, for motorists, or conflict with Amber light or other digital emergency response signage; and

The Federal Highway Administration in a 2007 ruling stated that digital billboards are permissible adjacent to and visible from federal highways.

B. Applicability. Digital advertising display signs are allowed in commercial, mixed-use, and industrial zoned areas along highways and arterial roadways (as defined by the General Plan Circulation Element) with approval of a sign permit provided all the conditions identified below are met.

C. Requirements.

1. The maximum height of the sign structure containing the digital advertising display shall be subject to the same height restrictions as contained in Section 18.47.260 of the Land Use Code.

2. For properties that front on arterial roadways, the electronic message display component of the sign structure shall not exceed eighty square feet in area per sign face.

3. For properties that front on highways, the electronic message display component of the sign structure shall not exceed two hundred fifty square feet in area per sign face.

4. No more than one digital advertising display sign shall be permitted on a site. The electronic message display may be single-faced or double-faced.

5. The electronic message display shall be an electronic LED (light emitting diode) screen.

6. The pixel pitch of the LED electronic message display shall be no greater than twenty-five mm; twenty mm or less is preferred, especially for arterial roadways.

7. Each DAD sign shall be provided with encapsulated LED's for weather protection.

8. The DAD may be programmed to allow changeable messages, provided that any image shall be displayed for a minimum of eight seconds, and transitions between slides shall not exceed one second. Fading in or out, or scrolling of text shall be permitted as transitions.

9. Each DAD shall include a photometric sensor that will adjust the intensity of the sign for daytime and nighttime viewing. The nighttime intensity shall be limited to 0.3 foot-candles (over ambient levels) as measured at a preset distance as established by the Lewin Report as prepared for the Outdoor Advertising Association of America

(OAAA). The city may modify or further restrict the intensity of any DAD display should the lighting create a distraction to drivers or an adverse effect on nearby residential property.

10. The electronic message display shall not be operated between the hours of midnight and six a.m.

11. The electronic message display shall not result in unacceptable light intensity and glare impacting surrounding property.

12. All new digital advertising display signs not attached to a building shall be mounted on one support column only.

13. Digital advertising display signs are permitted to be located on the wall of a building provided the sign does not obscure any of the building's windows, architectural features, or other architectural details.

14. No digital advertising display sign may be placed within one-mile of another DAD on the same side of a highway. No more than two DAD signs are permitted per freeway.

15. Digital advertising display signs are limited to on-premise signs only. No digital display signs may be placed within one thousand feet of another DAD sign on the same side of an arterial roadway.

16. An existing billboard sign may be refurbished with a digital advertising display sign provided it does not exceed the area of the existing billboard and in all other respects meets the requirements of this chapter.

17. Cabinetry shall include solid welds and voltage protection.

18. Exterior cabinetry consisting of sheet metal or fabricated metal construction is not permitted.

19. The electronic message display shall be maintained in good operating condition and external appearance at all times.

20. Solar powered DAD signs are encouraged.

21. A DAD shall be subject to all other sign face size restrictions as contained in this chapter. (Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.190 Flags, banners, and pennants.**A. Regulations.**

1. **Permit Required.** All banners require the approval of the planning division. In order to obtain approval, see application and drawings required at the city planning division.

2. **Minimum Standards.** Flags and banners may be displayed on automobile sales lots without **time limitation** or **site plan review** provided that:

- a. The displays are properly maintained;
- b. Displays are limited to the perimeter of the lot;
- c. Displays do not exceed a height of twenty-five feet above the ground;
- d. Displays may not be used in place of a permanent sign.

3. Flags, banners, and pennants may be displayed on other commercial and industrial uses for a cumulative period of sixty days within each calendar year. The time limit commences when a banner permit is issued by the planning director. The sixty-day period may be divided into two occasions per calendar year, provided the total display time does not exceed sixty days per calendar year. A banner permit fee and an administrative fee in an amount representing the anticipated city enforcement costs in causing the applicant to remove flags or banners shall be paid to the city treasurer at the time of application for site plan review. The administrative fee shall be refunded upon the verified removal of the flag or banner by the specified deadline.

4. The following shall apply to all displays of flags, banners, and pennants:

- a. Must be removed by the owner or occupant within fifteen days after a determination by the city manager or his/her designee that the display is improperly maintained or the flag or banner is tattered or worn.
- b. Shall not be larger than forty square feet.
- c. Shall not be displayed in lieu of a permanent sign.
- d. Shall not be placed on a roof, placed in required yard areas, or landscaped areas.

e. Must be compatible with the primary building's appearance.

f. Violation of the time limits shall render the site ineligible for issuance of a permit for display of a banner for a period of one year from the date that the violation is abated.

g. The restrictions of this section shall also apply to signs and banners located within the first eight feet of the interior of commercial or industrial premises when such sign or banner is visible to the exterior.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.200 Signs prohibited in all zones.

A. Prohibited Signs. Notwithstanding Section 18.47.030 the following signs are strictly prohibited in all zones:

1. Signs that obstruct any window, door, or opening used or required as a means of regular ingress and egress, legal light and ventilation, as a fire escape or other emergency access or escape.

2. Signs placed on public property or within the public street right-of-way.

3. Signs placed on property without permission of the property owner or occupant.

4. Signs on fences.

5. Except as provided in otherwise in this chapter, signs on vacant or unimproved land.

6. Any sign whose intensity of illumination or size, shape, or location interferes with the safe operation of a vehicle or creates distraction to the operator of a motor vehicle on adjoining public streets.

7. Animated and flashing signs exceeding the following limits or restrictions:

a. Flashing signs are limited to a maximum illumination equivalent to incandescent bulbs of sixty watts per bulb maximum, and shall not flash more than sixty times per minute. "Chasers" are prohibited.

b. High intensity neon lights, tubes, or flashing lights exceeding sixty watts are prohibited on animated or flashing signs.

c. Rotating beacon-type lighting elements on signs are prohibited.

8. Temporary or permanent off-site signs, including billboards, are prohibited except where otherwise provided by state law or in Section 18.47.180.

9. Inflatable signs and displays, unless authorized pursuant to a temporary use permit.

10. Signs mounted on motor vehicles that are in violation of Section 7.20.150 or signs exceeding twenty-five square feet mounted on motor vehicles parked for more than eight hours in any twenty-four-hour period on private property.

11. Off-site temporary signs, mobile billboards on public streets (excepting buses, taxicabs, and business vehicles with an advertisement or display of its owner).

12. **Mobile Billboard Advertising.** Mobile billboard advertising includes any vehicle or wheeled conveyance which carries, conveys, pulls, or transports any sign or billboard for the primary purpose of advertising. Mobile billboard advertising upon any street or other public place within the city in which the public has the right of travel is prohibited. Any vehicle which displays an advertisement or business identification of its owner, so long as such vehicle is engaged in the usual business or regular work of the owner and not used merely, mainly, or primarily to display advertisements; buses; and taxicabs are exempt from this prohibition.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.210 Master sign program.

A. **Purpose and Applicability.** The purpose of the master sign program provisions is to provide a coordinated approach to signage for National City's business districts, which include the Harbor District, Downtown, Mile of Cars, and Plaza Bonita. The development of a master sign program is optional, but strongly encouraged for these areas.

B. **Approval.** A master sign program shall require the approval of the planning commission and the city council.

C. **Design Standards.** Master sign programs shall feature a unified and coordinated approach

to the materials, color, size, type, placement and general design of signs proposed for a project or property.

D. **Effect of Master Sign Program.** All subsequent signs proposed for a development or property subject to an approved master sign program shall comply with the standards and specifications included in the master sign program.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.220 Removal from abandoned site or building.

When the use of any parcel or building is vacated, terminated, or abandoned for any reason for a period of more than one hundred twenty consecutive days, the owner or person in possession of the property shall be responsible for the physical removal of all signs on the property, building or wall(s), and for painting over the surface so as to obliterate any painted or printed signs on the building so that the copy is not visible, within thirty days following notice from the city. Removal, painting out, or obliteration shall be performed in a manner that does not create a blighting influence.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.230 Nonconforming signs.

Any sign that is made nonconforming by enactment of Ordinance 2001-2192 may continue to be maintained or displayed subject to the provisions of Section 18.11.090 regarding the continuance and abatement of nonconforming signs.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.240 Constitutional severability.

The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with

the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.250 Non-commercial speech.

Anywhere that commercial signage is allowed, non-commercial signage is allowed subject to the same restrictions as those set forth for commercial signage, but not in addition to such allowance.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.260 Sign regulations by zone and type.

The following table summarizes the types of signs that shall be permitted within the zoning designations listed below. Signs are not permitted in public rights-of-way unless otherwise noted in Table 18.47.260 below.

**TABLE 18.47.260
Sign Regulations by Zone and Type**

Sign Type	Use or Zone	Location	Maximum Size and Height	Other Regulations
Permanent signs less than 6SF	All (except home occupation)	—	6 square feet	—
Directional sign	All	—	3 square feet per sign and a combined total of 9 square feet	—
Official flags (United States, California, other state or nation, county, municipality or sovereign nation)	All	—	—	Maximum of three flags; must be on permanently installed poles; organizations, corporations and business flags prohibited.

Sign Type	Use or Zone	Location	Maximum Size and Height	Other Regulations
Building mounted greater than 25 SF	Commercial, Industrial, Mixed-Use	One sign per building premises per frontage on a street, parking lot or freeway.	Primary frontage: 30% of the area of the building face or 4 square feet of sign for each linear foot of building face along the frontage, whichever is greater. Secondary frontage: 15% of the area of the building face or 2 square feet per linear foot of secondary frontage, whichever is greater.	May not extend more than 18" from building face. Internally illuminated light box or cabinet signs not permitted.
Building mounted greater than 25 SF	Shopping Centers, MXD-1 and MXD-2 (except residential buildings)	One sign per business premises per frontage along a common walkway, parking lot, driveway, alleyway, street or freeway.	Primary frontage: 30% of the area of the building face or 4 square feet of sign for each linear foot of building face along the frontage, whichever is greater. Secondary Frontage: 15% of the area of the building face or 2 square feet per linear foot of secondary frontage, whichever is greater.	May not extend more than 18" from building face. Internally illuminated light box or cabinet signs not permitted.

Sign Type	Use or Zone	Location	Maximum Size and Height	Other Regulations
Building mounted less than 25 SF	Commercial, Industrial, Mixed-Use, Institutional, Multi-Family	Windows or along the face of a building.	10% of the wall or elevation on which the sign is placed or 25SF, whichever is less.	May not extend more than 18" from building face. Internally illuminated light box or cabinet signs not permitted.
Freestanding/pole-mounted	Commercial, Industrial, MXD-1 and MXD-2 (except residential buildings), Institutional	One sign per building premises per frontage on a street, parking lot or freeway. Not permitted in required setbacks.	Primary frontage: 4 square feet per lineal foot Secondary frontage: 2 square feet per lineal foot.	Cluster signs identifying individual businesses on a parcel are permitted.
Roof-mounted	All zones	Not permitted.	Not permitted.	Not permitted.
Revolving	Commercial, Industrial		Same as Freestanding/Pole-mounted.	360 degree rotation only and maximum of 8 revolutions per minute.
Projecting sign	Commercial, Industrial, Mixed-Use, Institutional	One sign per street frontage per business premise. May extend into or overhang no more than one half of the setback or street parkway distance. A sign may not extend beyond the street curb.	Area: 32 square feet Height: 12 feet	Permitted only in lieu of a freestanding or marquee sign. Must be an integral component of building. Decorative brackets permitted.
Public assembly signs	All	One wall-mounted sign per street or parking lot frontage plus one freestanding sign per street frontage.	One wall mounted sign not to exceed 20 square feet in area and one freestanding sign not to exceed 6 square feet in height and 20 square feet in area.	No more than 2 wall-mounted signs and no more than 2 freestanding signs shall be permitted.

Sign Type	Use or Zone	Location	Maximum Size and Height	Other Regulations
Temporary signs, construction sites	All		Single-family Residential, MXC-1 and MXC-2: 20 square feet per street frontage Other: 50 square feet per street frontage.	Temporary use permit required. Shall be removed in ten days following sale or lease of the premises.
Temporary signs, event	All	Window display or display boards permitted only.	Commercial, industrial, mixed-use or multi-family, institutional: One or more each of which is 32 square feet or less in area. Single-family Residential: One or more limited to 6 square feet or less in area per parcel except corner lots are permitted up to two signs greater than 6 square feet or less in area per parcel, but less than or equal to 16 square feet in area per parcel.	For commercial, industrial, mixed-use or multi-family, may not be fastened to exterior wall or building face (except flags and banners).
Temporary off-site signs	Prohibited in all zones.	Prohibited in all zones.	Prohibited in all zones.	Prohibited in all zones.
Mural signs	Commercial		110SF or 25% of the wall of a building, whichever is less.	Permitted in lieu of a fixed sign. Must be coated with anti-graffiti coating.
Window signs	Commercial, Industrial, Mixed-Use		15% of the area of a window or 12SF, whichever is less.	

Sign Type	Use or Zone	Location	Maximum Size and Height	Other Regulations
Awning, canopy or marquee	Commercial, Industrial, Mixed-Use	—	Awning or canopy: 50% of the total area of the awning or canopy Marquee: 75% of the total area of the marquee.	Internally illuminated or backlit awning signs not permitted.
Building arcade hanging sign (also known as suspended or blade sign)	Commercial, Mixed-Use	One per tenant. Must be perpendicular to face of building.	Area: 6 square feet; Width: No more than 60% of arcade. Clearance: No less than 8' above finished grade.	Internal illumination not permitted.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

18.47.270 Signs for special uses.

For institutional, educational, regional commercial or other large campus-style uses — including but not limited to hospitals, schools and colleges, or shopping malls — signs may exceed the design guidelines as prescribed in this chapter with the approval of the planning commission. Approval may be either through a discretionary development process (PD, CUP, etc) for new construction or through the approval of plans process for existing facilities.

(Ord. No. 2012-2372, Exh. B-1, 2-7-2012)

PROPOSED ORDINANCE

CHAPTER 18-47 SIGNS ON PRIVATE PROPERTY AND PUBLIC PROPERTY NOT OWNED BY THE CITY OR ITS AFFILIATED AGENCIES

18.47.010 TITLE

This Chapter shall be known as the Regulatory Sign Ordinance of the City of National City, California.

18.47.020 AUTHORITY, SCOPE, INTENT, PURPOSES

A. Authority

This Chapter is enacted pursuant to the City's general and police powers, California Constitution Article XI, Section 7; California Government Code Sections 65000 *et seq.*, 65850(b), 38774, and 38775; Business and Professions Code Sections 5200 *et seq.*, 5230, 5490 *et seq.*, 13530 *et seq.* and 13540; Penal Code Section 556 *et seq.*; and other applicable state laws.

B. Scope

This Chapter regulates signs, as defined herein, which are located within the corporate limits of the City of National City and over which the City has land use regulatory authority, but not on City owned land. Signs on City land are subject to Chapter 13.28. Signs used in conjunction with parades, protests, demonstrations and outdoor public assemblies are regulated as temporary uses under Chapter 15.60.

C. Intent

By adoption of this Chapter, the City Council intends to create and implement a comprehensive system for the regulation of signs within the scope of this Chapter, with a regulation system that: 1) accommodates the expression rights of the First Amendment to the U.S. Constitution and the corollary provisions of the California Constitution; 2) comports with all applicable principles of federal and state constitutional, statutory and administrative law.

D. Purposes and Interests Served

The purposes of this Chapter include, but are not limited to: 1) serving the governmental and public interests in controlling visual clutter, community esthetics, and safety of drivers, passengers, and pedestrians; 2) aiding in the identification of properties, land uses, enterprises and other establishments; 3) enhancing the general appearance and esthetics of the urban environment; and 4) protecting the natural beauty of the City's open space.

PROPOSED ORDINANCE

18.47.030 BASIC PRINCIPLES

A. Message Neutrality Policy

It is the policy of National City to regulate signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.

B. Message Substitution Policy

A constitutionally protected noncommercial message may be substituted, in whole or in part, for any allowed commercial message or any other protected noncommercial message, provided that the sign structure or mounting device is legal. Any substitution shall require the private property owner's consent. The purpose of this provision is to prevent any favoring of commercial speech over non-commercial speech, or favoring of any particular protected noncommercial message over any other protected noncommercial message. The message substitution policy does not: 1) create a right to increase the total amount of sign display area on a site or parcel; 2) create a right to substitute an off-site commercial message in place of an onsite commercial message or in place of a noncommercial message; 3) affect the requirement that a sign structure or mounting device must be properly permitted; 4) authorize changing the physical method of image presentation (such as digital or neon) display without a permit; or 5) authorize a physical change to the sign structure without compliance with applicable building codes, safety codes, and neutrally-applicable rules for sign size, height, orientation, setback, separation or illumination.

C. Enforcement Authority

The Director is authorized and directed to administer and enforce this Chapter.

D. Administrative Interpretations

Interpretations of this Chapter are to be made initially by the Director in consultation with the City Attorney. The Director may refer an interpretation question to the Planning Commission. All interpretations of this Chapter are to be exercised in light of the message neutrality and message substitution policies. Where a particular type of sign is proposed, and the type is neither expressly allowed nor prohibited by this chapter, or whenever a sign does not qualify as a "structure" as defined in the Building Code, as adopted by the City, then the Planning Commission or Director, as applicable, shall approve, conditionally approve or disapprove the application based on the most similar sign type, using physical and structural similarity, that is expressly regulated by this chapter.

E. Responsibility for Compliance

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The responsibility for compliance with this Chapter rests jointly and severally upon the sign owner, the permit holder, all parties holding the present right of possession and control of the property whereon a sign is located, mounted or installed, and the legal owner of the lot or parcel, even if the sign was mounted, installed, erected or displayed without the consent or knowledge of the owner and / or other parties holding the legal right to immediate possession and control.

F. Onsite-Offsite Distinction

Within this Chapter, the distinction between onsite signs and offsite signs applies only to commercial messages. It does not apply to non-commercial messages.

18.47.040 DEFINITIONS

The following definitions apply to this Chapter, and to other chapters when cross-referenced by such other Chapters.

“Banner” means any flexible material, such as cloth, plastic, vinyl, paper, cardboard or thin metal, with or without a message, attached outdoors to a building, structure or mounting device, or attached indoors to a building, structure or mounting device so as to be visible from the exterior of a building, or structure. The term "banner" includes a pennant, flag, or bunting.

“Billboard” means a permanent sign structure in a fixed location which meets any one or more of the following criteria: (1) it is used for the display of off-site commercial messages; (2) the message display area, or any part thereof, is made available to message sponsors other than the owner(s) or operator(s) of the sign, typically for a fee or other consideration, *i.e.*, it is general advertising for hire; (3) the sign is a principal or secondary use of the land, rather than appurtenant or accessory to some other principal use of the land.

“Bunting” means a form of banner that is typically presented and displayed in a folded or gathered fashion or combination. It may include a display in combination with a flag or banner. Depending on the format of the display, the term may be synonymous with banner.

“Changeable copy sign” means a sign displaying a message that is changed by means of moveable letters, slats, lights, light emitting diodes, or moveable background material. “Digital signs,” “dynamic signs,” and CEVMS (changeable electronic variable message signs) are all within this definition.

“City” means the City of National City California.

“City property” means any parcel of land or separately leasable space over which the City or any of its related entities, holds the present right of possession and control, regardless of who may hold legal fee title, or that is within the public right-of-way.

PROPOSED ORDINANCE

“Commercial mascot” means a person or animal attired or decorated with commercial insignia, images, costumes, masks or symbols, and/or holding signs displaying commercial messages, when a principal purpose is to draw attention to or advertise a commercial enterprise. This definition includes “sign twirlers,” “sign clowns,” “sign spinners,” “sign twirlers,” and “human sandwich board” signs. Also known as “living signs.”

“Commercial message” means a message that proposes a commercial transaction or pertains primarily to the economic and commercial interests of the message sponsor and/or the sign audience.

“Construction site sign” means a sign that is displayed on the site of a construction development project during the period of time of actual construction.

“Digital display” means display methods utilizing LED (light emitting diode), LCD (liquid crystal display), plasma display, projected images, or any functionally equivalent technology, and which is capable of automated, remote or computer control to change the image, either in a “slide show” manner (series of still images), or full motion animation, or any combination of them.

“Director” means the City Manager or designee.

“Directional sign” is a sign used to provide directions to pedestrians and vehicular traffic.

“Election period” means that period of time which begins 60 days before a special, general, or primary election in which at least some registered voters in the City are eligible to vote, and ends ten days after such election.

“Establishment” means any legal use of land, other than long-term residential, which involves the use of structures subject to the Building Code. By way of example and not limitation, this definition includes businesses, factories, farms, schools, hospitals, hotels and motels, offices and libraries, but does not include single-family homes, mobile homes, residential apartments, residential care facilities, or residential condominiums. Multi-unit housing developments are considered establishments during the time of construction; individual units are not within the meaning of establishment once a certificate of occupancy has been issued or once a full-time residency begins.

“Establishment premises” means a specific occupancy within a building or upon a parcel of land, typically having a specific address and discrete entrance(s) and exit(s) so as to maintain a specific identity and location.

PROPOSED ORDINANCE

“Flag” means a piece of fabric or other flexible material, usually rectangular, of distinctive design, used as a symbol.

“Freestanding sign” means a sign which is principally supported on the ground by one or more uprights, braces, poles, pylons or other similar structural components. This category includes both monument and pole signs.

“Frontage” when used as a measurement reference of a building or establishment premises, shall refer to the distance between the two most distant corners of a building measured in a straight line along the building face bordering the adjoining street. See Glossary pertaining to frontage when made applicable to a parcel of land. The term also refers to the elevation of a building that abuts or adjoins a private or public right-of-way or parking lot.

“Garage sale sign” means a sign whose message concerns short-term rummage, estate, boutique or garage sales of used or handmade common household items from a residential property.

“General advertising,” also known as “general advertising for hire,” means the enterprise of advertising or promoting other businesses or causes using methods of advertising, in contrast to self-promotion or on-site advertising.

“Height” means the distance measured vertically from grade to the highest point or portion of the object to be measured or height limited.

“Illegal sign” means a sign that was installed without proper City or other required approvals and/or permits at the time it was initially installed, and which has not been legalized by later action. This definition also includes a sign that was erected in conformance with all applicable laws, rules, and regulations in effect at the time of installation, but which was subsequently altered so as to be out of compliance with applicable law, including the terms of permits which authorized construction. All signs described in Business and Professions Code section 5499.1 and defined therein as an “illegal on-premises advertising display” are also within this definition.

“Illuminated sign” means a sign whose message is made readable by internal or external lights or light emitting diodes (or functionally equivalent technology), typically (but not necessarily) during hours of darkness.

“Install” or “installation” includes but is not limited to the act by which a sign is constructed or placed on land or a structure, or the act of attaching, painting, printing, producing, or reproducing, or using any other method or process by which a visual message is presented or placed upon a surface.

PROPOSED ORDINANCE

“Legal nonconforming sign” means a sign that complied with all applicable laws, rules and policies at the time of installation, and which has not been expanded beyond the originally applicable rules, but which does not conform to currently applicable law and rules.

“Mobile billboard” means a sign on a wheeled conveyance (whether motorized or not) or water craft, including those which carry, convey, pull or transport any sign used for general advertising for hire. The term does not include vehicles and vessels that display identification information concerning the usual business or regular work of the vehicle/ vessel owner (not including general advertising).

“Motor fuel price sign” means a sign of the type described and required by Business and Professions Code section 13530 *et seq.*

“Monument sign” means a low-profile freestanding sign supported by a structural base or other solid structural features other than support poles, which may contain copy on more than one side.

“Mural” or “mural-type sign” means a sign painted on the exterior wall of a building consisting of graphics or images, either alone or in combination with letters. Murals or mural-type signs, including those described as artistic murals, shall be treated as any other sign subject to the signage area requirements.

“Non-commercial message” means a constitutionally protected message that addresses topics of public concern or controversy such as, by way of example and not limitation, politics, religion, philosophy, science, art or social commentary.

“Offsite sign” means a sign that advertises commercial products, accommodations, services or activities not provided in or on the property or premises upon which it is located. The on-site/off-site distinction does not apply to non-commercial messages.

“Onsite sign” means a sign that advertises the commercial business, accommodation, services or activities provided on the premises on which the sign is located, or is expected to be provided in the near future, such as “coming soon” movie posters. In the case of developments subject to a master sign program, all establishments subject to the program are considered on-site whenever located within any location subject to the program. All establishments within a shopping center are on-site as to any sign(s) also located within that shopping center. The on-site/off-site distinction does not apply to non-commercial messages.

“Outdoors” means a location on undeveloped property or the exterior of a building or structure.

“Parcels” or “property” or similar references or descriptions mean parcels defined or delineated by assessor parcel numbers maintained by the County tax assessor or as defined in the Glossary of this Code.

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“Pennant” is a banner with three sides, or swallow-tail form.

“Permanent sign” means a sign that is solidly attached to a building, structure, or the ground by means of mounting brackets, bolts, welds, or other combination of attachment methods, thereby rendering the sign non-moveable or difficult to reposition without the use of machinery, cutting devices, or mechanical devices. See also “temporary sign.”

“Pole sign” means a permanently mounted, freestanding sign which is supported above the ground by one or more uprights, braces, poles, or other similar structural components.

“Projecting sign” is any sign which projects beyond a building face and uses a wall or vertical element of a building as its main source of support. The term includes a double-faced sign that is installed more or less perpendicular to the face of a building so as to allow a message to be viewable from either side. The term does not include signs that are installed along the face of a building and that are completely attached to the face of a building.

“Real Estate Sign” means any sign whose message concerns a proposed economic transaction involving real estate, including all signs described in Civil Code 713.

“Residential Sign” means a sign displayed on a legal, individual dwelling unit. The term does not apply to management offices of apartment complexes or mobile home parks, or to hotels, motels, inns or other places of transient occupancy.

“Responsible Party” means the permittee, property owner, or owner or person in charge of the sign.

“Rooftop sign” or “Roof-mounted sign” means a sign that extends above the ridgeline of the roof of a building or a sign attached to any portion of the roof of a building.

“Safety Codes” refers to the Building, Electrical, Plumbing, Grading and similar codes which ensure safe construction.

“Shopping center” shall mean a group of commercial buildings as defined in the Glossary.

“Sign” as used in this Chapter, generally means the public display of any visually communicative image placed on public display and visible from the exterior of any portion of the public right of way or place open to passage by the public. Notwithstanding the generality of the foregoing, the term “sign” does not include:

1. Aerial banners towed behind aircraft;

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2. Architectural features – decorative or architectural features of buildings (not including lettering, trademarks or moving parts), which do not perform a communicative function (examples include color stripes around an office building or retail store);
3. Automated Teller Machines (ATM’s), when not used for general advertising;
4. Cornerstones and foundation stones;
5. The legal use of fireworks, candles and artificial lighting not otherwise regulated by this chapter;
6. Grave markers, gravestones, headstones, mausoleums, shrines, and other markers of the deceased;
7. Historical monuments, plaques and tablets;
8. Holiday and cultural observance decorations displayed in season, including inflatable objects, on private residential property which are on display for not more than 45 calendar days per year (cumulative, per dwelling unit) and which do not include commercial messages;
9. Inflatable gymnasiums associated with legal residential uses – inflatable, temporary, moveable, gymnasium devices commonly used for children’s birthday parties, and similar devices (also called “party jumps” or “bounce houses”);
10. Interior graphics – visual communicative devices that are located entirely within a building or other enclosed structure and are not visible from the exterior thereof;
11. Manufacturers’ marks – marks on tangible products, which identify the maker, seller, provider or product, and which customarily remain attached to the product even after sale;
12. Mass transit graphics – graphic images mounted on duly licensed and authorized mass transit vehicles that legally pass through the city;
13. News racks, newspaper vending devices and newsstands;
14. Personal appearance: makeup, masks, wigs, costumes, jewelry, apparel and the like, unless it constitutes a commercial mascot;
15. Safety warnings on motorized or electrified equipment;

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16. Searchlights used as part of a search and rescue or other emergency service operation (this exclusion does not apply to searchlights used as attention attracting devices for commercial or special events);
17. Shopping carts, golf carts, horse drawn carriages, and similar devices (any motorized vehicle which may be legally operated upon a public right-of-way is not within this exclusion);
18. Symbols embedded in architecture – symbols of non-commercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal, by way of example and not limitation, such symbols include stained glass windows on churches, carved or bas relief doors or walls, bells and religious statuary;
19. Vehicle and vessel insignia – on street legal vehicles and properly licensed watercraft: license plates, license plate frames, registration insignia, non-commercial messages, messages relating to the business of which the vehicle or vessel is an instrument or tool (not including general advertising) and messages relating to the proposed sale, lease or exchange of the vehicle or vessel.
20. Vending machines, automated intake devices and product dispensing devices which do not display off-site commercial messages or general advertising messages;
21. Window displays – the display of merchandise in a store window, when such merchandise is immediately available for purchase.

“Signage” is the collective noun for all signs on a given parcel, lot or location, or within a stated classification;

“Sign area” means that portion of a sign which consists of visually communicative copy, including the advertising surface and any framing, trim, or molding but not including the supporting structure, measured one side only, provided that the angle between faces for two-sided signs does not exceed 30 degrees.

“Sign copy” means the visually communicative elements, including but not limited to words, letters, numbers, designs, figures or other symbolic presentation incorporated into a sign with the purpose of attracting attention to the subject matter or message.

“Sign face” means the portion of a sign that is available for displaying sign copy, together with any frame, color, panel, ornamental molding, or condition which forms an integral part of the sign copy and which is used to differentiate such sign copy from any wall or background against

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which it may be placed. Those portions of the supports, uprights or base of a sign that do not function as a sign shall not be considered as part of a sign face.

“Sign height” means the vertical distance of a sign from the uppermost point used in measuring the sign area to the ground immediately below such point or to the level of the upper surface of the nearest curb of a street or alley (other than a structurally elevated roadway), whichever measurement permits the greater elevation of the sign.

“Special Event” means an activity or event that occurs rarely or irregularly, is open to the public, and is of a duration not exceeding 7 days. Any event that is subject to a Temporary Use Permit will be considered within this definition. By way of example and not limitation, special events include circus or carnival runs, 4th of July Festival, Easter Egg Hunt, Relay for Life, Christmas Tree Lighting, parking lot sales at shopping centers and malls, holiday celebrations, Auto Heritage Day, *etc.*

“Temporary message” means a message that pertains exclusively to an event which occurs on, or ends on, a particular day.

“Temporary sign” means a sign that is constructed of lightweight or flimsy material, and is easily installed and removed using ordinary hand tools. Any sign that qualifies as a “structure” under the Building Code is not within this definition.

“Visibility triangle” means at the intersection of any two or more streets, that area extending horizontally 50 feet from the corner of the intersection and vertically, from a height of three feet to a height of eight feet.

“Visible to the exterior” refers to the placement of a sign or banner within the interior first eight feet of a commercial or industrial building or structure in such a manner so that it or its message is readily visible on an immediately contiguous public right-of-way, parking lot, or parcel. To be visible does not require that the message be understandable or readable.

“Wall sign” means a sign that is attached to, erected against or painted on the wall of a building or other vertical structure.

“Warning sign” means a sign that is posted to provide notice of danger, such as “Beware of Dog,” “Railroad Crossing,” “Danger High Voltage” or noting the location of underground utilities.

“Window sign” means a sign that is painted or mounted on a window pane, or that is mounted within five feet of a window and oriented for viewing by exterior passersby.

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“Zone” refers both to the zone classifications given in 18.20.020, and to the specific areas or districts to which a given zoning classification applies.

18.47.050 SIGN PERMITS, OTHER SIGN-RELATED DECISIONS, APPEALS

A. Sign Permit Generally Required

Unless exempted from the sign permit requirement, all signs regulated by this Chapter may be installed, maintained, erected, or displayed only pursuant to sign permit pursuant to this Chapter, and a finding of compliance is made by the Planning Division, using the design criteria identified in this Chapter and other applicable regulations. A sign permit may be approved subject to conditions, so long as those conditions are required by this Chapter or some other applicable law, rule or regulation.

B. Compliance Required

No permit shall be issued for any sign or sign structure except in compliance with the provisions of this Chapter. A sign permit may be subject to compliance with permitting requirements imposed by other sources of law, including the safety codes for building, electrical, plumbing, grading, etc. Where there is a conflict between the provision of this Chapter and other applicable regulations, the more restrictive shall apply.

C. Right to Permit or Display

When any sign permit application is complete and fully complies with all applicable provisions of this Chapter, and all other applicable laws, rules and regulations, the permit shall be approved and issued within the required time. In the case of signs which are exempt from the sign permit requirement, there is a right to erect, display and maintain such signs as are authorized by this Chapter, subject to the applicable rules. This “right to permit” provision does not apply when the relevant city law is under active consideration for amendment at the time the application for a sign permit is submitted, or when the rules or regulations relevant to the application are changed prior to the expiration of the time for decision.

D. Legally Existing Signs; Alterations

Signs legally existing prior to the effective date of this Chapter shall be exempt from the sign permit requirement unless a structural alteration is made, the sign area or any other point of nonconformity is enlarged or expanded, or there is some other change in the structural elements of the sign. Structural alterations and expansions require a sign permit.

E. Review

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All sign permit applications shall be initially reviewed by the Director. In the case of any discretionary permit in which signage is included, such as a master sign program, a specific plan including signs, a variance, or an appeal, the Director shall prepare a report for the body which shall hear the matter, the Planning Commission or City Council. The report may, but is not required, to include recommendations.

F. Application for a Sign Permit

Any person seeking a sign permit for a sign shall submit to the Director a written application for such. The Director shall prepare a sign permit application form and provide it to any person on request, along with such other materials and information as applicants need to submit for a permit. The same form may be used for both the application and the decision thereon. A single form may be used for multiple signs on the same site; however, the Director may make separate decisions as to each sign. A sign permit application is complete only when it is accompanied by the appropriate application fee, in an amount set by resolution of the City Council.

G. Application Contents

The sign permit application form may call for the following information:

1. Name, address and telephone number of the applicant and, if applicable, the name, address, and telephone number; when the applicant is not the holder of legal title to the property, consent to the installation of the sign by the person(s) or entities who hold legal title and the present right of possession and control of the property; when the sign is proposed to be installed by a sign contractor, the name, address, contact information, and the license number, if any, of the contractor;
2. As to the proposed location for the sign, multiple sets of a fully dimensioned Site Plan (drawn to scale) indicating the street address, Assessor's Parcel Number, zone classification, all property lines, public and private street lines (including center lines), structures, easements, utility poles and wires, and the location and size (in square feet) of all existing and proposed signs;
3. As to existing signs already on parcel, information as to whether each is permitted or exempt from permitting;
4. Accurate and scaled building elevation showing existing and proposed building signs; including existing and proposed sign area of each individual sign and the combined area of all signs (including those already

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existing or previously permitted) in relation to the maximum allowed sign area;

5. A statement as to whether the sign is intended to be used in whole or in part for off-site commercial messages, advertising for hire or general advertising;
6. A statement or graphical description as to whether the proposed sign, or any part of it, is proposed to utilize any of the following physical methods of message presentation: sound; odor, smoke, fumes or steam; rotating, moving or animated elements; activation by wind or forced air; neon or other fluorescing gases; fluorescent or day-glow type colors; flashing or strobe lighting; light emitting diodes, liquid crystal displays or other video-like methods; digital display technology; use of live animals or living persons as part of the display; mannequins or statuary;
7. A statement as to whether the property or parcel on which the sign is proposed to be erected or displayed, or any currently existing sign thereon, is the subject of any outstanding notice of zoning violation or notice to correct, including whether any such deficiencies are to be remedied by the proposed application;
8. Photographs of the existing property, parcel and/or building on which the sign is proposed to be erected or displayed;
9. In the case of any proposed sign which is subject to a discretionary process, such as a variance, conditional use permit, or sign program, all information required by such process(es);
10. The Director is authorized to modify the list of information to be provided on a sign permit application; however, additions may be made only after thirty (30) days public notice. The Director is also authorized to request, require or accept application materials, in whole or in part, in electronic form, and to specify the acceptable computer formats for such submissions.

H. Completeness

As the first step in processing a sign permit application, the Director shall determine whether the application is complete. If the application is not complete, the applicant shall be so notified in person or in writing initially within 30 days of the date of receipt of the application; the notice of incompleteness shall state the points of deficiency and identify any additional information

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necessary. The applicant shall then have thirty (30) calendar days, to submit additional information to render the application complete.

I. Disqualification

No sign permit application will be approved if:

1. The applicant has installed a sign in violation of the provisions of this Chapter and, at the time of submission of the application, each illegal or non-permitted sign has not been legalized, removed or a cure included in the application;
2. There is any other existing code violation located on the site of the proposed sign(s) (other than an illegal or nonconforming sign that is not owned or controlled by the applicant and is located at a different establishment) which has not been cured at the time of the application, unless the noncompliance is proposed to be cured as part of the application;
3. The sign application is substantially the same as an application previously denied, unless: (i) twelve (12) months have elapsed since the date of the last application, or (ii) new evidence or proof of changed conditions is furnished in the new application;
4. The applicant has not obtained any applicable required use permit or conditional use permit. However, applications for such permits may be processed simultaneously with a sign permit application.

J. Applications for Multiple Signs

When an application proposes two or more signs, the application may be granted either in whole or in part, with separate decisions as to each proposed sign. When a multiple sign application is denied in whole or in part, the Director's written notice of determination shall specify the grounds for such denial.

K. Discretion

When discretion is authorized for a master sign program or site plan review, that discretion may be exercised only as to location, structural and safety factors, and not as to message content, graphic design or artistic merit. Permissible factors for consideration include: style or character of existing improvements upon the site and lots adjacent to the site; construction materials; number and spacing of signs in the area; the sign's height, design, and location in relation to its

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proposed use; form, proportion, scale, overall sign size; potential effect of the proposed sign on driver and pedestrian safety; potential blocking of view (whole or partial) of a structure or facade or public view of historical or architectural significance; potential obstruction of views of users of adjacent buildings.

L. Master Sign Programs

Permit applications for Master Sign Programs as part of planned commercial, office-professional and industrial development shall include the above information as part of a Site Development Plan or Specific Plan. When approval is sought for a development that includes one or more signs, then the sign aspects of the proposed development must satisfy the applicable provisions of this Chapter. In addition, when a development project will have 6 or more leased spaces, it must also comply with the Master Sign Program requirements set forth in Section 18.47.130. Such proposals may be reviewed by the Director and shall be decided by the Planning Commission. In preparing a report for the Planning Commission, the Director may, but is not required to, make recommendations.

M. Revocation or Cancellation

The Director may revoke any approval or permit upon refusal or failure of the permittee to comply with the provisions of the permit and the requirements of this Chapter, after written notice of noncompliance and at least fifteen (15) calendar days opportunity to cure. However, opportunity to cure does not apply when a sign, by virtue of its physical condition, constitutes an immediate and significant threat to public safety.

N. Permits Issued in Error

Any approval or permit issued in error may be summarily revoked by the Director upon written notice to the permittee, stating the reason for the revocation. "Issued in error" means that the permit should not have been issued in the first place and includes but is not limited to omissions, errors or misrepresentations in the application materials, and oversights or errors in the processing thereof.

O. Inspections

All signs subject to one or more safety permits (building, plumbing, electrical, grading, etc.) require final inspection and approval by the Building Official.

P. Sign-Related Decisions

Challenges or objections to sign-related decisions, notices and orders, other than approval or denial of a sign permit, do not require a particular form, but must be in writing, signed by the

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applicant or challenger, and particularly state the matter challenged and the grounds therefore. Challenges shall be made to the Director within 30 days of the date of the decision, notice, and/or order. Challenges and objections to sign-related decisions not made in accordance with these procedures shall not be eligible for appeal.

Q. Levels of Review; Order of Review

Except for signs subject to initial review by the Planning Commission, initial review and decisions on all sign permit applications shall be by the Director unless otherwise stated herein; appeal is first to the Planning Commission and then to City Council.

R. Safety Codes

When a proposed sign, by virtue of its physical, structural, location, and other non-message factors, is subject to any permits or requirements under the safety codes, then satisfaction of such requirements shall be a condition of the sign permit.

S. Permit Denial

When a sign permit application is denied, the denial shall be in writing and sent or delivered to the address shown on the applicant's application form, and shall specifically state the grounds for denial.

T. Timely Decision

At each level of review or appeal, the decision shall be rendered in writing within 30 calendar days. The time period begins running when an appeal, challenge or objection is received, the application is complete (or is deemed complete because no notice of incompleteness has been given), an amendment is received, or the notice of appeal has been filed, whichever applies. The timely decision requirement may be waived by the applicant or appellant. If a decision is not rendered within the required time, then the application or appeal shall be deemed denied; in the case of an appeal, the lower level decision shall be deemed affirmed.

U. Appeal

Any decision regarding a sign permit application or other sign-related decision may be appealed by any affected person. Notices of Appeal and challenges and objections to sign-related decisions must be filed with the City Clerk within thirty calendar days of the decision; if City offices are not open on the thirtieth day, then the time period is extended to the next day City offices are open to the public. Appeals shall be heard by the Planning Commission. The decision of the Planning Commission may be appealed to the City Council pursuant to 18.12.060, as augmented by this Chapter. The appeal right arises at the earliest of: a) the date of the written

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decision that is delivered to the applicant, or b) the time for decision has run without a written decision. The Notice of Appeal, Objection or Challenge must state specifically the matter appealed from and the grounds for appeal. Notices of Appeal must be signed by the appellant or their authorized agent, representative, or attorney.

V. Status Quo

During the pendency of review or appeal, the status quo of the subject sign(s) shall be maintained. This does not apply whenever a sign, by virtue of its physical condition, constitutes an immediate threat to public safety.

W. Judicial Review

Following final decision by the City Council, any affected person may seek judicial review of the final decision on a sign permit application or other sign-related decision pursuant to the applicable provisions of the California Code of Civil Procedure.

X. Notices

Written notices by the City, required within this Chapter, shall be deemed given on the earliest of the following: when personally delivered, when publicly posted, or on the day of mailing. Notices are deemed effective when sent to the last known address of the addressee.

18.47.060 SIGNS EXEMPT FROM SIGN PERMIT REQUIREMENT

The signs listed in this section are exempt from the requirement of prior approval (either by sign permit or site plan review), but still subject to the rules stated in this Chapter. When any residential sign meets the definition of “structure” in the Building Code, or is electrified, then compliance with all safety codes (building permits, electrical permits, *etc.*) is required. Signs may also be exempted from the sign permit requirement by other sections of this Chapter, other chapters of this code, or other bodies of law.

- A. Residential Signs. All legal residential dwelling units are allowed a defined maximum cumulative display area, which is available at all times, subject to:
 - 1. Physical types: residential signs may be free standing or mounted on doors, walls, or fences; flag poles not exceeding 25 feet cumulative of linear footage; roof-mounted signs are prohibited;
 - 2. Permissible message types: any variety or combination of constitutionally protected noncommercial speech (including but not limited to political / election signs); real estate signs (must be removed not more than five days

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after the proposed economic transaction is completed, or the property goes off the market); garage sale signs compliant with the other provisions in the Municipal Code addressing garage sales which is currently set forth at Section 7.21.060; construction site signs;

3. Prohibited message types: commercial messages other than those specified in the preceding subsection; general advertising for hire; any message whose public display is illegal;
4. Maximum display area: 16 square feet per parcel at all times; except during the Election Period this allowance may be increased up to 32 square feet per parcel per street frontage visible from the public right of way. The maximum display area is the cumulative total of all signs that are subject to the area limit. Not included within with the cumulative total: indicators of street address and occupants' name(s), visual images mounted on the ground (*i.e.*, door mats);
5. Illumination: special illumination of residential signs is prohibited; residential signs may be illuminated only by natural and legal ambient lighting;

B. Construction Site Signs, subject to:

1. On single-family residential properties, construction site signs shall be no larger than 20 square feet per street frontage;
2. For all other construction projects: maximum display area for signs shall be no greater than 50 square feet per frontage;
3. Construction site signs must be removed prior to final inspection or before issuance of a certificate of completion or certificate of occupancy, as applicable;
4. Illumination: prohibited.

C. Signs required or authorized by other bodies of law or court orders;

D. Signs required by the fire department to designate fire lanes;

E. Nameplate identification signs and combination name plates and address signs with letters that do not exceed three inches in height, are not illuminated, and do not exceed four square feet in area;

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- F. Window signs that do not exceed 15% of the area of a window or 12 square feet, whichever is less;
- G. Warning signs such as "no parking," "watch dogs," "private property," and "security service" that are not illuminated, do not exceed one square foot in area each, and do not project over a public right-of-way. No more than three of these signs shall be allowed per premises;
- H. Bulletin boards, provided they do not exceed sixteen square feet in area, do not project over a public right of way, and are not illuminated;

18.47.070 PROHIBITED SIGNS

The signs listed in this section are prohibited in all zones and at all times unless explicitly authorized or allowed by another provision of this Chapter, another chapter of the code, or other applicable law.

1. New billboards, conversion of existing billboards to digital or dynamic or tri-vision display, expansion of the display face of any existing billboard (except as authorized by state law), and the installation of an additional display face to an existing billboard structure;
2. Mobile billboards, but not including taxis or shuttle vehicles or public transportation vehicles that legally pass through the city;
3. Signs mounted on roofs, water towers, radio, television, or cell phone towers;
4. Signs mounted on fences;
5. Signs mounted on trees, bushes, or vegetation;
6. Signs placed on property (public or private) without consent of the property owner or other party holding the present right of possession and control;
7. Signs that obstruct any window, door, gate or opening used or required as a means of regular ingress or egress, legal light or ventilation, as a fire escape or other emergency access or escape;
8. Signs displayed on vacant or undeveloped lots;

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9. Signs whose intensity of illumination or size, shape or location interferes with the safe operation of a vehicle or creates distraction to the operator of a wheeled vehicle on adjoining public streets;
10. Signs mounted in such a manner as to obstruct the free flow of vehicular or pedestrian traffic;
11. Signs that are confusingly similar to authorized, official traffic and pedestrian control signs, even though they are in fact not traffic control signs;
12. Signs using animation, flashing, blinking, or intermittent light exceeding any of these operational parameters:
 - a. Illumination equivalent to incandescent light bulbs of sixty watts maximum per bulb;
 - b. Flashes or blinks more than 15 times per minute;
 - c. Chaser lights;
 - d. High intensity neon lights, tubes and flashing lights are prohibited on animated and flashing signs;
 - e. Rotating beacon lighting elements.
13. Advertising or attention-getting devices that are inflatable, float in air or water, or are activated by wind or forced air;
14. Temporary signs displaying off-site commercial messages or used for general advertising for hire, unless required by state law;
15. Signs placed in the public right-of-way, unless explicitly allowed by Chapter 13.28.
16. Signs mounted on motor vehicles parked in the public right of way.

18.47.080 PERMANENT SIGNS

Unless specifically exempted herein, all permanent signs require a sign permit. The following three types of signs are categorically exempt from this sign permit requirement: 1) signs installed and displayed pursuant to court order, statutory requirement or authorization; 2) signs on

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residential properties; 3) signs posted by any governmental entity in the execution of its official duties.

A. SIGNS LESS THAN SIX SQUARE FEET

The display on any non-residential parcel of any single sign or banner that is less than six square feet in area is allowed and is exempt from obtaining a sign permit.

B. DIRECTIONAL SIGNS

Directional signs which do not exceed a total of three square feet in size per sign, and total area combined does not exceed nine square feet per parcel, are allowed and are exempt from obtaining a sign permit.

C. FREESTANDING SIGNS

A maximum of two freestanding or monument signs, not to exceed a total of one hundred square feet, are allowed, subject to a sign permit, for single-family subdivisions, multi-family developments, and mobile home parks.

D. FLAGS

On residential land uses, a total of 24 square feet of flag area may be displayed at any and all times; on non-residential land uses, a total of 40 square feet of flag area may be displayed at any and all times. The number of flag poles is limited to cumulative linear footage as follows: 25 feet on residential lots and 35 feet on all other parcels or lots. Flag poles intended for permanent use are subject to appropriate building permits.

E. PERMANENT SIGNS IN COMMERCIAL, INDUSTRIAL, MIXED-USE AND INSTITUTIONAL ZONES

Except in shopping centers (where special rules, stated in the next subsection, apply) and public assembly uses (to which special rules, stated below, apply), permanent signs may be installed on or along the face of a building in commercial zones and commercial uses in a mixed-use zone, and industrial or institutional zones, subject to the following:

1. Signs exceeding twenty five square feet in display area:
 - a. Maximum number: one sign per establishment premise per frontage along a street, freeway, or parking lot;

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- b. Sign area on the primary frontage shall not exceed 30 percent of the area of the building face or four square feet of sign for each linear foot of building face along that frontage, whichever is greater;
 - c. Sign area on a secondary frontage shall not exceed 15 percent of the area of the building face or two square feet per linear foot of secondary frontage, whichever is greater;
 - d. The sign face shall not be located, such as by a cabinet, deep lettering, or architectural feature, more than 18 inches from a building face.
2. Permanent signs with 25 square feet or less of display area in Commercial, Industrial, Institutional, Mixed-Use and Multi-Family Zones:
 - a. Location: only in windows or along the face of a building;
 - b. Maximum total cumulative area: not exceeding ten percent of the wall or elevation on which the sign is placed;

F. PERMANENT SIGNS IN SHOPPING CENTERS

Permanent signs for establishments within a shopping center shall be limited to one per establishment premises per frontage on a common walkway, parking lot, driveway, alleyway, street, or freeway. The size and placement of these signs shall conform with the standards specified for Permanent Signs in Commercial, Industrial, Mixed-Use and Institutional Zones (Subsection 18.47.080(E)) as well as standards that may be applied through any required City Council or Planning Commission approval, including but not limited to a conditional use permit, planned development permit, specific plan, or variance.

G. PUBLIC ASSEMBLY USES.

On property used for public assembly, with periodically changing programs, the following signs may be installed and displayed, subject to a sign permit:

1. Wall sign: one wall mounted sign not to exceed twenty square feet in area per street frontage or parking lot frontage; and
2. One freestanding changeable copy directory sign not to exceed six feet in height and twelve square feet in area per street frontage or parking lot frontage shall be allowed;

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3. Provided, however, that the signs shall be architecturally related to the structure to which they are appurtenant;
4. Number Limit: No more than two wall-mounted signs plus no more than two freestanding signs.

H. POLE OR MONUMENT SIGNS IN COMMERCIAL, INDUSTRIAL, MIXED-USE, AND INSTITUTIONAL ZONES

Pole-mounted or freestanding signs are allowed subject to a sign permit in the commercial and industrial zones and non-residential uses in a mixed-use zone, subject to:

1. Number Limit: Pole signs or monument signs shall be limited to one sign per frontage on street, freeway, or parking lot, and may include a cluster sign identifying individual businesses on the parcel(s);
2. Display Area Limit:
 - a. The total area of any sign installed along the primary frontage shall not exceed four square feet per lineal foot of property on the primary frontage;
 - b. The total area of any sign installed along each secondary frontage shall not exceed two square feet per lineal foot of property on the secondary frontage;
3. Location: Sign structures shall not be placed within the required setback area applicable to that zone, except that projecting signs may protrude into or overhang a maximum distance of one-half of the setback.
4. Height Limit: Pole signs may be 1½ feet high for each 1-foot away from the centerline of the street on which the sign is located, but in no case exceeding:
 - a. MXC 1 & MXD 1 zones - 50 feet;
 - b. MXC 2 & MXD 2 zones - 50 feet. Signs exceeding 50 feet may be allowed if located near a freeway and approved by the Planning Commission as compatible with the other uses near the site;
 - c. CA & CS zones - 50 feet. Signs exceeding 50 feet may be allowed, up to a maximum of 75 feet, if located near a freeway and approved by the Planning Commission as compatible with the other uses near the site;

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- d. Industrial zones - 70 feet.
- e. Institutional zones – 50 feet.

I. ROTATING SIGNS IN COMMERCIAL AND INDUSTRIAL ZONES

Signs that rotate are restricted to no more than eight revolutions per minute. Rotating signs are allowable only in commercial and industrial zones.

J. PROJECTING SIGNS IN COMMERCIAL, INDUSTRIAL, MIXED-USE, AND INSTITUTIONAL ZONES

Projecting signs may be installed and displayed, subject to a sign permit, in all commercial, industrial, mixed-use, and institutional zones, subject to:

1. Projecting signs shall not project over any public right-of-way, including streets or alleys, except as provided in Subsection D, below;
2. The maximum height of any projecting sign shall be 12 feet, and may project above any eave or parapet of less than 12 feet in height, but may not project inward over any such eave or parapet.
3. Maximum display area for all sides: 32 square feet.
4. Projecting signs may project over street parkways and required setback areas a maximum of one-half of the street parkway or setback width. For the purpose of this section, "street parkway" is defined as that part of the public street right-of-way lying between the front property line and the edge of the roadway.
5. Number limit: No more than one projecting sign shall be placed on each street frontage per business premises.
6. Qualification: A projecting sign shall be permitted only in lieu of a freestanding or marquee sign, and may not be utilized in addition to a freestanding or marquee sign.
7. Design: Projecting signs shall be supported so as to appear to be an architectural and integral part of the building. The sign shall be free of any extra bracing, angle iron, guy wires, or cables.

K. DIGITAL DISPLAY SIGNS

PROPOSED ORDINANCE

Signs using digital display are allowed in the following zones: industrial, commercial, and mixed-use districts, subject to a sign permit, and subject to:

1. Maximum height: the same rule that would apply to the same sign if it were not using digital display;
2. Minimum requirement: digital display must be part of a master sign program;
3. Maximum display area:
 - a. For properties that front on arterial roadways, the digital display portion of the sign structure shall not exceed 25% of the allowable display area;
 - b. For properties that front on highways, the digital display portion of a sign shall not exceed 50% of the allowable display area;
 - c. Maximum Number: No more than one sign using digital display may be permitted on a site. The electronic message display may be single-faced or double-faced.
 - d. Signs using digital display may not project moving images or images that appear to move; each still image must be on display a minimum of 8 seconds; transitions between still images shall not exceed one second.
 - e. Light Intensity: each sign using digital display shall include a photometric sensor that will adjust the intensity of the sign for daytime and nighttime viewing. The nighttime intensity shall be limited to 0.3 foot-candles (over ambient levels) as measured at a preset distance as established by the Lewin Report as prepared for the Outdoor Advertising Association of America (OAAA). The city may modify or further restrict the intensity of any DAD display should the lighting create a distraction to drivers or an adverse effect on nearby residential property.
 - f. Operational Hours: the digital display portion of any sign shall not be operated between the hours of 10:00 p.m. and 7:00 a.m.

PROPOSED ORDINANCE

- g. Signs using digital display shall be shielded or the light intensity reduced as necessary to prevent annoying glare impacting surrounding properties.
- h. All new signs using digital display, which are not attached to a building, shall be mounted on one support column only.
- i. Signs using digital display may be located on the wall of a building, provided the sign does not obscure any of the building's windows, architectural features, or other architectural details.
- j. No sign using digital display may be placed within one mile of another sign using digital display on the same side of a highway. No sign using digital display may be placed within 1000' of another digital display on any street.
- k. Signs using digital display are limited to noncommercial messages and onsite commercial messages; such signs may not be used as billboards or for purposes of general advertising for hire.

18.47.090 TEMPORARY SIGNS

All temporary signs must have attached to them contact information for the persons and/or entities placing the signs on public display. Such information must include, at a minimum, the name of the person(s) and/or entities, and currently valid contact information such as phone number, mailing address, or email address. The purpose of this requirement is to give the City a way to contact persons who exceeded the time limit or other rules regarding display of certain signs, and give them an opportunity to cure the violation. The contact information must be in an easily readable, common typeface, such as Times New Roman, Garamond, Helvetica, Arial, or similar. Type size must be at least ten point.

A. Construction Site Signs

Temporary signs may be installed and displayed on construction sites without permit, subject to:

1. The maximum total area for signs at single-family residential construction projects shall be 20 square feet per street frontage;
2. The maximum area of signage at other construction projects shall be 50 square feet per street frontage;

PROPOSED ORDINANCE

3. For any request for square-footage exceeding the limits set forth in Subsections A.1. and A.2., a temporary use permit is required, the granting or denial of which shall be based solely on objective criteria such as time, location, and size;
4. All signs must be removed prior to and as a condition of the final inspection and approval of the project.

B. Temporary Signs Regarding Real Property Offered For Sale or Lease

Temporary signs may be installed and displayed on real property that is currently offered for sale or lease, or otherwise pursuant to Civil Code 713, without a sign permit, subject to:

1. A maximum of two temporary signs may be installed on developed or undeveloped property, with the following requirements and specifications for the sign:
 - a. The maximum area of signage allowed by this section per parcel per street frontage in commercial, industrial, mixed-use, multi-family, or institutional zones shall be 50 square feet;
 - b. These signs shall not be specially illuminated;
 - c. Such signs shall be removed within ten days following the lease or sale of the premises on which the sign is displayed.

C. Temporary Signs For Special Events

Temporary signs may be installed and displayed when related to and for the duration of thirty (30) days prior and five (5) days after a special event, subject to:

1. Special Event Signs in Commercial, Industrial, Multi-family, Mixed-use and Institutional zones
 - a. Temporary signs which do not cumulatively exceed 32 square feet in display area per street frontage, are allowed subject to a special event permit;
 - b. Temporary signs, except flags and banners, shall not be fastened directly to the exterior wall or face of any building. Temporary signs may be displayed in windows or on display boards, provided the combined total area of all signs does not exceed ten percent of

PROPOSED ORDINANCE

the area of the building face upon which the signs are mounted.
(See Section 18.47.120 for restrictions on flags and banners.)

D. Temporary Signs in Residential Zones

Refer to Section 18.47.060 for signs in residential zones.

18.47.100 VEHICLE SIGNS

Buses and taxis that legally traverse the public streets may display advertising; however, mobile billboards are prohibited on public streets and parking spaces.

18.47.110 MURALS

Murals or mural-type signs, including those described as artistic murals, shall be treated as any other sign subject to signage area requirements.

18.47.120 FLAGS, BANNERS, AND PENNANTS

- A. Permit required: All banners require the approval of the planning division. In order to obtain approval, see application and drawings required at the city planning division.
- B. Auto Sales Lots

These provisions apply to all motor vehicle sales. Flags, banners and pennants may be displayed on automobile sales lots without time limitation or site plan review, provided that:

- 1. The displays are properly maintained;
- 2. Displays are limited to the perimeter of the lot;
- 3. Displays do not exceed a height of twenty-five feet above the ground;
- 4. Displays may not be used in place of a permanent sign.

C. Other Commercial and Industrial Uses

Flags, banners, and pennants may be displayed on other commercial and industrial uses for a cumulative period of sixty days within each calendar year. The time limit commences when a banner permit is issued by the planning director. The sixty-day period may be divided into two occasions per calendar year, provided the total display time does not exceed sixty days per calendar year. A banner permit fee and an administrative fee in an amount representing the anticipated city enforcement costs in causing the applicant to remove flags or banners shall be paid to the city treasurer at the time of application for site plan review. The administrative fee shall be refunded upon the verified removal of the flag or banner by the specified deadline.

PROPOSED ORDINANCE

- D. The following shall apply to all displays of commercial flags, banners, and pennants, except for displays on auto sales lots:
1. Must be removed by the owner or occupant within fifteen days after a determination by the city manager or that the display is improperly maintained or the flag, banner or pennant is tattered or worn;
 2. Shall not be larger than forty square feet (cumulative of all visible copy/image areas);
 3. Shall not be displayed in lieu of a permanent sign;
 4. Shall not be placed on a roof, placed in required yard areas, or landscaped areas;
 5. Must be compatible with the primary building's appearance;
 6. Violation of the time limits shall render the site ineligible for issuance of a permit for display of a flag, banner or pennant for a period of one year from the date that the violation is abated;
 7. The restrictions of this section shall also apply to signs and banners located within the first eight feet of the interior of commercial or industrial premises when such sign or banner is visible to the exterior.

18.47.130 MASTER SIGN PROGRAMS

A. Purpose and Applicability

The purpose of the master sign program provisions is to provide a coordinated approach to signage for National City's business districts, which include but not limited to the Harbor District, Downtown, Mile of Cars, and Plaza Bonita. Whenever a development project will have 6 or more separately leased spaces, then a master sign program is required.

B. Approval

A master sign program shall require the approval of the planning commission and the city council, after considering the proposed design standards.

C. Design Standards

PROPOSED ORDINANCE

Master sign programs shall feature a unified and coordinated approach to the materials, color, size, type, placement and general design of signs proposed for a project or property.

D. Effect of Master Sign Program

All subsequent signs proposed for a development or property subject to an approved master sign program shall comply with the standards and specifications included in the master sign program.

18.47.140 NONCONFORMING SIGNS; ABANDONED USES

Signs that were legal when first installed, and which have not been modified or expanded in a manner that was illegal at the time of modification or expansion, may continue in use, so long as there is no modification or expansion which violates the regulations of this Chapter. If the size or configuration of a parcel or building is changed by the subdivision or splitting of the property or alterations to the building or parcel, property identification signs and outdoor advertising signs on the resulting properties shall be required to conform to the sign regulations applicable to the newly created parcel or parcels, at the time such change becomes effective.

Nonconforming signs shall be removed or made conforming when the business or property changes occupancy or ownership.

A. Change of Land Use / Nonconforming Signs

When there is a change in the use of land upon which are located signs that do not conform to this Chapter, then all signs on the parcel, lot, or leasable space must be brought into conformance with this Chapter and all other applicable laws, rules, regulations and policies.

B. Abandoned Site or Building

When the use of any parcel or building is vacated, terminated, or abandoned for any reason for a period of more than ninety consecutive days, the owner or person in possession of the property shall be responsible for the physical removal of all signs on the property, building or wall(s), and for painting over the surface so as to obliterate any painted or printed signs on the building so that the copy is not visible, within thirty days following notice from the city. Removal, painting out, or obliteration shall be performed in a manner that does not create a blighting influence. Any sign that relates or pertains to an establishment that is not actually operating on the same site for a period of ninety (90) or more consecutive calendar days shall be considered abandoned. Legal nonconforming use rights are extinguished when a sign qualifies as abandoned.

18.47.150 SAFETY, MAINTENANCE, AND REFACING

PROPOSED ORDINANCE

A. Safety Codes – Compliance Required

All signs must comply with the applicable Uniform Building, Mechanical, Electrical Codes and other safety codes adopted by the City. Safety Code Permits for installation shall be obtained, when required, prior to any installation, from the director of building and safety.

B. Maintenance

All signs and their supporting structures and components shall be maintained in a state of safe condition and good repair. Signs shall be "face washed" at least once a year. Electrically energized components must bear the seal of approval of an approved testing laboratory. Broken faces and burned-out lamps, bulbs, or tubes must be replaced within thirty days from the date of notification from the City. All permanent signs shall be "face washed" at least once a year. Electrically energized components must bear the seal of approval of an approved testing laboratory. Broken faces and burned-out lamps, bulbs, or tubes must be replaced within fifteen days from the date of notification from the city.

C. Refacing

Changing the copy or refacing of a sign shall require a sign reface permit. No consideration of message content shall occur. The purpose is to maintain an inventory of signs.

18.47.160 ENFORCEMENT AND REMOVAL

A. Public Nuisance

All violations of this Chapter are declared to constitute public nuisances which may be abated by any method provided by law.

B. Enforcement

Each day of violation or non-compliance with these regulations shall be deemed as a separate offense and subject to all remedies available at law. Legal procedures and penalties shall be in accordance with the enforcement procedures established by the municipal code or state law.

C. Illegal Signs

Illegal signs may be abated by the City in accordance with its Municipal Code, state law, including but not limited to Business and Professions Code 5499.1 et. seq., or state law on abatement of public nuisances, or as otherwise provided by law.

D. Summary Abatement – Safety Hazards

PROPOSED ORDINANCE

If any sign is an immediate threat to the public health and safety by virtue of the physical condition of the sign structure, said sign may be immediately and summarily removed with the cost of such removal charged to the property owner in accordance with this Chapter.

E. Notice of Violation

Whenever any sign or part thereof, other than those causing an immediate threat to the public health and safety, constitutes an illegal sign and/or is erected or maintained in violation of this Chapter, the Director shall give written notice to all Responsible Parties to remove the sign or to bring it into compliance. The notice shall specify the nature of the violation, and give directions for a cure, which may include complete removal or replacement by a specific date. The notice shall advise the permittee, owner or person in charge of the sign of the hearing rights established by this Chapter. The date for removal specified in the written notice shall not be less than ten (10) days from the date of the mailing of the notice. The responsible party receiving notice may request a hearing as detailed in 18.47.050.

F. Removal of Uncured Violations

Whenever the Responsible Parties fail to comply with an order of the Director made pursuant to this Section, and the time for cure has elapsed without the cure being effected, the Director may remove the sign, or order it removed, either by the City's own force or by a private party under contract. The expense of the removal may be charged, jointly and severally, to any and all responsible parties. Such amount shall constitute a debt owed to the City. No permit shall thereafter be issued to any permittee, owner or person in charge of a sign who fails to pay such costs. Any costs, including attorney's fees, incurred by the City in collection of the costs shall be added to the amount of the debt.

G. Cumulative Remedies

The provisions of this Section are alternative and additional remedies for the enforcement of this Chapter. Nothing in this Section shall preclude the City from enforcing the provisions of this Chapter by any other criminal, civil or administrative proceeding.

18.47.170 Severability

The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

PROPOSED ORDINANCE

RESOLUTION NO. 2015-07

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A MUNICIPAL CODE AMENDMENT TO TITLE 18 (ZONING)
CHAPTER 18.47 OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING
TO SIGNS AND OUTDOOR ADVERTISING DISPLAYS.
CASE FILE NO. 2015-07 A**

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code, Chapter 18.47; and,

WHEREAS, the Planning Commission of the City of National City, California, considered said proposed amendment at a duly advertised public hearing held on May 4, 2015, at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearing the Planning Commission considered the staff report provided for Case File No. 2015-07 A, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

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

WHEREAS, this action is taken in an effort to be compliant with applicable State and Federal law; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Planning Commission of the City of National City, California, that the evidence presented to the Planning Commission at the public hearing held on May 4, 2015, support the following findings:

- 1. That the proposed amendment is in the public interest and is consistent with General Plan policy, since the General Plan calls for the adoption of regulations that encourage high-quality and attractive signage, including maintenance or rehabilitation of existing conforming signs.**
- 2. That the proposed amendment is in the public interest, since it will clarify the allowed and disallowed temporary and permanent signs on various land uses. The amendments include time, place and manner restrictions, prohibitions and allowances, and remedies and enforcement. This clarification will encourage compliance with the Municipal Code.**
- 3. That the proposed amendment is in the public interest, since the proposed amendment will incorporate and be consistent with changes in constitutional law**

regarding signs, particularly with regard to message neutrality and message substitution.

4. That the proposed amendment will allow the City's continued enforcement of sign placement and design, since it will enable staff to administer the Code in an efficient and appropriate manner.
5. That the proposed amendment has been reviewed to be in compliance with the California Environmental Quality Act (CEQA), as the project is not considered a project under CEQA.

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

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of May 4, 2015, by the following vote:

AYES: Alvarado, Baca, Flores, Garcia, Yamane

NAYS: Bush

ABSENT: DeIaPaz

ABSTAIN:



CHAIRPERSON



CITY OF NATIONAL CITY

Office of the City Clerk

1243 National City Blvd., National City, California 91950
619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, May 19, 2015**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider an:

**ORDINANCE AMENDING TITLE 18 (ZONING) CHAPTER 18.47
OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING TO
SIGNS AND OUTDOOR ADVERTISING DISPLAYS.**

The general purpose of the amendment is to amend the chapter with regard to the allowed and disallowed temporary and permanent signs on various land uses. The amendments include time, place and manner restrictions, prohibitions and allowances, and remedies and enforcement.


The full text of the proposed Code Amendment is available for viewing in the City Clerk's Office during normal business hours.

Anyone interested in this matter may appear at the above time and place and be heard.

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 undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

The Planning Commission conducted a Public Hearing at their meeting of May 4, 2015 and voted 5-1 (with 1 absent) to recommend adoption of the Code Amendment.

May 6, 2015



Michael R. Dalla, CMC
City Clerk

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City Amending Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays (Applicant City - Initiated) (Case File 2015-07A) (Planning)

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

MEETING DATE: February 17, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

An Ordinance of the City Council of the City of National City Amending Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays (Applicant City-Initiated) (Case File 2015-07 A)

PREPARED BY:  Martin Reeder, AICP

DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The City Council held a public hearing on proposed changes to amend Title 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays at a Public Hearing on May 4, 2015. The attached Ordinance will fulfill that action.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Introduce the Ordinance

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2015 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING CHAPTER 18.47 OF THE NATIONAL CITY MUNICIPAL CODE
PERTAINING TO SIGNS AND OUTDOOR ADVERTISING DISPLAYS

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to legal notice, hearings were held by the Planning Commission and the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and

WHEREAS, the Planning Commission has regularly and duly certified its report to the City Council of National City and has recommended such amendment.

NOW, THEREFORE, the City Council does ordain as follows;

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. That Section 18.47 of Title 18 of the Municipal Code be amended to read as follows:

CHAPTER 18.47
SIGNS ON PRIVATE PROPERTY AND PUBLIC PROPERTY
NOT OWNED BY THE CITY OR ITS AFFILIATED AGENCIES

Sections:

- 18.47.010 Title.
- 18.47.020 Authority, Scope, Intent, Purposes.
- 18.47.030 Basic Principles.
- 18.47.040 Definitions.
- 18.47.050 Sign Permits, Other Sign-Related Decisions, Appeals.
- 18.47.060 Signs Exempt From Sign Permit Requirement.
- 18.47.070 Prohibited Signs.
- 18.47.080 Permanent Signs.
- 18.47.090 Temporary Signs.
- 18.47.100 Vehicles Signs.
- 18.47.110 Murals.
- 18.47.120 Flags, Banners, and Pennants.
- 18.47.130 Master Sign Programs.
- 18.47.140 Nonconforming Signs; Abandoned Uses.
- 18.47.150 Safety, Maintenance, and Refacing.
- 18.47.160 Enforcement and Removal.
- 18.47.170 Severability.

18.47.010 Title. This Chapter shall be known as the Regulatory Sign Ordinance of the City of National City, California.

18.47.020 Authority, Scope, Intent, Purposes.

A. Authority. This Chapter is enacted pursuant to the City's general and police powers, California Constitution Article XI, Section 7; California Government Code Sections 65000 *et seq.*, 65850(b), 38774, and 38775; Business and Professions Code Sections 5200 *et seq.*, 5230, 5490 *et seq.*, 13530 *et seq.* and 13540; Penal Code Section 556 *et seq.*; and other applicable state laws.

B. Scope. This Chapter regulates signs, as defined herein, which are located within the corporate limits of the City of National City and over which the City has land use regulatory authority, but not on City owned land. Signs on City land are subject to Chapter 13.28. Signs used in conjunction with parades, protests, demonstrations and outdoor public assemblies are regulated as temporary uses under Chapter 15.60.

C. Intent. By adoption of this Chapter, the City Council intends to create and implement a comprehensive system for the regulation of signs within the scope of this Chapter, with a regulation system that: 1) accommodates the expression rights of the First Amendment to the U.S. Constitution and the corollary provisions of the California Constitution; 2) comports with all applicable principles of federal and state constitutional, statutory and administrative law.

D. Purposes and Interests Served. The purposes of this Chapter include, but are not limited to: 1) serving the governmental and public interests in controlling visual clutter, community esthetics, and safety of drivers, passengers, and pedestrians; 2) aiding in the identification of properties, land uses, enterprises and other establishments; 3) enhancing the general appearance and esthetics of the urban environment; and 4) protecting the natural beauty of the City's open space.

18.47.030 Basic Principles.

A. Message Neutrality Policy. It is the policy of National City to regulate signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.

B. Message Substitution Policy. A constitutionally protected noncommercial message may be substituted, in whole or in part, for any allowed commercial message or any other protected noncommercial message, provided that the sign structure or mounting device is legal. Any substitution shall require the private property owner's consent. The purpose of this provision is to prevent any favoring of commercial speech over non-commercial speech, or favoring of any particular protected noncommercial message over any other protected noncommercial message. The message substitution policy does not: 1) create a right to increase the total amount of sign display area on a site or parcel; 2) create a right to substitute an off-site commercial message in place of an onsite commercial message or in place of a noncommercial message; 3) affect the requirement that a sign structure or mounting device must be properly permitted; 4) authorize changing the physical method of image presentation (such as digital or neon) display without a permit; or 5) authorize a physical change to the sign structure without compliance with applicable building codes, safety codes, and neutrally-applicable rules for sign size, height, orientation, setback, separation or illumination.

C. Enforcement Authority. The Director is authorized and directed to administer and enforce this Chapter.

D. Administrative Interpretations. Interpretations of this Chapter are to be made initially by the Director in consultation with the City Attorney. The Director may refer an interpretation question to the Planning Commission. All interpretations of this Chapter are to be exercised in light of the message neutrality and message substitution policies. Where a particular type of sign is proposed, and the type is neither expressly allowed nor prohibited by this chapter, or whenever a sign does not qualify as a "structure" as defined in the Building Code, as adopted by the City, then the Planning Commission or Director, as applicable, shall approve, conditionally approve or disapprove the application based on the most similar sign type, using physical and structural similarity, that is expressly regulated by this chapter.

E. Responsibility for Compliance. The responsibility for compliance with this Chapter rests jointly and severally upon the sign owner, the permit holder, all parties holding the present right of possession and control of the property whereon a sign is located, mounted or installed, and the legal owner of the lot or parcel, even if the sign was mounted, installed, erected or displayed without the consent or knowledge of the owner and / or other parties holding the legal right to immediate possession and control.

F. Onsite-Offsite Distinction. Within this Chapter, the distinction between onsite signs and offsite signs applies only to commercial messages. It does not apply to non-commercial messages.

18.47.040 Definitions. The following definitions apply to this Chapter, and to other chapters when cross-referenced by such other Chapters.

"Banner" means any flexible material, such as cloth, plastic, vinyl, paper, cardboard or thin metal, with or without a message, attached outdoors to a building, structure or mounting device, or attached indoors to a building, structure or mounting device so as to be visible from the exterior of a building, or structure. The term "banner" includes a pennant, flag, or bunting.

"Billboard" means a permanent sign structure in a fixed location which meets any one or more of the following criteria: (1) it is used for the display of off-site commercial messages; (2) the message display area, or any part thereof, is made available to message sponsors other than the owner(s) or operator(s) of the sign, typically for a fee or other consideration, *i.e.*, it is general advertising for hire; (3) the sign is a principal or secondary use of the land, rather than appurtenant or accessory to some other principal use of the land.

"Bunting" means a form of banner that is typically presented and displayed in a folded or gathered fashion or combination. It may include a display in combination with a flag or banner. Depending on the format of the display, the term may be synonymous with banner.

"Changeable copy sign" means a sign displaying a message that is changed by means of moveable letters, slats, lights, light emitting diodes, or moveable background material. "Digital signs," "dynamic signs," and CEVMS (changeable electronic variable message signs) are all within this definition.

"City" means the City of National City California.

"City property" means any parcel of land or separately leasable space over which the City or any of its related entities, holds the present right of possession and control, regardless of who may hold legal fee title, or that is within the public right-of-way.

"Commercial mascot" means a person or animal attired or decorated with commercial insignia, images, costumes, masks, or symbols, and/or holding signs displaying commercial messages, when a principal purpose is to draw attention to or advertise a commercial

enterprise. This definition includes “sign twirlers,” “sign clowns,” “sign spinners,” “sign twirlers,” and “human sandwich board” signs. Also known as “living signs.”

“Commercial message” means a message that proposes a commercial transaction or pertains primarily to the economic and commercial interests of the message sponsor and/or the sign audience.

“Construction site sign” means a sign that is displayed on the site of a construction development project during the period of time of actual construction.

“Digital display” means display methods utilizing LED (light emitting diode), LCD (liquid crystal display), plasma display, projected images, or any functionally equivalent technology, and which is capable of automated, remote or computer control to change the image, either in a “slide show” manner (series of still images), or full motion animation, or any combination of them.

“Director” means the City Manager or designee.

“Directional sign” is a sign used to provide directions to pedestrians and vehicular traffic.

“Election period” means that period of time which begins 60 days before a special, general, or primary election in which at least some registered voters in the City are eligible to vote, and ends ten days after such election.

“Establishment” means any legal use of land, other than long-term residential, which involves the use of structures subject to the Building Code. By way of example and not limitation, this definition includes businesses, factories, farms, schools, hospitals, hotels and motels, offices and libraries, but does not include single-family homes, mobile homes, residential apartments, residential care facilities, or residential condominiums. Multi-unit housing developments are considered establishments during the time of construction; individual units are not within the meaning of establishment once a certificate of occupancy has been issued or once a full-time residency begins.

“Establishment premises” means a specific occupancy within a building or upon a parcel of land, typically having a specific address and discrete entrance(s) and exit(s) so as to maintain a specific identity and location.

“Flag” means a piece of fabric or other flexible material, usually rectangular, of distinctive design, used as a symbol.

“Freestanding sign” means a sign which is principally supported on the ground by one or more uprights, braces, poles, pylons or other similar structural components. This category includes both monument and pole signs.

“Frontage” when used as a measurement reference of a building or establishment premises, shall refer to the distance between the two most distant corners of a building measured in a straight line along the building face bordering the adjoining street. See Glossary pertaining to frontage when made applicable to a parcel of land. The term also refers to the elevation of a building that abuts or adjoins a private or public right-of-way or parking lot.

“Garage sale sign” means a sign whose message concerns short-term rummage, estate, boutique, or garage sales of used or handmade common household items from a residential property.

“General advertising,” also known as “general advertising for hire,” means the enterprise of advertising or promoting other businesses or causes using methods of advertising, in contrast to self-promotion or on-site advertising.

“Height” means the distance measured vertically from grade to the highest point or portion of the object to be measured or height limited.

“Illegal sign” means a sign that was installed without proper City or other required approvals and/or permits at the time it was initially installed, and which has not been legalized by later action. This definition also includes a sign that was erected in conformance with all applicable laws, rules, and regulations in effect at the time of installation, but which was subsequently altered so as to be out of compliance with applicable law, including the terms of permits which authorized construction. All signs described in Business and Professions Code section 5499.1 and defined therein as an “illegal on-premises advertising display” are also within this definition.

“Illuminated sign” means a sign whose message is made readable by internal or external lights or light emitting diodes (or functionally equivalent technology), typically (but not necessarily) during hours of darkness.

“Install” or “installation” includes but is not limited to the act by which a sign is constructed or placed on land or a structure, or the act of attaching, painting, printing, producing, or reproducing, or using any other method or process by which a visual message is presented or placed upon a surface.

“Legal nonconforming sign” means a sign that complied with all applicable laws, rules and policies at the time of installation, and which has not been expanded beyond the originally applicable rules, but which does not conform to currently applicable law and rules.

“Mobile billboard” means a sign on a wheeled conveyance (whether motorized or not) or water craft, including those which carry, convey, pull or transport any sign used for general advertising for hire. The term does not include vehicles and vessels that display identification information concerning the usual business or regular work of the vehicle/ vessel owner (not including general advertising).

“Motor fuel price sign” means a sign of the type described and required by Business and Professions Code section 13530 *et seq.*

“Monument sign” means a low-profile freestanding sign supported by a structural base or other solid structural features other than support poles, which may contain copy on more than one side.

“Mural” or “mural-type sign” means a sign painted on the exterior wall of a building consisting of graphics or images, either alone or in combination with letters. Murals or mural-type signs, including those described as artistic murals, shall be treated as any other sign subject to the signage area requirements.

“Non-commercial message” means a constitutionally protected message that addresses topics of public concern or controversy such as, by way of example and not limitation, politics, religion, philosophy, science, art or social commentary.

“Offsite sign” means a sign that advertises commercial products, accommodations, services, or activities not provided in or on the property or premises upon which it is located. The on-site/off-site distinction does not apply to non-commercial messages.

“Onsite sign” means a sign that advertises the commercial business, accommodation, services, or activities provided on the premises on which the sign is located, or is expected to be provided in the near future, such as “coming soon” movie posters. In the case of developments subject to a master sign program, all establishments subject to the program are considered on-site whenever located within any location subject to the program. All establishments within a shopping center are on-site as to any sign(s) also located within that shopping center. The on-site/off-site distinction does not apply to non-commercial messages.

“Outdoors” means a location on undeveloped property or the exterior of a building or structure.

“Parcels” or “property” or similar references or descriptions mean parcels defined or delineated by assessor parcel numbers maintained by the County tax assessor or as defined in the Glossary of this Code.

“Pennant” is a banner with three sides, or swallow-tail form.

“Permanent sign” means a sign that is solidly attached to a building, structure, or the ground by means of mounting brackets, bolts, welds, or other combination of attachment methods, thereby rendering the sign non-moveable or difficult to reposition without the use of machinery, cutting devices, or mechanical devices. See also “temporary sign.”

“Pole sign” means a permanently mounted, freestanding sign which is supported above the ground by one or more uprights, braces, poles, or other similar structural components.

“Projecting sign” is any sign which projects beyond a building face and uses a wall or vertical element of a building as its main source of support. The term includes a double-faced sign that is installed more or less perpendicular to the face of a building so as to allow a message to be viewable from either side. The term does not include signs that are installed along the face of a building and that are completely attached to the face of a building.

“Real Estate Sign” means any sign whose message concerns a proposed economic transaction involving real estate, including all signs described in Civil Code 713.

“Residential Sign” means a sign displayed on a legal, individual dwelling unit. The term does not apply to management offices of apartment complexes or mobile home parks, or to hotels, motels, inns or other places of transient occupancy.

“Responsible Party” means the permittee, property owner, or owner or person in charge of the sign.

“Rooftop sign” or “Roof-mounted sign” means a sign that extends above the ridgeline of the roof of a building or a sign attached to any portion of the roof of a building.

“Safety Codes” refers to the Building, Electrical, Plumbing, Grading, and similar codes which ensure safe construction.

“Shopping center” shall mean a group of commercial buildings as defined in the Glossary.

“Sign” as used in this Chapter, generally means the public display of any visually communicative image placed on public display and visible from the exterior of any portion of the public right of way or place open to passage by the public. Notwithstanding the generality of the foregoing, the term “sign” does not include:

1. Aerial banners towed behind aircraft;
2. Architectural features – decorative or architectural features of buildings (not including lettering, trademarks or moving parts), which do not perform a communicative function (examples include color stripes around an office building or retail store);
3. Automated Teller Machines (ATM’s), when not used for general advertising;
4. Cornerstones and foundation stones;
5. The legal use of fireworks, candles and artificial lighting not otherwise regulated by this chapter;
6. Grave markers, gravestones, headstones, mausoleums, shrines, and other markers of the deceased;
7. Historical monuments, plaques and tablets;

8. Holiday and cultural observance decorations displayed in season, including inflatable objects, on private residential property which are on display for not more than 45 calendar days per year (cumulative, per dwelling unit) and which do not include commercial messages;
9. Inflatable gymnasiums associated with legal residential uses – inflatable, temporary, moveable, gymnasium devices commonly used for children’s birthday parties, and similar devices (also called “party jumps” or “bounce houses”);
10. Interior graphics – visual communicative devices that are located entirely within a building or other enclosed structure and are not visible from the exterior thereof;
11. Manufacturers’ marks – marks on tangible products, which identify the maker, seller, provider or product, and which customarily remain attached to the product even after sale;
12. Mass transit graphics – graphic images mounted on duly licensed and authorized mass transit vehicles that legally pass through the city;
13. News racks, newspaper vending devices and newsstands;
14. Personal appearance: makeup, masks, wigs, costumes, jewelry, apparel and the like, unless it constitutes a commercial mascot;
15. Safety warnings on motorized or electrified equipment;
16. Searchlights used as part of a search and rescue or other emergency service operation (this exclusion does not apply to searchlights used as attention attracting devices for commercial or special events);
17. Shopping carts, golf carts, horse drawn carriages, and similar devices (any motorized vehicle which may be legally operated upon a public right-of-way is not within this exclusion);
18. Symbols embedded in architecture – symbols of non-commercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal, by way of example and not limitation, such symbols include stained glass windows on churches, carved or bas relief doors or walls, bells and religious statuary;
19. Vehicle and vessel insignia – on street legal vehicles and properly licensed watercraft: license plates, license plate frames, registration insignia, non-commercial messages, messages relating to the business of which the vehicle or vessel is an instrument or tool (not including general advertising) and messages relating to the proposed sale, lease or exchange of the vehicle or vessel.
20. Vending machines, automated intake devices and product dispensing devices which do not display off-site commercial messages or general advertising messages;
21. Window displays – the display of merchandise in a store window, when such merchandise is immediately available for purchase.

“Signage” is the collective noun for all signs on a given parcel, lot or location, or within a stated classification;

“Sign area” means that portion of a sign which consists of visually communicative copy, including the advertising surface and any framing, trim, or molding but not including the supporting structure, measured one side only, provided that the angle between faces for two-sided signs does not exceed 30 degrees.

“Sign copy” means the visually communicative elements, including but not limited to words, letters, numbers, designs, figures, or other symbolic presentation incorporated into a sign with the purpose of attracting attention to the subject matter or message.

“Sign face” means the portion of a sign that is available for displaying sign copy, together with any frame, color, panel, ornamental molding, or condition which forms an integral part of the sign copy and which is used to differentiate such sign copy from any wall or background against which it may be placed. Those portions of the supports, uprights, or base of a sign that do not function as a sign shall not be considered as part of a sign face.

“Sign height” means the vertical distance of a sign from the uppermost point used in measuring the sign area to the ground immediately below such point or to the level of the upper surface of the nearest curb of a street or alley (other than a structurally elevated roadway), whichever measurement permits the greater elevation of the sign.

“Special Event” means an activity or event that occurs rarely or irregularly, is open to the public, and is of a duration not exceeding 7 days. Any event that is subject to a Temporary Use Permit will be considered within this definition. By way of example and not limitation, special events include circus or carnival runs, 4th of July Festival, Easter Egg Hunt, Relay for Life, Christmas Tree Lighting, parking lot sales at shopping centers and malls, holiday celebrations, Auto Heritage Day, *etc.*

“Temporary message” means a message that pertains exclusively to an event which occurs on, or ends on, a particular day.

“Temporary sign” means a sign that is constructed of lightweight or flimsy material, and is easily installed and removed using ordinary hand tools. Any sign that qualifies as a “structure” under the Building Code is not within this definition.

“Visibility triangle” means at the intersection of any two or more streets, that area extending horizontally 50 feet from the corner of the intersection and vertically, from a height of three feet to a height of eight feet.

“Visible to the exterior” refers to the placement of a sign or banner within the interior first eight feet of a commercial or industrial building or structure in such a manner so that it or its message is readily visible on an immediately contiguous public right-of-way, parking lot, or parcel. To be visible does not require that the message be understandable or readable.

“Wall sign” means a sign that is attached to, erected against or painted on the wall of a building or other vertical structure.

“Warning sign” means a sign that is posted to provide notice of danger, such as “Beware of Dog,” “Railroad Crossing,” “Danger High Voltage” or noting the location of underground utilities.

“Window sign” means a sign that is painted or mounted on a window pane, or that is mounted within five feet of a window and oriented for viewing by exterior passersby.

“Zone” refers both to the zone classifications given in 18.20.020, and to the specific areas or districts to which a given zoning classification applies.

18.47.050 Sign Permits, Other Sign-Related Decisions, Appeals.

A. Sign Permit Generally Required. Unless exempted from the sign permit requirement, all signs regulated by this Chapter may be installed, maintained, erected, or displayed only pursuant to sign permit pursuant to this Chapter, and a finding of compliance is made by the Planning Division, using the design criteria identified in this Chapter and other

applicable regulations. A sign permit may be approved subject to conditions, so long as those conditions are required by this Chapter or some other applicable law, rule or regulation.

B. Compliance Required. No permit shall be issued for any sign or sign structure except in compliance with the provisions of this Chapter. A sign permit may be subject to compliance with permitting requirements imposed by other sources of law, including the safety codes for building, electrical, plumbing, grading, etc. Where there is a conflict between the provision of this Chapter and other applicable regulations, the more restrictive shall apply.

C. Right to Permit or Display. When any sign permit application is complete and fully complies with all applicable provisions of this Chapter, and all other applicable laws, rules and regulations, the permit shall be approved and issued within the required time. In the case of signs which are exempt from the sign permit requirement, there is a right to erect, display, and maintain such signs as are authorized by this Chapter, subject to the applicable rules. This "right to permit" provision does not apply when the relevant city law is under active consideration for amendment at the time the application for a sign permit is submitted, or when the rules or regulations relevant to the application are changed prior to the expiration of the time for decision.

D. Legally Existing Signs; Alterations. Signs legally existing prior to the effective date of this Chapter shall be exempt from the sign permit requirement unless a structural alteration is made, the sign area or any other point of nonconformity is enlarged or expanded, or there is some other change in the structural elements of the sign. Structural alterations and expansions require a sign permit.

E. Review. All sign permit applications shall be initially reviewed by the Director. In the case of any discretionary permit in which signage is included, such as a master sign program, a specific plan including signs, a variance, or an appeal, the Director shall prepare a report for the body which shall hear the matter, the Planning Commission or City Council. The report may, but is not required, to include recommendations.

F. Application for a Sign Permit. Any person seeking a sign permit for a sign shall submit to the Director a written application for such. The Director shall prepare a sign permit application form and provide it to any person on request, along with such other materials and information as applicants need to submit for a permit. The same form may be used for both the application and the decision thereon. A single form may be used for multiple signs on the same site; however, the Director may make separate decisions as to each sign. A sign permit application is complete only when it is accompanied by the appropriate application fee, in an amount set by resolution of the City Council.

G. Application Contents. The sign permit application form may call for the following information:

1. Name, address and telephone number of the applicant and, if applicable, the name, address, and telephone number; when the applicant is not the holder of legal title to the property, consent to the installation of the sign by the person(s) or entities who hold legal title and the present right of possession and control of the property; when the sign is proposed to be installed by a sign contractor, the name, address, contact information, and the license number, if any, of the contractor;

2. As to the proposed location for the sign, multiple sets of a fully dimensioned Site Plan (drawn to scale) indicating the street address, Assessor's Parcel Number, zone classification, all property lines, public and private street lines (including center

lines), structures, easements, utility poles and wires, and the location and size (in square feet) of all existing and proposed signs;

3. As to existing signs already on parcel, information as to whether each is permitted or exempt from permitting;

4. Accurate and scaled building elevation showing existing and proposed building signs; including existing and proposed sign area of each individual sign and the combined area of all signs (including those already existing or previously permitted) in relation to the maximum allowed sign area;

5. A statement as to whether the sign is intended to be used in whole or in part for off-site commercial messages, advertising for hire or general advertising;

6. A statement or graphical description as to whether the proposed sign, or any part of it, is proposed to utilize any of the following physical methods of message presentation: sound; odor, smoke, fumes or steam; rotating, moving or animated elements; activation by wind or forced air; neon or other fluorescing gases; fluorescent or day-glow type colors; flashing or strobe lighting; light emitting diodes, liquid crystal displays or other video-like methods; digital display technology; use of live animals or living persons as part of the display; mannequins or statuary;

7. A statement as to whether the property or parcel on which the sign is proposed to be erected or displayed, or any currently existing sign thereon, is the subject of any outstanding notice of zoning violation or notice to correct, including whether any such deficiencies are to be remedied by the proposed application;

8. Photographs of the existing property, parcel and/or building on which the sign is proposed to be erected or displayed;

9. In the case of any proposed sign which is subject to a discretionary process, such as a variance, conditional use permit, or sign program, all information required by such process(es);

10. The Director is authorized to modify the list of information to be provided on a sign permit application; however, additions may be made only after thirty (30) days public notice. The Director is also authorized to request, require, or accept application materials, in whole or in part, in electronic form, and to specify the acceptable computer formats for such submissions.

H. Completeness. As the first step in processing a sign permit application, the Director shall determine whether the application is complete. If the application is not complete, the applicant shall be so notified in person or in writing initially within 30 days of the date of receipt of the application; the notice of incompleteness shall state the points of deficiency and identify any additional information necessary. The applicant shall then have thirty (30) calendar days, to submit additional information to render the application complete.

I. Disqualification. No sign permit application will be approved if:

1. The applicant has installed a sign in violation of the provisions of this Chapter and, at the time of submission of the application, each illegal or non-permitted sign has not been legalized, removed or a cure included in the application;

2. There is any other existing code violation located on the site of the proposed sign(s) (other than an illegal or nonconforming sign that is not owned or controlled by the applicant and is located at a different establishment) which has not been cured at the time of the application, unless the noncompliance is proposed to be cured as part of the application;

3. The sign application is substantially the same as an application previously denied, unless: (i) twelve (12) months have elapsed since the date of the last application, or (ii) new evidence or proof of changed conditions is furnished in the new application;

4. The applicant has not obtained any applicable required use permit or conditional use permit. However, applications for such permits may be processed simultaneously with a sign permit application.

J. Applications for Multiple Signs. When an application proposes two or more signs, the application may be granted either in whole or in part, with separate decisions as to each proposed sign. When a multiple sign application is denied in whole or in part, the Director's written notice of determination shall specify the grounds for such denial.

K. Discretion. When discretion is authorized for a master sign program or site plan review, that discretion may be exercised only as to location, structural and safety factors, and not as to message content, graphic design or artistic merit. Permissible factors for consideration include: style or character of existing improvements upon the site and lots adjacent to the site; construction materials; number and spacing of signs in the area; the sign's height, design, and location in relation to its proposed use; form, proportion, scale, overall sign size; potential effect of the proposed sign on driver and pedestrian safety; potential blocking of view (whole or partial) of a structure or facade or public view of historical or architectural significance; potential obstruction of views of users of adjacent buildings.

L. Master Sign Programs. Permit applications for Master Sign Programs as part of planned commercial, office-professional and industrial development shall include the above information as part of a Site Development Plan or Specific Plan. When approval is sought for a development that includes one or more signs, then the sign aspects of the proposed development must satisfy the applicable provisions of this Chapter. In addition, when a development project will have 6 or more leased spaces, it must also comply with the Master Sign Program requirements set forth in Section 18.47.130. Such proposals may be reviewed by the Director and shall be decided by the Planning Commission. In preparing a report for the Planning Commission, the Director may, but is not required to, make recommendations.

M. Revocation or Cancellation. The Director may revoke any approval or permit upon refusal or failure of the permittee to comply with the provisions of the permit and the requirements of this Chapter, after written notice of noncompliance and at least fifteen (15) calendar days opportunity to cure. However, opportunity to cure does not apply when a sign, by virtue of its physical condition, constitutes an immediate and significant threat to public safety.

N. Permits Issued in Error. Any approval or permit issued in error may be summarily revoked by the Director upon written notice to the permittee, stating the reason for the revocation. "Issued in error" means that the permit should not have been issued in the first place and includes but is not limited to omissions, errors or misrepresentations in the application materials, and oversights or errors in the processing thereof.

O. Inspections. All signs subject to one or more safety permits (building, plumbing, electrical, grading, etc.) require final inspection and approval by the Building Official.

P. Sign-Related Decisions. Challenges or objections to sign-related decisions, notices and orders, other than approval or denial of a sign permit, do not require a particular form, but must be in writing, signed by the applicant or challenger, and particularly state the matter challenged and the grounds therefore. Challenges shall be made to the Director within 30 days of the date of the decision, notice, and/or order. Challenges and objections to sign-related decisions not made in accordance with these procedures shall not be eligible for appeal.

Q. Levels of Review; Order of Review. Except for signs subject to initial review by the Planning Commission, initial review and decisions on all sign permit applications shall be by the Director unless otherwise stated herein; appeal is first to the Planning Commission and then to City Council.

R. Safety Codes. When a proposed sign, by virtue of its physical, structural, location, and other non-message factors, is subject to any permits or requirements under the safety codes, then satisfaction of such requirements shall be a condition of the sign permit.

S. Permit Denial. When a sign permit application is denied, the denial shall be in writing and sent or delivered to the address shown on the applicant's application form, and shall specifically state the grounds for denial.

T. Timely Decision. At each level of review or appeal, the decision shall be rendered in writing within 30 calendar days. The time period begins running when an appeal, challenge, or objection is received, the application is complete (or is deemed complete because no notice of incompleteness has been given), an amendment is received, or the notice of appeal has been filed, whichever applies. The timely decision requirement may be waived by the applicant or appellant. If a decision is not rendered within the required time, then the application or appeal shall be deemed denied; in the case of an appeal, the lower level decision shall be deemed affirmed.

U. Appeal. Any decision regarding a sign permit application or other sign-related decision may be appealed by any affected person. Notices of Appeal and challenges and objections to sign-related decisions must be filed with the City Clerk within thirty calendar days of the decision; if City offices are not open on the thirtieth day, then the time period is extended to the next day City offices are open to the public. Appeals shall be heard by the Planning Commission. The decision of the Planning Commission may be appealed to the City Council pursuant to 18.12.060, as augmented by this Chapter. The appeal right arises at the earliest of: a) the date of the written decision that is delivered to the applicant, or b) the time for decision has run without a written decision. The Notice of Appeal, Objection, or Challenge must state specifically the matter appealed from and the grounds for appeal. Notices of Appeal must be signed by the appellant or their authorized agent, representative, or attorney.

V. Status Quo. During the pendency of review or appeal, the status quo of the subject sign(s) shall be maintained. This does not apply whenever a sign, by virtue of its physical condition, constitutes an immediate threat to public safety.

W. Judicial Review. Following final decision by the City Council, any affected person may seek judicial review of the final decision on a sign permit application or other sign-related decision pursuant to the applicable provisions of the California Code of Civil Procedure.

X. Notices. Written notices by the City, required within this Chapter, shall be deemed given on the earliest of the following: when personally delivered, when publicly posted, or on the day of mailing. Notices are deemed effective when sent to the last known address of the addressee.

18.47.060 Signs Exempt From Sign Permit Requirement. The signs listed in this section are exempt from the requirement of prior approval (either by sign permit or site plan review), but still subject to the rules stated in this Chapter. When any residential sign meets the definition of "structure" in the Building Code, or is electrified, then compliance with all safety codes (building permits, electrical permits, etc.) is required. Signs may also be exempted from

the sign permit requirement by other sections of this Chapter, other chapters of this code, or other bodies of law.

A. Residential Signs. All legal residential dwelling units are allowed a defined maximum cumulative display area, which is available at all times, subject to:

1. Physical types: residential signs may be free standing or mounted on doors, walls, or fences; flag poles not exceeding 25 feet cumulative of linear footage; roof-mounted signs are prohibited;

2. Permissible message types: any variety or combination of constitutionally protected noncommercial speech (including but not limited to political / election signs); real estate signs (must be removed not more than five days after the proposed economic transaction is completed, or the property goes off the market); garage sale signs compliant with the other provisions in the Municipal Code addressing garage sales which is currently set forth at Section 7.21.060; construction site signs;

3. Prohibited message types: commercial messages other than those specified in the preceding subsection; general advertising for hire; any message whose public display is illegal;

4. Maximum display area: 16 square feet per parcel at all times; except that during the Election Period, this allowance may be increased up to 32 square feet per parcel per street frontage visible from the public right of way. The maximum display area is the cumulative total of all signs that are subject to the area limit. Not included within with the cumulative total: indicators of street address and occupants' name(s), visual images mounted on the ground (*i.e.*, door mats);

5. Illumination: special illumination of residential signs is prohibited; residential signs may be illuminated only by natural and legal ambient lighting;

B. Construction Site Signs, subject to:

1. On single-family residential properties, construction site signs shall be no larger than 20 square feet per street frontage;

2. For all other construction projects: maximum display area for signs shall be no greater than 50 square feet per frontage;

3. Construction site signs must be removed prior to final inspection or before issuance of a certificate of completion or certificate of occupancy, as applicable;

4. Illumination: prohibited.

C. Signs required or authorized by other bodies of law or court orders;

D. Signs required by the fire department to designate fire lanes;

E. Nameplate identification signs and combination name plates and address signs with letters that do not exceed three inches in height, are not illuminated, and do not exceed four square feet in area;

F. Window signs that do not exceed 15% of the area of a window or 12 square feet, whichever is less;

G. Warning signs such as "no parking," "watch dogs," "private property," and "security service" that are not illuminated, do not exceed one square foot in area each, and do not project over a public right-of-way. No more than three of these signs shall be allowed per premises;

H. Bulletin boards, provided they do not exceed sixteen square feet in area, do not project over a public right of way, and are not illuminated;

18.47.070 Prohibited Signs. The signs listed in this section are prohibited in all zones and at all times unless explicitly authorized or allowed by another provision of this Chapter, another chapter of the code, or other applicable law.

1. New billboards, conversion of existing billboards to digital or dynamic or tri-vision display, expansion of the display face of any existing billboard (except as authorized by state law), and the installation of an additional display face to an existing billboard structure;
2. Mobile billboards, but not including taxis or shuttle vehicles or public transportation vehicles that legally pass through the city;
3. Signs mounted on roofs, water towers, radio, television, or cell phone towers;
4. Signs mounted on fences;
5. Signs mounted on trees, bushes, or vegetation;
6. Signs placed on property (public or private) without consent of the property owner or other party holding the present right of possession and control;
7. Signs that obstruct any window, door, gate or opening used or required as a means of regular ingress or egress, legal light or ventilation, as a fire escape or other emergency access or escape;
8. Signs displayed on vacant or undeveloped lots;
9. Signs whose intensity of illumination or size, shape or location interferes with the safe operation of a vehicle or creates distraction to the operator of a wheeled vehicle on adjoining public streets;
10. Signs mounted in such a manner as to obstruct the free flow of vehicular or pedestrian traffic;
11. Signs that are confusingly similar to authorized, official traffic and pedestrian control signs, even though they are in fact not traffic control signs;
12. Signs using animation, flashing, blinking, or intermittent light exceeding any of these operational parameters:
 - a. Illumination equivalent to incandescent light bulbs of sixty watts maximum per bulb;
 - b. Flashes or blinks more than 15 times per minute;
 - c. Chaser lights;
 - d. High intensity neon lights, tubes and flashing lights are prohibited on animated and flashing signs;
 - e. Rotating beacon lighting elements.
13. Advertising or attention-getting devices that are inflatable, float in air or water, or are activated by wind or forced air;
14. Temporary signs displaying off-site commercial messages or used for general advertising for hire, unless required by state law;
15. Signs placed in the public right-of-way, unless explicitly allowed by Chapter 13.28.
16. Signs mounted on motor vehicles parked in the public right of way.

18.47.080 Permanent Signs. Unless specifically exempted herein, all permanent signs require a sign permit. The following three types of signs are categorically exempt from this sign permit requirement: 1) signs installed and displayed pursuant to court order, statutory

requirement or authorization; 2) signs on residential properties; 3) signs posted by any governmental entity in the execution of its official duties.

A. Signs less than six square feet. The display on any non-residential parcel of any single sign or banner that is less than six square feet in area is allowed and is exempt from obtaining a sign permit.

B. Directional Signs. Directional signs that do not exceed a total of three square feet in size per sign, and total area combined does not exceed nine square feet per parcel, are allowed, and are exempt from obtaining a sign permit.

C. Freestanding Signs. A maximum of two freestanding or monument signs, not to exceed a total of one hundred square feet, are allowed, subject to a sign permit, for single-family subdivisions, multi-family developments, and mobile home parks.

D. Flags. On residential land uses, a total of 24 square feet of flag area may be displayed at any and all times; on non-residential land uses, a total of 40 square feet of flag area may be displayed at any and all times. The number of flag poles is limited to cumulative linear footage as follows: 25 feet on residential lots and 35 feet on all other parcels or lots. Flag poles intended for permanent use are subject to appropriate building permits.

E. Permanent Signs in Commercial, Industrial, Mixed-Use, and Institutional Zones. Except in shopping centers (where special rules, stated in the next subsection, apply) and public assembly uses (to which special rules, stated below, apply), permanent signs may be installed on or along the face of a building in commercial zones and commercial uses in a mixed-use zone, and industrial or institutional zones, subject to the following:

1. Signs exceeding twenty five square feet in display area:
 - a. Maximum number: one sign per establishment premise per frontage along a street, freeway, or parking lot;
 - b. Sign area on the primary frontage shall not exceed 30 percent of the area of the building face or four square feet of sign for each linear foot of building face along that frontage, whichever is greater;
 - c. Sign area on a secondary frontage shall not exceed 15 percent of the area of the building face or two square feet per linear foot of secondary frontage, whichever is greater;
 - d. The sign face shall not be located, such as by a cabinet, deep lettering, or architectural feature, more than 18 inches from a building face.

2. Permanent signs with 25 square feet or less of display area in Commercial, Industrial, Institutional, Mixed-Use and Multi-Family Zones:

- a. Location: only in windows or along the face of a building;
- b. Maximum total cumulative area: not exceeding ten percent of the wall or elevation on which the sign is placed;

F. Permanent Signs in Shopping Centers. Permanent signs for establishments within a shopping center shall be limited to one per establishment premises per frontage on a common walkway, parking lot, driveway, alleyway, street, or freeway. The size and placement of these signs shall conform with the standards specified for Permanent Signs in Commercial, Industrial, Mixed-Use and Institutional Zones (Subsection 18.47.080(E)) as well as standards that may be applied through any required City Council or Planning Commission approval, including but not limited to a conditional use permit, planned development permit, specific plan, or variance.

G. Public Assembly Uses. On property used for public assembly, with periodically changing programs, the following signs may be installed and displayed, subject to a sign permit:

1. Wall sign: one wall mounted sign not to exceed twenty square feet in area per street frontage or parking lot frontage; and
2. One freestanding changeable copy directory sign not to exceed six feet in height and twelve square feet in area per street frontage or parking lot frontage shall be allowed;
3. Provided, however, that the signs shall be architecturally related to the structure to which they are appurtenant;
4. Number Limit: No more than two wall-mounted signs plus no more than two freestanding signs.

H. Pole or Monument Signs in Commercial, Industrial, Mixed-Use, and Institutional Zones. Pole-mounted or freestanding signs are allowed subject to a sign permit in the commercial and industrial zones and non-residential uses in a mixed-use zone, subject to:

1. Number Limit: Pole signs or monument signs shall be limited to one sign per frontage on street, freeway, or parking lot, and may include a cluster sign identifying individual businesses on the parcel(s);
2. Display Area Limit:
 - a. The total area of any sign installed along the primary frontage shall not exceed four square feet per lineal foot of property on the primary frontage;
 - b. The total area of any sign installed along each secondary frontage shall not exceed two square feet per lineal foot of property on the secondary frontage;
3. Location: Sign structures shall not be placed within the required setback area applicable to that zone, except that projecting signs may protrude into or overhang a maximum distance of one-half of the setback.
4. Height Limit: Pole signs may be 1½ feet high for each 1-foot away from the centerline of the street on which the sign is located, but in no case exceeding:
 - a. MXC 1 & MXD 1 zones - 50 feet;
 - b. MXC 2 & MXD 2 zones - 50 feet. Signs exceeding 50 feet may be allowed if located near a freeway and approved by the Planning Commission as compatible with the other uses near the site;
 - c. CA & CS zones - 50 feet. Signs exceeding 50 feet may be allowed, up to a maximum of 75 feet, if located near a freeway and approved by the Planning Commission as compatible with the other uses near the site;
 - d. Industrial zones - 70 feet.
 - e. Institutional zones – 50 feet.

I. Rotating Signs in Commercial and Industrial Zones. Signs that rotate are restricted to no more than eight revolutions per minute. Rotating signs are allowable only in commercial and industrial zones.

J. Projecting Signs in Commercial, Industrial, Mixed-Use, and Institutional Zones. Projecting signs may be installed and displayed, subject to a sign permit, in all commercial, industrial, mixed-use, and institutional zones, subject to:

1. Projecting signs shall not project over any public right-of-way, including streets or alleys, except as provided in Subsection D, below;
2. The maximum height of any projecting sign shall be 12 feet, and may project above any eave or parapet of less than 12 feet in height, but may not project inward over any such eave or parapet.

3. Maximum display area for all sides: 32 square feet.
4. Projecting signs may project over street parkways and required setback areas a maximum of one-half of the street parkway or setback width. For the purpose of this section, "street parkway" is defined as that part of the public street right-of-way lying between the front property line and the edge of the roadway.
5. Number limit: No more than one projecting sign shall be placed on each street frontage per business premises.
6. Qualification: A projecting sign shall be permitted only in lieu of a freestanding or marquee sign, and may not be utilized in addition to a freestanding or marquee sign.
7. Design: Projecting signs shall be supported so as to appear to be an architectural and integral part of the building. The sign shall be free of any extra bracing, angle iron, guy wires, or cables.

K. Digital Display Signs. Signs using digital display are allowed in the following zones: industrial, commercial, and mixed-use districts, subject to a sign permit, and subject to:

1. Maximum height: the same rule that would apply to the same sign if it were not using digital display;
2. Minimum requirement: digital display must be part of a master sign program;
3. Maximum display area:
 - a. For properties that front on arterial roadways, the digital display portion of the sign structure shall not exceed 25% of the allowable display area;
 - b. For properties that front on highways, the digital display portion of a sign shall not exceed 50% of the allowable display area;
 - c. Maximum Number: No more than one sign using digital display may be permitted on a site. The electronic message display may be single-faced or double-faced.
 - d. Signs using digital display may not project moving images or images that appear to move; each still image must be on display a minimum of 8 seconds; transitions between still images shall not exceed one second.
 - e. Light Intensity: each sign using digital display shall include a photometric sensor that will adjust the intensity of the sign for daytime and nighttime viewing. The nighttime intensity shall be limited to 0.3 foot-candles (over ambient levels) as measured at a preset distance as established by the Lewin Report as prepared for the Outdoor Advertising Association of America (OAAA). The city may modify or further restrict the intensity of any DAD display should the lighting create a distraction to drivers or an adverse effect on nearby residential property.
 - f. Operational Hours: the digital display portion of any sign shall not be operated between the hours of 10:00 p.m. and 7:00 a.m.
 - g. Signs using digital display shall be shielded or the light intensity reduced as necessary to prevent annoying glare impacting surrounding properties.
 - h. All new signs using digital display, which are not attached to a building, shall be mounted on one support column only.
 - i. Signs using digital display may be located on the wall of a building, provided the sign does not obscure any of the building's windows, architectural features, or other architectural details.

j. No sign using digital display may be placed within one mile of another sign using digital display on the same side of a highway. No sign using digital display may be placed within 1000' of another digital display on any street.

k. Signs using digital display are limited to noncommercial messages and onsite commercial messages; such signs may not be used as billboards or for purposes of general advertising for hire.

18.47.090 Temporary Signs. All temporary signs must have attached to them contact information for the persons and/or entities placing the signs on public display. Such information must include, at a minimum, the name of the person(s) and/or entities, and currently valid contact information such as phone number, mailing address, or email address. The purpose of this requirement is to give the City a way to contact persons who exceeded the time limit or other rules regarding display of certain signs, and give them an opportunity to cure the violation. The contact information must be in an easily readable, common typeface, such as Times New Roman, Garamond, Helvetica, Arial, or similar. Type size must be at least ten point.

A. Construction Site Signs. Temporary signs may be installed and displayed on construction sites without permit, subject to:

1. The maximum total area for signs at single-family residential construction projects shall be 20 square feet per street frontage;

2. The maximum area of signage at other construction projects shall be 50 square feet per street frontage;

3. For any request for square-footage exceeding the limits set forth in Subsections A.1. and A.2., a temporary use permit is required, the granting or denial of which shall be based solely on objective criteria such as time, location, and size;

4. All signs must be removed prior to and as a condition of the final inspection and approval of the project.

B. Temporary Signs Regarding Real Property Offered For Sale or Lease. Temporary signs may be installed and displayed on real property that is currently offered for sale or lease, or otherwise pursuant to Civil Code 713, without a sign permit, subject to:

1. A maximum of two temporary signs may be installed on developed or undeveloped property, with the following requirements and specifications for the sign:

a. The maximum area of signage allowed by this section per parcel per street frontage in commercial, industrial, mixed-use, multi-family, or institutional zones shall be 50 square feet;

b. These signs shall not be specially illuminated;

c. Such signs shall be removed within ten days following the lease or sale of the premises on which the sign is displayed.

C. Temporary Signs for Special Events. Temporary signs may be installed and displayed when related to and for the duration of thirty (30) days prior and five (5) days after a special event, subject to:

1. Special Event Signs in Commercial, Industrial, Multi-family, Mixed-use and Institutional zones

a. Temporary signs which do not cumulatively exceed 32 square feet in display area per street frontage, are allowed subject to a special event permit;

b. Temporary signs, except flags and banners, shall not be fastened directly to the exterior wall or face of any building. Temporary signs may be displayed in windows or on display boards, provided the combined total area of all signs does not exceed ten percent of the area of the building face upon which the signs are mounted. (See Section 18.47.120 for restrictions on flags and banners.)

D. Temporary Signs in Residential Zones. Refer to Section 18.47.060 for signs in residential zones.

18.47.100 Vehicle Signs. Buses and taxis that legally traverse the public streets may display advertising; however, mobile billboards are prohibited on public streets and parking spaces.

18.47.110 Murals. Murals or mural-type signs, including those described as artistic murals, shall be treated as any other sign subject to signage area requirements.

18.47.120 Flags, Banners, and Pennants. Permit required: All banners require the approval of the planning division. In order to obtain approval, see application and drawings required at the city planning division.

A. Auto Sales Lots. These provisions apply to all motor vehicle sales. Flags, banners, and pennants may be displayed on automobile sales lots without time limitation or site plan review, provided that:

1. The displays are properly maintained;
2. Displays are limited to the perimeter of the lot;
3. Displays do not exceed a height of twenty-five feet above the ground;
4. Displays may not be used in place of a permanent sign.

B. Other Commercial and Industrial Uses. Flags, banners, and pennants may be displayed on other commercial and industrial uses for a cumulative period of sixty days within each calendar year. The time limit commences when a banner permit is issued by the planning director. The sixty-day period may be divided into two occasions per calendar year, provided the total display time does not exceed sixty days per calendar year. A banner permit fee and an administrative fee in an amount representing the anticipated city enforcement costs in causing the applicant to remove flags or banners shall be paid to the city treasurer at the time of application for site plan review. The administrative fee shall be refunded upon the verified removal of the flag or banner by the specified deadline.

C. The following shall apply to all displays of commercial flags, banners, and pennants, except for displays on auto sales lots:

1. Must be removed by the owner or occupant within fifteen days after a determination by the city manager or that the display is improperly maintained or the flag, banner or pennant is tattered or worn;
2. Shall not be larger than forty square feet (cumulative of all visible copy/image areas);
3. Shall not be displayed in lieu of a permanent sign;
4. Shall not be placed on a roof, placed in required yard areas, or landscaped areas;
5. Must be compatible with the primary building's appearance;

6. Violation of the time limits shall render the site ineligible for issuance of a permit for display of a flag, banner or pennant for a period of one year from the date that the violation is abated;

7. The restrictions of this section shall also apply to signs and banners located within the first eight feet of the interior of commercial or industrial premises when such sign or banner is visible to the exterior.

18.47.130 Master Sign Programs.

Purpose and Applicability. The purpose of the master sign program provisions is to provide a coordinated approach to signage for National City's business districts, which include but not limited to the Harbor District, Downtown, Mile of Cars, and Plaza Bonita. Whenever a development project will have 6 or more separately leased spaces, then a master sign program is required.

A. Approval. A master sign program shall require the approval of the planning commission and the city council, after considering the proposed design standards.

B. Design Standards. Master sign programs shall feature a unified and coordinated approach to the materials, color, size, type, placement, and general design of signs proposed for a project or property.

C. Effect of Master Sign Program. All subsequent signs proposed for a development or property subject to an approved master sign program shall comply with the standards and specifications included in the master sign program.

18.47.140 Nonconforming Signs; Abandoned Uses. Signs that were legal when first installed, and which have not been modified or expanded in a manner that was illegal at the time of modification or expansion, may continue in use, so long as there is no modification or expansion which violates the regulations of this Chapter. If the size or configuration of a parcel or building is changed by the subdivision or splitting of the property or alterations to the building or parcel, property identification signs and outdoor advertising signs on the resulting properties shall be required to conform to the sign regulations applicable to the newly created parcel or parcels, at the time such change becomes effective.

Nonconforming signs shall be removed or made conforming when the business or property changes occupancy or ownership.

A. Change of Land Use / Nonconforming Signs. When there is a change in the use of land upon which are located signs that do not conform to this Chapter, then all signs on the parcel, lot, or leasable space must be brought into conformance with this Chapter and all other applicable laws, rules, regulations and policies.

B. Abandoned Site or Building. When the use of any parcel or building is vacated, terminated, or abandoned for any reason for a period of more than ninety consecutive days, the owner or person in possession of the property shall be responsible for the physical removal of all signs on the property, building or wall(s), and for painting over the surface so as to obliterate any painted or printed signs on the building so that the copy is not visible, within thirty days following notice from the city. Removal, painting out, or obliteration shall be performed in a manner that does not create a blighting influence. Any sign that relates or pertains to an establishment that is not actually operating on the same site for a period of ninety (90) or more consecutive calendar days shall be considered abandoned. Legal nonconforming use rights are extinguished when a sign qualifies as abandoned.

18.47.150 Safety, Maintenance, and Refacing.

A. Safety Codes – Compliance Required. All signs must comply with the applicable Uniform Building, Mechanical, Electrical Codes, and other safety codes adopted by the City. Safety Code Permits for installation shall be obtained, when required, prior to any installation, from the director of building and safety.

B. Maintenance. All signs and their supporting structures and components shall be maintained in a state of safe condition and good repair. Signs shall be "face washed" at least once a year. Electrically energized components must bear the seal of approval of an approved testing laboratory. Broken faces and burned-out lamps, bulbs, or tubes must be replaced within thirty days from the date of notification from the City. All permanent signs shall be "face washed" at least once a year. Electrically energized components must bear the seal of approval of an approved testing laboratory. Broken faces and burned-out lamps, bulbs, or tubes must be replaced within fifteen days from the date of notification from the city.

C. Refacing. Changing the copy or refacing of a sign shall require a sign reface permit. No consideration of message content shall occur. The purpose is to maintain an inventory of signs.

18.47.160 Enforcement and Removal.

A. Public Nuisance. All violations of this Chapter are declared to constitute public nuisances which may be abated by any method provided by law.

B. Enforcement. Each day of violation or non-compliance with these regulations shall be deemed as a separate offense and subject to all remedies available at law. Legal procedures and penalties shall be in accordance with the enforcement procedures established by the municipal code or state law.

C. Illegal Signs. Illegal signs may be abated by the City in accordance with its Municipal Code, state law, including but not limited to Business and Professions Code 5499.1 et. seq., or state law on abatement of public nuisances, or as otherwise provided by law.

D. Summary Abatement – Safety Hazards. If any sign is an immediate threat to the public health and safety by virtue of the physical condition of the sign structure, said sign may be immediately and summarily removed with the cost of such removal charged to the property owner in accordance with this Chapter.

E. Notice of Violation. Whenever any sign or part thereof, other than those causing an immediate threat to the public health and safety, constitutes an illegal sign and/or is erected or maintained in violation of this Chapter, the Director shall give written notice to all Responsible Parties to remove the sign or to bring it into compliance. The notice shall specify the nature of the violation, and give directions for a cure, which may include complete removal or replacement by a specific date. The notice shall advise the permittee, owner, or person in charge of the sign of the hearing rights established by this Chapter. The date for removal specified in the written notice shall not be less than ten (10) days from the date of the mailing of the notice. The responsible party receiving notice may request a hearing as detailed in 18.47.050.

F. Removal of Uncured Violations. Whenever the Responsible Parties fail to comply with an order of the Director made pursuant to this Section, and the time for cure has elapsed without the cure being effected, the Director may remove the sign, or order it removed, either by the City's own force or by a private party under contract. The expense of the removal may be charged, jointly and severally, to any and all responsible parties. Such amount shall

constitute a debt owed to the City. No permit shall thereafter be issued to any permittee, owner, or person in charge of a sign who fails to pay such costs. Any costs, including attorney's fees, incurred by the City in collection of the costs shall be added to the amount of the debt.

G. Cumulative Remedies. The provisions of this Section are alternative and additional remedies for the enforcement of this Chapter. Nothing in this Section shall preclude the City from enforcing the provisions of this Chapter by any other criminal, civil, or administrative proceeding.

18.47.170 Severability. The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the release of General Fund appropriations for the following Capital Improvement Program projects in the amount of \$998,736.34: Sweetwater Channel Maintenance, Civic Center Electrical

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the release of General Fund appropriations for the following Capital Improvement Program projects in the amount of \$998,736.34: Sweetwater Channel Maintenance, Civic Center Electrical Upgrades, Civic Center Improvements, Civic Center Chiller Project, Morgan Tower Rehab, Kimball Tower Fire Pumps / Sprinklers

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering & Public Works

PHONE: 619-336-4382

APPROVED BY:



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:



Finance

APPROVED:

MIS

Release the following General Fund appropriations:

- 001-409-500-598-1121 (Sweetwater Channel Maintenance): \$24,067.54
- 001-409-500-598-1178 (Civic Center Electrical Upgrades): \$67,547.00
- 001-409-500-598-1179 (Civic Center Improvements): \$400,000.00
- 001-409-500-598-1591 (Civic Center Chiller Project): \$160,409.80
- 001-409-500-598-1594 (Morgan Tower Rehab): \$205,000.00
- 001-409-500-598-1597 (Kimball Tower Fire Pumps / Sprinklers): \$141,712.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Resolution

EXPLANATION

On April 28, 2015, City Council held a Fiscal Year 2016 Budget Workshop open to the public. At the workshop, staff presented their recommendations for the Fiscal Year 2016 Capital Improvement Program (CIP). Staff's recommendations included the need for \$2,125,000 in FY 2016 General Fund appropriations to fund several projects. In order to offset the impact to the General Fund, staff also suggested releasing \$998,736.34 in General Fund appropriations from existing CIP projects. The table below provides a summary of these projects, including justifications for the release of funds. The release of funds would increase the unassigned General Fund balance for the current fiscal year, and allow for these funds to then be assigned to the projects identified in the FY 2016 CIP as part of the FY 2016 Budget.

Project	Description	Account #	General Fund (001)	Notes
Sweetwater Channel Maintenance	Fair-share contribution paid to County of San Diego for channel maintenance	001-409-500-598-1121	\$ (24,067.54)	Release funds - fair-share contribution will be paid out of Engineering Contract Services M&O Account (001-416-030-299)
Civic Center Electrical Upgrades	Electrical upgrades for Civic Center Building	001-409-500-598-1178	\$ (67,547.00)	Release funds - project is on hold for FY 2016 pending completion of Citywide Facility Needs Assessment
Civic Center Improvements	Energy efficiency upgrades - mechanical, electrical, HVAC; Council Chambers security, fire suppression, ADA, etc.	001-409-500-598-1179	\$ (400,000.00)	Release funds - project is on hold for FY 2016 pending completion of Citywide Facility Needs Assessment; approximately \$200,000 in FY 2015 carryover balance will be available for facility improvements
Civic Center Chiller Project	Replace air cooled condenser unit	001-409-500-598-1591	\$ (160,409.80)	Release funds - approximately \$200,000 in FY 2015 carryover balance will be used to complete remaining project improvements
Morgan Tower Rehab	Mechanical, electrical, HVAC upgrades, roof, etc.	001-409-500-598-1594	\$ (205,000.00)	Release funds - project is on hold for FY 2016 pending completion of Citywide Facility Needs Assessment
Kimball Tower Fire Pumps / Sprinklers	Replace fire pumps and sprinklers for Kimball Tower	001-409-500-598-1597	\$ (141,712.00)	Release funds - project completed in FY 2015
Total			\$ (998,736.34)	

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE RELEASE OF GENERAL FUND APPROPRIATIONS
FROM THE FOLLOWING CAPITAL IMPROVEMENT PROGRAM PROJECTS
IN THE AMOUNT OF \$998,736.34: SWEETWATER CHANNEL MAINTENANCE,
CIVIC CENTER ELECTRICAL UPGRADES, CIVIC CENTER IMPROVEMENTS,
CIVIC CENTER CHILLER PROJECT, MORGAN TOWER REHAB,
AND KIMBALL TOWER FIRE PUMPS/SPRINKLERS

WHEREAS, at the April 28, 2015 City Council Fiscal Year (“FY”) 2016 Budget Workshop, staff presented recommendations for the Fiscal Year 2016 Capital Improvement Program (“CIP”); and

WHEREAS, staff’s recommendations included the need for \$2,125,000 in FY 2016 General Fund appropriations to fund several projects; and

WHEREAS, in order to offset the impact to the General Fund, staff also suggested releasing \$998,736.34 in General Fund appropriations from existing CIP projects as shown in the attached table that provides a summary of these projects including justifications for the release of funds (see Exhibit “A”); and

WHEREAS, the release of funds would increase the unassigned General Fund balance for the current fiscal year, and allow for these funds to be assigned to the projects identified in the FY 2016 CIP as part of the FY 2016 Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the release of General Fund appropriations for the following Capital Improvement Program projects in the amount of \$998,736.34: Sweetwater Channel Maintenance, Civic Center Electrical Upgrades, Civic Center Improvements, Civic Center Chiller Project, Morgan Tower Rehab, and Kimball Tower Fire Pumps/Sprinklers.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

Project	Description	Account #	General Fund (001)	Notes
Sweetwater Channel Maintenance	Fair-share contribution paid to County of San Diego for channel maintenance	001-409-500-598-1121	\$ (24,067.54)	Release funds - fair-share contribution will be paid out of Engineering Contract Services M&O Account (001-416-030-299)
Civic Center Electrical Upgrades	Electrical upgrades for Civic Center Building	001-409-500-598-1178	\$ (67,547.00)	Release funds - project is on hold for FY 2016 pending completion of Citywide Facility Needs Assessment
Civic Center Improvements	Energy efficiency upgrades - mechanical, electrical, HVAC; Council Chambers security, fire suppression, ADA, etc.	001-409-500-598-1179	\$ (400,000.00)	Release funds - project is on hold for FY 2016 pending completion of Citywide Facility Needs Assessment; approximately \$200,000 in FY 2015 carryover balance will be available for facility improvements
Civic Center Chiller Project	Replace air cooled condenser unit	001-409-500-598-1591	\$ (160,409.80)	Release funds - approximately \$200,000 in FY 2015 carryover balance will be used to complete remaining project improvements
Morgan Tower Rehab	Mechanical, electrical, HVAC upgrades, roof, etc.	001-409-500-598-1594	\$ (205,000.00)	Release funds - project is on hold for FY 2016 pending completion of Citywide Facility Needs Assessment
Kimball Tower Fire Pumps / Sprinklers	Replace fire pumps and sprinklers for Kimball Tower	001-409-500-598-1597	\$ (141,712.00)	Release funds - project completed in FY 2015
		Total	\$ (998,736.34)	

EXHIBIT A

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a Fourth Amendment to the Agreement with Safdie Rabines Architects to extend the term of the Agreement to December 31, 2015 and increase the not-to-exceed amount

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Fourth Amendment to the Agreement with Safdie Rabines Architects to extend the term of the Agreement to December 31, 2015 and increase the not-to-exceed amount of the Agreement by \$80,000, for a total Agreement amount of \$853,630, for continued architectural and construction support services for the National City Waterfront Adventure Center (formerly known as the National City Aquatic Center)

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering & Public Works

PHONE: 336-4382

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Funds available in account #001-409-500-598-3816 (San Diego Unified Port District CIP)

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt resolution to execute a Fourth Amendment to the Agreement with Safdie Rabines Architects for continued architectural and construction support services for the National City Waterfront Adventure Center

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

Explanation:

On September 6, 2011 per City Council Resolution No. 2011-213, the City of National City entered into an agreement with Safdie Rabines Architects to provide architectural services to design the National City Aquatic Center in the not to exceed amount of \$291,777.

On March 20, 2012, per City Council Resolution No. 2012-64, a First Amendment to the Agreement was executed to increase the amount of the Agreement by \$61,653, for a total Agreement amount of \$353,630. The First Amendment also amended the scope of services to include a redesign of certain elements, additional geotechnical work and creation of an Operating and Maintenance document required by the Port of San Diego.

On November 19, 2013, per City Council Resolution No. 2013-171, a Second Amendment to the Agreement was executed to extend the term of the agreement to December 31, 2014 and increase the amount of the Agreement by \$150,000, for a total Agreement amount of \$503,630.

On August 5, 2014, per City Council Resolution No. 2014-102, a Third Amendment to the Agreement was executed increasing the not-to-exceed amount by \$270,000 for a total Agreement amount of \$773,630.

Due to delays caused by the construction contractor and/or their subcontractors, project completion has been delayed approximately eight months. Architectural and construction support services are required through project completion.

Therefore, staff is requesting a Fourth Amendment to the Agreement to extend the term of the Agreement to December 31, 2015 and increase the not-to-exceed amount by \$80,000, for a total Agreement amount of \$853,630.

Funding for this amendment is available through the San Diego Unified Port District Capital Improvement Program grant awarded to National City for completion of the Waterfront Adventure Center.

**FOURTH AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SAFDIE RABINES ARCHITECTS**

This Fourth Amendment to the Agreement is entered into this 19th day of May 2015 by and between the City of National City, a municipal corporation ("CITY"), and Safdie Rabines Architects, (the "CONSULTANT").

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an agreement on September 6, 2011, ("the Agreement") through the adoption of City of National City Council Resolution No. 2011-213, wherein the CONSULTANT agreed to provide architectural services for the National City Aquatic Center, which was renamed as the National City Waterfront Adventure Center in 2014.

WHEREAS, the original Agreement had a not to exceed amount of \$291,777; and

WHEREAS, on March 20, 2012, the City Council adopted Resolution No. 2012-64 approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$61,853, for a total Agreement amount of \$353,630, and amending the scope of services to include a redesign of certain elements, additional geotechnical work, and creation of the Operating and Maintenance document required by the Port of San Diego; and

WHEREAS, on November 19, 2013, the City Council adopted Resolution No. 2013-171 approving the Second Amendment to the Agreement increasing the not-to-exceed amount by \$150,000 for a total Agreement amount of \$503,630, and extending the term of the agreement to December 31, 2014; and

WHEREAS, on August 5, 2014, the City Council adopted Resolution No. 2014-102 approving the Third Amendment to the Agreement increasing the not-to-exceed amount by \$270,000 for a total Agreement amount of \$773,630; and

WHEREAS, the parties desire to extend the term of the Agreement to December 31, 2015; and

WHEREAS, the parties desire to increase the not-to-exceed amount by \$80,000, for a total Agreement amount of \$853,630, to provide construction support services through project completion, including review of contractor submittals, preparation of responses to Requests for Information (RFIs), site visits, weekly construction meetings, general project coordination, and preparation of record drawings.

AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement entered into on September 6, 2011 as follows:

1. Extend the term of the Agreement through December 31, 2015, by amending Paragraph Number 6 of the Agreement by adding the following:

In the event the tasks described in Exhibit "A" are not completed on or before June 30, 2013 due to changes in the project schedule, the term of the agreement shall be extended to December 31, 2015.

2. Increase the not-to-exceed amount by \$80,000, for a total Agreement amount of \$853,630.
3. The amendment to Paragraph Number 6 contained herein is effective as of June 30, 2013.
4. The parties further agree that with the foregoing exceptions, each and every term and provision of the Agreement dated September 6, 2011, shall remain in full force and effect.

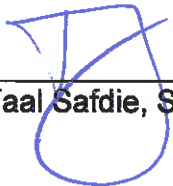
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

SAFDIE RABINES ARCHITECTS

By: _____
Ron Morrison, Mayor

By: 
Ricardo Rabines, President

By: 
Taal Safdie, Secretary and CFO

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A FOURTH AMENDMENT
TO THE AGREEMENT WITH SAFDIE RABINES ARCHITECTS TO EXTEND
THE TERM OF THE AGREEMENT TO DECEMBER 31, 2015, AND INCREASE
THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$80,000,
FOR A TOTAL AGREEMENT AMOUNT OF \$853,630, FOR CONTINUED
ARCHITECTURAL AND CONSTRUCTION SUPPORT SERVICES
FOR THE NATIONAL CITY WATERFRONT ADVENTURE CENTER

WHEREAS, on September 6, 2011, the City Council adopted Resolution No. 2011-213, entering into an Agreement with Safdie Rabines Architects to provide architectural services to design the National City Aquatic Center (the "Project") in the not to exceed amount of \$291,777; and

WHEREAS, on March 20, 2012, a First Amendment to the Agreement was entered into through the adoption of City Council Resolution No. 2012-64, to increase the amount of the Agreement by \$61,653, for a total Agreement amount of \$353,630, and to amend the scope of services to include a redesign of certain elements, additional geotechnical work, and the creation of an Operating and Maintenance document required by the Port of San Diego; and

WHEREAS, on November 19, 2013, a Second Amendment to the Agreement was entered into through the adoption of City Council Resolution No. 2013-171 to increase the not to exceed amount of by \$150,000 for a total not to exceed amount of \$503,630, and to extend the term of the Agreement from June 30, 2013 to December 31, 2014; and

WHEREAS, on August 5, 2014, the City Council adopted Resolution No. 2014-102 approving the Third Amendment to the Agreement increasing the not-to-exceed amount by \$270,000 for a total Agreement amount of \$773,630; and

WHEREAS, the parties desire to extend the term of the Agreement to December 31, 2015; and

WHEREAS, the parties desire to increase the not-to-exceed amount by \$80,000, for a total Agreement amount of \$853,630, to provide construction support services through project completion, including review of contractor submittals, preparation of responses to Requests for Information, site visits, weekly construction meetings, general project coordination, and preparation of record drawings.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Fourth Amendment to the Agreement with Safdie Rabines Architects to extend the term to December 31, 2015, and increase the not to exceed amount of by \$80,000 for a total not to exceed amount of \$853,630. The Fourth Amendment is on file in the Office of the City Clerk.

[Signature Page to Follow]

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute Change Order No. 1 to the National City Culvert Barrier Project contract (CIP No. 14-06) with Downstream Services, Inc. for the lump sum amount of \$14,995.00 to p

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute Change Order No. 1 to the National City Culvert Barrier Project contract (CIP No. 14-06) with Downstream Services, Inc. for the lump sum amount of \$14,995.00 to procure, fabricate, and install a Portland cement concrete headwall and additional inlet grate.

PREPARED BY: Kenneth Fernandez, P.E.



PHONE: 336-4388

DEPARTMENT: Engineering & Public Works

APPROVED BY: _____

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

001-416-030-299-0000 (Environmental Compliance): \$14,995.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Project Location Map
3. Change Order No. 1
4. Resolution

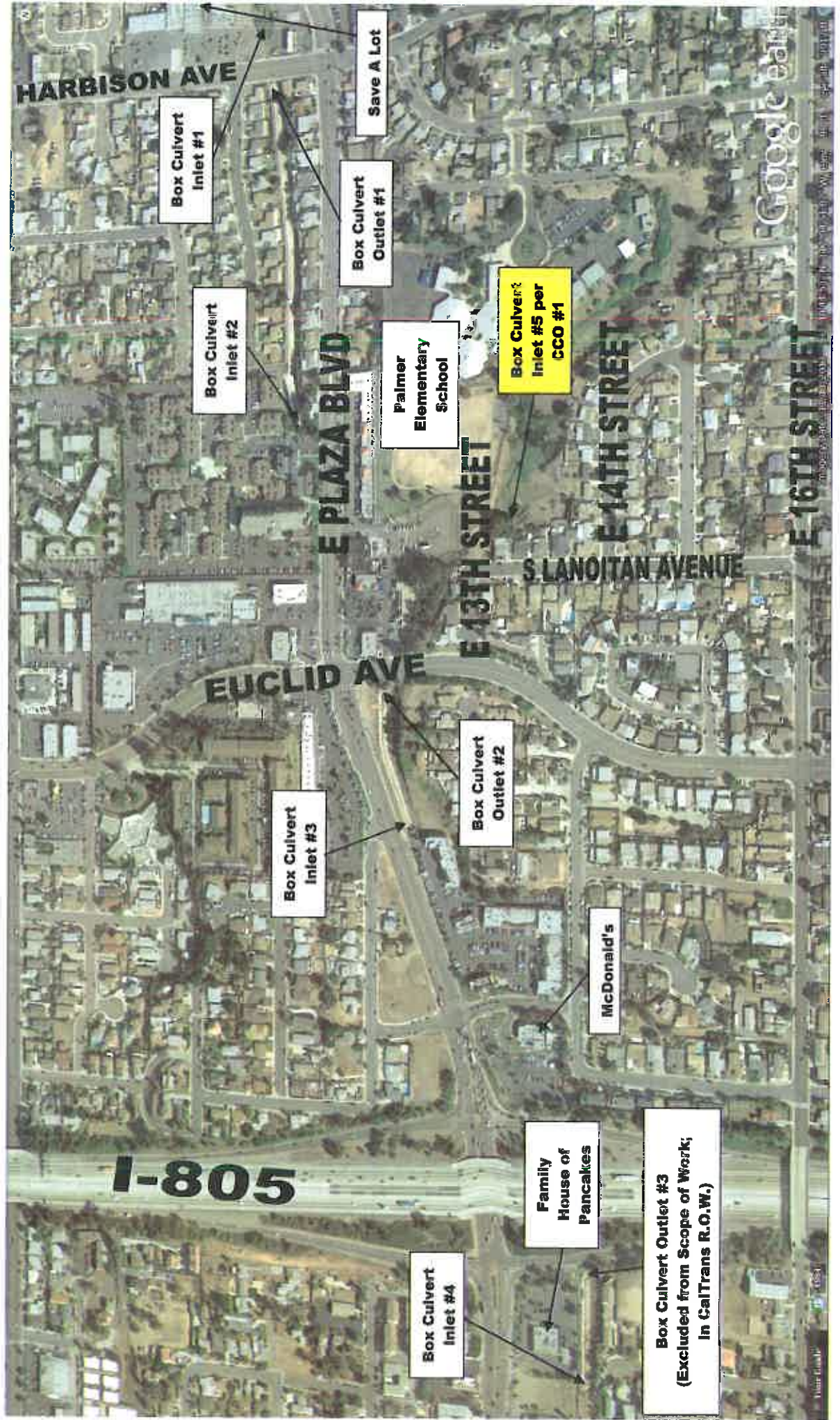
EXPLANATION

On January 20, 2015, City Council adopted Resolution No. 2015-3 awarding a contract in the amount of \$79,000.00 to Downstream Services, Inc. for the National City Culvert Barrier Project (CIP No. 14-06.) After the original award of the contract, it was brought to Engineering Staff's attention that an additional culvert inlet is a part of the culvert (tunnel) drainage system that this project is addressing. This particular culvert section is in the form of the letter "Y" with two inlets and one outlet. Under the original scope of work, one of the inlets and the outlet was being covered. However, this 66-inch nominal-diameter inlet was not originally requested, allowing an access point for debris and unauthorized personnel. This proposed seventh barrier location is in a grassy-swale canyon behind the residences of the East 13th Street and South Lanoitan Avenue intersection just west of Palmer Elementary School as shown on the attached location map.

Staff requested a quote from the contractor to procure, fabricate, and install an additional culvert barrier and a regional standard headwall to properly fasten and secure the inlet grate. The contractor's lump sum change order proposal is for \$14,995.00. Since this change order would slightly exceed the pre-approved 15% contingency amount of \$11,850.00 by \$3,145.00, City Council action is required.

Staff recommends executing the change order with Downstream Services, Inc. based on the quality of the barrier grates they have been installing for the project, and to take advantage of their competitive prices while they are still under contract.

Project Location Map (Seven Culvert Openings)





Letter of Transmittal

To: City of National City

Attn: Sean Gill,

From: Clark Roberts, PM

Date: 04-24-2015

RE: Contract #14-06 National City Culvert Barrier Project

Subject: Add - on Barrier Details.

Contents: Headwall Specs (See Notes for Contents).

Submittal #: 6

Revision #: N/A

Spec. Sect. #: N/A


Plan Sheet #: N/A

Notes: Add on Culvert at 13th and S. Lenoitan Street specifications, per proposal. Included is the SRSD detail for headwalls (See 72", Single Pipe, U-type Headwall) as well as concrete design mix (See D35B, Note 3).

Deviations: None.
(If any)

We have reviewed in detail and certify that the material, equipment or construction procedure(s) contained in this submittal meet all the requirements specified in or shown on the Contract Documents, Construction Specifications and Construction Plans with (if) noted exceptions.

<input type="checkbox"/> Urgent	<input checked="" type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Reply
---------------------------------	------------------------------------------------	-----------------------------------------	--------------------------------

Signature:  04-24-2015
 Clark Roberts - Project Manager Date:
 Downstream Services, Inc.

Signature: _____ Date: _____



Proposal

Downstream Services, Inc. (DSI)

Contractor's License #A807953

2855 Progress Place, Escondido, CA 92029

ph. (760) 746-2544 fax (760) 746-2667 www.downstreamservices.com

To: National City Engineering and P.W.	Date: 4/3/2015	Page(s): 1
Attn: Sean Gill	Job Name: Culvert Barrier Add-On	
Address: 1243 National City Blvd. National City, CA, 91950	Email: sgill@iccsinc.net	

We hereby submit the following: **48" CMP Culvert Outlet Headwall and Culvert Barrier Install**

Quantity	Unit	Description	Unit Price	Total Price	Taxable (y/n)
1	ea	Project Located at 13th and S. Lenoitan St, National City CA Fabricate and galvanize steel grate per project specifications provided in the "National City Culvert Barrier Project" for existing culvert inlet.	\$ 2,000.00	\$ 2,000.00	
1	ea	Prepare culvert face perimeter, construct culvert U-headwall per San Diego Regional Standard Drawings D-35A and D-35B including cut down of existing pipe to culvert face.	\$ 12,000.00	\$ 12,000.00	
1	ea	Install fabricated grate per specs included in Contract 14-06 Addendum 1, Exhibit B	\$ 995.00	\$ 995.00	
DSI will need 10 additional days for fabrication, preparation and and installtion of this grate					

Total Sales Tax: \$ - 8%

Assumptions:	Exclusions:
Prevailing rate of pay. Owner to provide clear unobstructed access to pipeline segment(s) free of hindrance from others, and small laydown area during construction. Delays beyond our control will be invoiced at listed hourly rates for men and equipment.	Excludes removal or relocation of conflicting utilities Bonds, permits or agency fees. Excavation or removal of rock larger than 24"

We propose to furnish material and labor - complete in accordance with the above specifications, for the sum of:

\$14,995.00

In the event a lawsuit is instigated to enforce payment, the vendor/contractor/owner agrees to pay reasonable attorney and collection fees together with the legal interest and costs of lawsuit. A service charge of 1% per month (12% per annum) will be charged on all past due accounts. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications or changes in plans shall constitute a "change order" at the rate of time and materials, plus 15% overhead. See contract insert for rates. **Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. Downstream Services, Inc. (DSI) is authorized to do the work as specified. I agree to notify DSI in writing of any disputes within 30 days of the date the work was performed. Otherwise such disputes are considered negligible. Payment will be made as outlined above Net 30 days with Monthly Progress Payments.

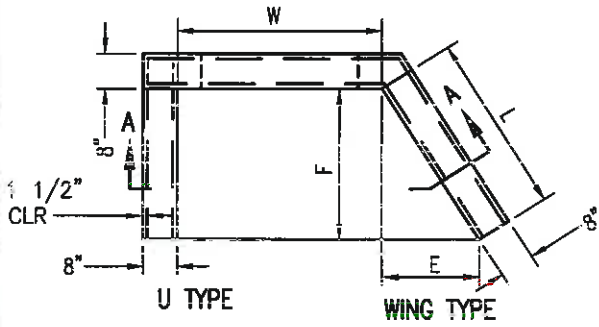
Victor Roberts - Vice President

Authorized By: [Please print name]

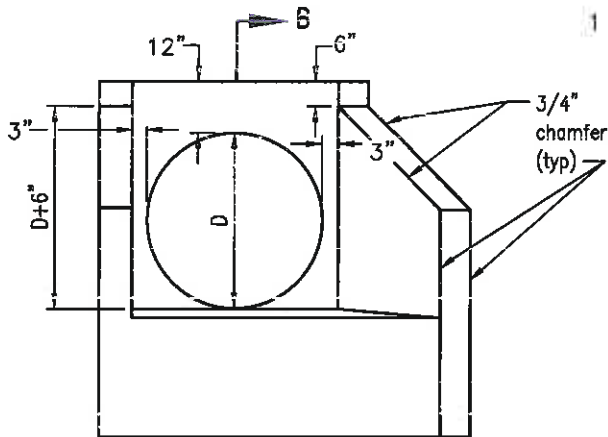
Authorized Signature

Date: / /2015

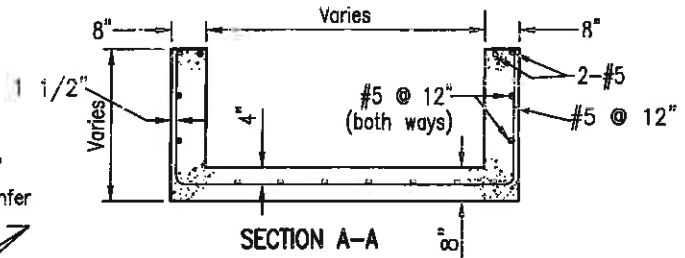
Date: 4/3/2015



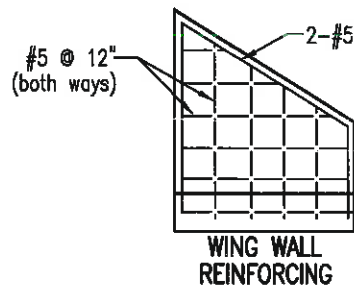
PLAN



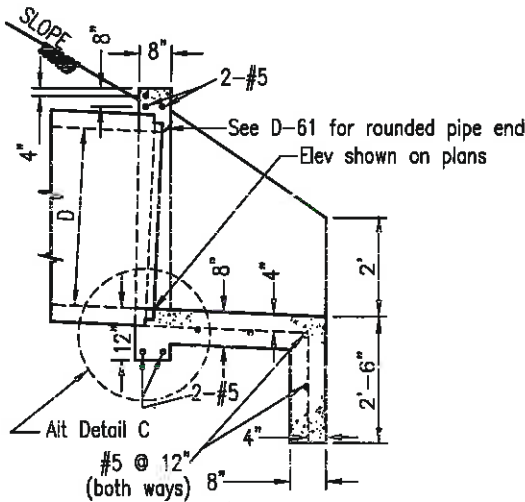
ELEVATION



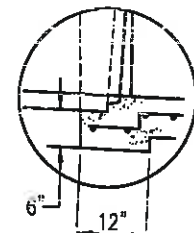
SECTION A-A



WING WALL REINFORCING

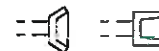


SECTION B-B



ALT DETAIL C

LEGEND ON PLANS



NOTE

See D-35B for Dimension Table and General Notes.

Revision	By	Approved	Date
ORIGINAL		Kercheval	12/75
Add Metric		T. Stanton	03/03
Reformatted		T. Stanton	04/06
Edited		T. Stanton	02/09
Edited	S.S. T. Regello		03/11

SAN DIEGO REGIONAL STANDARD DRAWING

**WING AND U TYPE HEADWALLS
FOR 42" TO 84" PIPE**

RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE

T. Stanton 7/26/2012
Chairperson R.C.E. 19246 Date

DRAWING NUMBER **D-35A**

**TABLE OF DIMENSIONS AND QUANTITIES
FOR HEADWALLS SHOWN ON D-35A**

DIA OF PIPE	DIMENSIONS				SINGLE PIPE				DOUBLE PIPE				
	L	E	F	W	U TYPE		WING TYPE		W	U TYPE		WING TYPE	
					CONC. (CY)	STEEL (LBS)	CONC. (CY)	STEEL (LBS)		CONC. (CY)	STEEL (LBS)	CONC. (CY)	STEEL (LBS)
42"	3'-7 1/4"	2'	3'	4'	1.57	117	1.90	135	10'	2.69	190	3.16	214
48"	4'-6"	2'-6"	3'-9"	4'-6"	1.97	153	2.48	184	11'-4"	3.43	252	4.06	288
54"	5'-4 7/8"	3'	4'-6"	5'	2.41	190	3.07	246	12'-8"	4.24	319	5.06	368
60"	6'-3 3/4"	3'-6"	5'-3"	5'-6"	2.88	239	3.75	294	14'	5.13	386	6.17	442
66"	7'-2 1/2"	4'	6'	6'	3.38	294	4.52	356	15'-4"	6.08	454	7.20	516
72"	8'-1 3/8"	4'-6"	6'-9"	6'-6"	3.93	368	5.52	417	16'-8"	7.11	522	8.30	588
78"	9'	5'	7'-6"	7'	4.50	444	6.70	503	18'	8.20	595	9.50	693
84"	9'-10 3/4"	5'-6"	8'-3"	7'-6"	5.21	540	8.15	619	19'-4"	9.50	687	10.80	786

Note: Dimensions E and L apply to wing type only.

NOTES

1. Skewed Pipes: Dimension W to be increased to take care of increased width or length due to skew of multiple pipes.
2. Top of headwall shall be placed approximately parallel to profile grade when the grade is 3% or more.
3. Concrete shall be 560-C-3250.
4. Exposed corners shall be 3/4" chamfered.
5. Multiple pipes shall be set a distance of D/2, with a 1' minimum, between outside diameters of pipes.
6. For pipe wall thickness greater than 3" use Alternate Detail C.

LEGEND ON PLANS



Revision	By	Approved	Date	SAN DIEGO REGIONAL STANDARD DRAWING	RECOMMENDED BY THE SAN DIEGO REGIONAL STANDARDS COMMITTEE	
ORIGINAL		Kercheval	12/75		WING AND U TYPE HEADWALLS FOR 42" TO 84" PIPE	<i>T. Stanton</i> 7/26/2012
Add Metric		T. Stanton	03/03			Chairperson R.C.E. 19246 Date
Reformatted		T. Stanton	04/06			DRAWING NUMBER
Edited		T. Stanton	02/09			D-35B
Edited	S.S.	T. Regello	03/11			

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO
THE NATIONAL CITY CULVERT BARRIER PROJECT CONTRACT (CIP NO. 14-06)
WITH DOWNSTREAM SERVICES, INC. FOR THE LUMP SUM AMOUNT
OF \$14,995.00 TO PROCURE, FABRICATE, AND INSTALL A PORTLAND
CEMENT CONCRETE HEADWALL AND ADDITIONAL INLET GRATE

WHEREAS, on January 20, 2015, City Council adopted Resolution No. 2015-3 awarding a contract in the amount of \$79,000.00 to Downstream Services, Inc., for the National City Culvert Barrier Project; and

WHEREAS, after the original award of the contract, an additional culvert inlet that is a part of the culvert (tunnel) drainage system was identified; and

WHEREAS, the contractor's lump sum change order proposal is \$14,995.00 to procure, fabricate, and install an additional culvert barrier and a regional standard headwall to properly fasten and secure the inlet grate; and

WHEREAS, staff recommends executing the change order with Downstream Services, Inc., based on the quality of the barrier grates they have been installing for the project, and to take advantage of their competitive prices while they are still under contract; and

WHEREAS, since this change order would slightly exceed the pre-approved 15% contingency amount of \$11,850.00 by \$3,145.00, City Council action is required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute Change Order No. 1 to the National City Culvert Barrier Project contract (CIP No. 14-06) with Downstream Services, Inc., for the lump sum amount of \$14,995 to procure, fabricate, and install a Portland cement concrete headwall and additional inlet grate.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Harris & Associates, Inc. for a not-to-exceed amount of \$900,000 to provide on-call project support services for National City's Capital Improve

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Harris & Associates, Inc. for a not-to-exceed amount of \$900,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, sewer system and storm drain analysis and design, construction support, engineering plan reviews and tentative map reviews

PREPARED BY: Stephen Manganiello, City Engineer

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funded through various CIPs, on an as-needed basis

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt resolution authorizing Mayor to execute Agreement with Harris & Associates to provide on-call project support services for National City's Capital Improvement Program (CIP)

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

The City's current 5-Year Capital Improvement Program (CIP) is projected to deliver over \$60 million in major public improvements. Approximately \$25 million, or 40% of the CIP budget, is funded through Federal, State and Regional "competitive" grants. Projects include corridor enhancements for traffic calming, pedestrian and bicycle safety, and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban runoff; Americans with Disabilities Act (ADA) enhancements; park amenities; mechanical, electrical, and heating, ventilation, and air conditioning (HVAC) upgrades to City-owned buildings; and site preparation for affordable housing projects including infill transit-oriented development.

In order to design, manage and deliver these projects on schedule and within budget, the Department of Engineering & Public Works advertised a Request for Qualifications (RFQ) for various engineering and construction support services on January 27, 2014. Additional services requested via the RFQ include plan and map reviews, preparation of plat & legal descriptions, sewer system management and financial administration, and environmental compliance involving storm water, wastewater, and hazardous materials (HAZMAT). The RFQ was advertised on the City's Website, published in the Daily Transcript, and e-mailed to over 150 professional consultant firms. The Department received approximately 70 Statement of Qualifications (SOQs) from various firms, including Disadvantaged, Small and/or Minority Business Enterprises, by the February 24, 2014 deadline.

Staff from the Department of Engineering & Public Works selected several firms for interviews based on qualifications. Based on the strength of their SOQ and interview, staff recommends executing an agreement with Harris & Associates, Inc. for a not-to-exceed amount of \$900,000 to provide on-call project support services for National City's CIP, including, but not limited to, sewer system and storm drain analysis and design, construction support, engineering plan reviews and tentative map reviews. See Exhibit "A" of the attached agreement for general scope of work and Exhibit "B" for fee schedule.

A copy of the SOQ submitted by Harris & Associates is available for review in the Office of the City Engineer.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
HARRIS & ASSOCIATES, INC.**

THIS AGREEMENT is entered into this 19th day of May, 2015, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and Harris & Associates, Inc., a corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP).

WHEREAS, on January 27, 2014, the Department of Engineering & Public Works advertised a Request for Qualifications (RFQ) for various engineering and construction support services.

WHEREAS, on February 24, 2014, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ.

WHEREAS, the CITY has determined that the CONSULTANT is a professional engineering firm specializing in sewer system and storm drain analysis and design, construction support, engineering plan reviews and tentative map reviews.

WHEREAS, based on evaluation of the CONSULTANT'S SOQ and interview, the CITY has determined that the CONSULTANT 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, 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. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, sewer system and storm drain analysis and design, construction support, engineering plan reviews and tentative map reviews.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time and materials basis, consistent with the detailed scope of work and within the limits of the "not-to-exceed" cost estimate.

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 Project Coordinator. The CONSULTANT shall appear at meetings as required by the Project Coordinator to keep staff and City Council advised of the progress on projects.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 15% from the base amount.

3. **PROJECT COORDINATION AND SUPERVISION.**

Stephen Manganiello, Director of Public Works/City Engineer, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The 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. Ehab Gerges, P.E., Senior Vice President/Chief Operating Officer, thereby is designated as the Project Director for the CONSULTANT.

4. **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 materials, consistent with Exhibit "B". The billing rates presented in Exhibit "B" may not be increased without prior written authorization from the CITY. The total cost for services described in Exhibit "A" shall not exceed \$900,000 (the Base amount) without prior written authorization from the CITY. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with the general scope of services in Exhibit "A", and the detailed scope of work and schedule of deliverables provided for individual task orders, as determined by the Project Coordinator.

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.

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

The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on May 19, 2015. The duration of this Agreement is for the period of May 19, 2015 through May 18, 2017. With mutual agreement of the parties, this Agreement may be extended for an additional period of up to one year, through May 18, 2018.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

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

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of 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 herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are 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. 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-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

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

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the

CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

The CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligent performance of this Agreement.

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

16. **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 Government 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, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **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 checked insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insured, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance** with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insured, and a separate additional insured

endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

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, 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 of cancellation or material change.

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

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. 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 of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

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

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party 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.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

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

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

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

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

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

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten

(10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent.

Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello
 Director of Public Works/City Engineer
 Engineering & Public Works Department
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4301

To CONSULTANT:
 Ehab Gerges, P.E.
 Senior Vice President/Chief Operating Officer
 Harris & Associates, Inc.
 750 B Street, Suite1800
 San Diego, CA 92101

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

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City

Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

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

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

24. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

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

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

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

K. *Successors and Assigns.* This Agreement shall be binding upon and shall

inure to the benefit of the successors and assigns of the parties hereto.

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

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

HARRIS & ASSOCIATES, INC.

By: _____
Gary S. Wohl
President/CFO

By: _____
Ehab S. Gerges, P.E.
Senior Vice President/COO

APPROVED AS TO FORM:

Claudia G. Silva
City Attorney



Harris & Associates.

February 24, 2014

Stephen Manganiello
Director of Public Works/City Engineer
City of National City
Department of Engineering & Public Works
1243 National City Boulevard
National City, CA 91950

Subject: Proposal for On-Call Project Support Services for National City's Capital Improvement Program (CIP)

Dear Mr. Manganiello:

Harris & Associates (Harris) is proud of the partnership formed with the City of National City staff over the last nine years in delivering a capital improvement program to renew the City's infrastructure. From street improvements, traffic enhancements, and community development improvements, the City has advanced and improved the quality of life to its residents and businesses. As one of National City's current on-call civil design consultants, we take pride in being part of your team and contributing to the growth and success of your community. For this reason, Harris is prepared, yet again, to partner with the City and continue to deliver quality projects throughout the City. This is evident in some of your recent infrastructure enhancement projects such as the Safe Routes to School projects, 8th Street Smart Growth, Highland Avenue ADA improvements, A Street Green Street, Plaza Boulevard, to name a few.

In providing civil engineering to support the City of National City's efforts and capital improvements, Harris is pleased to have completed over 30 tasks, including traffic studies, street improvements, plan checking, and project management support. A highlight and short description of successfully completed tasks is included in our proposal.

We have put together a team which comprises of Mr. Ehab Gerges, PE, the designated point of contact, who will function as the Project Manager. Mr. Gerges has over 25 years of professional engineering experience in public works design and has managed a variety of similar projects in the City's CIP including street improvements, street resurfacing, traffic calming, and sewer system improvements.

In addition, our project team consists of individuals with over 25 years of successful experience providing public works infrastructure to citizens of San Diego County. We have developed strong working relationships with the local permitting, resource agencies and utility companies. Our teams understanding of the local permitting requirements and local codes, will assist in keeping your projects on track and minimize delays.

Harris & Associates has enjoyed our working relationship with National City and we look forward to the continued opportunity to provide professional engineering services.

Sincerely,
Harris & Associates

Ehab S. Gerges, PE. QSD
Vice President

Section 4: Experience and Technical Competence

Firm Profile

Harris & Associates, founded in 1974, specializes in serving the professional service needs of public agencies, institutions, and private clients in the Western states. We provide expertise from project conception through occupancy in the following four service areas:

- Engineering services
- Municipal services
- Project and construction management
- Program management

Established as a California corporation in 1977, Harris has a staff of 230 employee-owners including licensed engineers and architects, certified construction managers, and inspectors. We understand that successful project delivery means more than being on time and within budget. Successful projects address the concerns of neighbors and users, are sensitive to the environment, and conform to local political realities. By focusing on our clients' needs as our top priority, we have earned an excellent reputation within the industry. Our depth and breadth of skills will assist you in charting the course of your projects.

Disciplines/General Service Areas

Harris is interested in pursuing the following disciplines and general service areas below.

Disciplines

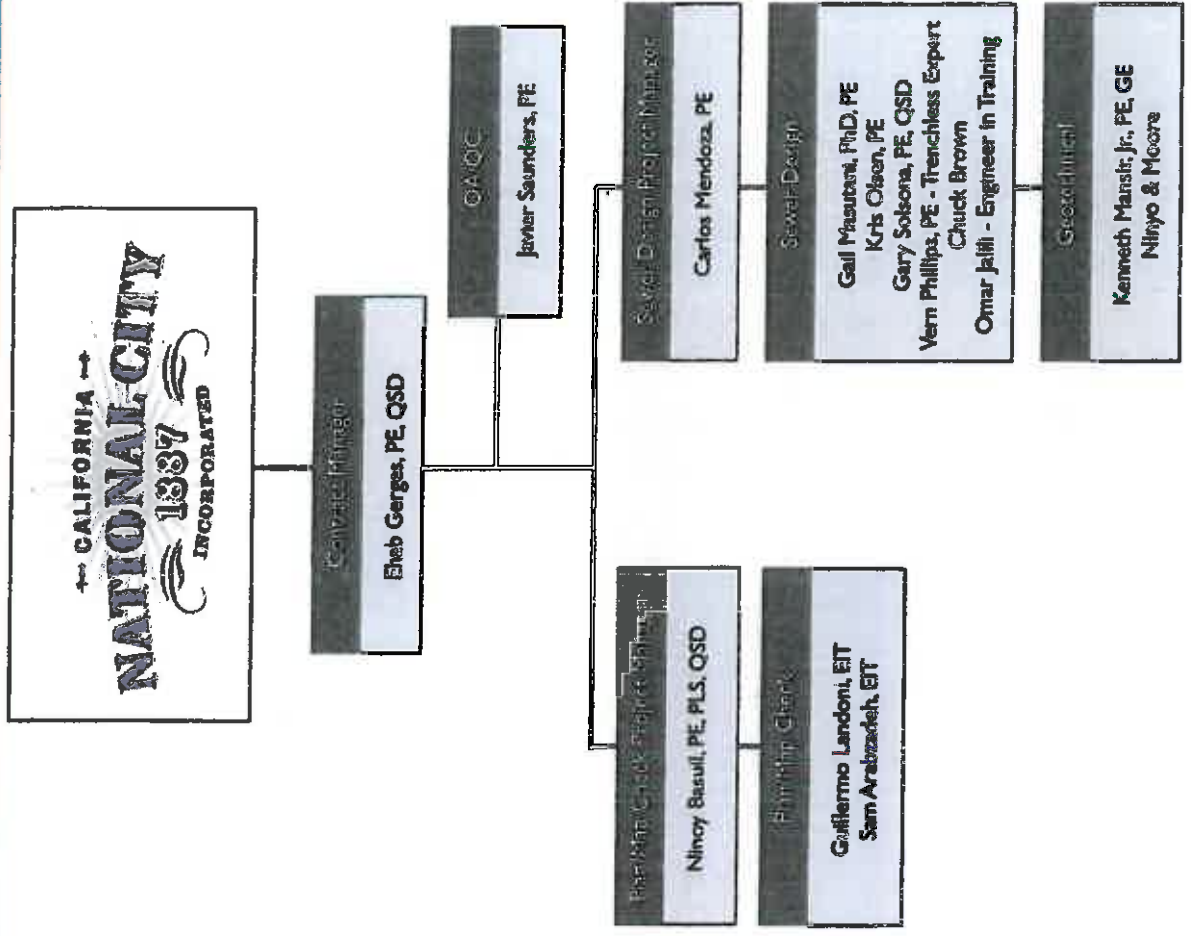
- Civil Engineering
- Landscape Architecture
- ADA and Universal Design
- Utility Design & Coordination
- Land Surveying
- Geotechnical
- Environmental Engineering, Planning & Design
- Sewer System Management
- Project Management
- Construction Management & Inspection

General Services

- Planning & Design
- Engineering & Contract Management
- Plan and Map Reviews
- Constructability Reviews
- Project Tracking and Progress Reports
- Grant Applications and Delivery Requirements

Projects	Discipline and General Services Matrix												
	Civil Engineering	Landscape Architecture	ADA and Universal Design	Utility Design & Coordination	Land Surveying	Geotechnical	Environmental Engineering, Planning & Design	Sewer System Management	Project Management	Construction Management & Inspection	Planning & Design	Engineering & Contract Management	Plan and Map Reviews
City of National City 8th Street Smart Growth Project	•	•	•	•	•								
City of National City Map Review													•
City of National City A Avenue Green Street													•
City of National City Safe Routes to School	•	•	•	•	•								•
City of Coronado Street & Sewer System Rehabilitation	•	•	•	•	•								•
City of Los Altos Citywide Sewer Change													•
City of Palos Verdes Estates Citywide User Fee													•
City of San Diego As-Needed Civil Services	•	•	•	•	•								•
City of San Diego As-Needed Construction Management													•
San Diego Unified Port District	•	•	•	•	•								•
City of Carlsbad As-Needed Services	•	•	•	•	•								•
SANBAG Sabre Springs Parking Structure													•

PROJECT TEAM ORGANIZATION





Harris & Associates

EXHIBIT "B"

RANGE OF HOURLY RATES:

City of National City

Effective January 1 - December 31, 2015

ENGINEERING SERVICES

HOURLY RATE

Project Directors	\$190-240
Project Managers	150-210
Project Engineers	125-195
Technical Support	75-130
Administration	75-100

CONSTRUCTION MANAGEMENT

HOURLY RATE

Project Directors	\$210-240
Project Managers	150-210
Construction Managers	125-220
Resident Engineers	120-180
Construction Engineers	110-200
Scheduling Engineers	110-190
Cost Engineers	110-190
Inspectors*	100-175
Technicians	90-160
Administration	75-100

Notes: Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
HARRIS & ASSOCIATES, INC. FOR THE NOT-TO-EXCEED AMOUNT
OF \$900,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES
FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM, INCLUDING,
BUT NOT LIMITED TO, SEWER SYSTEM AND STORM DRAIN ANALYSIS
AND DESIGN, CONSTRUCTION SUPPORT, ENGINEERING PLAN
REVIEWS, AND TENTATIVE MAP REVIEWS THROUGH MAY 18, 2017

WHEREAS, the City's current 5-Year Capital Improvement Program (CIP) is projected to deliver over \$60 million in major public improvements; and

WHEREAS, in order to design, manage, and deliver these projects on schedule and within budget, the Department of Engineering & Public Works advertised a Request for Qualifications ("RFQ") for various engineering and construction support services on January 27, 2014; and

WHEREAS, approximately 70 Statement of Qualifications ("SOQs") were received from various firms, including disadvantaged, small and/or minority business enterprises, by the February 24, 2014 deadline.

WHEREAS, based on the evaluation of Harris & Associate, Inc.'s SOQ and interview, staff has determined that Harris & Associate, Inc., is qualified by experience and ability to perform support services for the City's CIP Program, including, but not limited to, sewer system and storm drain analysis and design, construction support, engineering plan reviews, and tentative map reviews, and is willing to perform such services for the not to exceed amount of \$900,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the selection of Harris & Associates, Inc., and authorizes the Mayor to execute a two-year Agreement from May 19, 2015 through May 18, 2017 with Harris & Associates, Inc., in the not to exceed amount of \$900,000 to provide support services for the City's CIP Program, including, but not limited to, sewer system and storm drain analysis and design, construction support, engineering plan reviews, and tentative map reviews, and is willing to perform such services for the not to exceed amount of \$900,000. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to sign an Agreement by and between the City of National City and Fire Prevention Services, Inc. for weed and litter abatement services. (Fire)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to sign an Agreement by and between the City of National City and Fire Prevention Services, Inc. for weed and litter abatement services. (Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

DEPARTMENT: Fire

APPROVED BY: _____



EXPLANATION:

National City Municipal Code Section 9.12.020 declares weeds growing or located upon streets, sidewalks, or private property to be a public nuisance. On March 18, 2014, the City issued a Request for Proposals #GS1314-1 seeking proposals from experienced contractors interested in providing weed and litter abatement services. Fire Prevention Services, Inc. was determined to be the sole responsive, responsible bidder, and is qualified by experience and ability to perform the services desired by the City. The City would like to enter into an agreement for the period of four years from May 19th, 2015 through May 18th, 2019. We also wanted to highlight a few contract enhancements. We have followed up on Council and resident concerns regarding transparency. This new contract requires that Fire Department staff will review the subject property before the first notice is sent and then again prior to the abatement order. We are also refining the mailed notice and associated posting so our residents know what is required specifically on the property such as overgrown weeds, trees and/or other defined issues or concerns.

FINANCIAL STATEMENT:

ACCOUNT NO.

Fire Prevention Services, Inc. will receive compensation for services from property owners, and not the City.

APPROVED: _____

Finance

APPROVED: _____

MIS



ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends authorizing the Mayor to enter into an Agreement with Fire Prevention Services, Inc. for weed and litter abatement services.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Agreement by and between the City of National City and Fire Prevention Services, Inc.
Resolution

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
FIRE PREVENTION SERVICES, INC.**

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and FIRE PREVENTION SERVICES, INC., a California corporation (the "CONTRACTOR").

RECITALS

WHEREAS, all weeds growing or located upon streets, sidewalks, or private property are declared to be a public nuisance pursuant to National City Municipal Code section 9.12.020.

WHEREAS, the CITY desires to employ a CONTRACTOR to provide weed and litter abatement services.

WHEREAS, the CITY issued Request for Proposals #GS1314-1 on March 18, 2014, seeking proposals from experienced contractors interested in providing weed and litter abatement services within the City of National City.

WHEREAS, the CONTRACTOR was determined to be the most responsive, responsible bidder, and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

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

2. **SCOPE OF SERVICES.** CONTRACTOR shall abate, or cause to be abated, nuisances created by weeds, rubbish, litter, junk, combustible materials, and any unnecessary accumulations of wastepaper, boxes, or shavings which are so situated on the premises as to endanger life or property (the "Project"). The CONTRACTOR will perform services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall attend meetings with staff and attend and be prepared to speak at City Council meetings as specified in Exhibit "A".

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

3. **PROJECT COORDINATION AND SUPERVISION.** Robert Hernandez is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Kenny Osborn is designated as the Project Director for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be as set forth in the attached Exhibits "B" and "C".

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

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

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on May 19, 2015. The duration of this Agreement is for the period of four years from May 19, 2015 through May 18, 2019. Completion dates or time durations for specific portions of the Project are set forth in Exhibit "A".

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for the Project, whether paper or electronic, shall become the property of the CITY for use with respect to the Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work

prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of 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 CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

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

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

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

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

12. **STANDARD OF CARE.**

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

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

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

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

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

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

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

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government 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, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or

recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

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

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

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

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

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLi list) and otherwise meet rating requirements.

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

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

1. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

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

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party 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.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence, and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

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

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

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

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

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

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

To CITY: Robert Hernandez
Battalion Chief/Fire Marshal
Fire Department
City of National City
1243 National City Boulevard
National City, CA 91950-4301

To CONTRACTOR:
Kenny Osborn, President
Fire Prevention Services, Inc.
PO Box 1720
El Cajon, CA 92022

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

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR 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 CONTRACTOR also agrees not to specify any product, treatment, process, or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

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

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

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

24. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

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

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

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

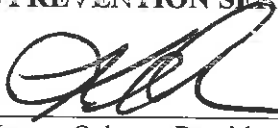
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

[Signature Page to Follow]

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

FIRE PREVENTION SERVICES, INC.

By: 
Kenny Osborn, President

APPROVED AS TO FORM:

Claudia G. Silva
City Attorney

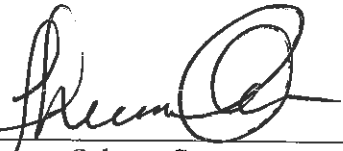
By: 
Theresa Osborn, Secretary

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall, as directed by the City, abate, or cause to be abated, nuisances created by weeds, as defined in National City Municipal Code (“NCMC”) section 9.12.020, rubbish as defined in NCMC section 9.16.010, litter as defined in NCMC section 7.14.010, junk as defined in NCMC section 7.12.010, combustible materials, or any unnecessary accumulations of wastepaper, boxes, or shavings which are so situated on a premises as to endanger life or property. Specifically, CONTRACTOR shall perform the following tasks:

1. CONTRACTOR shall comply with all provisions of this Agreement, the NCMC, and the Reduction and Clearance Standards.
2. CONTRACTOR shall perform surveys of the City to document potential public nuisances at the direction of the Fire Marshal, or designee.
3. Once CONTRACTOR receives a complaint from the CITY, the CONTRACTOR shall perform the following tasks for each complaint:
 - a. Perform a search in the County’s records to determine the property owner;
 - b. Inspect the premises;
 - c. Contact the Fire Marshall, or designee. The Fire Marshall, or designee, shall inspect the premises;
 - d. The Fire Marshall, or designee, shall determine whether there is a public nuisance on the premises;
 - e. If the Fire Marshal, or designee, determines that a public nuisance exists, CONTRACTOR shall draft a Notice to Abate (“Notice”) in compliance with Title 1 of the NCMC. The Fire Marshal, or designee, shall determine the time frame by which the abatement must occur;
 - f. Serve the Notice. CONTRACTOR shall serve the Notice pursuant to Title 1 of the NCMC;
 - g. Monitor property owner’s compliance with Notice;
 - h. If property owner fails to abate the nuisance within the time frame in the Notice, CONTRACTOR shall photograph the alleged nuisance on the premises and prepare a Final Notice to Abate (“Final Notice”) in compliance with Title 1 of the NCMC. The Fire Marshal, or designee, shall again determine the time frame by which the abatement must occur;
 - i. CONTRACTOR shall serve the Final Notice pursuant to Title 1 of the NCMC;

- j. CONTRACTOR shall return telephone calls received from property owners or any resident of the City of National City within forty-eight hours of receipt of the message;
 - k. If the property owner still fails to abate the nuisance within the time frame in the Final Notice, CONTRACTOR shall notify the Fire Marshal, or designee, of the failure to abate.
4. Upon the Fire Marshal's, or designee's, written authorization, abate nuisance at the CONTRACTOR'S sole expense. CONTRACTOR shall furnish personnel and all machinery, equipment, and materials needed to perform the abatement. CONTRACTOR shall remove from the premises, and properly dispose of, all debris and material resulting from the abatement. CONTRACTOR shall leave the abated premises clean, free of all debris, tools, and equipment. CONTRACTOR shall leave all streets, sidewalks, curb, and gutter areas clean. CONTRACTOR shall not scavenge the rubbish, litter, combustible materials, or junk removed from the premises. CONTRACTOR shall complete the abatement to the Fire Marshal's, or designee's, satisfaction within 15 business days of CONTRACTOR'S receipt of written authorization, unless otherwise mutually agreed upon by the Fire Marshal, or designee, and CONTRACTOR. CONTRACTOR shall take all reasonable measures to minimize inconvenience to City personnel and the public. CONTRACTOR shall comply with all applicable State and local safety regulations;
- a. Prepare a binder for the Fire Marshal, or designee, on the abatement. The binder shall include, but not be limited to, hard copies of the following documents: a copy of the complaint; the results of the search of County records for ownership; a copy of the Notice; copies of documents evidencing service of the Notice by certified mail; photographs of the premises taken after the time frame in the Notice has expired; a copy of the Final Notice; photograph evidencing the posting of the Final Notice; photographs of the premises taken after the time frame in the Final Notice has expired; copy of the authorization to abate signed by the Fire Marshal, or designee; copies of any communications between CONTRACTOR and the property owner; copy of the narrative describing specifically how the abatement was accomplished; photographs of the premises after the abatement; and copy of the invoice sent to the property owner;
 - b. Appear and testify at the appeal hearing, if any;
 - c. CONTRACTOR shall attend a meeting with City staff in the month of May to prepare for the Public Confirmation of Costs hearing. CONTRACTOR shall meet with the Fire Marshal, or designee, and other City staff when requested to do so by the Fire Marshal, or designee.
 - d. By June 1 of each year, CONTRACTOR shall prepare, and deliver to the Fire Marshal, or designee, a binder for the Confirmation of Costs hearing for the Fire Marshal, or designee. The binder shall include, but not be limited to, hard copies of the contents of each of the binders prepared pursuant to Section 4.a., above. In

addition, this binder shall include 1) a list of all properties inspected; and 2) a list of properties that received a Notice, but that CONTRACTOR did not abate.

- e. CONTRACTOR shall attend the City Council meeting at which the Public Confirmation of Costs hearing is held and shall be prepared to answer questions from the City Council.
 - f. CONTRACTOR shall inform the Fire Marshal, or designee, if the proposed abatement will take place on sensitive habitat. The Fire Marshal, or designee, shall determine how the abatement will be accomplished in order to prevent, eliminate or minimize the negative impact to sensitive habitat.
5. If CONTRACTOR fails to perform any task required by this Agreement, the NCMC, or fails to comply with the Reduction and Clearance Standards, to the satisfaction of the Fire Marshal, or designee, CONTRACTOR shall perform that task again, at the written direction of the City, at no additional cost to the property owner. In the event that the City determines that re-performance of the task will not cure the defect in performance, the City shall have the option to contract with a separate entity to complete the work, or the City shall complete the task itself, and the CONTRACTOR shall be liable to the City for the costs of that work.
6. CONTRACTOR shall provide the City a monthly report containing the following information:
- a. Number of citizen reported violations;
 - b. Number of Notices sent;
 - c. Number of Final Notices posted;
 - d. Number of abatements performed by CONTRACTOR;
 - e. Number of abatements performed by the property owner; and
 - f. Total number of premises in compliance.
7. The CITY shall be responsible for the following tasks:
- a. Receive all complaints and make CONTRACTOR aware of the complaints;
 - b. Establish time frames for compliance;
 - c. Communicate to CONTRACTOR when an appeal to a Notice or a Final Notice is filed with the City Clerk;
 - d. Determine whether a public nuisance exists on a premises;
 - e. Determine whether CONTRACTOR will abate the nuisance;

- f. Determine whether a property subject to a complaint is on sensitive habitat and determine the abatement methods, if any, that will be used on that property;
- g. Schedule public hearings to confirm costs.
- h. Record a nuisance abatement lien or special assessment against a property pursuant to Title 1 of the NCMC.
- i. Deliver to CONTRACTOR funds received by the City pursuant to a nuisance abatement lien or a special assessment on property abated by CONTRACTOR upon written authorization of the Fire Marshal, or designee.

EXHIBIT B
COMPENSATION

CONTRACTOR shall receive compensation for services pursuant to this Agreement from property owners, and not the City. Specifically, CONTRACTOR shall receive compensation in the following situations:

1. If the property owner complies with the Notice and abates the public nuisance, CONTRACTOR shall not receive any compensation from the property owner.
2. If the property owner fails to comply with the Notice, but complies with the Final Notice and abates the public nuisance, CONTRACTOR may send an invoice to the property owner for the Administrative Fee pursuant to the Fire Prevention Services Schedule of Fees, attached as Exhibit C.
3. If CONTRACTOR abates the public nuisance upon written authorization of the Fire Marshal, or designee, CONTRACTOR may send an invoice to the property owner for actual costs of the abatement and the Administrative Fee, pursuant to the Fire Prevention Services Schedule of Fees, attached as Exhibit C.
4. If the property owner does not pay the costs of the abatement within 30 days of service to the property owner of the resolution of the City Council approving, modifying, or correcting the amount of the costs, the City may record a nuisance abatement lien or special assessment against the property pursuant to Title I of the NCMC.
5. Funds received by the City pursuant to a nuisance abatement lien or a special assessment on property abated by CONTRACTOR upon written authorization of the Fire Marshal, or designee, shall be delivered to CONTRACTOR annually.

EXHIBIT C

FIRE PREVENTION SERVICES SCHEDULE OF FEES FOR THE CITY OF NATIONAL CITY

Tractor Mowing

A.	per parcel, sized 1 to 7,500 square feet	\$250.00
B.	per parcel, sized 7,501 to 15,000 square feet	\$325.00
C.	per parcel, sized 15,001 square feet to 30,000 square feet	\$400.00
D.	per parcel, sized 30,001 square feet to one acre	\$450.00
E.	per square foot over one acre	\$00.02

Hand Labor

A.	per square foot of area abated	\$0.10
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Dozer Operation

A.	hourly rate	\$150.00
B.	move-on fee	\$150.00

Debris Remediation (includes chipping, grinding, and/or shredding)

A.	per cubic yard of material prior to chipping, and or compacting	\$38.00
B.	dump fees	(reimbursement of cost)

Administrative Fee (failure to comply by deadline of notice)

A.	per parcel	\$350.00
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Attorney Services

A.	per parcel, per hour	\$200.00
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Assessment Fees (includes preparing reports, attending hearings, etc.)

A.	cost confirmation fee, per parcel	\$275.00
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Miscellaneous Fees Per Parcel

A.	special inspection fee	\$50.00
B.	abatement lien	\$50.00
C.	Interest on lien (apr)	10%
D.	release of abatement lien	\$50.00
E.	public notary	\$20.00
F.	file duplication fee	\$50.00
G.	unscheduled Labor per man hour	\$50.00
H.	unscheduled fees	(reimbursement of cost)



CERTIFICATE OF LIABILITY INSURANCE

FIREP-1 OP ID: LA

DATE (MM/DD/YYYY)
05/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Teague Insurance Agency, Inc. License #0525512 4700 Spring St., 4th Floor La Mesa, CA 91942 William Medigovich	CONTACT NAME: William Medigovich PHONE (A/C, No, Ext): 619-464-6851 FAX (A/C, No): 619-668-4715 E-MAIL ADDRESS: bmedigovich@teagueins.com														
INSURED Fire Prevention Services, Inc. P.O. Box 1720 El Cajon, CA 92022	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security</td> <td style="text-align: center;">24082</td> </tr> <tr> <td>INSURER B: Safeco</td> <td></td> </tr> <tr> <td>INSURER C: Nationwide Mutual</td> <td></td> </tr> <tr> <td>INSURER D: State Compensation Ins. Fund</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security	24082	INSURER B: Safeco		INSURER C: Nationwide Mutual		INSURER D: State Compensation Ins. Fund		INSURER E:		INSURER F:	
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INSURER D: State Compensation Ins. Fund															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	X	BLS1556121556	05/23/2015	05/23/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	01CI80603510	05/24/2015	05/24/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR	X	X	91000402015	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	X	ACP7860609986	04/29/2015	04/29/2016	Limit \$ 250,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A If yes, describe under DESCRIPTION OF OPERATIONS below						Ded \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of National City, its elected officials, officers, agents and employees are named as additional insured with respects to General Liability per form CG88100413 and with respects to Auto Liability per form CA71100307 when required by written contract or agreement. Waiver of subrogation applies to Workers Compensation per SCIf Form 10217.**

CERTIFICATE HOLDER City of National City c/o Risk Manager 140 East 12th Street, Suite A National City, CA 91950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NOTEPAD:

HOLDER CODE
INSURED'S NAME **Fire Prevention Services, Inc.**

FIREP-1
OP ID: LA

PAGE 2
Date **05/14/2015**

** Cert issued supercedes cert issued on 05/12/2015**

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION



9100040-15
RENEWAL
SP
0-85-76-96
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE MAY 12, 2015 AT 12.01 A.M.
AND EXPIRING APRIL 1, 2016 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

FIRE PREVENTION SERVICES, INC

PO BOX 1720
EL CAJON, CA 92022

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF NATIONAL CITY

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

FIRE PREVENTION SERVICES, INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MAY 14, 2015

2570


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO



**COMMERCIAL AUTO
CA 71 10 03 07**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph **2.b.** of the CANCELLATION Common Policy Condition is replaced by the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph **C.** — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION **1** — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION **II** — LIABILITY COVERAGE — **A.1.** WHO IS AN INSURED provision is amended by the addition of the following:

- d.** Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION **II** — LIABILITY COVERAGE — **A.1.** WHO IS AN INSURED provision is amended by the addition of the following:

- e.** Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1)** The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
 - (2)** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3)** There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4)** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
 - (5)** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
 - (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph **d** ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph **A.** of Section **II** — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion **5.** FELLOW EMPLOYEE of SECTION **II** — LIABILITY COVERAGE — **B.** EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section **II** — LIABILITY COVERAGE — **A.1.D.** BROAD FORM NAMED INSURED and **A.1.e.** BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph **A.4.** of SECTION **III** — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION **III** — PHYSICAL DAMAGE COVERAGE, **A.4.** COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph **A.** — COVERAGE of SECTION **III** — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph **B.** — EXCLUSIONS of SECTION **III** — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph **C** — LIMIT OF INSURANCE of Section **III** — PHYSICAL DAMAGE COVERAGE section **2** is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

GLASS REPAIR — WAIVER OF DEDUCTIBLE

Under paragraph D. — DEDUCTIBLE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

“accident” applies only when the “accident” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The “accident” or “loss” results from the use of an “auto” hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired “autos” are covered “autos” for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire or borrow.

The most we will pay for loss to any hired “auto” is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned “auto” of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired “auto” if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of a covered “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered “auto” and return it to you.
 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve “autos” available to you for your operations.
- E. If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered “auto” that is described or designated as a covered “auto” on

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V – DEFINITIONS is amended by adding the following:

- Q. “Personal effects” means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. “New vehicle” means any “auto” of which you are the original owner and the “auto” has not been previously titled and is less than 365 days past the purchase date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

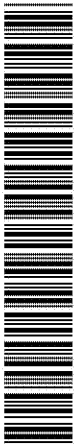
- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.



2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

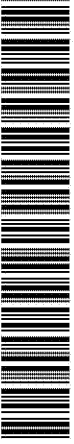
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND
BETWEEN THE CITY OF NATIONAL CITY AND FIRE PREVENTION
SERVICES, INC., FOR WEED AND LITTER ABATEMENT SERVICES

WHEREAS, National City Municipal Code Section 9.12.020 declares weeds growing or located upon streets, sidewalks, or private property to be a public nuisance; and

WHEREAS, on March 18, 2014, the Fire Department issued Requests for Proposals No. GS13114-1 to contractors interested in providing weed and litter abatement services; and

WHEREAS, Fire Prevention Services, Inc., was determined to be the sole responsive, responsible bidder; and

WHEREAS, staff recommends Fire Prevention Services, Inc., to provide the weed and litter abatement services to the City for the next four (4) years, from May 19, 2015 through May 18, 2019; and

WHEREAS, Fire Prevention Services, Inc., is qualified by experience and ability to perform the services desired by the City, and Fire Prevention Services, Inc. is willing to perform such services.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the selection of Fire Prevention Services, Inc., and authorizes the Mayor to execute a four-year agreement with Fire Prevention Services, Inc., to provide weed and litter abatement services. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 19th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Las Palmas 5K and 1 Mile Walk hosted by Las Palmas Elementary School on June 6, 2015 from 8 a.m. to 12 p.m. with no waiver of fees. (Neighborhood Services)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Las Palmas 5K and 1 Mile Walk hosted by Las Palmas Elementary School on June 6, 2015 from 8 a.m. to 12 p.m. with no waiver of fees. |

PREPARED BY: | Vianey Rivera |

DEPARTMENT: Neighborhood Services Department

PHONE: |(619) 336-4364|

APPROVED BY: _____

EXPLANATION:

This is a request from the Las Palmas Elementary School to conduct a 5K Run and 1-mile Walk through designated city streets on June 6, 2015 from 8 a.m. to 12 p.m. This event invites students, parents, and community members to run a 5K or walk 1-mile to raise funds for the school's running club.

Event course is mapped and listed with no street closures as runners and walkers will be using public sidewalks. Security will be provided by volunteers and the venue staff will assist with first aid and water stations.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

|The City has incurred \$237.00 for processing the TUP through the various City departments.

Total fees are \$237.00 |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: | |

FINAL ADOPTION: | |

STAFF RECOMMENDATION:

|Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees. |

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

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



Neighborhood Services Division

Temporary Use Permit Application

Introduction




















Certain special events, structures or activities that are beneficial to the public can often be permitted for limited periods of time even though they would not comply with the zoning, building, fire or other codes, if they were permanent. Chapter 15.60 of the National City Municipal Code regulates these special events. In general, any organized activity that uses public property, facilities, parks, sidewalks or streets requires a permit, known as a “Temporary Use Permit” (TUP). In some cases, events taking place on private property also require a TUP permit. See the list below for more information. The Department of Community Services is responsible for coordination of the application and issuance of the permit.

Classes of Temporary Use Permits

Temporary Use Permits are either Class A, requiring City Council approval, Class B, which may be approved by the Building & Safety Director, or Class C subject only to the business license regulations. For Class B & C Permits, please contact the Building and Safety Department for additional information.

Class A Temporary Use Permits

The following uses require a Class A Temporary Use Permit.

-  Outdoor auctions conducted by charitable or philanthropic organizations
-  Balloon rides or races
-  Block or Holiday parties and displays conducted outdoors or in temporary structures
-  Carnivals, circuses, traveling shows and midways
-  Exhibitions (boxing, wrestling, etc.)
-  Fairs, bazaars, exhibits or trade shows conducted outdoors or in temporary structures
-  Temporary farmer’s markets
-  Temporary helicopter landings
-  Las Vegas nights conducted by non-profit organizations
-  Live domestic animal rides
-  Membrane structures
-  Musical concerts and festivals of all types conducted outdoors or in temporary structures
-  Outdoor pet shows
-  Outdoor stages or platforms for sales promotions, events or grand openings and similar activities
-  Parades, bicycle tours, walks, runs and similar activities on city streets.
-  Political activities conducted outdoors or in temporary structures.
-  Special lighting displays for advertising
-  Temporary vehicle display areas conducted outdoors or in temporary structures
-  Uses or activities which exceed the normal duration

Class A Temporary Use Permits are limited to no more than two occurring concurrently on the same day and only one event per day in the City parks.

Procedure

1. Complete the application found at the end of this booklet.
2. Return the completed application to the Neighborhood Services Division located at 1243 National City Blvd, National City, CA 91950.
3. Your application is routed to all impacted City Departments for approval. During the review process you may be contacted to provide additional information
4. The application and the conditions of approval received from the various departments are routed to the City Council for final approval. You will be notified of the City Council meeting date. It is suggested that you attend the meeting to answer any questions that may arise.
5. The City Council approves or denies the application.
6. If approved and all required certificates of insurance, etc. are received, the approved permit is mailed to you.

Application Deadline

A Class A Temporary Use Permit *must* be submitted to the Community Services Department a minimum of 45 working days prior to the event.

It is suggested that the application be submitted well before the event to allow for approval prior to promoting, marketing or advertising the event. Acceptance of your application does not guarantee approval of the event. The event must be approved by the City Council and all conditions of approval must be met before the permit will be issued.

Events at City Parks

Before applying for a Temporary Use Permit in a City park, it is necessary to contact the Public Works Department to schedule the event. City Council Policy only allows one event per day in the Park and one special event every six weeks.

The City Council will not approve the sale or consumption of alcohol in City parks in conjunction with any event requiring a Temporary Use Permit. This prohibition will not impact the existing policy regarding the sale or consumption of alcohol with in buildings in the parks, such as the Community Center, which will continue to be subject to City Council approval.

If the event involves either 1) live musical performances; 2) the use of amplified sound systems other than hand held or portable systems; 3) fireworks or 4) other activities or events which the City Council determines notification is required, then the applicant must provide written notification to the occupants of the properties adjacent to the park.

Written notification must be made to the surrounding neighbors at least 72 hours prior to the event. The notification must include the name and telephone number of the sponsor of the event, the nature of the event, the date and hours of set-up and tear-down for the

event, the date and hours of the event, and the name of the sponsor's representative who will be at the park on the day(s) of the event and how that individual can be contacted should the need arise.

Written notification must be mailed to the occupants of properties adjacent to the park as reflected on the map of adjacent properties available from the Community Services Department. Written notification shall be submitted to the Building & Safety Director for review and approval prior to mailing.

Failure to provide notification may be cause for the revocation of the Temporary Use Permit or denial of future Temporary Use Permit applications submitted by the sponsoring organization.

Events at Plaza Bonita Mall

Before applying for a Temporary Use Permit for Plaza Bonita Mall, the applicant must contact the mall for approval and to schedule the event. The mall will give the applicant written approval for the event, which must be presented to the Community Services Department at the time of submittal.

Photography and Motion Picture Events

Applications for a Temporary Use Permit for Photography/Filming shall be based on the model photography/filming permit developed by the California Film Commission. The applicant may be required to reimburse the City for costs incurred in providing support services.

A **Class A** Temporary Use Permit is required for photography or filming on public or private property that requires street closures and/or traffic control in excess of three minutes, or that involves stunts or special effects, which may require City services. A Class A Photography or Motion Picture Temporary Use Permit must be submitted to the Community Services Department at least 10 working days before the event.

All Photography and Filming Temporary Use Permits must be accompanied by a Certificate of Insurance and Neighborhood Notification Form when required by the Risk Manager and the Director of Building and Safety.

Fees

The cost of processing the permit is dependent on the number of departments that must review the application. The maximum fee is \$345. Unless a fee waiver is requested, the application fee is required at the time of submittal.

The temporary use permit fees for events which are later withdrawn are nonrefundable

Duration

The Class A Temporary Use Permit will be valid for ten days or as limited by the City Council. The permit is valid for the dates specified on the permit only.

Insurance

Where the use of City facilities is involved, the applicant may be required to provide a certificate of insurance, evidencing combined single limit coverage of at least \$1 million and naming the City of National City and its officials, employees, agents and volunteers as additional insured's. Amounts of coverage are to be determined by the National City Risk Manager.

In all cases involving the use of City facilities, the applicant is required to provide a Hold Harmless Agreement holding the City harmless from liability arising from the use of the facilities.

Business Licenses

A business license is required if monies are solicited; admittance is charged; or food, beverages or merchandise are sold. Each separate vendor must have a separate business license.

Vendors currently licensed by the City may operate on their existing license. If any of the vendors or organizations are registered not-for-profit there will not be a charge for their business license.

A list of all participating vendors (with their address, phone number and current National City business license number) is to be submitted to the Revenue and Recovery Division of the Finance Department prior to the event for verification of business license numbers.

Fireworks

A fireworks permit must be obtained from the Fire Department. The fee for the permit is \$349.00. The permit must be obtained at least two weeks prior to the event. The Fire Department has absolute authority, control and decisions over all fireworks and/or pyrotechnic displays. An inspection from the Fire Department must be obtained prior to any ignition of fireworks.

Tents or Canopies

A permit is required from the Fire Department to erect a tent excess of 200 square feet or a canopy in excess of 400 square feet or any combination that exceeds the limits. Tents and canopies shall be treated with a flame retardant and labeled as such. The fee for the permit is \$349.00 and may be obtained from the Fire Department.



EVENT INFORMATION

Type of Event:
 Public Concert Fair Festival Community event
 Parade Demonstration Circus Block Party
 Motion Picture Grand Opening Other 5k

Event Title: Las Palmas 5K Run and 1 Mile Walk

Event Location: Las Palmas Elementary School

Event Date(s): From _____ to 6/6/15

Actual Event Hours: 8:00 AM to 12:00 PM

Total Anticipated Attendance: 350 (300 Participants 50 Spectators)

Setup/assembly/construction Date: 6/6/15 Start time: 6:30 AM

Please describe the scope of your setup/assembly work (specific details): _____

The team will set-up route and water stations by 7:30am.

Dismantle Date: 6/6/15 Completion Time: 1:00 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

N/A

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: Las Palmas Elementary School

Chief Officer of Organization (Name) Steve Sanchez

Applicant (Name): Steve Sanchez

Address: 1900 E. 18th Street

Daytime Phone: 6193368500 Evening Phone: _____

Fax: 619-336-8555 E-Mail: steve.sanchez@national.k12.ca.us

Contact Person "on site" day of the event: Ashley Trzcinski Cellular: 949-636-7958

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? YES NO

Are admission, entry, vendor or participant fees required? YES NO

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

Donations will be accepted for the running club. Recommended \$10 donation per person.

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

\$ 200 Estimated Expenses for this event.

\$ 3,000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

Las Palmas Elementary school is inviting students, parents, and community members to run a 5k or walk 1 mile to raise funds for the school's running club.

YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

YES NO Does the event involve the sale or use of alcoholic beverages?

YES NO Will items or services be sold at the event? If yes, please describe:

OVERALL EVENT DESCRIPTION CONTINUED

YES NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

YES NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies _____ Sizes _____
NOTE: A separate Fire Department permit is required for tents or canopies.

YES NO Will the event involve the use of the **City** or **your** stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
 Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____
If you intend to cook food in the event area please specify the method:
___ GAS ___ ELECTRIC ___ CHARCOAL ___ OTHER (Specify): _____

Portable and/or Permanent Toilet Facilities
Number of portable toilets: _____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

- Tables # 10 and Chairs # 30
- Fencing, barriers and/or barricades
- Generator locations and/or source of electricity
- Canopies or tent locations (include tent/canopy dimensions)
- Booths, exhibits, displays or enclosures
- Scaffolding, bleachers, platforms, stages, grandstands or related structures
- Vehicles and/or trailers
- Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 8 Trash containers with lids: 2

Describe your plan for clean-up and removal of waste and garbage during and after the event:
school will provide waste and garbage removal

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

Event volunteers

YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

YES NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

Venue will provide first aid

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Venue is ADA accessible

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

Venue has plenty available parking

Please describe your plan for DISABLED PARKING:

Venue has in place ADA parking spots

Please describe your plans to notify all residents, businesses and churches impacted by the event:

We plan to attend neighborhood events, email blast to parents, poster, etc.

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

YES NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music: Family music; sound system/MIC

YES NO Will sound amplification be used? If YES, please indicate:
Start time: 7:30 AM Finish Time 12:00 PM

YES NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: _____ AM Finish Time _____ AM

Please describe the sound equipment that will be used for your event:

YES NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

YES NO Any signs, banners, decorations, special lighting? If YES, please describe:

Signage will be used to direct attendees. Banners and back

drops will be used.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization Las Palmas Elementary School

Person in Charge of Activity Steven Sanchez

Address 1900 E. 18th Street

Telephone 619-336-8500 **Date(s) of Use** 6/6/15

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date

Steve Sanchez

Principal, 5-5-15

For Office Use Only

Certificate of Insurance Approved _____ Date _____

LAS PALMAS 5K RUN AND 1 MILE WALK:

The start of the race will be at the corner of 20th Street and Newell Street. This is located at the southeast corner of the school's campus on the sidewalk area. The walk/race will take the path for the $\frac{3}{4}$ of a mile before they go into separate directions. The walk/race will start as follows;

1.3 mile walk:

- * North of Newell St.
- * East of E. 18th St.
- * South on Grove St.
- * East on 24th St.
- * South on Prospect St.
- * North on Newell St.

To the finish line.

5k run/walk (2.95 miles):

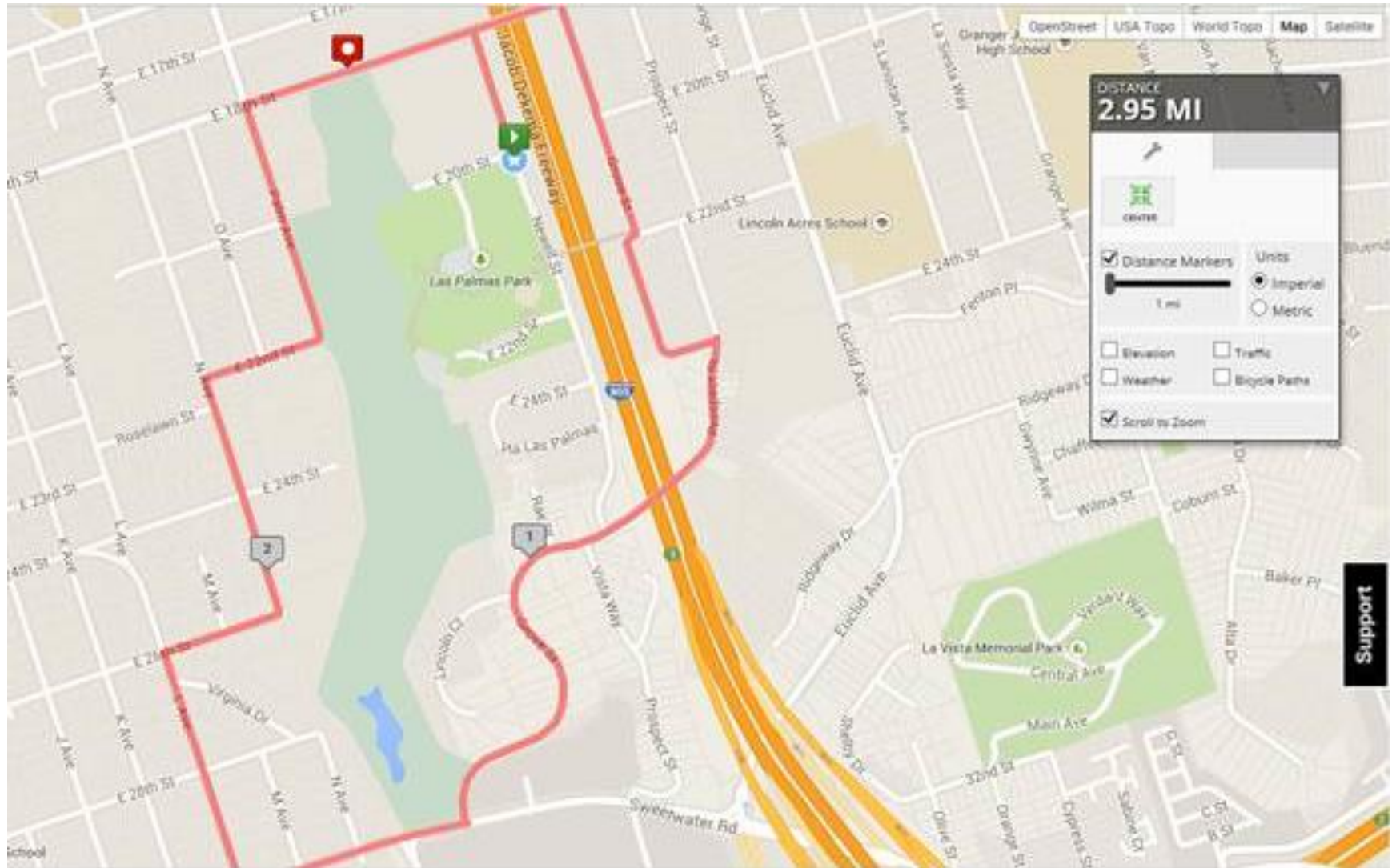
- * North of Newell St.
- * East of E. 18th St.
- * South on Grove St.
- * East on 24th St.
- * South on Prospect St.

Prospect converts into Grove St.

- West on Sweetwater Rd.
- North on "L" Ave.
- East on 26th St.
- North on "N" Avenue
- East on 22nd St.
- North on Palm Ave.
- East on 18th St.
- South on Newell St.
- To the finish line

Las Palmas 5k Run and 1 Mile Walk

5k Route:



Las Palmas 5k Run and 1 Mile Walk

1 Mile Route:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2015

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Las Palmas School steven sanchez 1900 E. 18th St. National City, CA 91950	INSURER A: Essex Insurance Company	39020
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5402-M768501	06/06/2015	06/07/2015	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 500, Event Type: 5 K Run.

CERTIFICATE HOLDER

City of National City
 and its officials, employees,
 agents and volunteers
 1243 National City Blvd
 National City, CA 91950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of National City and its officials, employees, agents and volunteers 1243 National City Blvd National City, CA 91950
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Las Palmas Elementary School
EVENT: Las Palmas Elementary School
DATE OF EVENT: **June 6, 2015**
TIME OF EVENT: 8 a.m. to 12 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS []
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

No comments.

PUBLIC WORKS (619)366-4580

We have reviewed the application for subject Temporary Use Permit (TUP) and recommends approval subject to the conditions listed below.

Parks Division

1. The Park Division has no involvement

Facilities Division

1. The Facilities Division has no involvement

Street Division

1. The Streets Division has no involvement

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

FIRE

The Fire Department has no comments on this event.

FINANCE

Food vendors must obtain National City business license.

POLICE

No comments.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit—St. Anthony of Padua Festival at 1816 Harding Avenue on June 13, 2015 from 12 p.m. to 10 p.m. and on June 14, 2015 from 6 a.m. to 8 p.m. with no waivers of fees. (Neighborhood Services)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit—St. Anthony of Padua Festival at 1816 Harding Avenue on June 13, 2015 from 12 p.m. to 10 p.m. and on June 14, 2015 from 6 a.m. to 8 p.m. with no waivers of fees.

PREPARED BY: |Vianey Rivera|

DEPARTMENT:Neighborhood Services Department

PHONE: |(619) 336-4364|

APPROVED BY: _____

EXPLANATION:

This is a request from St. Anthony of Padua Church to conduct it's 85th annual festival located at 1816 Harding Avenue on Saturday June 13th from 12:00 p.m. to 10:00 p.m. and Sunday June 14, 2015 from 6 a.m. to 8 p.m. respectively. This event will consist of food and game booths, musical entertainment and concession canopies with a total of 30 10x10 tents. The applicant will provide the overnight on-site security for the event location. Portable restrooms will be provided as well.

The applicant is requesting that Harding Avenue between 18th Street and 19th Street be closed Saturday June 13, 2015 at 5:00 a.m. through Sunday June 14, 2015 until 8 p.m. Harding Avenue will re-open at 7 p.m. on Sunday. MTS bus services will be notified due to impacted bus stop location on Harding Avenue and requested street closure. City stage is not requested for this event.

This event was approved last year with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP through various City departments and \$290.92 for Public Works.

Total Fees are \$527.92

ENVIRONMENTAL REVIEW:

N/A|

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

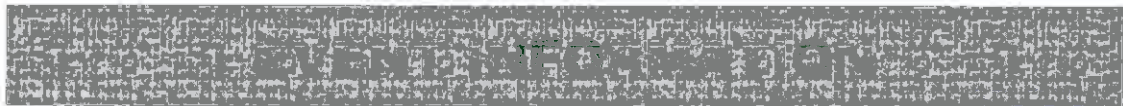
|Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees. |

BOARD / COMMISSION RECOMMENDATION:

N/A|

ATTACHMENTS:

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



Type of Event:

Public Concert Fair Festival Community vent
 Parade Demonstration Circus Block Party
 Motion Picture Grand Opening Other _____

Event Title: Saint Anthony Church Festival

Event Location: 1816 Harding Avenue, National City, CA 91950

Event Date(s): From 06/13/15 to 06/14/15

Actual Event Hours: Sat 6/13/15 12 am/pm to 10 am/pm Sunday 6/14/15 6AM to 8PM

Total Anticipated Attendance: 250 (100 Participants 150 Spectators)

Setup/assembly/construction Date: 6/13/15 Start time: 5 AM

Please describe the scope of your setup/assembly work (specific details):

5 AM-Set up Canopies, 7AM - Stage Set UP 9 AM Set up
tables and chairs, tables for food booths, 10 am
Church Groups setting up food booths

Dismantle Date: 06/14/15 Completion Time: 8:00 am/pm

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

Harding Avenue Between 18th and 19th Street, closed at
5 AM (6/13/15) Re-opened on 6/14/15 at 8 PM. Bus Route
no longer needs to be notified and re-routed, bus stop moved to
18th street



Sponsoring Organization: Saint of Padua Church

Chief Officer of Organization (Name) Rev. Jose Edmundo Zarate-Suarez

Applicant (Name): Saint Anthony of Padua Church

Address: 410 West 18th Street, National City, CA 91950

Daytime Phone: (619) 477-4520 Evening Phone: ()

Fax: (619) 477-8708 E-Mail: stanthonyofpadua@sbcglobal.net

Contact Person "on site" day of the event: Vicente Cellular: 619-300-2976
Talieron

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

Is your organization a "Tax Exempt, nonprofit" organization? YES NO

Are admission, entry, vendor or participant fees required? YES NO

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

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

\$ _____ Estimated Expenses for this event.

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

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

Sale of food, entertainment and raffle

YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale:

N/A

PERMIT TO HOLD AN EVENT

YES NO Does the event involve the sale or use of alcoholic beverages?

YES NO Will items or services be sold at the event? If yes, please describe:

Food and Concession

YES NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

YES NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 30 Sizes 10 X 10 NOTE: A separate Fire Department permit is required for tents or canopies.
 Please see attached Diagram # 1

YES NO Will the event involve the use of the City or your stage or PA system? SPECIFY: _____

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
 Food Concession and/or Food Preparation areas Please describe how food will be served at the event: all persons wearing gloves & hair nets
If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify): _____

Portable and/or Permanent Toilet Facilities
Number of portable toilets: 3 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

Tables # 60 and Chairs # 400

Fencing, barriers and/or barricades

Generator locations and/or source of electricity

Canopies or tent locations (include tent/canopy dimensions)

Booths, exhibits, displays or enclosures

Scaffolding, bleachers, platforms, stages, grandstands or related structures

Vehicles and/or trailers

Other related event components not covered above

Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 25 Trash containers with lids: 0

Describe your plan for clean-up and removal of waste and garbage during and after the event:

Volunteers from parish, 60 yrd. bin rental from waste company

Please describe your procedures for both Crowd Control and Internal Security:

Groups and volunteers from Church will help with
Crowd Control

YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

YES NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
First Aid Kit at announcer Booth and with cell phone

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

PARKING PLANNING AND NOTIFICATION OF IMPACT

Please provide a detailed description of your PARKING plan:

Parking next to hall, Large dirt lot on 19th Street & Wilson
Avenue, and surround street

Please describe your plan for DISABLED PARKING:

Marked handicap parking with signs

Please describe your plans to notify all residents, businesses and churches impacted by the event: Notified a week prior to event

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT, ATTRACTIONS, AND RELATED EVENT ACTIVITIES

YES NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number

of Stages: 1 Number of Bands: 2

Rock,
Type of Music: Mariachi, Folklorica and Praise

YES NO Will sound amplification be used? If YES, please indicate: Start time:

11AM to 10am/pm ~~Finish~~ Time 6AM to 5 am/pm

Saturday 6/13/15 Sunday 6/14/15

YES NO Will sound checks be conducted prior to the event? If YES, please indicate: Start

time: 9:00 am/pm Finish Time 10 am/pm

Please describe the sound equipment that will be used for your event:

PA System, DJ Equipment and band equipment

YES NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

YES NO Any signs, banners, decorations, special lighting? If YES, please describe:

Banner on Church Property announcing event

decorations around food booths

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: **St. Anthony of Padua Church**

EVENT: **St. Anthony of Padua Festival**

DATE OF EVENT: **June 13-14, 2015**

TIME OF EVENT: **12 p.m. to 10 p.m. and 6 a.m. to 8 p.m.**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS/PARKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICE	YES [x]	NO []	SEE CONDITIONS []
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager

POLICE 336-4400

The police department does not have any stipulations to this event. Information of event will be forwarded to our patrol division for added patrol.

PUBLIC WORKS 336-4580

We have reviewed the application for subject Temporary Use Permit (TUP) and recommends approval subject to the conditions listed below / denial after careful consideration due to the reasons listed below.

Streets Division

Staff will barricade affective street and remove them when the event is over.

Staff will post no parking signs along affected streets before the event. The cost to provide Street personnel support for this event is estimated to be \$ 290.92

No Parking” signs	6 X \$ 0.45	= \$ 2.70
Barricade Rental	10 X \$ 0.35	= \$ 3.50
Equipment/Truck Hours	2 X \$ 12.07	= \$ 24.14
Overtime	4 X \$ 48.86	= \$ 195.44
Man Hours	2 X \$ 32.57	= \$ 65.14
	Total	= \$ 290.92

Facilities Division:

No involvement by custodial or trade personnel.

Parks Division:

No involvement.

RISK MANAGER (619) 336-4370

For St Anthony of Padua Festival, please have them provide the following:

Applicant to provide insurance certificate and specific endorsement naming the City of National City as an additional named insured.

INSPECTION REQUIRED

NO CHARGE FOR THIS EVENT

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times.
- 2) Means of egress shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the means of egress hazardous.
- 3) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes.
- 4) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from one extinguisher to another shall not be more than 75 feet travel distance. **All fire extinguishers to have a current "State Fire Marshal Tag" attached. Please see attached example**
- 5) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. **A ten feet separation distance must be maintained between tents and canopies.** A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. If cooking is to be done, a ten feet separation shall be maintained from cooking appliance and canopies.*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 6) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 7) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" Only.
- 8) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas and grounds surrounding the event.
- 9) First Aid will be provided by organization
- 10) Fire Department fees can only be waived by City Council

Approval Contingent Upon Final Field Inspection and Compliance With All Applicable Codes and Ordinances

If you have any questions please feel free to contact me.

FINANCE

If the Church will be preparing their own food they will not need a business license. However, anyone handling the food that will served to the public must have a "Food Handlers Card" from the Health Department.

DEVELOPMENT SERVICES

PLANNING: Any speakers or lights shall be pointed away from neighboring residential properties.

ENGINEERING: Please provide proper barricades again.

BUILDING: No stipulations.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Health & Wellness 5K hosted by The National City Public Safety Foundation on August 22, 2015 from 7 a.m. to 1 p.m. at Westfield Plaza Bonita with no waiver of fees. (Neighborhood Services)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit –Health & Wellness 5K hosted by The National City Public Safety Foundation on August 22, 2015 from 7 a.m. to 1 p.m. at Westfield Plaza Bonita with no waiver of fees. |

PREPARED BY: |Vianey Rivera |

DEPARTMENT: Neighborhood Services Department

PHONE: |(619) 336-4364|

APPROVED BY: _____

EXPLANATION:

This is a request from the National City Public Safety Foundation to conduct a Health & Wellness 5K at Westfield Plaza Bonita Mall on August 22, 2015 from 7 a.m. to 1 p.m. This event encourages all avid walkers or routine runners, student or seniors and all members of our community to take a step towards a healthier lifestyle. There is a fee to participate in the 5K but admission to the actual event site is free of charge.

All event race routes and venue will all take place on Westfield Plaza Bonita property. Mall security will be in charge of security detail and crowd control as well as all first aid stations.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP through the various City departments.

Total fees are \$237.00 |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees. |

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

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



Neighborhood Services Division

Temporary Use Permit Application

Introduction




















Certain special events, structures or activities that are beneficial to the public can often be permitted for limited periods of time even though they would not comply with the zoning, building, fire or other codes, if they were permanent. Chapter 15.60 of the National City Municipal Code regulates these special events. In general, any organized activity that uses public property, facilities, parks, sidewalks or streets requires a permit, known as a "Temporary Use Permit" (TUP). In some cases, events taking place on private property also require a TUP permit. See the list below for more information. The Department of Community Services is responsible for coordination of the application and issuance of the permit.

Classes of Temporary Use Permits

Temporary Use Permits are either Class A, requiring City Council approval, Class B, which may be approved by the Building & Safety Director, or Class C subject only to the business license regulations. For Class B & C Permits, please contact the Building and Safety Department for additional information.

Class A Temporary Use Permits

The following uses require a Class A Temporary Use Permit.

-  Outdoor auctions conducted by charitable or philanthropic organizations
-  Balloon rides or races
-  Block or Holiday parties and displays conducted outdoors or in temporary structures
-  Carnivals, circuses, traveling shows and midways
-  Exhibitions (boxing, wrestling, etc.)
-  Fairs, bazaars, exhibits or trade shows conducted outdoors or in temporary structures
-  Temporary farmer's markets
-  Temporary helicopter landings
-  Las Vegas nights conducted by non-profit organizations
-  Live domestic animal rides
-  Membrane structures
-  Musical concerts and festivals of all types conducted outdoors or in temporary structures
-  Outdoor pet shows
-  Outdoor stages or platforms for sales promotions, events or grand openings and similar activities
-  Parades, bicycle tours, walks, runs and similar activities on city streets.
-  Political activities conducted outdoors or in temporary structures.
-  Special lighting displays for advertising
-  Temporary vehicle display areas conducted outdoors or in temporary structures
-  Uses or activities which exceed the normal duration

Class A Temporary Use Permits are limited to no more than two occurring concurrently on the same day and only one event per day in the City parks.

Procedure

1. Complete the application found at the end of this booklet.
2. Return the completed application to the Neighborhood Services Division located at 1243 National City Blvd, National City, CA 91950.
3. Your application is routed to all impacted City Departments for approval. During the review process you may be contacted to provide additional information
4. The application and the conditions of approval received from the various departments are routed to the City Council for final approval. You will be notified of the City Council meeting date. It is suggested that you attend the meeting to answer any questions that may arise.
5. The City Council approves or denies the application.
6. If approved and all required certificates of insurance, etc. are received, the approved permit is mailed to you.

Application Deadline

A Class A Temporary Use Permit *must* be submitted to the Community Services Department a minimum of 45 working days prior to the event.

It is suggested that the application be submitted well before the event to allow for approval prior to promoting, marketing or advertising the event. Acceptance of your application does not guarantee approval of the event. The event must be approved by the City Council and all conditions of approval must be met before the permit will be issued.

Events at City Parks

Before applying for a Temporary Use Permit in a City park, it is necessary to contact the Public Works Department to schedule the event. City Council Policy only allows one event per day in the Park and one special event every six weeks.

The City Council will not approve the sale or consumption of alcohol in City parks in conjunction with any event requiring a Temporary Use Permit. This prohibition will not impact the existing policy regarding the sale or consumption of alcohol with in buildings in the parks, such as the Community Center, which will continue to be subject to City Council approval.

If the event involves either 1) live musical performances; 2) the use of amplified sound systems other than hand held or portable systems; 3) fireworks or 4) other activities or events which the City Council determines notification is required, then the applicant must provide written notification to the occupants of the properties adjacent to the park.

Written notification must be made to the surrounding neighbors at least 72 hours prior to the event. The notification must include the name and telephone number of the sponsor of the event, the nature of the event, the date and hours of set-up and tear-down for the

event, the date and hours of the event, and the name of the sponsor's representative who will be at the park on the day(s) of the event and how that individual can be contacted should the need arise.

Written notification must be mailed to the occupants of properties adjacent to the park as reflected on the map of adjacent properties available from the Community Services Department. Written notification shall be submitted to the Building & Safety Director for review and approval prior to mailing.

Failure to provide notification may be cause for the revocation of the Temporary Use Permit or denial of future Temporary Use Permit applications submitted by the sponsoring organization.

Events at Plaza Bonita Mall

Before applying for a Temporary Use Permit for Plaza Bonita Mall, the applicant must contact the mall for approval and to schedule the event. The mall will give the applicant written approval for the event, which must be presented to the Community Services Department at the time of submittal.

Photography and Motion Picture Events

Applications for a Temporary Use Permit for Photography/Filming shall be based on the model photography/filming permit developed by the California Film Commission. The applicant may be required to reimburse the City for costs incurred in providing support services.

A **Class A** Temporary Use Permit is required for photography or filming on public or private property that requires street closures and/or traffic control in excess of three minutes, or that involves stunts or special effects, which may require City services. A Class A Photography or Motion Picture Temporary Use Permit must be submitted to the Community Services Department at least 10 working days before the event.

All Photography and Filming Temporary Use Permits must be accompanied by a Certificate of Insurance and Neighborhood Notification Form when required by the Risk Manager and the Director of Building and Safety.

Fees

The cost of processing the permit is dependent on the number of departments that must review the application. The maximum fee is \$345. Unless a fee waiver is requested, the application fee is required at the time of submittal.

The temporary use permit fees for events which are later withdrawn are nonrefundable

Duration

The Class A Temporary Use Permit will be valid for ten days or as limited by the City Council. The permit is valid for the dates specified on the permit only.

Insurance

Where the use of City facilities is involved, the applicant may be required to provide a certificate of insurance, evidencing combined single limit coverage of at least \$1 million and naming the City of National City and its officials, employees, agents and volunteers as additional insured's. Amounts of coverage are to be determined by the National City Risk Manager.

In all cases involving the use of City facilities, the applicant is required to provide a Hold Harmless Agreement holding the City harmless from liability arising from the use of the facilities.

Business Licenses

A business license is required if monies are solicited; admittance is charged; or food, beverages or merchandise are sold. Each separate vendor must have a separate business license.

Vendors currently licensed by the City may operate on their existing license. If any of the vendors or organizations are registered not-for-profit there will not be a charge for their business license.

A list of all participating vendors (with their address, phone number and current National City business license number) is to be submitted to the Revenue and Recovery Division of the Finance Department prior to the event for verification of business license numbers.

Fireworks

A fireworks permit must be obtained from the Fire Department. The fee for the permit is \$349.00. The permit must be obtained at least two weeks prior to the event. The Fire Department has absolute authority, control and decisions over all fireworks and/or pyrotechnic displays. An inspection from the Fire Department must be obtained prior to any ignition of fireworks.

Tents or Canopies

A permit is required from the Fire Department to erect a tent excess of 200 square feet or a canopy in excess of 400 square feet or any combination that exceeds the limits. Tents and canopies shall be treated with a flame retardant and labeled as such. The fee for the permit is \$349.00 and may be obtained from the Fire Department.



EVENT INFORMATION

Type of Event:

- | | | | |
|-----------------------------------------|----------------------------------------|--------------------------------------|------------------------------------------|
| <input type="checkbox"/> Public Concert | <input type="checkbox"/> Fair | <input type="checkbox"/> Festival | <input type="checkbox"/> Community event |
| <input type="checkbox"/> Parade | <input type="checkbox"/> Demonstration | <input type="checkbox"/> Circus | <input type="checkbox"/> Block Party |
| <input type="checkbox"/> Motion Picture | <input type="checkbox"/> Grand Opening | <input type="checkbox"/> Other _____ | |

Event Title: _____

Event Location: _____

Event Date(s): From _____ to _____

Actual Event Hours: _____ to _____

Total Anticipated Attendance: _____ (_____ Participants _____ Spectators)

Setup/assembly/construction Date: _____ Start time: _____

Please describe the scope of your setup/assembly work (specific details): _____

Dismantle Date: _____ Completion Time: _____

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: _____

Chief Officer of Organization (Name) _____

Applicant (Name): _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Fax: _____ E-Mail: _____

Contact Person "on site" day of the event: _____ Cellular: _____

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? YES NO

Are admission, entry, vendor or participant fees required? YES NO

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

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

\$ _____ Estimated Expenses for this event.

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

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

YES NO Does the event involve the sale or use of alcoholic beverages?

YES NO Will items or services be sold at the event? If yes, please describe:

OVERALL EVENT DESCRIPTION CONTINUED

YES NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

YES NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies _____ Sizes _____
NOTE: A separate Fire Department permit is required for tents or canopies.

YES NO Will the event involve the use of the **City** or **your** stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
 Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____
If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify): _____

- Portable and/or Permanent Toilet Facilities
Number of portable toilets: _____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
- Tables # _____ and Chairs # _____
- Fencing, barriers and/or barricades
- Generator locations and/or source of electricity
- Canopies or tent locations (include tent/canopy dimensions)
- Booths, exhibits, displays or enclosures
- Scaffolding, bleachers, platforms, stages, grandstands or related structures
- Vehicles and/or trailers
- Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: _____ Trash containers with lids: _____

Describe your plan for clean-up and removal of waste and garbage during and after the event:

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

YES NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

Please describe your plan for DISABLED PARKING:

Please describe your plans to notify all residents, businesses and churches impacted by the event:

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

YES NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music: _____

YES NO Will sound amplification be used? If YES, please indicate:
Start time: _____ Finish Time _____

YES NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: _____ Finish Time _____

Please describe the sound equipment that will be used for your event:

YES NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

YES NO Any signs, banners, decorations, special lighting? If YES, please describe:

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization _____

Person in Charge of Activity _____

Address _____

Telephone _____ **Date(s) of Use** _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date

For Office Use Only

Certificate of Insurance Approved _____ Date _____

SAVE ROUTE

OpenStreet USA Topo World Topo Map Satellite

DISTANCE
3 MI

UNDO CLEAR CENTER

OUT+BACK REVERSE RETURN

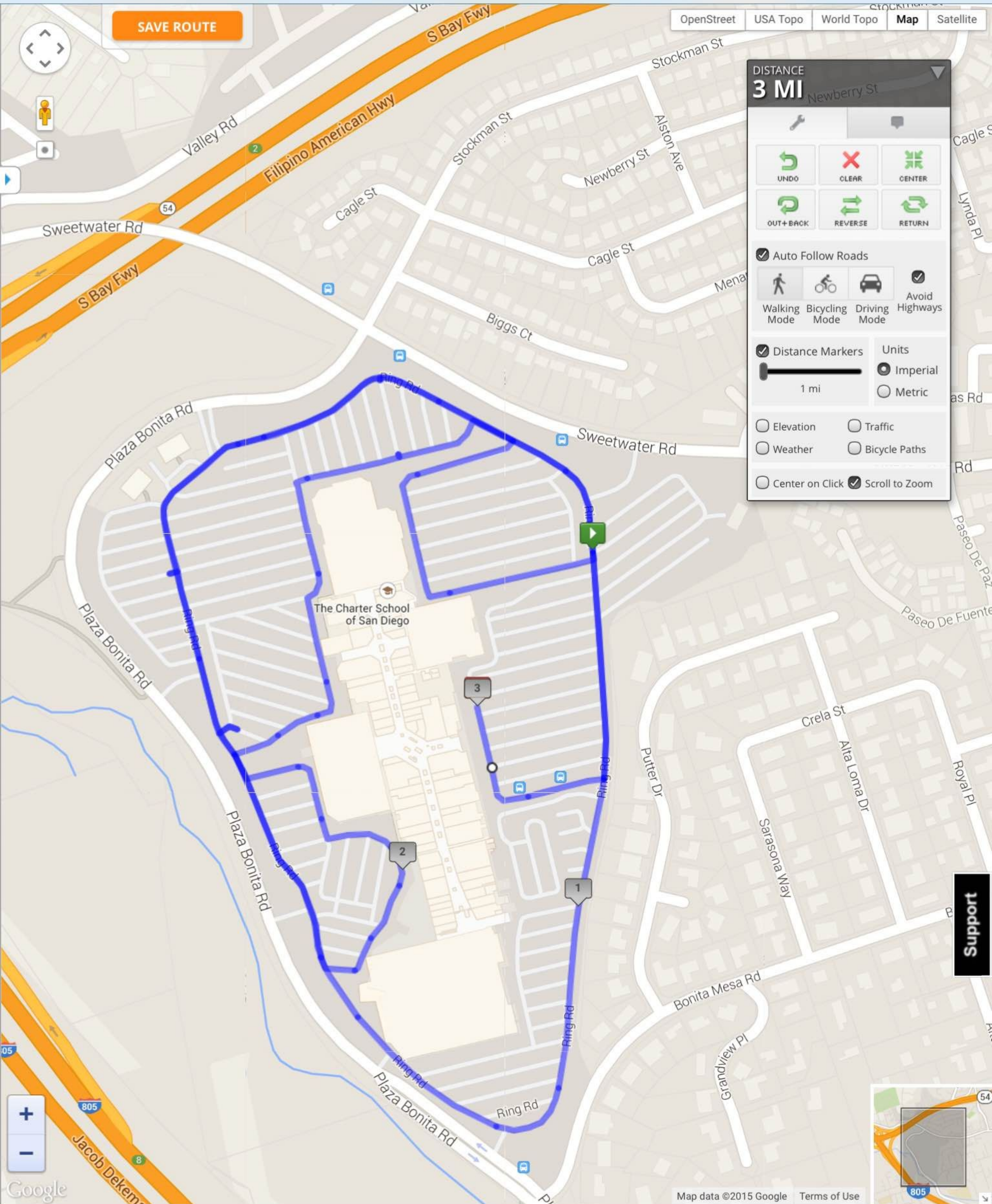
Auto Follow Roads

Walking Mode Bicycling Mode Driving Mode Avoid Highways

Distance Markers Units
1 mi Imperial Metric

Elevation Traffic
 Weather Bicycle Paths

Center on Click Scroll to Zoom



Support



Elevation

SAVE ROUTE

OpenStreet USA Topo World Topo Map Satellite

DISTANCE
1 MI

UNDO CLEAR CENTER

OUT+BACK REVERSE RETURN

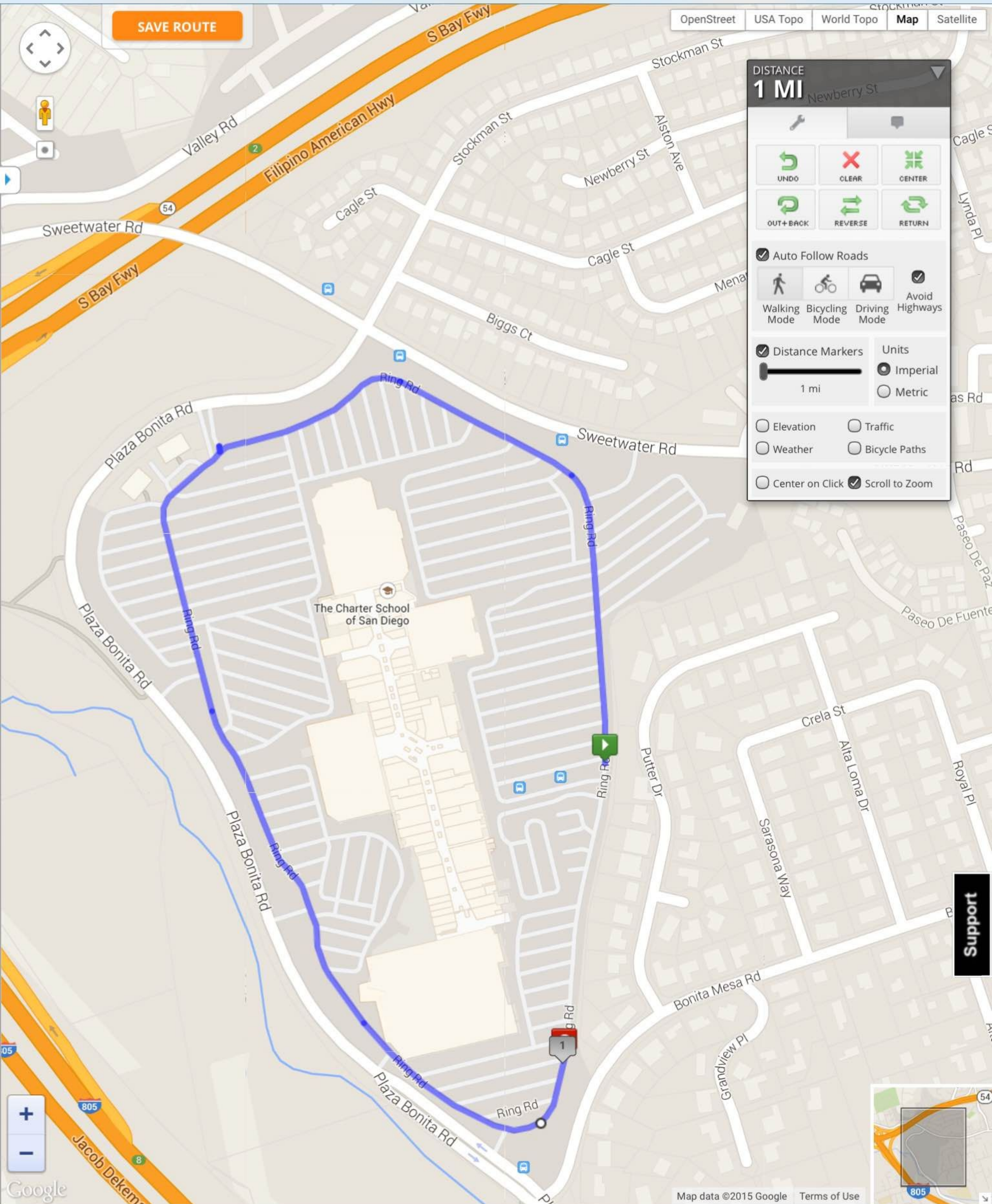
Auto Follow Roads

Walking Mode Bicycling Mode Driving Mode Avoid Highways

Distance Markers Units
1 mi Imperial Metric

Elevation Traffic
 Weather Bicycle Paths

Center on Click Scroll to Zoom



Support



Elevation

SAVE ROUTE

OpenStreet USA Topo World Topo Map Satellite

DISTANCE
1.07 MI

UNDO CLEAR CENTER

OUT+BACK REVERSE RETURN

Auto Follow Roads

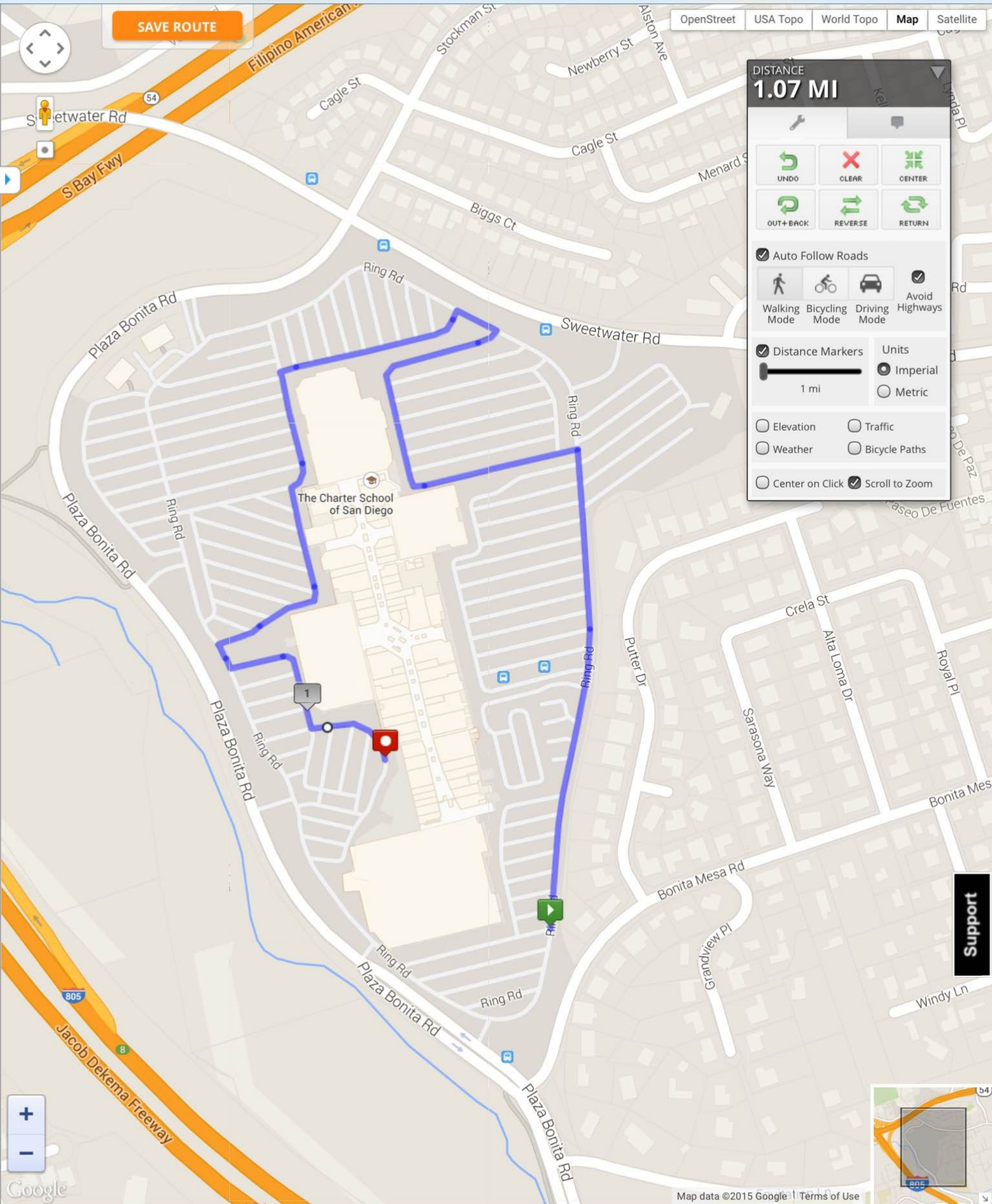
Walking Mode Bicycling Mode Driving Mode Avoid Highways

Distance Markers Units: Imperial Metric

Elevation Traffic

Weather Bicycle Paths

Center on Click Scroll to Zoom



Support





Plaza Bonita

3030 Plaza Bonita Road, #2075
National City, CA 91950-8007

Telephone (619) 267-2850
Facsimile (619) 472-5652

April 24, 2015

Dear Ms. Aida C. Castañeda,

Per your request please be advised that Westfield is in support of hosting as an event partner the National City Health & Wellness 5k on Saturday, August 22, 2015 from 7:00 am to 1:00 pm at Westfield Plaza Bonita located at 3030 Plaza Bonita Road, National City, CA 91950.

We look forward to supporting this cause to promote a healthier National City!

Respectfully,

A handwritten signature in black ink, appearing to read "Izamar Hernandez-Hook", written over a horizontal line.

Izamar Hernandez-Hook, RPA

Westfield Plaza Bonita/ General Manager

3030 Plaza Bonita Road #2075 / National City, CA 91950

T 619.267.2850 / F 619.649.0984 / ihernandezhook@westfield.com

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: The National City Public Safety Foundation
EVENT: The National City Health & Wellness 5K
DATE OF EVENT: **August 22, 2015**
TIME OF EVENT: 7 a.m. to 1 p.m.

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS []
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

No comments.

PUBLIC WORKS (619)366-4580

We have reviewed the application for subject Temporary Use Permit (TUP) and recommends approval subject to the conditions listed below.

Parks Division

1. The Park Division has no involvement

Facilities Division

1. The Facilities Division has no involvement

Street Division

1. The Streets Division has no involvement

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

FIRE

The Fire Department has no comments on this event.

FINANCE

Food vendors must obtain National City business license.

POLICE

No comments.

The following page(s) contain the backup material for Agenda Item: City Council discussion and direction regarding a Green Auto Industrial Park, including costs, impacts, timing, and budget considerations. (City Manager)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

City Council discussion and direction regarding a Green Auto Industrial Park, including costs, impacts, timing, and budget considerations

PREPARED BY: Leslie Deese, City Manager |

DEPARTMENT: City Manager

PHONE: | 619-336-4240 |

APPROVED BY: 

EXPLANATION:

At the April 28, 2015 City Council Preliminary Budget Workshop, Councilmember Sotelo-Solis requested staff prepare an item for the May 19 City Council meeting to allow for discussion and direction on a Green Auto Industrial Park, including the possibility of allowing for the potential inclusion of budgetary adjustments related to the item.

At the May 19 Council meeting, the Environmental Health Coalition (EHC) is scheduled to present their report and vision for the Green Auto Industrial Park. The presentation follows a city council budget workshop scheduled prior to the start of the council meeting.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff Recommendation: Staff has not had the opportunity to review and analyze the report. Staff is seeking direction from the City Council on funding and timing.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

NONE

The following page(s) contain the backup material for Agenda Item: City of National City Ad-Hoc Committees and Working Groups. (City Manager)


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

MEETING DATE: May 19, 2015

AGENDA ITEM NO.

ITEM TITLE:

City of National City Ad-Hoc Committees and Working Groups

PREPARED BY: Leslie Deese, City Manager 

DEPARTMENT: City Manager

PHONE: 336-4240

APPROVED BY: _____

EXPLANATION:

Please see attached Staff Report

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Request Council direction

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report

Staff Report: City of National City Ad-Hoc Committees and Working Groups

At the May 5, 2015 City Council meeting, Councilmember Sotelo-Solis requested staff prepare a report on National City ad-hoc committees and working groups. The purpose of this report is to respond to the councilmember's request and provide a summary of the City's ad-hoc committees and working groups.

Ah-Hoc Committees:

The City of National City has seven (7) established Boards, Commissions, and Committees as set forth in Title 16 of the Municipal Code. National City also has a number of ad-hoc committees which are temporary advisory committees consisting of council members of less than a quorum, generally short-term in nature, and formed by the City Council for a specific purpose. These temporary committees composed solely of two council members are generally not considered a legislative body under the Brown Act. Ad hoc committees are supported by staff.

Recent ad-hoc committees include:

- Tobacco (Smoke-Free) Committee
- Nutrition Center Sustainability Committee
- Special Events Committee
- Parks & Facilities Committee
- Investment and Bond Committee
- War Memorial Committee

Each of the ad-hoc committees noted above is comprised of two councilmembers with the exception of the War Memorial Committee which is comprised of community members, military veterans, and City staff.

Working Groups:

National City also has staff-initiated working groups that are comprised of representatives from City staff that may include staff from other agencies, and participates in working groups created by, or in cooperation with, other agencies. A working group is defined as an ad-hoc group of subject-matter experts working together on more of an ongoing nature in order to achieve specified goals.

Recent working groups include:

- National City Homeless Committee
- Tow Contract RFP Working Group
- National City/Port of San Diego/Bay Front Master Plan

The National City Homeless Committee is comprised of staff from numerous city departments. The National City/Port of San Diego working group includes City staff, Port staff, National City Port Commissioner, and two Councilmembers.

The following page(s) contain the backup material for Agenda Item: Request authorization for staff to begin negotiating terms with GB Capital Holdings, LLC for a Waterfront Adventure Center Maintenance and Operating Agreement to be brought back for Council approval and approval to issue a letter of intent to GB Capital H

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Request authorization for staff to begin negotiating terms with GB Capital Holdings, LLC for a Waterfront Adventure Center Maintenance and Operating Agreement to be brought back for Council approval and approval to issue a letter of intent to GB Capital Holdings, LLC. (Community Services)

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

EXPLANATION:

See attached staff report.

DEPARTMENT: Community Development

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Authorize staff to begin negotiating terms of a Waterfront Adventure Center Maintenance and Operating Agreement and approve issuance of letter of intent to GB Capital Holdings, LLC.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Letter of Intent
3. Waterfront Adventure Center RFP
4. Response to RFP - GB Capital Holdings, LLC



May 20, 2015

John A. Grimstad, Jr.
GB Capital Holdings, LLC
4980 N. Harbor Drive Suite 200
San Diego, CA 92106

Dear Mr. Grimstad:

This letter serves as a formal letter of intent on behalf of the City of National City (the City), to negotiate mutually acceptable terms with GB Capital Holdings, LLC (GB) for the maintenance and operation of the Waterfront Adventure Center located in Pepper Park at 3299 Tidelands Ave, National City, CA 91950.

The City recognizes the necessity for GB to begin gathering resources in order to open the Waterfront Adventure Center in September of 2015.

While this letter of intent represents the good faith intentions of each party to negotiate mutually acceptable terms of a formal Maintenance and Operating Agreement, this letter of intent shall not be construed as a final commitment to approve a Maintenance and Operating Agreement by either party.

The City expects to execute a formal Maintenance and Operating Agreement by August 7, 2015; dependent on approval of the aforementioned agreement by the San Diego Unified Port District.

Sincerely,

Leslie Deese
City Manager

REQUEST FOR PROPOSALS

Introduction

The City of National City is seeking proposals from qualified operators for the Waterfront Adventure Center, a boat house/aquatic center currently under construction in the National City Marina District. The Waterfront Adventure Center is a 4,700 square foot, 16 to 22 foot high permanent facility with a completion date scheduled for summer/fall of 2015. The facility provides recreational aquatic, safety and environmental programs. The new building contains office and reception rooms, locker rooms, watercraft storage, restrooms for center users, an indoor/outdoor classroom, separate office, janitorial area, a mechanical/electrical room, security walls, fencing and lighting.

Waterfront Adventure Center programs should include sailing, windsurfing, kayaking, outrigger canoeing, rowing, fishing, wildlife appreciation and marine science, environmental education, youth group classes, school outreach programs and day camps. In addition, health and safety classes could include search and rescue, first aid and safety, CPR, boating safety, emergency response and lifeguard training. There is potential for additional activities such as specialty camps, theme birthday parties, special family events, school programs, and community and corporate team building events. All of the activities at the site would take place as part of an organized program. No unsupervised watercraft use is permitted due to regulations from other environmental agencies.

The operator will be required to enter into a maintenance and operating agreement with the City for the occupation and use of the premises known as the Waterfront Adventure Center located in Pepper Park at 3299 Tidelands Ave, National City, CA 91950.

Qualifications

The City desires to contract directly with an operator who will be the onsite provider of aquatic programming at the Waterfront Adventure Center.

As such, the City has the following expectations of the contractor selected to provide services:

1. The operator shall offer a variety of recreational aquatic, safety and environmental programs. It's important for the operator to appeal to diverse customer groups.
2. The operator must focus on community benefits and National City residents should be given special preference.
3. The operator should promote partnerships that provide maximum access and use of the facility. The ideal operation would include an operator that offers

programming but also utilizes partnerships to provide additional programming and access to the facility.

4. The operator shall ensure that employees are friendly, positive, and knowledgeable while providing exemplary customer service to Waterfront Adventure Center patrons.
5. The operator shall maintain the indoor and outdoor spaces in a clean and inviting manner at all times.
6. The operator will be required to provide all furniture, fixtures, equipment, supplies, personnel, insurance, and all other items necessary to operate the Waterfront Adventure Center to the standards required by the City of National City. (Some ideas for possible furniture, fixtures and equipment are included in attachment "D". The City will consider assisting with and/or applying for grants to help fund furniture, fixtures and equipment.)

Proposals

Please include the following:

1. *Cover letter*: Provide a signed cover letter indicating your desire to provide services.
2. *Certification*: Complete and authorize Attachment "A".
3. *General Information/Qualifications*: Summarize your qualifications and answer all questions listed in Attachment "B".
4. *Proposed Business Plan*: Summarize your proposed business plan and answer all questions listed in Attachment "C".

Proposal Submittal

Written proposals are due no later than 3:30 pm on April 7, 2015. The City of National City is not responsible for non-receipt of proposals sent by mail or courier.

Proposals should be clearly marked "WATERFRONT ADVENTURE CENTER PROPOSAL" and delivered to:

City of National City
Attn: Brad Raulston, Executive Director
1243 National City Blvd.
National City, CA 91950

Estimated RFP Schedule

The City's proposed schedule for review of the proposals and final selection of the Waterfront Adventure Center operator is as shown below. These dates are estimates and may be changed as needed.

March 12, 2015	RFP Advertised and Distributed
March 26, 2015	Onsite clarification meeting and tour for interested parties at 10 am
April 7, 2015	Proposals due by 3:30 pm
April 8-9, 2015	Proposals evaluated
April 14, 2015	Interviews (if needed)
May 5, 2015	Recommendation to City Council
July 7, 2015	Operating and Maintenance Agreement approved by City Council

DECLARATIONS AND ADDITIONAL INFORMATION

The City of National City Rights Regarding this Invitation

The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The City does not accept any financial responsibility for any costs incurred by respondent. Issuance of this Request for Qualifications does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The City reserves the right to waive any irregularities or informalities in the proposal or proposal process. The City retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent(s).

Acknowledgement of Amendments

Each firm receiving a copy of this shall acknowledge receipt of any amendment to this Request for Proposal by signing and returning the amendment with the completed proposal. The acknowledgment must be received by the City of National City at the time and place specified for receipt of proposals.

Additional Information

Questions regarding this solicitation shall be submitted in writing to:

City of National City
Attn: Brad Raulston, Executive Director
1243 National City Boulevard
National City, CA 91950

Or by fax: (619) 336-4327 or e-mail: braulston@nationalcityca.gov

Respondents/firms are cautioned that any oral statements made that materially change any portion of this RFP are not valid unless subsequently ratified by a formal written amendment to this RFP. No technical questions that may materially change any portion of this RFP will be accepted during the seven calendar days prior to the time and date set for receipt of proposals.

Nonconforming Terms and Conditions

Any proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP is subject to rejection as non-responsive. The City of National City reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the City of National City, City Council to award a contract.

Late Submissions

Any proposal received after the date and time specified for receipt shall not be accepted or considered.

Right to Cancel

The City reserves the right to withdraw or cancel, for any or no reason, at any time, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements.

Variations in Scope of Work

The City may materially change the scope of services by way of written amendment to this RFP, signed by the City Clerk. Such changes may include additions, deletions, or other revisions within the general scope of the RFP requirements. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

Applicable Laws

The contracts awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFP shall be brought in the State of California, with a venue of the San Diego Superior Courts. The firm(s) awarded the contracts shall comply with all applicable Federal, State, and local laws and regulations.

Public Information

All documents received by the City are considered public records and will be made available after the RFP selection for public inspection and copying upon request.

Compensation

The respondent agrees, if selected, that compensation shall remain firm and fixed throughout the terms of the contracts.

Agreement for Maintenance and Operations

The selected firm will be required to sign an Agreement for Maintenance and Operations, and all other required certifications and documentation within fifteen (15) calendar days of notification of selection.

Insurance Requirements

All required insurance shall be submitted within fifteen (15) days of notice of selection and prior to the commencement of any work. Failure to provide the insurance certificates within this time frame shall be cause for the proposal to be rejected as non-responsive. The entity/organization selected shall maintain insurance in full force and effect during the entire period of performance under the contract(s). Failure to do so shall be cause for termination of the contract(s).

All policies must have a thirty (30) day non-cancellation clause giving the City of National City thirty (30) days prior written notice in the event a policy is cancelled.

At the end of each contract year, the City of National City reserves the right to review insurance requirements and to require more or less coverage depending on the assessment of risk, the entity/organization's past experience, and the availability and affordability of increased liability insurance coverage.

Any aggregate insurance limits must apply solely to this contract. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, then the entity/organization shall maintain such insurance coverage for three years after the expiration of the term (and any extensions) of the contract.

The operator at its sole cost and expense, shall purchase and maintain, throughout the term of the Operating Agreement, the following insurance policies:

1. Automobile Insurance covering all bodily injury and property damage incurred with a minimum coverage of \$5,000,000 combined single limit per accident.
2. Commercial General Liability Insurance, with minimum limits of \$5,000,000 per occurrence and \$10,000,000 aggregate are preferred covering all bodily injury and property damage.
3. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of the operator's employees and employers' liability insurance with limits of at least \$1,000,000 per accident.

Independent Contractor Status

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City of National City. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City of National City and all its respective officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City of National City.

Attachment A: Certification

Proposing Organization Name: _____

Address: _____

Telephone: _____

Email Address: _____

Contact person name and title: _____

Proposal is submitted by (please check next to appropriate line):

- an individual
- a Partnership *
- a Corporation *
- a Limited Liability Company *
- a Joint Venture *

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures, and requirements (including insurance), and that they have read and understand the RFP.

Authorized Representative Signature (sign name) _____

Authorized Representative Name (print name) _____

Authorized Representative Title (print title) _____

*Attach Additional signatures for partnership members, corporation or company officers, or joint venture members.

Attachment B: General Information/Qualifications

1. Describe your current company including the number of years in business, number of years at current business address, and number of employees.
2. Describe your experience in operating an aquatics center similar to the Waterfront Adventure Center operation.
3. Describe your experience working with government agencies.
4. Describe and demonstrate your financial stability (e.g. credit report, balance sheet, etc.)
5. Include at least two references.

Attachment C: Proposed Business Plan

1. Describe, in detail, your business plans and/or the approaches you envision for the operation of the Waterfront Adventure Center.
2. Describe how you intend to maximize participation, understand the wants of your customers, and provide quality customer service.
3. Describe your plan for ensuring National City residents are given special preference and provide specific details of those benefits.
4. Describe how you will promote local partnerships that provide maximum access and use of the facility. Explain access and days of use for the City of National City and other community partners.
5. Provide a sample of the hours of operation, fee schedule and programming schedule.
6. Describe your plan for guaranteeing the cleanliness and safety of the facility. In addition, how will you ensure security when the facility is closed?
7. Describe your capital resources for purchasing furniture, fixtures, and equipment prior to completion of construction in summer/fall of 2015. Please include a list with estimated costs for furniture, fixtures, and equipment that will be needed in order to operate the Waterfront Adventure Center. (Some ideas for possible furniture, fixtures and equipment are included in attachment "D".)
8. Describe your financial plan in order to operate and maintain the facility during the term of the agreement.

Attachment D: Possible furniture, fixtures and equipment needed for operations

Kayaks

Rescue Boat

Adult Life Vests

Youth Life Vest

Kayak Paddles

Kayak Racks

Dry Bags

Tow Harness, 1-4 Rider

Sailboats

Paddleboards

Rowing Boats

Rock Climbing Wall

Desks

Chairs

Computers

Copier/Printer

Telephones

TV's and AV Equipment

Directional and Building Signage

AED and O2 Tank

Soap/Lotion Dispensers

Hair Dryers

Shower Curtains

Wet Floor Signs

Classroom Furnishings (Tables, Chairs, AV Equipment, Bulletin Boards, etc.)

**PIER
32
MARINA**

J.A. Grimstad
Family
Aquatic
Center



Aquatic Center



- Education
- Recreation
- Environment
- Philanthropy
- Community

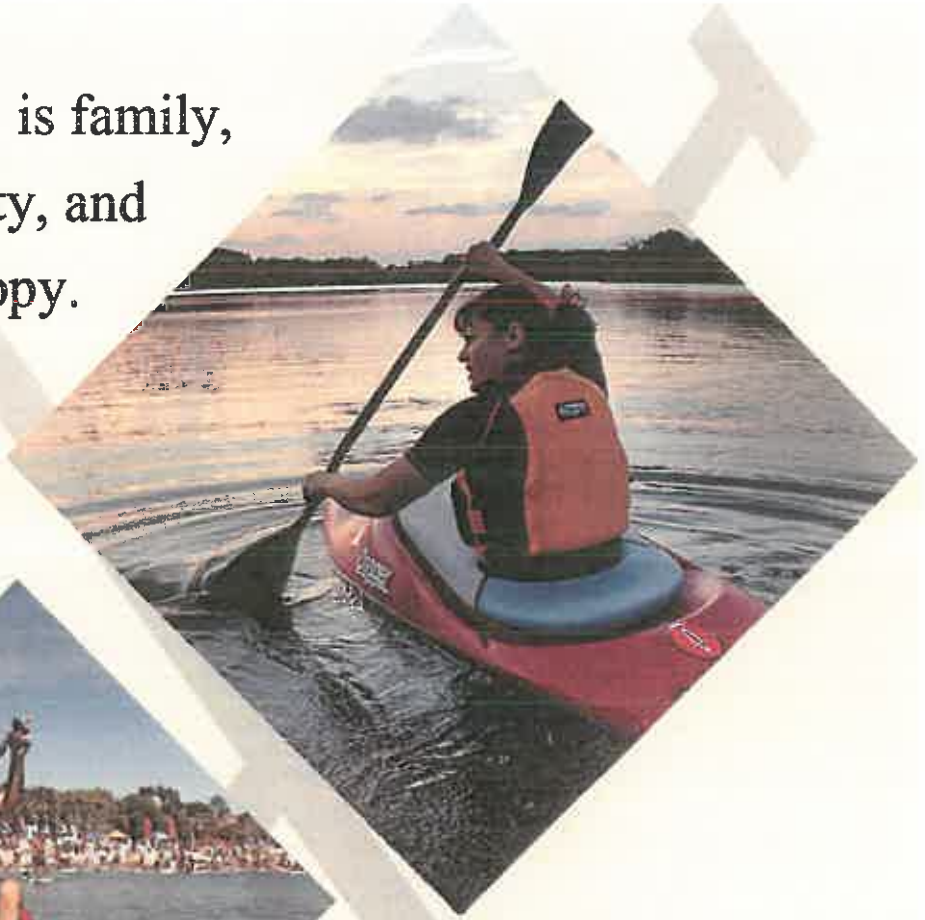


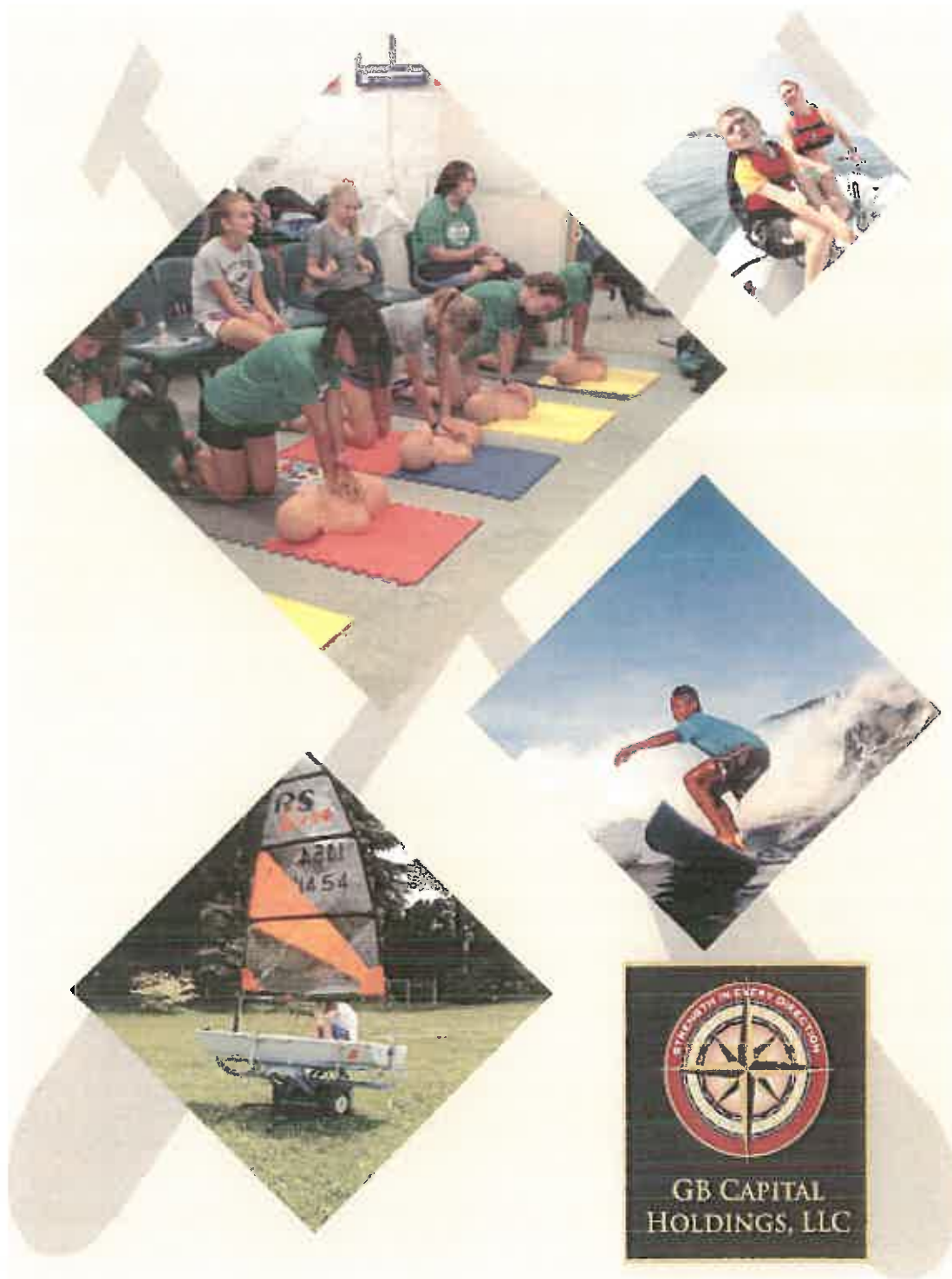
J A Grimstad Family Aquatic Center

GB Capital Holdings, LLC will manage the Waterfront Adventure Center to include a multitude of recreational and educational water sports and activities.



Our focus is family,
community, and
philanthropy.





J A GRIMSTAD AQUATIC CENTEER PROJECTED START UP COSTS

Project Costs	Total
FFE	\$69,000 based on \$15/square foot
Boating Equipment	\$76,450

Soft Costs		
	Per Unit	Total
Legal	\$182	\$7,280 40 hours
Accounting	\$121	\$4,480 40 hours
Land Use		
Permits and Fees		
Consulting	\$455	\$4,450
Total Soft Costs		\$12,210
Contingency		
Reserves		
Total		\$157,660

City of National City RFP for Waterfront Adventure Center
Page 7

Attachment A: Certification

Proposing Organization Name: J A Grimstad Family Aquatic Center

Address: 4980 N Harbor Drive Ste 200, San Diego, CA 92106

Telephone: 619.618.9217

Email Address: gfac@gbcapitalholdings.com

Contact person name and title: Greg Boeh- Chief Operating Officer

Proposal is submitted by (please check next to appropriate line):

- an individual
- a Partnership *
- a Corporation *
- a Limited Liability Company *
- a Joint Venture *

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures, and requirements (including insurance), and that they have read and understand the RFP.

Authorized Representative Signature (sign name) 

Authorized Representative Name (print name) John A Grimstad Jr.

Authorized Representative Title (print title) Owner and Principal

*Attach Additional signatures for partnership members, corporation or company officers, or joint venture members.

Attachment B: General Information/Qualifications

1. Describe your current company including the number of years in business, number of years at current business address, and number of employees.

Answer 1: GB Capital has been in business for nine years, founded in 2006. GB Capital's offices have been located at 4980 N Harbor Drive for 7 years. GB Capital currently employs 27 direct employees.

2. Describe your experience in operating an aquatics center similar to the Waterfront Adventure Center operation.

Answer 2: The Grimstad family's love and passion for recreational boating has led them to be involved in operating businesses revolved around the marine recreational industry for over 25 years. Please refer to aforementioned resumes, recreational programs are a part of all marina operations.

3. Describe your experience working with government agencies.

Answer 3: GB Capital Holdings executive staff possess a wealth of experience working directly with governmental and civic entities as well as valuable partnerships working outside of that sphere. Members of our management team have worked with, Port Commissioners, Dept. of Homeland Security, Customs Department, Naval Special Warfare Group, National City Council, San Diego City Council, US Coast Guard, Planning Commissions, and many more.

4. Describe and demonstrate your financial stability (e.g. credit report, balance sheet, etc.)

**JOHN & BEVERLEY GRIMSTAD AND THE GRIMSTAD TRUSTS
FINANCIAL STATEMENT
AS OF JANUARY 31, 2015**

ASSETS

Cash and cash equivalent	\$287,623
Investment in marketable securities	\$19,346,175
Investment in real property and partnerships	\$61,016,488
Notes receivable	\$25,194,487
Annuity Contract	\$5,312,511
Residence	\$5,361,289
Personal properties	\$5,486,888

TOTAL ASSETS

\$122,005,461

LIABILITIES

Liabilities	\$2,691,880
-------------	-------------

NET WORTH

\$119,313,581

TOTAL LIABILITIES AND NET WORTH

\$119,313,581

5. Include at least two references.

- **Patrice A. Milkovich**
Director
Crown Cove Aquatic Center
900 Otay Lakes Road, Chula Vista, CA 91910
619-575-6176

- **Wells Fargo**
Brian P Chambers - VP San Diego RCBO
401 B Street, Suite 2201
San Diego CA 92101
Direct: (619) 699 3087 · Fax: (619) 699-3020 · E-Mail: chambebp@wellsfargo.com

- **George Palermo**
Flagship Cruises & Events
President
(619) 522-6159
- **Michael S. Rookus**
Sycuan Tribal Development Corp
Director of Real Estate & Property Management
mrookus@sycuan-nsn.gov
(619) 445-4564 x ext 1026

City of National City RFP for Waterfront Adventure Center
Page 9

Attachment C: Proposed Business Plan

1. Describe, in detail, your business plans and/or the approaches you envision for the operation of the Waterfront Adventure Center.

Answer 1: We envision a hub of education and community participation focusing on small craft recreational boating, the environment, and sustainability practices. The Grimstad Family has long had a vested interest in National City and believes that now is the time to include a philanthropic element to that interest. In order to give back to the community of National City is the most successful way, we will partner with the best in the aforementioned fields to make the J A Grimstad Family Aquatic Center something that National City take supreme pride in. We have shared a common vision and have partnered with the Crown Cove Aquatic Center and Southwestern College since Pier 32 opened and look to them to be an integral ally in this new endeavor or education and community involvement. Additionally, we have reached out to Flagship Cruises, Yolo Paddleboard, Kumeyaay Band of Sycuan Indians, Marina Sailing, INT Softboards, Reality Sailing Program, and Sailing Teacher.

J A Grimstad Family Aquatic Center will rent facilities to clients to expand their current capabilities and, and to bring them into National City as a vital resource.

2. Describe how you intend to maximize participation, understand the wants of your customers, and provide quality customer service.

Answer 2: We will use the best practices to ensure that we are getting the most out of the space on any given day. In our research, we found that social media marketing is a very effective tool for participation in these types of educational classes and sessions. Customer service will be a cornerstone of the project as it is with any GB Capital associated property, and we are there to continue to serve the community. We will reach out to all community partners to engage with

school districts, city governments, rotary clubs, philanthropic organizations, community outreach programs, physical rehab organizations, and youth clubs.

3. Describe your plan for ensuring National City residents are given special preference and provide specific details of those benefits.

Answer 3: National City residents will be the focus of our programs as we look to have a greater outreach to the community. We will look to continue to partner with local schools, non-profit organizations, and the City government to make sure that our vision of being a pillar of the National City boating community not only remains intact, but also gains strength and spectrum. We will look to a priority registration program for National City residents as well as subsidized programming.

4. Describe how you will promote local partnerships that provide maximum access and use of the facility. Explain access and days of use for the City of National City and other community partners.

Answer 4: We will grow our existing partnerships with a multitude of local institutions and organizations and use our existing networks to rely on our partners to extend that reach to further avenues. Access and days of use for the City and community partners will be orchestrated via the management of J A Grimstad Family Aquatic Center in order to ensure consistent access to all partners. GB Capital Holdings has always enjoyed a successful and supportive relationship in accommodating the City of National City in the past and will continue this practice in earnest with the Aquatic Center.

5. Provide a sample of the hours of operation, fee schedule and programming schedule.

Answer 5: Preliminary proposed hours of operation will be 8AM to 5PM seven days a week in conjunction with Pier 32 Marina's hours of operation. Fee schedule will be competitive with the market with the intention of maximizing local participation that maintains a philanthropic nature. We will look to maximize the use of the space in programming by a large network of partners to be able to allow a wide array of uses in alignment with the aforementioned vision. The programming schedule will be fluid and flexible in accordance with our proposed partners' operation models.

6. Describe your plan for guaranteeing the cleanliness and safety of the facility. In addition, how will you ensure security when the facility is closed?

Answer 6: Cleanliness and safety are the building blocks that keep Pier 32 Marina a marina that we can be proud of. We will draw on our vast experience in the immediate area as well as draw on our resources from Pier 32 to ensure the utmost standard in cleanliness as we have continually exhibited throughout our successful stewardship of the property. Our security approach will use our existing team to expand on the coverage that we already have using Universal Protection Service. Security detail will be consistent with that of Pier 32 Marina and we will take advantage of our long and respected relationship with the National City Police Department. Our supervising security officer has been guarding the property since the marina opened and is a wealth of knowledge on the specifics of the area. The J A Grimstad Family Aquatic Center operations will be an extension of Pier 32 Marina.

7. Describe your capital resources for purchasing furniture, fixtures, and equipment prior to completion of construction in summer/fall of 2015. Please include a list with estimated costs for furniture, fixtures, and equipment that will be needed in order to operate the Waterfront Adventure Center. (Some ideas for possible furniture, fixtures and equipment are included in attachment "D".)

Answer 7: The financing will be done through the Grimstad Family resources. It is our long term intention to have the entity run as a 501(c)3 charitable organization. Immediately, GB Capital Holdings, LLC will run the organization as we transition in and begin to seek out educational grants. A list of proposed furniture, fixtures, and equipment totaling an estimated cost of \$157,660 which is detailed in the following section.

Attachment D: Possible furniture, fixtures and equipment needed for operations.

Kayak Paddles

Custom Kayak Racks

20 Stand up Paddleboards

12 double Kayaks

12 Single Kayaks

3 Small sailboat

8 RS TERRA

50 Lifejacket

3 Hobie Outriggers

ADA Lift System

Sailing Simulator

Dry Bags

Tow Harness, 1-4 Rider

Rowing Boats

Desks

Chairs

Computers

Copier/Printer

Telephones with VOIP system

Televisions for Classroom

Projector

Projector Screen

Directional and Building Signage

AED and O2 Tank

General Office Supplies

Soap/Lotion Dispensers

Towel Dispenser

Shower Curtains

Shower mats

Wet Floor Signs

Classroom Furnishings (Tables, Chairs, AV Equipment, Bulletin Boards, etc.)

Wireless Internet Routers and Modems

iPads for Instruction

Podium(s)

Dock Carts

People mover

PA System

Office Shelving

CPR Dummies

Various Medical Training Equipment



Patrice Milkovich, Director
pmilkovich@swccd.edu
www.swccd.edu/crowncove
(619) 575-6176

GB Capital Holdings, LLC
4980 N Harbor Drive Ste. 200
San Diego, California 92106

Attention: J A Grimstad Family Aquatic Center
via Email: dbrandt@gbcapitalholdings.com

RE: Expression of Interest in Partnership with GB Capital for National City's Adventure Center RFP

With reference to your invitation to express interest in partnership, this letter, although not binding, is intended to serve as Crown Cove Aquatic Center's (CCAC) interest in exploring a possible partnership with GB Capital Holdings, LLC. Specifically, CCAC is interested in exploring opportunities to provide recreational boating and aquatic recreation services at the City of National City's Waterfront Adventure Center, in line with those activities included in the City's RFP.

Crown Cove Aquatic Center is interested in studying the feasibility of hosting college credit and non-credit courses, youth camps, group lessons and programs and a recreational paddle program at this venue in the future. This expression of interest does not constitute a formal agreement with Crown Cove Aquatic Center as such agreements must comply with the policies and procedures Southwestern Community College District established by the Governing Board. We do believe there is a unique opportunity to directly serve the National City community and have the certified instructors, training and programs that would be required in such program management.

We are anxious to expand dialogue in this potential partnership.

Respectfully,
Patrice Milkovich
Director, Crown Cove Aquatic Center
Southwestern College



April 6, 2015

To: GB Capital Holdings, LLC
4980 N Harbor Drive Ste. 200
San Diego, California 92106

RE: Expression of Interest in Partnership with GB Capital for National City's Adventure Center RFP ("Project").

Dear Sir,

With reference to your notice invitation to express interest in partnership dated 3/30/15, the *Health and Science Pipeline Initiative* (HASPI) is interested in the possibility of partnering with GB Capital Holdings, LLC in providing related curriculum and partnerships with local K12 schools. HASPI began in 2006 and has sought to support middle and high schools in the development of pathway programs that increase students' awareness of health related topics and careers, through a focus on science curriculum. Sweetwater Union High School District has been a primary partner in this effort, and we are eager to work with you as we expand opportunities to elementary schools. The proposed *Grimstad Family Aquatic Center* will provide an opportunity for students to both study the environment and explore ways to promote health through activity. The HASPI project can assist with curriculum, communication, and coordination with partner teachers in South Bay. We look forward to partnering with you in this effort.

Sincerely,

Natalie Ray
Program Director
Health and Science Pipeline Initiative
Grossmont College
619-644-7826
Natalie.ray@gcccd.edu

Reality Sailing Adventure Organization

To,

GB Capital Holdings, LLC
4980 N Harbor Drive Ste. 200
San Diego, California 92106

Attention: Grimstad Family Aquatic Center

Email: dbrandt@gbcapitalholdings.com

RE: Expression of Interest in Partnership with GB Capital for National City's Adventure Center RFP
("Project").

Dear Sir,

With reference to your notice invitation to express interest in partnership dated 3/30/15

We Reality Sailing Adventure are interested in the possibility of partnering with GB Capital Holdings, LLC in providing Services at the National City Adventure Park cited in their RFP

J. Manuel Moreno, ASA

Reality Sailing Adventure

Staff Report

Request authorization for staff to begin negotiating terms with GB Capital Holdings, LLC for a Waterfront Adventure Center Maintenance and Operating Agreement to be brought back for Council approval and approval to issue a letter of intent to GB Capital Holdings, LLC. (Community Services)

Summary

The City of National City issued a request for proposal (RFP) for a provider of aquatic programming at the Waterfront Adventure Center. There was one response to the RFP from GB Capital Holdings, LLC (GB). GB meets the qualifications, as outlined in the RFP, for operating the Waterfront Adventure Center. Staff is seeking authorization to begin negotiating a Maintenance and Operating Agreement with GB, to be brought back for City Council approval on June 16, 2015.

The Maintenance and Operating Agreement must be approved by the San Diego Unified Port District. Upon approval by San Diego Unified Port District an executed Agreement could be completed in early August with an opening of the Waterfront Adventure Center in September 2015. In the meantime, staff recognizes the necessity for GB to begin gathering resources in order to open the Waterfront Adventure Center in September of 2015. Such resources include furniture, fixtures and equipment. A Letter of Intent represents the good faith intentions of each party to negotiate a Maintenance and Operating Agreement with mutually acceptable terms (see attached).

Background

On March 12, 2015 the City of National City advertised and distributed an RFP for qualified operators to be the onsite provider of aquatic programming at the Waterfront Adventure Center. The City was looking for an operator with the ability to offer a variety of recreational aquatic, safety and environmental programs with a focus on community benefits and National City residents. As well as, an operator capable of developing multiple partnerships to create maximum access and use of the facility. In addition, the operator needed the necessary capital to provide all furniture, fixtures and equipment. On March 26, 2015 staff conducted a tour of the Waterfront Adventure Center; representatives from the YMCA, Crown Cove Aquatic Center/Southwestern College, Pier 32 Marina/GB and Kids on the Go were in attendance. On April 16, 2015 staff along with Parks, Recreation and Senior Advisory Board committee chair, James Grier, interviewed the sole responder, GB. GB meets the qualifications, as outlined in the RFP, for operating the Waterfront Adventure Center.

GB Proposal Summary

GB's proposed vision is a hub of education and community participation focusing on small craft recreational boating, the environment, and sustainability practices. GB would look to a priority registration program for National City residents as well as subsidized programming.

Proposed hours are Monday through Friday from 8 am to 5 pm year-round but would be dependent on community needs. GB plans to partner with Crown Cove Aquatic Center and Southwestern College. In addition, they want to work with multiple partners to maximize participation at the facility. The Waterfront Adventure Center operations would be an extension of Pier 32 Marina, which allows GB to utilize their current security detail at Pier 32 Marina to ensure the safety of the facility. GB can finance the startup costs internally and transition towards seeking grants to advance the educational vision. It is GB's intent to develop a non-profit for the Waterfront Adventure Center which would contract with GB to operate the business.

Timeline

Staff would begin negotiating terms of a Waterfront Adventure Center Maintenance and Operating Agreement with GB. The agreement would be brought back to City Council on June 16, 2015. Upon City Council approval the agreement would be sent to the San Diego Unified Port District for review and approval in early August. GB would plan to open the Waterfront Adventure Center in September 2015.

Staff Recommendation

Authorize staff to begin negotiating terms of a Waterfront Adventure Center Maintenance and Operating Agreement and approve issuance of a Letter of Intent to GB Capital Holdings, LLC.

The following page(s) contain the backup material for Agenda Item: Investment Report for the quarter ended March 31, 2015. (Finance)

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

MEETING DATE: May 19, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Investment Report for the quarter ended March 31, 2015.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Accept and File the Investment Report for the Quarter ended March 31, 2015.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Investment Listings



City Council Staff Report

May 19, 2015

ITEM

Staff Report: Investment Report for the quarter ended March 31, 2015.

BACKGROUND

The California Government Code (§ 53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency's investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- type of investment;
- issuer (bank or institution);
- date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, the Government Code (§ 53646(b)(2)) requires that the report state the City's compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool's ability to meet its expenditure requirements Code (§ 53646(b)(3)).

OVERVIEW OF CITY INVESTMENTS

The City's pooled investment portfolio balance as of March 31, 2015 is summarized below and compared to the balance as of March 31, 2014.

	3/31/2015	3/31/2014
Book Value ¹	\$ 55,608,368	\$ 57,400,294
Market Value ²	\$ 55,475,121	\$ 57,180,150

(1) actual cost of investments

(2) amount at which the investments could be sold

The California Treasurer's Local Agency Investment Fund ("LAIF") and The County of San Diego Pooled Money Fund comprise 62.38% of the City of National City's total investment portfolio (53.28% and 9.10%, respectively). These are liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a withdrawal request with no penalty. The remainder of the City's portfolio is composed of investments that may be liquidated at any time. However, these investments likely do not provide

the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation/withdrawal of these investments is at the risk of loss and/or penalty to the City.

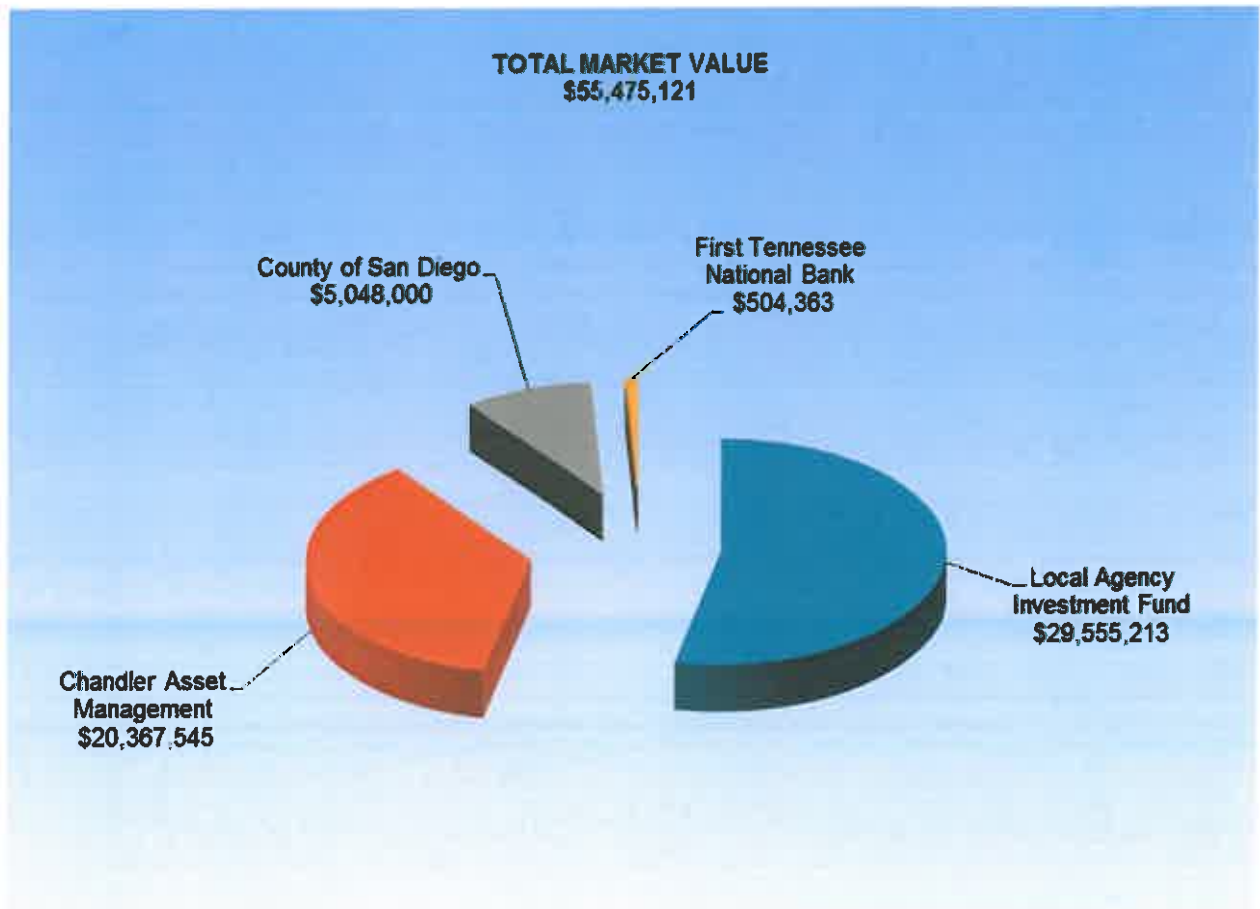
Summaries of the City’s investment portfolio are illustrated below.

INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

As of March 31, 2015

Issuer/Manager	Book Value	Total Market Value¹	Market YTM	% of Portfolio
Local Agency Investment Fund	29,526,144	\$ 29,555,213 ²	0.25%	53.28%
Chandler Asset Management	20,532,017	\$ 20,367,545	0.50%	36.71%
County of San Diego	5,050,206	\$ 5,048,000	0.51%	9.10%
First Tennessee National Bank	500,000	\$ 504,363	2.00%	0.91%
Totals for March 2015	55,608,368	55,475,121	0.00	100.00%

1 includes accrued interest
 2 calculated on 30/360 basis



INVESTMENT PERFORMANCE BY ISSUER/MANAGER

For the Quarter Ended March 31, 2015

Issuer/Manager	Total Market Value ¹		Change	Yield (Net) ³
	12/31/14	3/31/15		
Local Agency Investment Fund	\$ 25,525,644	\$ 29,555,213	\$ 4,029,569 ²	0.28%
Chandler Asset Management	\$ 20,283,891	\$ 20,367,545	\$ 83,654	1.65%
County of San Diego	\$ 5,045,035	\$ 5,048,000	\$ 2,965	0.24%
First Tennessee National Bank	\$ 509,354	\$ 504,363	(\$4,990)	-0.59%
Totals for March 2015	\$ 51,363,924	\$ 55,475,121	\$ 4,111,199	

¹ includes accrued interest

² 2/12/2015 \$4,000,000 deposit

³ Annualized

⁴ Interest earned paid & transferred into City's account at the close of the quarter

COMPLIANCE STATEMENT

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§ 53601 et seq).

FINANCIAL STATEMENT

Realized and unrealized gains/(losses), reflected below, for the period were \$59,205. These changes include changes in security market values, gain/(loss) from the sale of assets, accrued interest, and reinvested interest/earnings.

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	30,640
County of San Diego	9,704
First Tennessee Bank ¹	1,123
LAIF	17,738
Totals for March 2015	\$ 59,205

¹ Interest paid to the City is not reinvested

Staff certifies that there are sufficient funds to meet the pool's expenditure requirements.

RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended March 31, 2015.

Monthly Account Statement

City of National City

March 1, 2015 through March 31, 2015

Chandler Team

For questions about your account,
please call (800) 317-4747 or
Email operations@chandlerasset.com

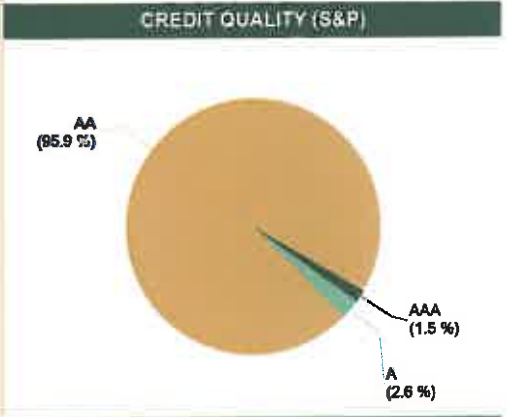
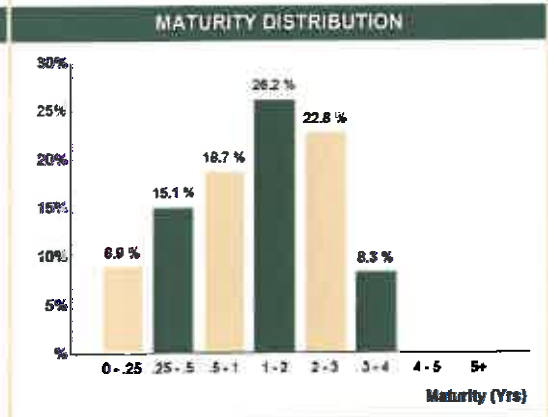
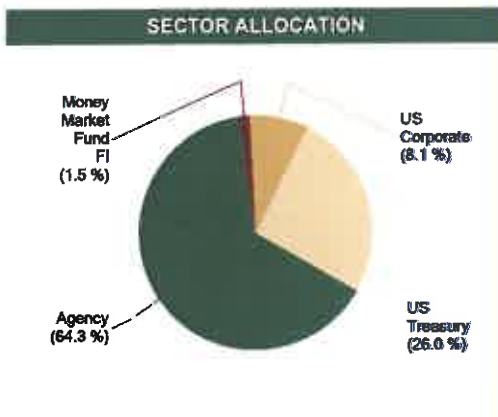
Custodian

Bank of New York Mellon Trust
Company
Kitty Kwong
+1(213)630-6279

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.



PORTFOLIO CHARACTERISTICS		ACCOUNT SUMMARY		TOP ISSUERS		
Average Duration	1.41	Beg Values as of 2/28/15	End Values as of 3/31/15	Issuer	% Portfolio	
Average Coupon	1.32 %	Market Value	20,266,988	20,309,933	Government of United States	26.0 %
Average Purchase YTM	0.74 %	Accrued Interest	71,448	57,612	Federal Home Loan Bank	17.9 %
Average Market YTM	0.50 %	Total Market Value	20,338,436	20,367,545	Federal Home Loan Mortgage Corp	16.8 %
Average S&P/Moody Rating	AA+/Aaa	Income Earned	21,590	21,875	Federal National Mortgage Assoc	16.8 %
Average Final Maturity	1.44 yrs	Cont/WVD		-1,017	Federal Farm Credit Bank	12.8 %
Average Life	1.43 yrs	Par	20,132,286	20,165,512	Federated Govt Obligation Money	1.5 %
		Book Value	20,497,322	20,532,017	Berkshire Hathaway	1.4 %
		Cost Value	20,497,322	20,532,017	Apple Inc	1.4 %
						94.8 %



PERFORMANCE REVIEW

Total Rate of Return As of 3/31/2015	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			2/29/2012	Since 2/29/2012
					3 Yrs	5 Yrs	10 Yrs		
City of National City	0.15 %	0.43 %	0.43 %	0.91 %	0.68 %	N/A	N/A	0.64 %	2.00 %
BAML 1-3 Yr US Treasury/Agency Index	0.23 %	0.52 %	0.52 %	1.01 %	0.68 %	N/A	N/A	0.65 %	2.01 %



City of National City
March 31, 2015

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation; BBB rated equivalent by a NRSRO	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity; A-1 rated equivalent by at least two NRSROs	Complies
Commercial Paper *	25% maximum; <270 days maturity; A-1 rated equivalent by at least two NRSROs	Complies
Negotiable Certificates of Deposit *	30% maximum; A rated equivalent by at least two NRSROs	Complies
Medium Term Notes *	30% maximum; A rated equivalent by at least two NRSROs	Complies
	* 10% combined total exposure to Commercial Paper, Negotiable Certificates of Deposit, and Medium Term Notes	
Money Market Mutual Funds	20% maximum; rated AAA equivalent by at least two NRSROs	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Currently not used by investment adviser	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Issuer Maximum	5% per issuer for all non-government issuers	Complies
Maximum maturity	5 years	Complies



Reconciliation Summary
As of 3/31/2015

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$20,497,322.24
Acquisition	
+ Security Purchases	\$401,468.00
+ Money Market Fund Purchases	\$36,136.57
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$437,604.57
Dispositions	
- Security Sales	\$0.00
- Money Market Fund Sales	\$401,893.00
- MMF Withdrawals	\$1,017.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$0.00
Total Dispositions	\$402,910.00
Amortization/Accretion	
+/- Net Accretion	\$0.00
	\$0.00
Gain/Loss on Dispositions	
+/- Realized Gain/Loss	\$0.00
	\$0.00
Ending Book Value	\$20,532,016.81

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$682,285.50
Acquisition	
Contributions	\$0.00
Security Sale Proceeds	\$0.00
Accrued Interest Received	\$0.00
Interest Received	\$36,131.25
Dividend Received	\$5.32
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$0.00
Total Acquisitions	\$36,136.57
Disposition	
Withdrawals	\$1,017.00
Security Purchase	\$401,468.00
Accrued Interest Paid	\$425.00
Total Dispositions	\$402,910.00
Ending Book Value	\$315,512.07



City of National City
Account #10162

Holdings Report
As of 3/31/15

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
31331KLE8	FFCB Note 1.6% Due 5/18/2015	540,000.00	05/16/2013 0.28 %	554,277.60 554,277.60	100.19 0.17 %	541,008.72 3,192.00	2.67 % (13,268.88)	Aaa / AA+ AAA	0.13 0.13
3133XWNB1	FHLB Note 2.875% Due 6/12/2015	525,000.00	10/15/2013 0.32 %	547,081.50 547,081.50	100.54 0.11 %	527,858.10 4,570.05	2.61 % (19,223.40)	Aaa / AA+ AAA	0.20 0.20
31398AU34	FNMA Note 2.375% Due 7/28/2015	470,000.00	02/24/2012 0.65 %	497,406.17 497,406.17	100.72 0.15 %	473,393.40 1,953.44	2.33 % (24,012.77)	Aaa / AA+ AAA	0.33 0.32
3133EADW5	FFCB Note 0.55% Due 8/17/2015	425,000.00	04/19/2012 0.60 %	424,260.50 424,260.50	100.14 0.18 %	425,597.55 285.69	2.09 % 1,337.05	Aaa / AA+ AAA	0.38 0.38
3137EACM9	FHLMC Note 1.75% Due 9/10/2015	535,000.00	02/24/2012 0.67 %	555,169.50 555,169.50	100.68 0.21 %	538,632.65 546.15	2.65 % (16,536.85)	Aaa / AA+ AAA	0.45 0.44
313370JB5	FHLB Note 1.75% Due 9/11/2015	565,000.00	01/11/2013 0.38 %	585,407.80 585,407.80	100.67 0.24 %	568,796.80 549.31	2.80 % (16,611.00)	Aaa / AA+ AAA	0.45 0.44
31398A4M1	FNMA Note 1.625% Due 10/26/2015	525,000.00	05/06/2013 0.32 %	541,779.00 541,779.00	100.80 0.22 %	529,197.38 3,673.18	2.62 % (12,581.62)	Aaa / AA+ AAA	0.57 0.56
31331J2S1	FFCB Note 1.5% Due 11/16/2015	375,000.00	02/27/2012 0.66 %	386,490.75 386,490.75	100.77 0.26 %	377,893.50 2,109.38	1.87 % (8,597.25)	Aaa / AA+ AAA	0.63 0.62
313371NW2	FHLB Note 1.375% Due 12/11/2015	600,000.00	11/16/2012 0.39 %	617,928.00 617,928.00	100.79 0.24 %	604,710.60 2,520.83	2.98 % (13,217.40)	Aaa / AA+ AAA	0.70 0.69
3135G0SB0	FNMA Note 0.375% Due 12/21/2015	490,000.00	11/26/2012 0.45 %	488,858.30 488,858.30	100.06 0.29 %	490,290.08 510.42	2.41 % 1,431.78	Aaa / AA+ AAA	0.73 0.72
3133ECFV1	FFCB Note 0.43% Due 1/29/2016	515,000.00	02/25/2013 0.44 %	514,902.15 514,902.15	100.11 0.29 %	515,585.04 381.39	2.53 % 682.89	Aaa / AA+ AAA	0.83 0.83
3133EAJU3	FFCB Note 1.05% Due 3/28/2016	340,000.00	03/11/2013 0.46 %	346,079.20 346,079.20	100.69 0.35 %	342,338.86 29.75	1.68 % (3,740.34)	Aaa / AA+ AAA	0.99 0.99
3135G0BA0	FNMA Note 2.375% Due 4/11/2016	375,000.00	02/24/2012 0.86 %	397,993.13 397,993.13	102.01 0.41 %	382,540.88 4,205.73	1.90 % (15,452.25)	Aaa / AA+ AAA	1.03 1.01
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	375,000.00	03/20/2012 1.14 %	395,804.63 395,804.63	102.38 0.43 %	383,933.25 3,229.17	1.90 % (11,871.38)	Aaa / AA+ AAA	1.16 1.14
3137EACW7	FHLMC Note 2% Due 8/25/2016	575,000.00	01/09/2013 0.56 %	604,762.00 604,762.00	102.13 0.47 %	587,239.45 1,150.00	2.89 % (17,522.55)	Aaa / AA+ AAA	1.41 1.38
31331V3Z7	FFCB Note 5.2% Due 9/15/2016	365,000.00	06/22/2012 0.88 %	430,134.25 430,134.25	106.71 0.56 %	389,493.69 843.56	1.92 % (40,640.56)	Aaa / AA+ AAA	1.46 1.42
3137EADS5	FHLMC Note 0.875% Due 10/14/2016	480,000.00	11/14/2013 0.64 %	483,316.80 483,316.80	100.56 0.51 %	482,689.44 1,948.33	2.38 % (627.36)	Aaa / AA+ AAA	1.54 1.52
313371PV2	FHLB Note 1.625% Due 12/9/2016	480,000.00	02/29/2012 0.97 %	494,668.80 494,668.80	101.72 0.60 %	488,235.36 2,426.67	2.41 % (6,433.44)	Aaa / AA+ AAA	1.70 1.66
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	400,000.00	09/17/2012 0.71 %	409,328.00 409,328.00	101.15 0.62 %	404,585.60 847.22	1.99 % (4,742.40)	Aaa / AA+ AAA	1.84 1.81
3137EADC0	FHLMC Note 1% Due 3/8/2017	535,000.00	08/20/2012 0.86 %	538,386.55 538,386.55	100.71 0.63 %	538,795.82 341.81	2.65 % 409.27	Aaa / AA+ AAA	1.94 1.92



City of National City
Account #10162

Holdings Report
As of 3/31/15

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
313379DD8	FHLB Note 1% Due 6/21/2017	565,000.00	03/14/2014 0.91 %	566,553.75 566,553.75	100.65 0.70 %	568,667.98 1,569.44	2.80 % 2,114.23	Aaa / AA+ AAA	2.23 2.19
3135G0MZ3	FNMA Note 0.875% Due 8/28/2017	545,000.00	08/15/2013 1.32 %	535,429.80 535,429.80	100.12 0.82 %	545,680.70 437.14	2.68 % 10,250.90	Aaa / AA+ AAA	2.41 2.38
3137EADN6	FHLMC Note 0.75% Due 1/12/2018	490,000.00	07/28/2014 1.30 %	480,954.59 480,954.59	99.82 0.81 %	489,132.70 808.46	2.41 % 8,178.11	Aaa / AA+ AAA	2.79 2.74
3135G0TG8	FNMA Note 0.875% Due 2/8/2018	590,000.00	12/11/2013 1.31 %	579,757.60 579,757.60	99.93 0.90 %	589,615.91 760.03	2.90 % 9,858.31	Aaa / AA+ AAA	2.86 2.81
3137EADP1	FHLMC Note 0.875% Due 3/7/2018	400,000.00	02/26/2015 1.08 %	397,552.00 397,552.00	99.84 0.93 %	399,357.20 233.33	1.96 % 1,805.20	Aaa / AA+ AAA	2.94 2.89
313378A43	FHLB Note 1.375% Due 3/9/2018	470,000.00	09/17/2013 1.65 %	464,472.80 464,472.80	101.22 0.95 %	475,754.68 394.93	2.34 % 11,281.88	Aaa / AA+ AAA	2.94 2.87
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	400,000.00	03/30/2015 1.00 %	401,468.00 401,468.00	100.50 0.96 %	401,998.80 425.00	1.98 % 530.80	Aaa / AA+ AAA	3.07 3.01
Total Agency		12,950,000.00	0.76 %	13,240,223.17	0.48 %	13,063,024.14 39,940.41	64.33 % (177,199.03)	Aaa / AA+ Aaa	1.39 1.36
MONEY MARKET FUND FI									
60934N807	Federated Govt Oblig Fund Inst.	315,512.07	Various 0.01 %	315,512.07 315,512.07	1.00 0.01 %	315,512.07 0.00	1.55 % 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		315,512.07	0.01 %	315,512.07	0.01 %	315,512.07 0.00	1.55 % 0.00	Aaa / AAA Aaa	0.00 0.00
US CORPORATE									
037833AH3	Apple Inc Note 0.45% Due 5/3/2016	290,000.00	06/17/2014 0.56 %	289,428.70 289,428.70	100.02 0.43 %	290,064.96 536.50	1.43 % 636.26	Aa1 / AA+ NR	1.09 1.08
084670BD9	Berkshire Hathaway Note 1.9% Due 1/31/2017	285,000.00	06/17/2014 1.02 %	291,429.80 291,429.80	101.99 0.81 %	290,658.11 917.54	1.43 % (771.49)	Aa2 / AA A+	1.84 1.80
91159HHD5	US Bancorp Callable Note Cont 4/15/2017 1.65% Due 5/15/2017	250,000.00	05/19/2014 1.07 %	254,227.50 254,227.50	101.37 0.97 %	253,430.50 1,558.33	1.25 % (797.00)	A1 / A+ AA-	2.13 1.99
38962G6K5	General Electric Capital Corp Note 1.6% Due 11/20/2017	270,000.00	11/24/2014 1.32 %	272,208.60 272,208.60	100.95 1.23 %	272,575.26 1,572.00	1.35 % 366.66	A1 / AA+ NR	2.64 2.56
166764AA8	Chevron Corp. Callable Note Cont 11/5/17 1.104% Due 12/5/2017	260,000.00	05/19/2014 1.14 %	259,703.60 259,703.60	100.09 1.07 %	260,230.10 924.91	1.28 % 526.50	Aa1 / AA NR	2.68 2.55
94974BFG0	Wells Fargo Corp Note 1.5% Due 1/16/2018	270,000.00	11/24/2014 1.58 %	269,365.50 269,365.50	100.48 1.32 %	271,291.95 843.75	1.34 % 1,926.45	A2 / A+ AA-	2.80 2.72
Total US Corporate		1,625,000.00	1.11 %	1,636,363.50	0.96 %	1,638,250.88 6,353.03	8.07 % 1,887.38	Aa3 / AA AA-	2.18 2.10



Holdings Report
As of 3/31/15

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Ritch	Maturity Duration
US TREASURY									
912828MZ0	US Treasury Note 2.5% Due 4/30/2015	420,000.00	02/24/2012 0.49 %	446,812.34 446,612.34	100.19 0.23 %	420,787.50 4,408.84	2.09 % (25,824.84)	Aaa / AA+ AAA	0.08 0.08
912828TD2	US Treasury Note 0.25% Due 7/15/2015	535,000.00	10/15/2013 0.31 %	534,416.64 534,416.64	100.05 0.09 %	535,250.92 280.80	2.63 % 834.28	Aaa / AA+ AAA	0.29 0.29
912828TK6	US Treasury Note 0.25% Due 8/15/2015	520,000.00	04/29/2013 0.25 %	520,022.05 520,022.05	100.05 0.13 %	520,243.88 161.60	2.56 % 221.83	Aaa / AA+ AAA	0.38 0.38
912828PE4	US Treasury Note 1.25% Due 10/31/2015	435,000.00	02/24/2012 0.59 %	445,434.66 445,434.66	100.62 0.19 %	437,684.82 2,283.15	2.16 % (7,749.84)	Aaa / AA+ AAA	0.59 0.58
912828UM0	US Treasury Note 0.375% Due 2/15/2016	500,000.00	11/14/2013 0.36 %	500,216.52 500,216.52	100.10 0.26 %	500,508.00 233.08	2.46 % 291.48	Aaa / AA+ AAA	0.88 0.88
912828QA1	US Treasury Note 2.25% Due 3/31/2016	500,000.00	12/14/2012 0.38 %	530,431.36 530,431.36	101.94 0.31 %	509,687.50 30.74	2.50 % (20,743.86)	Aaa / AA+ AAA	1.00 0.99
912828RF9	US Treasury Note 1% Due 8/31/2016	570,000.00	10/12/2012 0.48 %	581,357.38 581,357.38	100.83 0.41 %	574,720.17 495.65	2.82 % (6,637.21)	Aaa / AA+ AAA	1.42 1.41
912828SY7	US Treasury Note 0.625% Due 5/31/2017	500,000.00	03/14/2014 0.86 %	496,290.74 496,290.74	100.01 0.62 %	500,039.00 1,047.39	2.46 % 3,748.26	Aaa / AA+ AAA	2.17 2.15
912828UU2	US Treasury Note 0.75% Due 3/31/2018	520,000.00	09/03/2014 1.27 %	510,637.68 510,637.68	99.55 0.90 %	517,684.44 10.66	2.54 % 7,046.76	Aaa / AA+ AAA	3.00 2.96
912828UZ1	US Treasury Note 0.625% Due 4/30/2018	375,000.00	01/28/2015 0.91 %	371,544.23 371,544.23	99.09 0.92 %	371,601.75 984.12	1.83 % 57.52	Aaa / AA+ AAA	3.08 3.04
912828VK3	US Treasury Note 1.375% Due 6/30/2018	400,000.00	02/26/2015 1.15 %	402,954.47 402,954.47	101.23 0.99 %	404,937.60 1,382.60	1.99 % 1,983.13	Aaa / AA+ AAA	3.25 3.17
Total US Treasury		5,275,000.00	0.62 %	5,339,918.07 5,339,918.07	0.44 %	5,293,145.58 11,318.63	26.04 % (46,772.49)	Aaa / AA+ Aaa	1.42 1.40
TOTAL PORTFOLIO		20,165,512.07	0.74 %	20,532,016.81 20,532,016.81	0.50 %	20,309,932.67 57,612.07	100.00 % (222,084.14)	Aaa / AA+ Aaa	1.44 1.41
TOTAL MARKET VALUE PLUS ACCRUED						20,367,544.74			



County of San Diego Treasurer Investment Report

***MONTH ENDING
March 31, 2015***

COUNTY OF SAN DIEGO TREASURER - TAX COLLECTOR

Leading the way

Participant Cash Balances

San Diego Pooled Money Fund
as of March 31, 2015
(\$000)

PARTICIPANT	FMV 01/31/15	FMV 02/28/15	FMV 03/31/15	% of Total	PARTICIPANT	FMV 01/31/15	FMV 02/28/15	FMV 03/31/15	% of Total
COUNTY	\$ 836,530	\$ 930,189	\$ 1,272,130	17.62%	Metropolitan Transit System	3,670	3,218	5,763	
COUNTY - SPECIAL TRUST FUNDS	1,890,762	1,814,392	1,776,655	24.61%	Majestic Pines CSD	0	0	0	
NON-COUNTY INVESTMENT FUNDS	196,809	192,125	191,053	2.65%	Mission Resource Conservation District	430	429	433	
SCHOOLS - (K THRU 12)	2,992,736	2,801,730	2,751,551	38.12%	North County Cemetery District	1,265	1,288	1,316	
					North County Cemetery Perpetual	1,352	1,360	1,382	
					North County Cemetery	1,399	1,356	1,260	
COMMUNITY COLLEGES					North County Dispatch	3,161	3,729	3,618	
San Diego	325,335	289,003	277,981	3.85%	North County Fire	2,234	2,226	1,791	
Grossmont	120,182	111,719	110,219	1.53%	Otay Water District Investment	13,227	11,201	11,290	
Mira Costa	29,715	36,676	29,919	0.41%	Palomar Resource Conservation District	0	0	0	
Palomar	115,271	107,748	105,182	1.46%	Pine Valley FPD	565	568	558	
Southwestern	119,626	110,281	109,618	1.52%	Pomerado Cem Perpetual	0	0	0	
Total Community Colleges	710,129	655,427	632,918	8.77%	Pomerado Cemetery District	1,708	1,693	1,679	
					Ramona Cemetery District	602	581	569	
SDCERA	7,221	3,871	3,897		Ramona Cemetery Perpetual	359	358	361	
SANCAL	14,178	12,881	11,596		Rancho Santa Fe FPD	13,179	12,675	12,276	
MTDB	707	3,897	710		Rincon del Diablo Municipal Water District	2,991	2,981	3,005	
SANDAG	154,774	144,619	98,242		San Diego Housing Commission	9,989	9,957	10,037	
					San Diego Rural Fire	669	38	82	
CITIES					San Dieguito River	-13	-43	51	
Chula Vista	39,258	39,132	39,445		San Marcos FPD	1	1	1	
Del Mar	3,028	3,019	3,043		San Miguel FPD	9,882	10,063	7,854	
Encinitas	2	2	2		San Ysidro Sanitation	13	13	13	
Lemon Grove	7,074	7,051	7,108		Santa Fe Irrigation District	4,918	4,802	4,941	
National City	5,024	5,008	5,048		SDC Regional Airport Authority	296,706	285,148	287,432	
					So County OPS Center	0	0	0	
INDEPENDENT AGENCIES					Spring Valley/Casa de Oro	0	0	0	
Alpine FPD	1,538	1,505	1,291		Upper San Luis Rey Reservoir	24	24	24	
Bonita Sunnyside FPD	5,108	5,158	4,882		Vallecitos Water District	5,077	5,061	5,101	
Borrego Springs FPD	1,220	1,256	1,231		Valley Center FPD	4,034	3,771	3,819	
Deer Springs FPD	9,224	8,570	8,863		Valley Cntr Cemetery	41	41	42	
Fallbrook Public UTL	14	14	14		Valley Ctr Cem Perpetual	236	236	239	
Grossmont Healthcare District	997	994	1,002		Valley Ctr Water District	18,155	17,882	17,493	
Public Agency Self Insurance System	3,825	3,813	3,744		Vista FPD	2,153	2,146	2,164	
Julian-Cuyamaca FPD	140	151	164		Total Independent Agencies	671,772	643,179	594,209	8.23%
Lake Cuyamaca Rec & Park	478	404	401						
Lakeside Fire	8,075	7,187	7,112		Pooled Money Fund Total	\$7,298,739	\$7,037,042	\$7,218,515	100.00%
Leucadia Water District	11,354	11,317	11,408						
Lower Sweetwater FPD	507	429	413						

ORGL0046 COSD General Ledger Activity Report
 Run Date:04/06/15 12:30:56
 Page: 1 of 2

Report Parameters :
 Currency : USD
 Fund Low : 44077
 Fund High : 44077
 Org Low :
 Org High :
 Dept :
 Account Low :
 Account High :
 Period : MAR-15
 Balance Type : Actual

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ORGL0046
 Report

COSD General Ledger Activity
 Run Date 04/06/15 12:30:56
 Period MAR-15
 Page: 2 of 2

Org	SOURCE	CATEGORY	NAME	DEBITS
DESCRIPTION	LINE ITEM	SOURCE ITEM	GL DATE	
CREDITS				

FUND : 44077	NATIONAL CITY INVESTMENT FUND			
ACCOUNT : 10100	CASH IN TREASURY			
	Beginning Balance :			5,050,206.38

	Total :			

0.00				0.00

1503 COSD_General_Ledger_Activity_R_050215 txt fund 44077.txt
Ending Balance :

5,050,206.38

ACCOUNT : 34100 FUND BALANCE AVAILABLE - ACTUAL BASIS
Beginning Balance :
5,040,502.49

Total :

0.00

0.00

Ending Balance :

5,040,502.49

ACCOUNT : 80468 INTEREST RECEIPTS
Beginning Balance :
9,703.89

Total :

0.00

0.00

Ending Balance :

9,703.89

Grand Total :

0.00

0.00

***End Of

Report***

The following page(s) contain the backup material for Agenda Item: Presentation requesting Board of Commissioners discussion and direction on the potential disposition and development of real estate assets owned by the Community Development Commission Housing Authority. (Housing, Grants, & Asset Management)

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: May 19, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

Presentation requesting Board of Commissioners discussion and direction on the potential disposition and development of real estate assets owned by the Community Development Commission - Housing Authority. (Housing, Grants, & Asset Management)

PREPARED BY: Jocker Alejandro, Property Agent

DEPARTMENT: Housing, Grants, & Asset Management

PHONE: 619-336-4266

APPROVED BY: 

EXPLANATION:

The Housing Authority owns several parcels (Attachment No. 1) that can be developed in the near future. These properties are restricted to include affordable housing units. The presentation will outline the potential avenues the CDC- Housing Authority can take to develop its properties.

A list of all City, Successor Agency, Parking Authority, and Joint Powers Financing Authority assets is included for reference as requested at the May 5th City Council meeting.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Provide direction on the disposition and development of real estate parcels owned by the CDC- Housing Authority.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS: 1. Housing Authority List
2. Comprehensive List

Housing Authority Parcels

Address	Street	APN	Sq. Ft.	Zoning	Authority	Site Name
249	Highland Ave	551-470-15-00	53,579	MXC-1	Housing Authority	Purple Cow
307	Highland Ave	551-470-17-00	12,196	MXC-1	Housing Authority	Purple Cow
311	Highland Ave	551-470-18-00	6,098	MXC-1	Housing Authority	Purple Cow
315	Highland Ave	551-470-19-00	5,662	MXC-1	Housing Authority	Purple Cow
217-229	Highland Ave	551-470-43-00	15,246	MXC-1	Housing Authority	Purple Cow
No Site Address	Highland Ave	551-470-48-00	9,656	MXC-1	Housing Authority	Purple Cow
No Site Address	No Site Address	560-410-04-00	94,090	RM-3	Housing Authority	Kimball/Morgan Towers
No Site Address	No Site Address	560-410-05-00	139,828	RM-3	Housing Authority	Kimball/Morgan Towers
1221	D Ave	560-410-06-00	75,359	RM-3	Housing Authority	Kimball/Morgan Towers
1028	A Ave	556-553-08-00	3,911	5A	Housing Authority	Avenue A Housing
405	W. 18th St	559-085-08-00	8,712	MCR-1	Housing Authority	Westside Housing Site N.
No Site Address	No Site Address	559-124-06-00	57,499	MCR-2	Housing Authority	WI-TOD
No Site Address	No Site Address	559-124-07-00	48,351	MCR-2	Housing Authority	WI-TOD
No Site Address	No Site Address	559-124-08-00	62,290	MCR-2	Housing Authority	WI-TOD
No Site Address	No Site Address	560-391-05-00	10,890	MCR-2	Housing Authority	WI-TOD
No Site Address	No Site Address	560-206-06-00	11,600	MCR-2	Housing Authority	WI-TOD
No Site Address	No Site Address	560-206-07-00	67,518	MCR-2	Housing Authority	WI-TOD
No Site Address	No Site Address	560-206-08-00		MCR-2	Housing Authority	WI-TOD
No Site Address	No Site Address	560-391-11-00	86,684	MCR-2	Housing Authority	WI-TOD
No Site Address	No Site Address	560-391-12-00	98,010	MCR-2	Housing Authority	WI-TOD

Comprehensive List

Address	Street	APN	Sq. Ft.	Zoning	Authority	Site Name	Sub-Total	Total
249	Highland Ave	551-470-15-00	53,579	MXC-1	Housing Authority	Purple Cow	1	1
307	Highland Ave	551-470-17-00	12,196	MXC-1	Housing Authority	Purple Cow	2	2
311	Highland Ave	551-470-18-00	6,098	MXC-1	Housing Authority	Purple Cow	3	3
315	Highland Ave	551-470-19-00	5,662	MXC-1	Housing Authority	Purple Cow	4	4
217-229	Highland Ave	551-470-43-00	15,246	MXC-1	Housing Authority	Purple Cow	5	5
No Site Address	Highland Ave	551-470-48-00	9,656	MXC-1	Housing Authority	Purple Cow	6	6
No Site Address	No Site Address	560-410-04-00	94,090	RM-3	Housing Authority	Kimball/Morgan Towers	7	7
No Site Address	No Site Address	560-410-05-00	139,828	RM-3	Housing Authority	Kimball/Morgan Towers	8	8
1221	D Ave	560-410-06-00	75,359	RM-3	Housing Authority	Kimball/Morgan Towers	9	9
1028	A Ave	556-553-08-00	3,911	5A	Housing Authority	Avenue A Housing	10	10
405	W. 18th St	559-085-08-00	8,712	MCR-1	Housing Authority	Westside Housing Site N.	11	11
No Site Address	No Site Address	559-124-06-00	57,499	MCR-2	Housing Authority	WI-TOD	12	12
No Site Address	No Site Address	559-124-07-00	48,351	MCR-2	Housing Authority	WI-TOD	13	13
No Site Address	No Site Address	559-124-08-00	62,290	MCR-2	Housing Authority	WI-TOD	14	14
No Site Address	No Site Address	560-391-05-00	10,890	MCR-2	Housing Authority	WI-TOD	15	15
No Site Address	No Site Address	560-206-06-00	11,600	MCR-2	Housing Authority	WI-TOD	16	16
No Site Address	No Site Address	560-206-07-00	67,518	MCR-2	Housing Authority	WI-TOD	17	17
No Site Address	No Site Address	560-206-08-00		MCR-2	Housing Authority	WI-TOD	18	18
No Site Address	No Site Address	560-391-11-00	86,684	MCR-2	Housing Authority	WI-TOD	19	19
No Site Address	No Site Address	560-391-12-00	98,010	MCR-2	Housing Authority	WI-TOD	20	20
1231	McKinley Ave	559-022-05-00	2,613	MM-CZ	Successor Agency	McKinley	1	21
1237	McKinley Ave	559-022-07-00	3,049	MM-CZ	Successor Agency	Public Works Development Yard	2	22
1239	McKinley Ave	559-022-08-00	3,049	MM-CZ	Successor Agency	Public Works Development Yard	3	23
No Site Address	No Site Address	559-117-04-00	3,049	MM-CZ	Successor Agency	Olson	4	24
2300	Cleveland Ave	559-117-05-00	14,374	MM-CZ	Successor Agency	Olson	5	25
830	23rd St	559-117-06-00	8,394	MM-CZ	Successor Agency	Olson	6	26
835	W. 24th St	559-117-07-00	20,037	MM-CZ	Successor Agency	Olson	7	27
801	Bay Marina Dr	559-117-12-00	28,750	MM-CZ	Successor Agency	Olson	8	28
No Site Address	Cleveland Ave	559-160-23-00	5,924	CT-PD-CZ	Successor Agency	Marina Gateway Hotel	9	29
No Site Address	Cleveland Ave	559-160-25-00	23,087	CT-PD-CZ	Successor Agency	Marina Gateway Hotel	10	30
No Site Address	Cleveland Ave	559-160-27-00	23,522	CT-PD-CZ	Successor Agency	Marina Gateway Hotel	11	31
No Site Address	Cleveland Ave	559-160-29-00	3,974	CT-PD-CZ	Successor Agency	Marina Gateway Hotel	12	32
No Site Address	Bay Marina Dr	559-117-19-00	2,839	CT-PD-CZ	Successor Agency	Marina Gateway Hotel	13	33
No Site Address	Cleveland Ave	559-117-21-00	1,709	CT-PD-CZ	Successor Agency	Marina Gateway Hotel	14	34
No Site Address	F Ave	560-232-02-00	20,473	OS	Successor Agency	Stein Farm	15	35
No Site Address	E Ave	560-232-04-00	28,750	OS	Successor Agency	Stein Farm	16	36
1845	E Ave	560-232-05-00	7,840	RM-3	Successor Agency	Stein Farm	17	37
1808	F Ave	560-232-06-00	15,681	OS	Successor Agency	Stein Farm	18	38
No Site Address	Sheryl Ln	557-430-37-00	154	MXD-2	Successor Agency	Sheryl Lane remnant	19	39

921	National City Blvd	556-471-03-00	8,712	5B	Successor Agency	Former Ed. Center	20	40
929	National City Blvd	556-471-04-00	3,049	5B	Successor Agency	Steamed Bean	21	41
921-923	A Ave	556-472-16-00	8,712	11	Successor Agency	Kimball House	22	42
130	E. 8th St	556-472-26-00	28,750	9 & 10	Successor Agency	H&M Goodies	23	43
500	Plaza Blvd	556-560-39-00	16,990	MXD-2	Successor Agency	Lamb's Theatre	24	44
900	W. 23rd St	559-040-43-01	49,223	CT-PD-CZ	Successor Agency	Santa Fe Depot	25	45
720	W. 20th St	559-118-02-00	55,321	MM-CZ	Successor Agency	ACE Metals Site	26	46
No Site Address	National City Blvd	562-321-08-00	58,370	CA-PD-CZ	Successor Agency	RCP	27	47
45	E. 12th St #401	556-554-22-43	901	5B	Successor Agency	Centro Unit	28	48
No Site Address	No Site Address	560-050-13-00	2,400	MXD-2	Successor Agency	Kimball Way	29	49
No Site Address	No Site Address	560-410-02-00	17,949	MXD-2	Successor Agency	Kimball Way Creek	30	50
No Site Address	No Site Address	560-410-08-00	1,746	RM-2	Successor Agency	Kimball Way Creek	31	51
1640	E. Plaza Blvd	557-410-20-00	46,609	MXD-2	Successor Agency	Day's Inn	32	52
38	W. 11th St	555-114-01	4,791	6	Successor Agency	Roosevelt lot	33	53
No Site Address	No Site Address	555-114-04	2,613	6	Successor Agency	Roosevelt parking lot	34	54
No Site Address	No Site Address	552-362-24-00	2,410	OS	City of National City	Beta Street Walkway	1	55
No Site Address	No Site Address	552-390-40-00	10,651	OS	City of National City	Community garden & Walkway	2	56
No Site Address	No Site Address	552-403-11-00	2,738	OS	City of National City	Division Street Walkway	3	57
1731	Division St	552-403-14-00	6,400	RS-2	City of National City	Corner of Division & R	4	58
1615	E. 4th St	554-050-11-00	41,818	MXC-1	City of National City	Granger Hall	5	59
No Site Address	No Site Address	554-050-15-00	449,539	OS	City of National City	El Toyon Rec. Center	6	60
No Site Address	No Site Address	554-050-18-00	3,484,800	OS	City of National City	El Toyon Walkway	7	61
No Site Address	No Site Address	554-102-12-00	8,276	RS-2	City of National City	Harbison R/W	8	62
No Site Address	No Site Address	554-220-46-00	487,872	OS	City of National City	El Toyon Park	9	63
No Site Address	No Site Address	554-220-47-00	71,003	OS	City of National City	El Toyon Parking Lot	10	64
No Site Address	No Site Address	555-011-07-00	3,484	M	City of National City	Parcel within Naval Base	11	65
No Site Address	No Site Address	556-011-04-00	538	RS-2	City of National City	1st Street Sliver	12	66
No Site Address	No Site Address	556-062-25-00	508	RS-2	City of National City	1st Street Island median	13	67
No Site Address	7th Street	557-101-31-00	1,500	RS-2	City of National City	End of 7th St	14	68
No Site Address	No Site Address	557-380-57-00	6,098	RS-2	City of National City	Orange St Sidewalk	15	69
No Site Address	12th St	557-380-69-00	5,157	MXD-2	City of National City	Corner of Plaza & 12th St	16	70
No Site Address	No Site Address	557-440-25-00	8,276	OS	City of National City	Q Ave Apartment Amenities	17	71
No Site Address	No Site Address	558-030-22-00	3,049	MXD-1	City of National City	Save A Lot Parking Lot	18	72
No Site Address	No Site Address	558-030-90-00	15,355	OS	City of National City	Olive and Plaza Blvd	19	73
2505	E. 13th	558-091-10-00	9,583	RS-2	City of National City	End of West 13th St	20	74
No Site Address	No Site Address	558-091-13-00	6,534	RS-2	City of National City	End of East 13th St Sliver	21	75
No Site Address	No Site Address	558-091-07-00	18,295	MXD-2	City of National City	Plaza Blvd Channel	22	76
No Site Address	No Site Address	557-310-19-00	156	MXD-2	City of National City	Plaza Blvd Channel	23	77
No Site Address	No Site Address	558-091-18-00	5,227	MXD-2	City of National City	Plaza Blvd Channel	24	78
No Site Address	No Site Address	558-091-19-00	6,534	MXD-2	City of National City	Plaza Blvd Channel	25	79
No Site Address	No Site Address	558-091-22-00	1,306	RS-2	City of National City	Plaza Blvd Channel	26	80

No Site Address	No Site Address	558-091-24-00	435	RS-2	City of National City	Plaza Blvd Channel	27	81
No Site Address	Plaza Blvd	558-091-26-00	4,290	MXD-2	City of National City	Plaza Blvd Channel	28	82
1625	Orange St	558-180-01-00	8,276	RS-2	City of National City	Euclid Bus Stop	29	83
No Site Address	No Site Address	558-190-23-00	4,603	MXC-1	City of National City	Euclid & 18th R/W	30	84
No Site Address	No Site Address	558-190-25-00	2,591	MXC-1	City of National City	Euclid & 18th R/W	31	85
2333	Euclid Ave	558-281-24-00	14,577	I	City of National City	Fire Station 31	32	86
No Site Address	No Site Address	558-330-11-00	9,583	RS-2	City of National City	Rachael Lot	33	87
No Site Address	No Site Address	559-040-34-00	21,782	MM-CZ	City of National City	Tidelands & 19th Sliver	34	88
1408	Harding Ave	559-062-09-00	5,662	MCR-2	City of National City	Casa de Salud	35	89
1726	Wilson Ave	559-086-03-00	5,662	CL	City of National City	PW Building	36	90
1726	Wilson Ave	559-086-05-00	30,492	CL	City of National City	PW Building	37	91
1726	Wilson Ave	559-086-12-00	1,180	CL	City of National City	PW Building	38	92
1726	Wilson Ave	559-086-13-00	14,597	CL	City of National City	PW Building	39	93
No Site Address	No Site Address	559-104-10-00	19,566	OSR	City of National City	19th & Harding	40	94
No Site Address	No Site Address	559-117-16-00	4,185	CT-PD-CZ	City of National City	Bay Marina Dr R/W	41	95
No Site Address	No Site Address	559-125-15-00	23,958	MCR-2	City of National City	Harding & 22nd	42	96
No Site Address	No Site Address	559-142-06-00	1,571	MCR-2	City of National City	Wilson & 22nd	43	97
No Site Address	No Site Address	560-091-01-00	38,768	DSP-14	City of National City	16th & C	44	98
343	E. 16th St	560-092-08-00	60,984	DSP-16	City of National City	Fire Station 34	45	99
No Site Address		560-100-03-00	1,178,734	DSP-15	City of National City	Kimball Park	46	100
1401	National City Blvd	560-100-04-00	88,427	DSP-13	City of National City	National City Library	47	101
No Site Address	No Site Address	560-202-07-00	15,681	CL	City of National City	Paradise Creek Ed. Park	48	102
No Site Address	No Site Address	560-202-08-00	2,613	CL	City of National City	Hoover & 18th	49	103
No Site Address	No Site Address	560-210-44-00	1,742	CS	City of National City	A Ave Sliver	50	104
No Site Address	No Site Address	560-222-34-00	2,613	RS-3	City of National City	C & 20th	51	105
2101	Hoover	560-395-10-00	8,276	CL	City of National City	2101 Hoover	52	106
No Site Address	No Site Address	560-410-09-00	1,596	RM-2	City of National City	Kimball way	53	107
No Site Address	No Site Address	561-360-35-00	1,728,896	OS	City of National City	Las Palmas Park	54	108
No Site Address	No Site Address	562-022-16-00	5,637	MCR-1	City of National City	A Ave Alleyway	55	109
421	W. 30th St	562-220-41-00	3,000	IL	City of National City	End of 30th St	56	110
2422	M Ave	563-030-47-00	450	RS-2	City of National City	M Ave Remnant	57	111
No Site Address	No Site Address	563-150-22-00	145,490	OS	City of National City	Golf Course Parking Lot	58	112
No Site Address	N Ave	563-150-31-00	1,089,000	OS	City of National City	National City Golf Course	59	113
No Site Address	No Site Address	564-290-06-00	102,366	OS	City of National City	Sweetwater Heights Park	60	114
3402	Valley Rd	564-290-71-00	32,234	RS-2	City of National City	Plaza Bonita Center Way	61	115
No Site Address	Valley Rd	564-290-74-00	51,401	RS-2	City of National City	Plaza Bonita Center Way	62	116
No Site Address	Valley Rd	564-290-75-00	8,550	RS-2	City of National City	Plaza Bonita Center Way	63	117
3404	Valley Rd	564-310-03-00	94,961	RS-2	City of National City	Plaza Bonita Center Way	64	118
No Site Address	Valley Rd	591-370-22-00	11,772	RS-3	City of National City	Valley Rd	65	119
No Site Address	No Site Address	551-611-12-00	10,890	RS-2	City of National City	Delta Street Alleyway	66	120
No Site Address	Plaza Bonita Rd	564-471-11-00	656,885	MXD-2	Parking Authority	Plaza Bonita Lot	1	121

No Site Address	No Site Address	570-040-46-00	5,227	MXD-2	Parking Authority	Plaza Bonita Rd	2	122
1200	National City Blvd	560-013-02	3,484	i	Joint Powers Financing Authority	Police Department	1	123
1200	National City Blvd	560-013-03	3,484	i	Joint Powers Financing Authority	Police Department	2	124
1200	National City Blvd	560-013-04	3,484	i	Joint Powers Financing Authority	Police Department	3	125
1200	National City Blvd	560-013-05	3,484	i	Joint Powers Financing Authority	Police Department	4	126
1200	National City Blvd	560-013-06	12,632	i	Joint Powers Financing Authority	Police Department	5	127
1200	National City Blvd	560-013-07	18,730	i	Joint Powers Financing Authority	Police Department	6	128
1200	National City Blvd	560-013-08	12,196	i	Joint Powers Financing Authority	Police Department	7	129
1200	National City Blvd	560-013-09	5,441	i	Joint Powers Financing Authority	Police Department	8	130

The following page(s) contain the backup material for Agenda Item: Update on Community Service Day held on April 25, 2015. (Community Services)

ITEM #
5-19-15

**UPDATE ON COMMUNITY SERVICE DAY HELD
ON APRIL 25, 2015
(COMMUNITY SERVICES)**

The following page(s) contain the backup material for Agenda Item: Recap of the Green Street Tour. (Community Services)

ITEM #
5-19-15

RECAP OF THE GREEN STREET TOUR
(COMMUNITY SERVICES)