

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, APRIL 19, 2016 – 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

1. [Proclaiming the month of April, 2016 as: "Fair Housing Month"](#)
2. [Al Alvarado Day](#)

AWARDS AND RECOGNITIONS

PRESENTATIONS

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. [Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 5, 2016. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City to waive the bid process as allowed in Section 12 of the Purchasing Ordinance and in section 2.260.220 of the National City Municipal Code and authorize the Police Department to purchase \(18\) Motorola Handheld Police Radios for an amount not to exceed \\$99,868.43; and authorize the City \(Buyer\) to purchase from the lowest bidder \(8\) Panasonic Toughbook Computers for an amount not to exceed \\$38,978.33, and \(38\) Active Shooter Plates with Carriers for an amount not to exceed \\$41,165.68 using funds previously approved via Council Resolution 2016-23 and remaining funds from prior Supplemental Law Enforcement Services Fund \(SLESF\) approved funds. \(Police\)](#)

6. [Resolution of the City Council of the City of National City accepting the name change of Pun & McGeady, LLP to The Pun Group, LLP, and authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and The Pun Group, LLP, to extend the term of the Agreement for one year, ending June 30, 2017, for the do not exceed amount of \\$63,000, for a total do not exceed amount of \\$243,000, to provide auditing services for fiscal year ending June 30, 2016. \(Finance\)](#)
7. [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 3108 E. Division Street \(TSC\) 2016-01. \(Engineering and Public Works\)](#)
8. [Resolution of the City Council of the City of National City authorizing the installation of 140 feet of additional 3-minute passenger loading for student drop-off/pick-up adjacent to Granger Jr High School at 2101 Granger Avenue. \(TSC No. 2016-02\) \(Engineering/Public Works\)](#)
9. [Warrant Register #37 for the period of 03/09/16 through 03/15/16 in the amount of \\$2,592,771.47. \(Finance\)](#)
10. [Warrant Register #38 for the period of 03/16/16 through 03/22/16 in the amount of \\$355,000.39. \(Finance\)](#)

PUBLIC HEARINGS

11. [Public Hearing to consider the adoption of the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Blvd. Widening \(NC01\), Street Resurfacing \(NC03\), Traffic Signal Install/Upgrades \(NC04\) and Citywide Safe Routes to School \(NC15\). \(Engineering/Public Works\)](#)
12. [Public Hearing of the City Council of the City of National City to consider amending the previously adopted Transportation Development Impact Fee \(TDIF\) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, proposing to increase the TDIF by 2%, as required by SANDAG, resulting in the fee adjusting from \\$2,310 per new residential dwelling unit to \\$2,357 per unit beginning July 1, 2016. \(Engineering and Public Works\)](#)

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

13. [An ordinance of the City Council of the City of National City Amending Chapter 10.53 of the National City Municipal Code pertaining to Regulations for Use of Skateboard Parks. \(City Attorney\)](#)

NON CONSENT RESOLUTIONS

14. [Resolution of the City Council of the City of National City adopting the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Blvd Widening \(NC01\), Street Resurfacing \(NC03\), Traffic Signal Install/Upgrades \(NC04\) and Citywide Safe Routes to School \(NC15\); and authorizing receipt of corresponding TransNet Proposition A Funds. \(Engineering/Public Works\)](#)
15. [A Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee \(TDIF\) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code section 66017, approving an increase in the TDIF by 2%, as required by SANDAG, resulting in the fee adjusting from \\$2,310 per new residential dwelling unit to \\$2,357 per unit beginning July 1, 2016. \(Engineering and Public Works\)](#)

NEW BUSINESS

16. [Temporary Use Permit - Saint Anthony Church Festival at 1816 Harding Avenue from June 11, 2016 to June 12, 2016 with no waivers of fees. \(Neighborhood Services\)](#)
17. [Temporary Use Permit - 58th Maytime Band Review & Festival sponsored by the Maytime Band Association on October 15, 2016 from 10 a.m. to 4 p.m. with no waiver of fees. \(Neighborhood Services\)](#)
18. [Based on direction received on September 1, 2015 City Council meeting, seeking further direction and approval from City Council to establish an annual volunteer recognition event and a formal volunteer recognition program. \(Community Services\)](#)
19. [Request for City Council direction regarding the affirmative termination by amortization of non-conforming uses in the Westside Specific Plan area. \(Planning\)](#)
20. [Request for consideration to change the starting times of City of National City Fiscal Year 2017 budget workshops scheduled for Tuesday, April 26, 2016 and Tuesday, May 24, 2016 to 5:00 pm. \(Finance\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

21. [Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \\$75,800 to be and remain a lien prior and superior to a home purchase assistance loan on a single-unit property located at 3117 East 16th Street in National City. \(Housing, Grants, & Asset Management\)](#)

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

22. [Update on Community Service Day projects for April 30, 2016. \(Community Services\)](#)
23. [Update on Marina District Planning Area and Balanced Plan. \(Planning\)](#)
24. [Update on Negotiations with Southwestern College to Operate the National City Aquatic Center. \(Community Services\)](#)
25. [Update on Skate Park Opening. \(Engineering\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Adjourned City Council and Community Development Commission -
Housing Authority of the City of National City Budget Workshop Meeting -
Tuesday - April 26, 2016 - 6:00 p.m. - Council Chambers - National City,
California

Regular Meeting of the City Council and Community Development
Commission - Housing Authority of the City of National City - Tuesday -
May 3, 2016 - 6:00 p.m. - Council Chambers - National City, California.

BUDGET SCHEDULE - FISCAL YEAR 2017

June 7, 2016 - 6:00 pm - Budget Hearing

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 5, 2016 - City Council Meeting - Suspended
July 19, 2016 - City Council Meeting - Suspended

The following page(s) contain the backup material for Agenda Item: Proclaiming the month of April, 2016 as: "Fair Housing Month"



Proclamation



WHEREAS, April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

WHEREAS, CSA has addressed the ongoing struggle for dignity and equal housing opportunities for all; and

WHEREAS, vigorous local efforts to combat discrimination have been effectively eradicating such practices; and

WHEREAS, affirmatively furthering strong collaborations, community outreach, and education of Fair Housing rights between CSA San Diego County and the City of National City has led to broader awareness of fair housing law among the most vulnerable populations.

NOW, THEREFORE, BE IT RESOLVED, I, Ron Morrison, Mayor of the City of National City, by virtue of the authority vested in me by the City of National City, hereunto set my hand and affix the official seal and together with the City Council do hereby proclaim the month of April, 2016 as:

FAIR HOUSING MONTH

As the Mayor of the City of National City in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women in the City of National City I, hereby urge all citizens of National City to take a moment to join us in the national celebration of Fair Housing Month!



Ron Morrison
Mayor

Jeri Sano
Vice Mayor

Albert Mendivil
Councilmember

Alejandra Sotelo-Solis
Councilmember

The following page(s) contain the backup material for Agenda Item: Al Alvarado Day

ITEM # 2
4-19-16

AL ALVARADO DAY

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

ITEM #

4-19-16

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

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 5, 2016. (City Clerk)

Item # ____
04/19/16

**APPROVAL OF THE MINUTES OF THE REGULAR
MEETING OF THE CITY COUNCIL AND COMMUNITY
DEVELOPMENT COMMISSION – HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY OF APRIL 5, 2016.**

(City Clerk)

DRAFT DRAFT DRAFT

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

April 5, 2016

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:09 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Denham, Duong, Manganiello, Parra, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams, Ybarra.

Others present: Student Representative Reah Sahagun.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

None.

AWARDS AND RECOGNITIONS

PERSONNEL NEW EMPLOYEE INTRODUCTION PROGRAM (604-2-2)

1. Introduction of new City employee: Claudia G. Perez, Administrative Technician (Budget Technician). (Finance)

PRESENTATIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2016
(102-10-11)**

2. Presentation to City Council regarding the Police Department's Body Worn Camera Program. (Police)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

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

ACTION: Motion by Rios, seconded by Sotelo-Solis, to waive the provisions of City Council Policy #107 calling for the use of a ballot for selection of Planning Commissioners. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

Member Rios announced that, even though there is no legal requirement that she do so, she would recuse herself and abstain from participating in the appointment of Planning Commissioners since her father is applying for re-appointment. Member Rios left the Chamber.

ACTION: City Clerk Dalla clarified that with one member abstaining from voting, re-appointment would require a simple majority vote. Upon tallying the votes, Clerk Dalla announced that George Baca received four votes (Cano, Mendivil, Morrison, Sotelo-Solis), William Sendt received three votes (Cano, Mendivil, Morrison) and Al Alvarado received one vote (Sotelo-Solis). Mr. Baca and Mr. Sendt were declared duly appointed to the Planning Commission.

Member Rios returned to the Council Chamber.

ACTION: Motion by Morrison, seconded by Sotelo-Solis, Raymond Juarez be appointed to the Library Board of Trustees. Carried by unanimous vote.

Motion by Morrison, seconded by Sotelo-Solis, that Jose Rodriguez Perez and Luz Molina-Lopez be appointed to the Parks, Recreation & Senior Citizens Advisory Board. Carried by unanimous vote.

Motion by Morrison, seconded by Rios, that Manuel Cavada for re-appointment to the Public Art Committee. Carried by unanimous vote.

Motion by Morrison, seconded by Rios, that Charles Reilly be appointed to the Port Art Committee. Carried by unanimous vote.

Motion by Rios, seconded by Cano, to bring back Council Policy No. 107 for discussion. Carried by unanimous vote. After the vote, the maker and second agreed to, include Municipal Code Title 16 along with Council Policy No. 107 for discussion.

Motion by Rios, seconded by Cano, to present a proclamation to Mr. Al Alvarado at our next meeting for his lifelong public service and his service as a Planning Commissioner. Carried by unanimous vote.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 4 (NCCMC), Item No. 5 (Minutes), Item Nos. 6 through 10 (Resolution No. 2016-43 through 2016-47), Item No. 11 (Report), Item Nos. 12 through 14 (Warrant Registers). Motion by Sotelo-Solis, seconded by Mendivil, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2016 (506-2-31)

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

ACTION: Approved. See above.

APPROVAL OF MINUTES

5. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF MARCH 15, 2016. (City Clerk)

ACTION: Approved. See above.

LABOR RELATIONS MEA (605-4-00)

6. Resolution No. 2016-43. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AN AMENDMENT TO THE SALARY SCHEDULE FOR THE MUNICIPAL EMPLOYEES' ASSOCIATION EMPLOYEE GROUP TO INCLUDE SALARY BANDS FOR THE JUNIOR ENGINEER – CIVIL AT \$4,429.84 - \$5,384.47, MONTHLY (RANGE 126). (Human Resources)

ACTION: Adopted. See above.

CIVIL SERVICE RULES / AMENDMENTS (603-1-1)

7. Resolution No. 2016-44. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE ADDENDUM TO RULE II, SECTION 206 OF THE CIVIL SERVICE RULES TO ALLOW FOR A CAREER ADVANCEABLE PROGRESSION FROM JUNIOR ENGINEER - CIVIL TO ASSISTANT ENGINEER CIVIL. (Human Resources)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

DEED (D2016-2)

8. Resolution No. 2016-45. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY GRANTING AN ACCESS EASEMENT TO J&B INVESTMENT PROPERTIES LLC ACROSS A CITY OWNED LOT AT THE NORTHERLY END OF WEST 30TH STREET, WEST OF HARDING AVENUE. (APN 562-220-41) (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2014-51)

9. Resolution No. 2016-46. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH WEST COAST ARBORISTS, INC. (WCA) TO INCREASE THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$35,000, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$85,000, TO ALLOW WCA TO CONTINUE PROVIDING TREE TRIMMING AND PRUNING SERVICES FOR THE CITY OF NATIONAL CITY. (Engineering/Public Works)

ACTION: Adopted. See above.

COUNCIL POLICY MANUAL (102-13-1)

10. Resolution No. 2016-47. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE AMENDED CHAPTER 800, OF THE CITY COUNCIL POLICY MANUAL, WHICH INCLUDES AMENDED POLICIES 801, 802, 803 AND DELETING POLICIES 804 & 805. (Community Services)

ACTION: Adopted. See above.

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

11. Investment transactions for the month ended January 31, 2016. (Finance)

ACTION: Filed. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

12. Warrant Register #34 for the period of 02/17/16 through 02/23/16 in the amount of \$225,105.38. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

13. Warrant Register #35 for the period of 02/24/16 through 03/01/16 in the amount of \$2,597,613.53. (Finance)

ACTION: Ratified. See above.

CONSENT CALENDAR (cont.)

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

14. Warrant Register #36 for the period of 03/02/16 through 03/08/16 in the amount of \$991,212.58. (Finance)
ACTION: Ratified. See above.

ORDINANCES FOR INTRODUCTION

MUNICIPAL CODE 2016 (506-2-31)

15. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING CHAPTER 10.53 OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING TO REGULATIONS FOR USE OF SKATEBOARD PARKS. (City Attorney)

ORDINANCES FOR ADOPTION

MUNICIPAL CODE 2016 (506-2-31)

16. Ordinance No. 2016-2411. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING 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 Attorney)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: None.

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

NON CONSENT RESOLUTIONS

PROP A TRANSNET (RTIP) ADMIN (205-5-1)

17. Resolution No. 2016-48. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN AMENDMENT TO THE 2014 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR NATIONAL CITY TO ALLOCATE \$8,000 OF LOCAL TRANSNET (PROP A) FUNDING FOR THE TRAFFIC SIGNAL INSTALL/UPGRADES PROJECT TO SATISFY NATIONAL CITY'S FAIR SHARE CONTRIBUTION TOWARDS THE ANNUAL COST OF REGIONAL ARTERIAL MANAGEMENT SYSTEM (RAMS) OPERATIONS SUPPORT SERVICES FOR FY 2015. (Funded by Prop A) (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

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

NON CONSENT RESOLUTIONS (cont.)

PROP A TRANSNET (RTIP) ADMIN (205-5-1)

18. Resolution No. 2016-49. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING AN AMENDMENT TO THE 2014 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR NATIONAL CITY TO INCREASE PROGRAMMING OF LOCAL TRANSNET (PROP A) FUNDING FOR THE STREET RESURFACING (NC03) PROJECT IN THE AMOUNT OF \$2,402,323 AND HIGHLAND AVENUE COMMUNITY CORRIDOR (NC13) PROJECT IN THE AMOUNT OF \$167,000 FOR FY 2015. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

Member Sotelo-Solis disclosed that, in an abundance of caution and to avoid any appearance of impropriety, she would be recusing herself from the next item due to the fact that Circulate San Diego does work with her employer. Member Sotelo-Solis left the Council Chamber.

CONTRACT (C2016-17)

19. Resolution No. 2016-50. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CIRCULATE SAN DIEGO IN THE NOT-TO-EXCEED AMOUNT OF \$300,000 TO PROVIDE ACTIVE TRANSPORTATION PLANNING SERVICES TO SUPPORT NATIONAL CITY'S SAFE ROUTES TO SCHOOL PROGRAM AND OTHER COMMUNITY OUTREACH EFFORTS THAT PROMOTE ALTERNATIVE MODES OF TRANSPORTATION SUCH AS WALKING AND BIKING. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: Mr. Stone, from Circulate San Diego, responded to questions.

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

Member Sotelo-Solis returned to the Council Chamber.

NEW BUSINESS

CONDITIONAL USE PERMITS 2016 (403-31-1)

20. Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at Yi Sushi Restaurant to be located at 1430 East Plaza Blvd., Suite E-7B. (Applicant: Cheung Sushi Corp.) (Case File 2015-21 CUP) (Planning)

RECOMMENDATION: Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

TESTIMONY: None.

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

PLANNED DEVELOPMENT PERMIT ADMIN 2010 – 2015 (414-1-25)

21. Notice of Decision – Planning Commission approval of a Planned Development Permit and Coastal Development Permit for a storage building at 922 W. 23rd Street. (Applicant: Michael Reading) (Case File 2015-29 PD, CDP) (Planning)

RECOMMENDATION: Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Mendivil, to approve staff recommendation. Carried by unanimous vote.

TEMPORARY USE PERMITS 2016 (203-1-32)

22. Temporary Use Permit – Inflatable World hosted by Inflatable World Corporation at Westfield Plaza Bonita Mall from April 13, 2016 thru August 14, 2016 with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

NEW BUSINESS (cont.)

Mayor Morrison disclosed that, in an abundance of caution and to avoid any appearance of impropriety, he would be recusing herself from the next item due to the fact that his home is within 500 feet of the location of the proposed use. Mayor Morrison left the Council Chamber.

TEMPORARY USE PERMITS 2016 (203-1-32)

23. Temporary Use Permit – Free Electronic Waste Recycling (E-Waste) sponsored by San Diego Classic Lions Club at 1035 Harbison Avenue from April 23, 2016 to April 24, 2016 with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: None.

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

Mayor Morrison returned to the Council Chamber.

TEMPORARY USE PERMITS 2016 (203-1-32)

24. Temporary Use Permit – Amgen Tour of California sponsored by AEG Cycling LLC on May 15, 2016 from 12:00 p.m. to 12:15 p.m. with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

TEMPORARY USE PERMITS 2016 (203-1-32)

25. Temporary Use Permit – Safe Summer Slam 2016 sponsored by Operation Samahan at 2841 Highland Avenue on May 21, 2016 from 10 a.m. to 3 p.m. with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

NEW BUSINESS (cont.)

TEMPORARY USE PERMITS 2016 (203-1-32)

26. Temporary Use Permit – Halloween retail tent store hosted by Halloween Express at Westfield Plaza Bonita Mall from August 15, 2016 thru November 10, 2016 with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

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

27. Discussion and direction on request from Environmental Health Coalition for City's letter of support for Senate Bill 1000 (Senator Connie M. Leyva (D-Chino)) Environmental Justice Element in General Plans. (Planning)

RECOMMENDATION: Consider the request for a letter of support and provide direction to staff.

TESTIMONY: Marie Villanueva, Environmental Health Coalition, spoke in support of the letter

Ilsenia Cevallos, Environmental Health Coalition, spoke in support.

Carolina Martinez, Environmental Health Coalition, spoke in support.

Alacia Sanchez, Environmental Health Coalition, spoke in support.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to send a letter of support. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

EXPARTE DISCLOSURE: All members of the City Council disclosed that they had contact with the proponents prior to the meeting.

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

28. Presentation and request for City Council direction regarding implementation of California Uniform Cost Accounting Procedures for Public Works Construction. (Engineering/Public Works)

RECOMMENDATION: Provide direction to staff to proceed with preparation of enabling ordinances and administrative policies required to implement California Uniform Cost Accounting Procedures for Public Works Construction.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Morrison, to move forward. Carried by unanimous vote.

NEW BUSINESS (cont.)

SUCCESSOR AGENCY 2016 (406-10-14)

29. Report to City Council on Balanced Plan and request for direction on Marina District/Tidelands Planning Area and related proposals. (Successor Agency)

RECOMMENDATION: Support Preferred Alternative land use configuration of Focused Balanced Land Study as part of the Complete Balanced Plan and the analysis of the current project proposals. Direct City staff to: 1) collaborate with the Port as the lead agency in an Environmental Impact Report that studies all related plans, projects, and public improvements comprehensively in both the City and Port's jurisdictions; and, 2) pursue potential of unsolicited proposal received from Sycuan Tribal Development Corporation (STDC).

TESTIMONY: Graham Fee, Director of Operations for PASHA Auto in National City, said PASHA supports the Complete Balanced Plan and requested support for the final phase of the Tank Farm Remediation.

Brian Mason, Vice President PASHA Automotive Services, expressed the belief that the Tank Farm is an issue that can be addressed separately.

Bruce Coons, representing Save Our Heritage Organization (SOHO) reiterated their long term support and the support of the community for relocating Granger Music Hall to Pepper Park.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, that we Support the Preferred Alternative land use configuration of Focused Balanced Land Study as part of the Complete Balanced Plan and the analysis of the current project proposals and that we direct City staff to: 1) collaborate with the Port as the lead agency in an Environmental Impact Report that studies all related plans, projects, and public improvements comprehensively in both the City and Port's jurisdictions; 2) pursue the potential of the unsolicited proposal received from Sycuan Tribal Development Corporation (STDC); 3) Clarify that Granger Music Hall relocation does have the support of the Community; and 4) Emphasize the collective importance of addressing all issues and mitigation measures together comprehensively rather than piecemeal, such as Lot "K" Tourist Commercial with Maritime overlay, rail line relocations, street closures, transportation and parking needs, gateway signage, sound walls and a permanent Class '1' bike path location. Carried by unanimous vote.

COMMUNITY SERVICES DEPT ADMIN (1104-1-7)

30. Proposal from the Miss National City Alumni to produce and manage Miss National City Pageant. (Community Services)

ACTION: Item was pulled at the request of the applicant.

**COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

PUBLIC HEARINGS - HOUSING AUTHORITY

HOUSING AUTHORITY 2016 (404-1-5)

31. Public Hearing: Community Development Commission – Housing Authority of the City of National City (HACNC), Streamlined Annual Plan for Public Housing Agency Plan (PHA) for Fiscal Year 2016 - 2017 and the Housing Choice Voucher Programs Administrative Plan; authorizing the submittal of the PHA Plan and Administrative Plan to the U.S. Department of Housing and Urban Development. (Housing, Grants & Asset Management)

RECOMMENDATION: Conduct the Public Hearing.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

HOUSING AUTHORITY 2016 (404-1-5)

32. Resolution No. 2016-34. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (HACNC), APPROVING THE STREAMLINED ANNUAL PUBLIC HOUSING AGENCY (PHA) PLAN FOR FISCAL YEAR 2016 - 2017, AND AUTHORIZING THE SUBMITTAL OF THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (Housing, Grants & Asset Management)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

HOUSING AUTHORITY 2016 (404-1-5)

33. Resolution No. 2016-35. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (HACNC), APPROVING THE REVISIONS TO THE HOUSING CHOICE VOUCHER PROGRAMS ADMINISTRATIVE PLAN, AND AUTHORIZING SUBMITTAL OF THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (Housing, Grants & Asset Management)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

STAFF REPORTS

None.

MAYOR AND CITY COUNCIL

Student Representative Reah Sahagun said she was approached about the traffic and pedestrian conditions at 24th and “F” Avenue. City Engineer Manganiello advised that the location is scheduled to be upgraded in the near future.

Member Mendivil reported that a new National City Clergy Association has been formed and will be involved with the National Day of Prayer event on May 5th at Kimball Bowl.

Member Sotelo-Solis inquired about the status of a homeless individual who frequents the area around 8th Street and “F” Avenue as well as the status of the Skate Park project and reported that there are parking enforcement issues on the West Side.

Member Rios reported on the accomplishments of the Sweetwater High School Academic Decathlon team in Sacramento and expressed appreciation to the City Manager for sponsoring the Employee Appreciation Luncheon.

Member Cano expressed appreciation to the City Manager for the City Council Agenda Books.

Mayor Morrison said that he attended the annual Mayor’s and County Supervisor’s meeting and everyone was interested in what programs and projects National City was pursuing.

CLOSED SESSION REPORT

City Attorney Claudia Silva stated there was no Closed Session.

ADJOURNMENT

Motion by Sotelo-Solis, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, April 19, 2016 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 9:46 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of April 19, 2016.

Mayor

Budget Schedule – Fiscal Year 2017

- Budget Workshop – April 26, 2016 - 6:00 pm
- Budget Hearing – June 7, 2016 - 6:00 pm

2016 City Council Summer Legislative Recess

- July 5 – City Council Meeting – Suspended
 - July 19 – City Council Meeting – Suspended
-

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City to waive the bid process as allowed in Section 12 of the Purchasing Ordinance and in section 2.260.220 of the National City Municipal Code and authorize the Police Department to purchase (18) Mot

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City to waive the bid process as allowed in Section 12 of the Purchasing Ordinance and in section 2.60.220(b) of the National City Municipal Code (Sole Source) and authorize the Police Department to purchase (18) Motorola Handheld Police Radios for an amount not to exceed \$99,868.43; and waive the bid process as allowed in Section 12 of the Purchasing Ordinance and in section 2.60.260 of the National City Municipal Code (Cooperative Purchasing) and authorize the Police Department to purchase (8) Panasonic Toughbook Computers for an amount not to exceed \$38,978.33 using funds previously approved via Council Resolution 2016-23 and remaining funds from prior Supplemental Law Enforcement Services Funds.

PREPARED BY: Chris Cameon, Sergeant

DEPARTMENT: Police

PHONE: 619-336-4524

APPROVED BY: 

EXPLANATION:

The Police Department will purchase the listed equipment using Supplemental Law Enforcement Services Funds (SLESF) funds. \$114,618.25 was previously approved on Council Resolution 2016-23. The remainder of the necessary funds for this purchase (\$24,228.51) will be taken from existing Supplemental Law Enforcement Services Fund (SLESF) funds carried over from the previous year's grants, for a total cost for all items not to exceed \$138,846.76. It is requested that Council waive the formal bidding requirements for the purchase of Motorola radios as allowed in Section 12 of the Purchasing Ordinance and in Section 2.60.220(b) of the National City Municipal Code because the particular type or make of commodity or equipment has been standardized by the City and is proprietary in nature. Motorola Solutions provides all of the two-way radios for the Regional Communications System (RCS). Their sole source letter is attached. It is requested that Council further the formal bidding requirements for the purchase of Panasonic Toughbook Computers as allowed in Section 12 of the Purchasing Ordinance and in Section 2.60.260 of the National City Municipal Code because the City will take advantage of cooperative purchasing opportunities by joining another government agency's agreement and is in the best interest of the City. GovConnection has been awarded a National Cooperative Purchasing Alliance (NCPA) contract number 01-44. (See attachment).

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

| SLESF Public Safety Equipment 208-411-916-518-0000 (\$114,618.25)
| SLESF Public Safety Equipment 208-411-917-518-000 (\$24,228.51)

ENVIRONMENTAL REVIEW:

Not applicable

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable

ATTACHMENTS:

Vendor quotes
Council Resolution 2016-23
SLESF Carryover Documents
National Cooperative Purchasing Alliance Contract documents



Quote Number: QU0000355225
 Effective: 11 MAR 2016
 Effective To: 30 JUN 2016

Bill-To:

NATIONAL CITY, CITY OF
 1243 NATIONAL CITY BLVD
 NATIONAL CITY, CA 91950
 United States

Attention:

Name: Chris Cameon
 Email: ccameon@nationalcityca.gov
 Phone: (619) 336-4524

Sales Contact:

Name: Andy Grimm
 Email: agrimm@daywireless.com
 Phone: 858-864-3660

Contract Number: SAN DIEGO (CA) 552544
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	18	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$1,985.05	\$35,730.90
1a	18	H04AT	ADD: TACTICAL REKEY WITH MULTIKEY	\$253.75	\$4,567.50
1b	18	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$579.28	\$10,427.04
1c	18	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$84.00	\$1,512.00
1d	18	QA01837AA	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)	\$72.50	\$1,305.00
1e	18	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$373.38	\$6,720.84
1f	18	H38BT	ADD: SMARTZONE OPERATION	\$870.00	\$15,660.00
1g	18	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$217.50	\$3,915.00
1h	18	QA00580AC	ADD: TDMA OPERATION	\$326.25	\$5,872.50
2	18	PMMN4062A	ASSY,ACCESSORY,MICROPHONE,PLU S RSM *	\$94.16	\$1,694.88
3	18	NNTN7038B	BATT IMPRES LIION IP67 3100T	\$113.60	\$2,044.80
4	18	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$100.00	\$1,800.00
5	3	NNTN7686A	IMPRESMUC ADAPTER (PK OF 6 INSERTS)	\$165.60	\$496.80

Estimated Tax Amount \$8,121.17

Total Quote in USD **\$99,868.43**

Discounted pricing from RCS Contract #552544. Extended Warranty is not taxed. PO's must be made out to Motorola Solutions, Inc (not Day Wireless). Shipping is included at no charge. Taxable amount is \$90,235.26.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number

- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



Motorola High Tiered Public Safety Radios for First Responders

Limited Distribution

Motorola Solutions controls who and how their Public Safety radios can be sold. They do this to limit the access of these radios getting in the hands of people who don't have an authorized need. These radios are capable of many advanced features including digital encryption and are mostly used by Police, Fire, Military and other Government Law Enforcement Agencies.

These high Tiered P25 Handheld and Vehicle Radios are the APX Series and the former XTS and XTL Series. The only way to purchase these radios is Directly from Motorola and/or your Motorola assigned Motorola Manufacturer's Representative (MR). Day Wireless Systems is the Motorola assigned MR for the City of National City. This means your MR is representing Motorola and quoting you directly as Motorola using their Discounted Pricing Contracts. All Purchase Orders are to be made out to Motorola Solutions, Inc. You are not purchasing anything from Day Wireless Systems (who is also a Motorola Dealer, Reseller and Service Center).

Motorola Two-Way Radio Dealers & Resellers mostly sell lower tiered commercial, professional and business radios to vertical markets such as education, manufacturing, hospitality, etc... The High Tiered Public Safety radios like the APX6000 are not available for Dealers to purchase and Resell. These APX radios are not listed in their Dealer Price Book from Motorola. If a Motorola Radio Dealer & Reseller wanted to sell an APX Public Safety Radio they would have to submit an Above Price Book (APB) Request to Motorola. The Dealer has to list who the end user of the radio is. Motorola will deny this APB request for any Public Safety Account (City or Agency) that already has an assigned MR and Motorola Direct Sales Rep managing that account. For Example any Motorola Radio Dealer who requested to get APB pricing to buy and sell an APX radio to the City of National City would be denied. You are not able to get 3 quotes for these High Tiered Above Price Book Radios.

Above Price Book pricing for a Radio dealer is always 20% off List Price from Motorola. So their cost to buy the APX radio from Motorola is 20% off list price. The Motorola Direct/MR RCS Contract Price to the City of National City is discounted from 28% to 33% off List Price. Even if Motorola did approve an APB request for a Dealer, they would not be able to compete with the RCS Contract price.

This Controlled Distribution provides the customer with the best pricing and aligns them with a MR that can be their trusted advisor to help them budget and make the best decisions for the long term.

Andy Grimm

Motorola Manufacturer's Representative – Public Safety Markets



SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: David Spence
Phone: (800) 800-0019 ext. 75046
Fax: 603-683-1133
Email: dspence@govconnection.com

24067120.03-W1
PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 3/28/2016
Valid Through: 4/27/2016
Account #: San Diego

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Chris Cameon
Email: ccameon@nationalcityca.gov

Phone: (619) 336-4524
Fax: (619) 336-4525

QUOTE PROVIDED TO: AB#: 12533889 CITY OF NATIONAL CITY 1243 NATIONAL CITY BOULEVARD NATIONAL CITY, CA 91950 (619) 336-4570	SHIP TO: AB#: 12533895 CITY OF NATIONAL CITY PURCHASING WAREHOUSE 2100 HOOVER AVE NATIONAL CITY, CA 91950 (619) 336-4582
--	---

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	109.00 lbs	NET 30	NCPA 01-44

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-44. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	8	Fee: 8	State Environmental Fee		\$ 3.00	\$ 24.00
1	8	18496340	CF-3114632CM	Win7 (Win8.1 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 4GB, 500GB(7200rpm), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Single Pass (Selectable), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, No DVD Drive, Toughbook Pre Panasonic Personal Computer Corp.	Panasonic Personal Computer Corp.	\$ 4,087.25	\$ 32,698.00
2	8	14516462	CF-VDM312U	DVD Multi Drive for ToughBook CF-31 Multimedia Bay Panasonic Personal Computer Corp.	Panasonic Personal Computer Corp.	\$ 282.97	\$ 2,263.76
3	8	16639600	CF-WMBA1304G	4GB Memory Upgrade for CF-31 MK4, CF-19 MK7, CF-C2 MK2, C2-H2 MK3 Panasonic Personal Computer Corp.	Panasonic Personal Computer Corp.	\$ 97.02	\$ 776.16
4	0	31428691	KCP313SS8/4	4GB PC3-10600 204-pin DDR3 SDRAM SODIMM for Select Models Kingston Technology Corp.	Kingston Technology Corp.	\$ 16.72	\$ -
Subtotal						\$ 35,761.92	
Fee						\$ 0.00	
Shipping and Handling						\$ 0.00	
Tax						\$ 3,216.41	
Total						\$ 38,978.33	

***Lease for as low as: \$1,091.10/Mo.**

ORDERING INFORMATION

GovConnection, Inc.

NCPA

Contract # NCPA 01-44

Contract Expiration: 31 October 2018

Please contact your account manager with questions.

Ordering Address

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address

GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-44. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

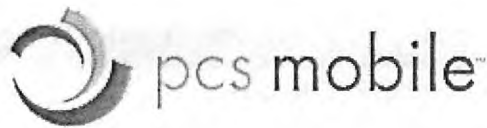
If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

[\\$LEDOPS@GovConnection.com](mailto:$LEDOPS@GovConnection.com)

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374



Proposal: PROPOSAL-14991/1
 For: National City Police Department

Corporate Headquarters 1200 W Mississippi Ave Denver, CO 80223 Phone: 888.836.7841 Email: sales@pcsmobile.com	Print Date: 02/01/2016 03:53 PM Proposal Valid Date: 05/01/2016 03:55 PM Inside Sales Rep: Emily Brittin Email: emilyb@pcsmobile.com Phone: 303-552-3976 Fax: 480-539-4589
Customer: National City Police Department 1200 National City Blvd National City, CA 91950-4302	Salesperson: Dan Allen Email: dana@pcsmobile.com Proposal Created By: Dan Allen

Proposal

Customer	Requested By	F.O.B.	Terms	Contract
NAT009	Chris Cameon	Origination	Net 30 Days	National IPA

Line	Item Number	Description	Price	List Price	Quantity	Subtotal
1	CF-3114632CM	Win7 (Win8.1 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 4GB, 500GB(7200rpm), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Single Pass (Selectable), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred	\$3,978.00	\$4,934.00	8.00	\$31,824.00
2	CF-WMBA1304GIS	PRE-INSTALLED 4G MEMORY	\$175.00	\$175.00	8.00	\$1,400.00
3	LCD_FEE	CALIFORNIA LCD RECYCLING FEE	\$3.00	\$0.00	8.00	\$24.00
4	CF-VDM312U	DVD-Multi drive for CF-31 MK 3	\$370.00	\$370.00	8.00	\$2,960.00
					<i>Total</i>	\$36,208.00
					<i>Tax</i>	\$3,256.56
					<i>Total</i>	\$39,464.56

Notes
CF-3114632CM Ships direct from Panasonic with an estimated lead time of 6-8 weeks.

Terms and Conditions

Portable Computer Systems, Inc., dba: PCS Mobile Standard Reseller: *Terms and Conditions*

1. **Contract Terms.** These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.

2. **Payment.** Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.

3. **Shipment.** Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.

4. **Acceptance of Products; Returns.** All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.

5. **Warranties.** PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.

6. **Limitation on Liability.** In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.

7. **Force Majeure.** PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.

8. **Miscellaneous.** This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.



42 West 18th Street
 New York NY 10011
 www.adorama.com
 info@adorama.com

888-874-1586

QUOTE



1578841

03/14/2016

BILLING ADDRESS:
 NATIONAL CITY POLICE DEPT
 At: ACCOUNTS PAYABLE
 1243 NATIONAL CITY BLVD
 NATIONAL CITY, CA 91950 USA
 (619) 336-4570

SHIPPING ADDRESS:
 NATIONAL CITY POLICE DEPT
 At: ACCOUNTS PAYABLE
 1243 NATIONAL CITY BLVD
 NATIONAL CITY, CA 91950 USA
 (619) 336-4570

Customer No: 7826747
 Customer PO: None
 Terms:

Any Item/s showing as "back-order"?
 An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within ten business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional information at www.adorama.com/email.

Note: Please be prudent when throwing away packaging material or boxes. It is possible to miss some contents. Checking off contents against the packing list is always a good idea. If something is indeed missing please make a claim within five days to be compliant with our policies.

SKU#	Item	Qty	Price	Total
PCCF3110792C	PNSNC TGHBK CF3110792CM I5-5300U 13.1" Mfg Item#: CF-3110792CM	8	4,395.00	35,160.00
M	PANASONIC 4GB MEMORY FOR CF-3110792CM	8	110.60	884.80
M	PANASONIC MULTI DRIVE FOR CF-31 MK3	8	318.85	2,550.80

We want to buy your used photo equipment:
 In the last year alone, Adorama spent millions buying 35mm, medium / large-format, scopes, video and digital equipment. Our satisfied customers happily cashed in or traded their equipment and enjoyed our above market value payout. Adorama pays top dollar for individual items, rare pieces, collections and estates. For more information, call 1-800-223-2500 or visit us at www.adorama.com/sell and use our online quoting system.

No Hassle Return Policy:
 We want you to be completely happy with your purchase from Adorama. Please see the general Return/Exchange guidelines and policy posted on our website at www.adorama.com/policy.

Thank you for being a repeat Customer.

This quote was prepared by your sales representative,
 Caroleann Fusco.
 To place order or for any help, call
 Caroleann Fusco
 at (888) 874-1586 or email at caroleannf@adorama.com

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 Shipping: .00
 Tax: .00
 Quote Total: 38595.60

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 42,069.20

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Salesman 00405 - Carole

RESOLUTION NO. 2016 – 23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING AND AUTHORIZING THE ACCEPTANCE OF A \$14,618.25 FISCAL YEAR 2015 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM GRANT AND \$100,000.00 FISCAL YEAR 2016 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM GRANT TO PURCHASE POLICE RADIOS, PANASONIC TOUGHBOOK COMPUTERS, ACTIVE SHOOTER PLATES AND PLATE CARRIERS, TASERS, AND OTHER ESSENTIAL POLICE EQUIPMENT AS NEEDED, AND AUTHORIZE THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF THE GRANT WITHIN THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF)

WHEREAS, the County of San Diego ("County") notified the City of National City that it has awarded grant funding through the Supplemental Law Enforcement Services Fund (SLESF)/Citizens' Option for Public Safety (COPS) Program (the "Program") for frontline municipal police services in the amount of \$14,628.25 from the Fiscal Year 2015 Program and \$100,000 from the Fiscal Year 2016 Program, for a total amount of \$114,618.25; and

WHEREAS, the City is not required to allocate any up-front costs or matching funds in order to receive the funds; and

WHEREAS, the County disbursed the quarterly funds to each city within 30 days of receipt from the State, and as of January, 2016, the City has received \$114,618.25 from the County; and

WHEREAS, the National City Police Department proposes to utilize the \$114,618.25 in grant funds for the purchase of police radios, Panasonic Toughbook computers, active shooter plates and plate carriers, Tasers, and other essential police equipment as needed; and


NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of National City hereby ratifies the acceptance of Supplemental Law Enforcement Services Fund (SLESF)/Citizens' Option for Public Safety (COPS) Program grant funds for frontline municipal police services in the amount of \$14,628.25 from the Fiscal Year 2015 Program and \$100,000 from the Fiscal Year 2016 Program, for a total amount of \$114,618.25.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of appropriations and a corresponding revenue budget for said grant funds.

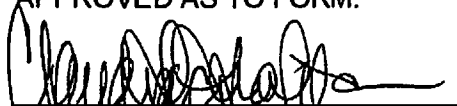
PASSED and ADOPTED this 1st day of March, 2016.


Ron Morrison, Mayor

ATTEST:


Michael R. Dalla, City Clerk

APPROVED AS TO FORM:


Claudia Gacitua Silva
City Attorney

Passed and adopted by the Council of the City of National City, California, on March 1, 2016 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California



Richard D. Valle
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2016-23 of the City of National City, California, passed and adopted by the Council of said City on March 1, 2016.

City Clerk of the City of National City, California

By: _____
Deputy

208 - SUPPLEMENTAL LAW ENFORCEMENT STANDARDIZED FORMS "(SLESF)".
409 - POLICE DEPARTMENT

COVR 16-25 POST to Date: 07/01/2015

	Prior Year's Balance	FY 2015 Year-to-date Expenditures	FY 2015 Year-to-date Encumbrances	06/30/15 Balance	Adjustments	Footnotes	Purchase Orders forwarded to FY 2016	Carryover amount to FY16	TOTAL FY16
CAPITAL IMPROVEMENT PROGRAM									
Capital Outlay									
208-411-304-248-0000 NC Historical Society - Telephone	220.00	0.00	0.00	220.00	-220.00 ¹		0.00	0.00	
208-411-304-306-0000 NC Historical Society - Computer Supplies	731.58	0.00	0.00	731.58	-731.58 ¹		0.00	0.00	
208-411-304-316-0000 NC Historical Society - Ammunition	57,860.23	0.00	0.00	57,860.23	-57,860.23 ¹		0.00	0.00	
208-411-304-355-0000 NC Historical Society - Minor Equipment Less than \$5 ¹	4,458.44	0.00	0.00	4,458.44	-4,458.44 ¹		0.00	0.00	
208-411-304-357-0000 NC Historical Society - Furniture and Fixtures	680.07	0.00	0.00	680.07	-680.07 ¹		0.00	0.00	
208-411-405-355-0000 COPS 2005 - Minor Equipment Less than \$5,000	1,553.14	0.00	0.00	1,553.14	-1,553.14 ¹		0.00	0.00	
208-411-405-502-0000 COPS 2005 - Computer Equipment	2,181.21	0.00	0.00	2,181.21	-2,181.21 ¹		0.00	0.00	
208-411-508-399-0000 COPS 2006 - Materials & Supplies	2.99	0.00	0.00	2.99	-2.99 ¹		0.00	0.00	
208-411-508-511-0000 COPS 2006 - Automotive Equipment	173.86	0.00	0.00	173.86	-173.86 ¹		0.00	0.00	
208-411-708-355-0000 COPS 2008 - Minor Equipment Less than \$5,000	36.15	0.00	0.00	36.15	-36.15 ¹		0.00	0.00	
208-411-708-515-0000 COPS 2008 - Communications Equipment	159.31	0.00	0.00	159.31	-159.31 ¹		0.00	0.00	
208-411-708-599-0000 COPS 2008 - Fixed Assets	7,759.00	0.00	0.00	7,759.00	-7,759.00 ¹		0.00	0.00	
208-411-709-355-0000 COPS 2009 - Minor Equipment Less than \$5,000	49.99	0.00	0.00	49.99	-49.99 ¹		0.00	0.00	
208-411-911-355-0000 COPS 2009 - Minor Equipment Less than \$5,000	0.07	0.00	0.00	0.07	-0.07 ¹		0.00	0.00	
208-411-911-502-0000 COPS 2009 - Computer Equipment	3,981.70	0.00	0.00	3,981.70	-3,981.70 ¹		0.00	0.00	
208-411-911-515-0000 COPS 2010 - Communications Equipment	25,643.05	0.00	0.00	25,643.05	-25,643.05 ¹		0.00	0.00	
208-411-913-355-0000 COPS 2011 - Minor Equipment Less than \$5,000	9,426.00	0.00	0.00	9,426.00	-9,426.00 ¹		0.00	0.00	
208-411-913-511-0000 COPS 2011 - Automotive Equipment	78,442.06	0.00	0.00	78,442.06	-78,442.06 ¹		0.00	0.00	
208-411-913-599-0000 COPS 2011 - Fixed Assets	600.00	0.00	0.00	600.00	-600.00 ¹		0.00	0.00	
208-411-916-518-0000 COPS 2014 - Public Safety Equipment	0.00	0.00	0.00	0.00	193,817.64 ¹		0.00	193,817.64 ¹	193,817.64
208-411-916-511-0000 COPS 2014 - Automotive Equipment	62,926.99	0.00	0.00	62,926.99	0.00		62,922.10 ¹	4.89 ¹	62,926.99
208-411-916-518-0000 COPS 2014 - Public Safety Equipment	37,073.01	20,782.47	0.00	16,290.54	141.21 ¹		16,431.75 ¹	0.00	16,431.75
Total CAPITAL IMPROVEMENT PROJECTS/ENGINEERING	293,958.85	20,782.47	0.00	273,176.38	0.00		79,353.85	193,822.53	273,176.38

¹ Inter account transfers to carry over balances which were not carried over the last years, to appropriate such funds for the purchase of public safety equipment.

Prepared by:

Arnold Ocana

3/9/16

Approved by:

Javier Carcamo

03/09/16

Approved by:

Ed Prendell

3/9/2016

Consolidating prior year accounts.

POSTED

3/10/16

Approved by:

Mark Roberts

3.10/16



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, October 1st, 2015

GovConnection, Inc.
ATTN: Robert Marconi
732 Milford Road
Merrimack, NH 03054

Dear Robert:

Region XIV Education Service Center is happy to announce that GovConnection, Inc. has been awarded an annual contract for Technology Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on October 31st, 2018. The contract can be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and GovConnection, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in cursive script that reads 'Ronnie Kincaid'.

Ronnie Kincaid
Region XIV, Executive Director

Request for Proposal (RFP) for Technology Solutions

Solicitation Number: 11-15

Publication Date: Thursday, July 30th, 2015

Notice to Respondent:

Submittal Deadline: Thursday, September 10, 2015, 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, September 3, 2015. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Technology Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Technology Solutions, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Technology Solutions

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 11-15

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Technology Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: _____

Company: _____

Address: _____

City, State, Zip: _____

Solicitation Name and Number: _____

Due Date and Time: _____

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ **Customer Support**
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ **Assignment of Contract**
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- ◆ **Disclosures**
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ **Funding Out Clause**
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ **Shipments (if applicable)**
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ **Tax Exempt Status**
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ **Payments**

- The entity using the contract will make payments directly to the awarded vendor.

◆ **Pricing**

- All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ **Warranty**

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ **Indemnity**

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ **Franchise Tax**

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ **Supplemental Agreements**

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ **Certificates of Insurance**

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten

(10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ **Legal Obligations**

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ **Protest**

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ **Force Majeure**

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the

demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ **Prevailing Wage**

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ **Miscellaneous**

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ **Open Records Policy**

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$75 - \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ **Evaluation**
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ **Formation of Contract**
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ **NCPA Administrative Agreement**
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ **Clarifications / Discussions**
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ **Multiple Awards**
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ **Past Performance**
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____
Address _____
City/State/Zip _____
Telephone No. _____
Fax No. _____
Email address _____
Printed name _____
Position with company _____
Authorized signature _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____ referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Technology Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____
 Title: _____
 Address: _____

 Signature: _____
 Date: _____

Vendor:

Name: _____
 Title: _____
 Address: _____

 Signature: _____
 Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ **States Covered**

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Somoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of _____
State of _____

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____ |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- **Purchase Orders**

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- **Sales and Marketing**

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ **Cooperatives**

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

Products

- Laptops / Notebooks / PDA's
- Desktop Computers
- Servers
- Software
- Accessories
- Battery Back-up / Power / Surge
- Cables
- Data Storage / Drives
- Digital Imaging – Cameras /
Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Office Equipment
- Printers
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards /
Projector
- Interactive Whiteboards
- DVD / Books / Music / Video

Services

- Installs
- Asset Management
- Managed Services
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Insurance

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) **Maintain** all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) **Permit** any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) **Non-discrimination**. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity**. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age**. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon	No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY	54	CITY OF MOSIER
2	CITY COUNTY INSURANCE SERVICES	55	CITY OF NEWBERG
3	CITY OF ADAIR VILLAGE	56	CITY OF NORTH PLAINS
4	CITY OF ALBANY	57	CITY OF OREGON CITY
5	CITY OF ASHLAND	58	CITY OF PHOENIX
6	CITY OF ASTORIA OREGON	59	CITY OF PILOT ROCK
7	CITY OF AUMSVILLE	60	CITY OF PORT ORFORD
8	CITY OF AURORA	61	CITY OF PORTLAND
9	CITY OF BEAVERTON	62	CITY OF POWERS
10	CITY OF BOARDMAN	63	CITY OF REDMOND
11	CITY OF BURNS	64	CITY OF REEDSPORT
12	CITY OF CANBY	65	CITY OF RIDDLE
13	CITY OF CANNON BEACH OR	66	CITY OF SALEM
14	CITY OF CANYONVILLE	67	CITY OF SANDY
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	68	CITY OF SANDY
16	CITY OF CLATSKANIE	69	CITY OF SCAPPOOSE
17	CITY OF COBURG	70	CITY OF SEASIDE
18	CITY OF CONDON	71	CITY OF SHADY COVE
19	CITY OF COOS BAY	72	CITY OF SHERWOOD
20	CITY OF CORVALLIS	73	CITY OF SPRINGFIELD
21	CITY OF COTTAGE GROVE	74	CITY OF ST. PAUL
22	CITY OF CRESWELL	75	CITY OF STAYTON
23	CITY OF DALLAS	76	CITY OF TIGARD, OREGON
24	CITY OF DAMASCUS	77	CITY OF TUALATIN, OREGON
25	CITY OF DUNDEE	78	CITY OF WARRENTON
26	CITY OF EAGLE POINT	79	CITY OF WEST LINN/PARKS
27	CITY OF ECHO	80	CITY OF WILSONVILLE
28	CITY OF ESTACADA	81	CITY OF WINSTON
29	CITY OF EUGENE	82	CITY OF WOOD VILLAGE
30	CITY OF FAIRVIEW	83	CITY OF WOODBURN
31	CITY OF FALLS CITY	84	CITY OF YACHATS
32	CITY OF GATES	85	FLORENCE AREA CHAMBER OF COMMERCE
33	CITY OF GEARHART	86	GASTON RURAL FIRE DEPARTMENT
34	CITY OF GERVAIS	87	GLADSTONE POLICE DEPARTMENT
35	CITY OF GOLD HILL	88	HOUSING AUTHORITY OF THE CITY OF SALEM
36	CITY OF GRANTS PASS	89	KEIZER POLICE DEPARTMENT
37	CITY OF GRESHAM	90	LEAGUE OF OREGON CITIES
38	CITY OF HAPPY VALLEY	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
39	CITY OF HILLSBORO	92	METRO
40	CITY OF HOOD RIVER	93	MONMOUTH - INDEPENDENCE NETWORK
41	CITY OF JOHN DAY	94	PORTLAND DEVELOPMENT COMMISSION
42	CITY OF KLAMATH FALLS	95	RAINIER POLICE DEPARTMENT
43	CITY OF LA GRANDE	96	RIVERGROVE WATER DISTRICT
44	CITY OF LAKE OSWEGO	97	SUNSET EMPIRE PARK AND RECREATION
45	CITY OF LAKESIDE	98	THE NEWPORT PARK AND RECREATION CENTER
46	CITY OF LEBANON	99	TILLAMOOK PEOPLES UTILITY DISTRICT
47	CITY OF MALIN	100	TUALATIN VALLEY FIRE & RESCUE
48	CITY OF MCMINNVILLE	101	WEST VALLEY HOUSING AUTHORITY
49	CITY OF MEDFORD	No.	Counties and Parishes
50	CITY OF MILL CITY	1	ASSOCIATION OF OREGON COUNTIES
51	CITY OF MILLERSBURG	2	BENTON COUNTY
52	CITY OF MILWAUKIE	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
53	CITY OF MORO	4	CLATSOP COUNTY
		5	COLUMBIA COUNTY, OREGON
		6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT

8 CURRY COUNTY OREGON
9 DESCHUTES COUNTY
10 DOUGLAS COUNTY
11 GILLIAM COUNTY
12 GILLIAM COUNTY OREGON
13 GRANT COUNTY, OREGON
14 HARNEY COUNTY SHERIFFS OFFICE
15 HOOD RIVER COUNTY
16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
18 JEFFERSON COUNTY
19 KLAMATH COUNTY VETERANS SERVICE OFFICE
20 LAKE COUNTY
21 LANE COUNTY
22 LINCOLN COUNTY
23 LINN COUNTY
24 MARION COUNTY, SALEM, OREGON
25 MORROW COUNTY
26 MULTNOMAH COUNTY
27 MULTNOMAH COUNTY
28 MULTNOMAH LAW LIBRARY
29 NAMI LANE COUNTY
30 POLK COUNTY
31 SHERMAN COUNTY
32 UMATILLA COUNTY, OREGON
33 UNION COUNTY
34 WALLOWA COUNTY
35 WASCO COUNTY
36 WASHINGTON COUNTY
37 YAMHILL COUNTY
1 BOARD OF WATER SUPPLY
2 COUNTY OF HAWAII
3 MAUI COUNTY COUNCIL
No. Higher Education
1 BIRTHINGWAY COLLEGE OF MIDWIFERY
2 BLUE MOUNTAIN COMMUNITY COLLEGE
3 CENTRAL OREGON COMMUNITY COLLEGE
4 CHEMEKETA COMMUNITY COLLEGE
5 CLACKAMAS COMMUNITY COLLEGE
6 COLUMBIA GORGE COMMUNITY COLLEGE
7 GEORGE FOX UNIVERSITY
8 KLAMATH COMMUNITY COLLEGE DISTRICT
9 LANE COMMUNITY COLLEGE
10 LEWIS AND CLARK COLLEGE
11 LINFIELD COLLEGE
12 LINN-BENTON COMMUNITY COLLEGE
13 MARYLHURST UNIVERSITY
14 MT. HOOD COMMUNITY COLLEGE
15 MULTNOMAH BIBLE COLLEGE
16 NATIONAL COLLEGE OF NATURAL MEDICINE
17 NORTHWEST CHRISTIAN COLLEGE
18 OREGON HEALTH AND SCIENCE UNIVERSITY
19 OREGON UNIVERSITY SYSTEM
20 PACIFIC UNIVERSITY
21 PORTLAND COMMUNITY COLLEGE
22 PORTLAND STATE UNIV.
23 REED COLLEGE
24 ROGUE COMMUNITY COLLEGE
25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
26 TILLAMOOK BAY COMMUNITY COLLEGE
27 UMPQUA COMMUNITY COLLEGE
28 WESTERN STATES CHIROPRACTIC COLLEGE
29 WILLAMETTE UNIVERSITY
1 ARGOSY UNIVERSITY
2 BRIGHAM YOUNG UNIVERSITY - HAWAII
3 COLLEGE OF THE MARSHALL ISLANDS
4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5 UNIVERSITY OF HAWAII AT MANOA
No. K - 12
1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

3 BAKER SCHOOL DISTRICT 5-J
4 BANDON SCHOOL DISTRICT
5 BANKS SCHOOL DISTRICT
6 BEAVERTON SCHOOL DISTRICT
7 BEND / LA PINE SCHOOL DISTRICT
8 BEND-LA PINE SCHOOL DISTRICT
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10 CANBY SCHOOL DISTRICT
11 CANYONVILLE CHRISTIAN ACADEMY
12 CASCADE SCHOOL DISTRICT
13 CASCADES ACADEMY OF CENTRAL OREGON
14 CENTENNIAL SCHOOL DISTRICT
15 CENTRAL CATHOLIC HIGH SCHOOL
16 CENTRAL POINT SCHOOL DISTRICT NO. 6
17 CENTRAL SCHOOL DISTRICT 13J
18 CLACKAMAS EDUCATION SERVICE DISTRICT
19 COOS BAY SCHOOL DISTRICT
20 COOS BAY SCHOOL DISTRICT NO.9
21 COQUILLE SCHOOL DISTRICT 8
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
23 CRESWELL SCHOOL DISTRICT
24 CROSSROADS CHRISTIAN SCHOOL
25 CULVER SCHOOL DISTRICT NO.
26 DALLAS SCHOOL DISTRICT NO. 2
27 DAVID DOUGLAS SCHOOL DISTRICT
28 DAYTON SCHOOL DISTRICT NO.8
29 DE LA SALLE N CATHOLIC HS
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
31 DOUGLAS COUNTY SCHOOL DISTRICT 116
32 DOUGLAS EDUCATION SERVICE DISTRICT
33 DUFUR SCHOOL DISTRICT NO.29
34 ELKTON SCHOOL DISTRICT NO.34
35 ESTACADA SCHOOL DISTRICT NO.108
36 FOREST GROVE SCHOOL DISTRICT
37 GASTON SCHOOL DISTRICT 511J
38 GEN CONF OF SDA CHURCH WESTERN OR
39 GLADSTONE SCHOOL DISTRICT
40 GLENDALE SCHOOL DISTRICT
41 GLIDE SCHOOL DISTRICT NO.12
42 GRANTS PASS SCHOOL DISTRICT 7
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
44 GRESHAM-BARLOW SCHOOL DISTRICT
45 HARNEY COUNTY SCHOOL DIST. NO.3
46 HARNEY EDUCATION SERVICE DISTRICT
47 HEAD START OF LANE COUNTY
48 HERITAGE CHRISTIAN SCHOOL
49 HIGH DESERT EDUCATION SERVICE DISTRICT
50 HOOD RIVER COUNTY SCHOOL DISTRICT
51 JACKSON CO SCHOOL DIST NO.9
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53 JEFFERSON SCHOOL DISTRICT
54 KLAMATH FALLS CITY SCHOOLS
55 LA GRANDE SCHOOL DISTRICT
56 LAKE OSWEGO SCHOOL DISTRICT 7J
57 LANE COUNTY SCHOOL DISTRICT 4J
58 LANE COUNTY SCHOOL DISTRICT 69
59 LEBANON COMMUNITY SCHOOLS NO.9
60 LINCOLN COUNTY SCHOOL DISTRICT
61 LINN CO. SCHOOL DIST. 95C - SCIO SD
62 LOST RIVER JR/SR HIGH SCHOOL
63 LOWELL SCHOOL DISTRICT NO.71
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65 MCMINNVILLE SCHOOL DISTRICT NO.40
66 MEDFORD SCHOOL DISTRICT 549C
67 MITCH CHARTER SCHOOL
68 MOLALLA RIVER ACADEMY
69 MOLALLA RIVER SCHOOL DISTRICT NO.35
70 MONROE SCHOOL DISTRICT NO.1J
71 MORROW COUNTY SCHOOL DISTRICT
72 MT. ANGEL SCHOOL DISTRICT NO.91
73 MT.SCOTT LEARNING CENTERS
74 MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDEPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/JRRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION		

231 TRILLIUM FAMILY SERVICES, INC.
 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
 233 UNION GOSPEL MISSION
 234 UNITED CEREBRAL PALSY OF OR AND SW WA
 235 UNITED WAY OF THE COLUMBIA WILLAMETTE
 236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
 237 US FISH AND WILDLIFE SERVICE
 238 USAGENCIES CREDIT UNION
 239 VERMONT HILLS FAMILY LIFE CENTER
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 241 VOLUNTEERS OF AMERICA OREGON
 242 WE CARE OREGON
 243 WESTERN RIVERS CONSERVANCY
 244 WESTERN STATES CENTER
 245 WESTSIDE BAPTIST CHURCH
 246 WILD SALMON CENTER
 247 WILLAMETTE FAMILY
 248 WILLAMETTE VIEW INC.
 249 WOODBURN AREA CHAMBER OF COMMERCE
 250 WORD OF LIFE COMMUNITY CHURCH
 251 WORKSYSTEMS INC
 252 YOUTH GUIDANCE ASSOC.
 253 YWCA SALEM
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 2 ALOHACARE
 3 AMERICAN LUNG ASSOCIATION
 4 BISHOP MUSEUM
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 7 EAH, INC.
 8 EASTER SEALS HAWAII
 9 GOODWILL INDUSTRIES OF HAWAII, INC.
 10 HABITAT FOR HUMANITY MAUI
 11 HALE MAHAOLU
 12 HAROLD K.L. CASTLE FOUNDATION
 13 HAWAII AGRICULTURE RESEARCH CENTER
 14 HAWAII EMPLOYERS COUNCIL
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 16 HONOLULU HABITAT FOR HUMANITY
 17 IUPAT, DISTRICT COUNCIL 50
 18 LANAKILA REHABILITATION CENTER INC.
 19 LEEWARD HABITAT FOR HUMANITY
 20 MAUI COUNTY FCU
 21 MAUI ECONOMIC DEVELOPMENT BOARD
 22 MAUI ECONOMIC OPPORTUNITY, INC.
 23 MAUI FAMILY YMCA
 24 NA HALE O MAUI
 25 NA LEI ALOHA FOUNDATION
 26 NETWORK ENTERPRISES, INC.
 27 ORI ANUENUE HALE, INC.
 28 PARTNERS IN DEVELOPMENT FOUNDATION
 29 POLYNESIAN CULTURAL CENTER
 30 PUNAHOU SCHOOL
 31 ST. THERESA CHURCH
 32 WAIANA E COMMUNITY OUTREACH
 33 WAILUKU FEDERAL CREDIT UNION
 34 YMCA OF HONOLULU

No. Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD

9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT
 13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER
 39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 1 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION

Evaluation Criteria	Point Value	<i>GovConnection</i>	<i>CDI Computer Dealers</i>	<i>Troxell</i>	<i>JourneyEd</i>
Pricing	40	35	30	34	20
Ability to service the contract	25	25	25	25	15
References	15	10	10	15	8
Technology	10	8	9	10	10
Value Added Products and Services	10	9	5	6	3
Total	<u>100</u>	<u>87</u>	<u>79</u>	<u>90</u>	<u>56</u>



Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

Vendors Awarded Under this Contract

<i>GovConnection</i>	<i>CDI Computer Dealers</i>	<i>Best Buy</i>
<i>Howard</i>	<i>Vion</i>	<i>Zones</i>
<i>Troxell</i>	<i>Dell</i>	<i>FireFly Computers</i>
<i>Lenovo</i>	<i>MNJ Technologies</i>	

Evaluation Criteria	Point Value	<i>Howard Technology Solutions</i>	<i>Vion</i>	<i>Dell</i>	<i>Lenovo</i>
Pricing	40	28	25	40	32
Ability to service the contract	25	25	23	25	25
References	15	10	15	12	12
Technology	10	8	10	10	10
Value Added Products and Services	10	2	5	10	8
<u>Total</u>	<u>100</u>	<u>73</u>	<u>78</u>	<u>97</u>	<u>87</u>



Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

Evaluation Criteria	Point Value	<i>Harman</i>	<i>MNJ Technologies</i>	<i>ME Interests, LLC</i>	<i>Best Buy</i>
Pricing	40	30	35	30	30
Ability to service the contract	25	10	25	10	25
References	15	8	10	5	13
Technology	10	8	8	8	10
Value Added Products and Services	10	2	0	0	8
<u>Total</u>	<u>100</u>	<u>58</u>	<u>78</u>	<u>53</u>	<u>86</u>



Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

Evaluation Criteria	Point Value	Zones	Fischer International Identity	FireFly Computers	Tequipment
Pricing	40	35	30	30	30
Ability to service the contract	25	25	5	23	15
References	15	14	12	15	8
Technology	10	9	5	4	4
Value Added Products and Services	10	7	7	8	2
Total	<u>100</u>	<u>90</u>	<u>59</u>	<u>80</u>	<u>59</u>



Evaluation Committee for Contract:

Ken Thompson

Matthew Mackel

Jonathan Applegate

Emily Jeffrey

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY COUNCIL TO WAIVE THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE (NCMC) SECTION 2.60.220, SUBSECTIONS (B) AND (C) FOR THE POLICE DEPARTMENT'S PURCHASE OF 18 MOTOROLA HANDHELD POLICE RADIOS FROM MOTOROLA SOLUTIONS FOR AN AMOUNT NOT TO EXCEED \$99,868.43; AND AUTHORIZING THE COOPERATIVE PURCHASE OF 8 PANASONIC TOUGHBOOK COMPUTERS FROM GOVCONNECTION, AS ALLOWED IN NCMC SECTION 2.60.260, FOR AN AMOUNT NOT TO EXCEED \$38,978.33 BY UTILIZING NATIONAL COOPERATIVE PURCHASING ALLIANCE CONTRACT NUMBER 01-44

WHEREAS, on March 1, 2016, the City Council adopted Resolution No. 2016-23 authorizing the acceptance of Supplemental Law Enforcement Services Fund (SLESF) grant funds in the amount of \$114,618.25 for the purchase of equipment for the Police Department; and

WHEREAS, the Police Department desires to purchase 18 Motorola Handheld Police Radios for an amount not to exceed \$99,868.43, and 8 Panasonic Toughbook Computers for an amount not to exceed \$38,978.33 by using the \$114,618.25 in SLESF funds and \$24,228.51 of existing SLESF funds carried over from the previous year's grants, for a total cost for all items not to exceed \$138,846.76.

WHEREAS, the City has purchased radios from Motorola Solutions since 1999 who is the sole source provider of Motorola Handheld Police Radios, which are the standardized radio for the Regional Communications System; and

WHEREAS, National City Municipal Code (NCMC) Section 2.60.220(B) provides that the City may waive the bid process if the commodity, regardless of value, can be obtained from only one source and there is no adequate substitute; and

WHEREAS, NCMC Section 2.60.220(C) provides waiving the bid process if the commodity or service to be procured, regardless of value, is required to integrate with or be compatible with existing furnishings, materials, systems, programs or equipment, and the procurement can be timely made from a manufacturer or supplier who previously satisfactorily supplied the particular commodity or service; and

WHEREAS, the City can obtain the best price for 8 Panasonic Toughbook Computers from GovConnection through a cooperative purchase by utilizing National Cooperative Purchasing Alliance (NCPA) Contract No. 01-44; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.220 (B) and (C) for the sole source purchase of 18 Motorola Handheld Police Radios, which are the standardized radio for the Regional Communications System, from Motorola Solutions for an amount not to exceed \$99,868.43 using SLESF grant funds.

BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the National Cooperative Purchasing Alliance's procurement procedures are in substantial compliance with National City's, and pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process for the cooperative purchase of 18 Panasonic Toughbook Computers from GovConnection for an amount not to exceed \$38,978.33 using SLESF grant funds.

PASSED and ADOPTED this 19th day of April, 2016.

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 accepting the name change of Pun & McGeady, LLP to The Pun Group, LLP, and authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and The P

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City accepting the name change of Pun & McGeady, LLP to The Pun Group, LLP, and authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and The Pun Group, LLP, to extend the term of the Agreement for one year, ending June 30, 2017, for the do not exceed amount of \$63,000, for a total do not exceed amount of \$243,000, to provide auditing services for fiscal year ending June 30, 2016.

PREPARED BY: Javier Carcamo, Financial Services Officer

DEPARTMENT: Finance

PHONE: 619-336-4331

APPROVED BY: 

EXPLANATION:

On July 2, 2013, the City Council of the City of National City approved an agreement between the City of National City and Pun & McGeady, LLP to perform independent auditing services for the City for the period of July 9, 2013 through June 30, 2016, corresponding to auditing services provided for the fiscal year ending June 30, 2013 to June 30, 2015, with an option for the City to extend the agreement under the same terms and conditions for up to two (2) additional years beyond the initial contract expiration date.

Pun & McGeady, LLP changed its firm's legal business name to "The Pun Group, LLP," effective April 1, 2016 to reflect the CONSULTANT's expansion and service to a variety of industries.

Staff now seeks approval to exercise the first one (1) year option extension. This Amendment would extend the Agreement for a one-year term ending June 30, 2017 to provide auditing services for fiscal year ending June 30, 2016.

FINANCIAL STATEMENT:

ACCOUNT NO.	
001-417-045-201-0000	\$44,625
502-419-462-201-0000	\$ 3,675
Morgan & Kimball Enterprise Funds	\$14,700

APPROVED:  Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

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

ORDINANCE:

INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution, authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Pun & McGeady, LLP and to change the consultant's legal business name.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

1. Contract Amendment
2. Name Change Letter
3. Resolution

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN THE CITY OF NATIONAL
AND THE PUN GROUP, LLP
(FORMERLY PUN & MCGEADY, LLP)**

THIS FIRST AMENDMENT TO THE AGREEMENT is enter into this 19th day of April, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and THE PUN GROUP, LLP, (formerly PUN & MCGEADY, LLP) (the “CONSULTANT”), an independent auditing firm.

RECITALS

WHEREAS, on July 2, 2013, the City Council adopted Resolution No. 2013-110, authorizing the CITY to enter into a three-year Agreement with Pun & McGeady, LLP (the “Agreement”) for the period of July 9, 2013 through June 30, 2016, wherein Pun & McGeady, LLP agreed to provide independent auditing services for the fiscal years ending June 30, 2013 thru June 30, 2015, for an amount not to exceed \$60,000 per year for a total agreement amount of \$180,000 with an option for the City to extend the term of the Agreement under the same terms and conditions for up to two (2) additional one-year terms beyond the initial contract expiration date; and

WHEREAS, effective April 1, 2016, the Pun & McGeady’s legal business name was changed from “Pun & McGeady, LLP” to “The Pun Group, LLP” to reflect the CONSULTANT’s expansion and service to a variety of industries; and

WHEREAS, the CITY and the CONSULTANT desire to amend the Agreement to extend the term for a one-year period ending June 30, 2017, to provide independent auditing services for Fiscal Year 2016, as set forth in the attached Exhibit “A”, for the do not exceed amount of \$63,000, for a total do not exceed agreement amount of \$243,000.

AGREEMENT

NOW, THEREFORE, the CITY and the CONSULTANT agree as follows:

1. The Agreement dated July 2, 2013, is amended as of April 19, 2016 to change the name of the Consultant from Pun & McGeady, LLP, to The Pun Group, LLP; and
2. This Amendment extends the term of the Agreement for a one-year period ending June 30, 2017, to provide auditing services for the fiscal year ending June 30, 2016, for a not to exceed amount of \$63,000, for a total Agreement do not exceed amount of \$243,000; and
3. The CITY and the CONSULTANT agree that each and every term and provision of the Agreement dated July 2, 2013, not specifically amended, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

THE PUN GROUP, LLP

By: _____
Ron Morrison, Mayor

By: _____
(Name)

(Print)

(Title)

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

EXHIBIT A

<u>Services</u>	<u>OPTIONAL YEARS</u>				
	<u>FY 13</u>	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>	<u>FY 17</u>
City Audit, including CAFR	\$30,000	\$30,000	\$30,000	\$31,500	\$33,075
Single Audit	8,000	8,000	8,000	8,400	8,820
GANN Limit	No Charge	No Charge	No Charge	No Charge	No Charge
Annual State Controllers Report	4,500	4,500	4,500	4,725	4,961
Financial and Compliance Audit of the CDC, including Kimball Towers	7,000	7,000	7,000	7,350	7,718
Separate HUD-required A-133 single audit of Morgan Towers	7,000	7,000	7,000	7,350	7,718
Commission A-133 single audit of federal grants allocable to Housing Choice	3,500	3,500	3,500	3,675	3,859
REAC electronic submission to HUD and <u>related attestations</u>	No charge	No charge	No charge	No Charge	No Charge
Total not to exceed	<u>\$60,000</u>	<u>\$60,000</u>	<u>\$60,000</u>	<u>\$63,000</u>	<u>\$66,150</u>

Included in the above costs are the following services, in accordance with the Request for Proposal (“RFP”) for Audit Services:

- serve as a resource and provide training to professional accounting staff on preparation of financial statements, best practices in conformance with applicable laws, and governmental accounting standards;
- prepare a management letter to the City Manager containing comments and recommendations regarding the auditor’s evaluation of the City’s system of internal controls and accounting procedures;
- make an immediate report to the Audit Committee of the City of National City, City Council, City Manager, City Attorney, and Director of Finance of all indications of irregularities or illegal acts of which they become aware, if any.



March 18, 2016

City of National City
Mark Roberts
Director of Finance
1243 National City Boulevard
National City, CA 91950-4301

RE: Name Change

Dear Mark:

We are excited to share some important news about our company's evolution and how the City of National City may benefit.

Effective April 1, 2016, Pun & McGeady LLP will become The Pun Group, LLP to better align with our expansion to include a group of talented partners to serve a variety of industries. As of today, we have 5 Partners (Kenneth H. Pun, Gary M. Caporicci, Jack F. Georger, Paul Kaymark, and Lisa Lumbard) and over 30 other professionals serving the Governmental Sector in dealing with the ongoing challenges includes implementation of New GASB pronouncements, assisting in increasing operating efficiencies, recommending in improvement of internal controls.

Please let me know if you need further information.

Sincerely,

The Pun Group, LLP
(Formerly Pun & McGeady LLP)

Kenneth H. Pun
Managing Partner

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ACCEPTING THE NAME CHANGE OF PUN & MCGEADY, LLP TO
THE PUN GROUP, LLP, AND AUTHORIZING THE MAYOR TO EXECUTE
THE FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN
THE CITY OF NATIONAL CITY AND THE PUN GROUP, LLP, TO EXTEND
THE TERM OF THE AGREEMENT FOR ONE YEAR, ENDING JUNE 30, 2017,
FOR THE DO NOT EXCEED AMOUNT OF \$63,000, FOR A TOTAL
DO NOT EXCEED AMOUNT OF \$243,000, TO PROVIDE AUDITING
SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2016

WHEREAS, on July 2, 2013, the City Council adopted Resolution No. 2013-110, authorizing the CITY to enter into a three-year Agreement with Pun & McGeady, LLP for the period of July 9, 2013 through June 30, 2016, wherein Pun & McGeady, LLP agreed to provide independent auditing services for the fiscal years ending June 30, 2013 thru June 30, 2015, for an amount not to exceed \$60,000 per year for a total agreement amount of \$180,000 with an option for the City to extend the term of the Agreement under the same terms and conditions for up to two (2) additional one-year terms beyond the initial contract expiration date; and

WHEREAS, effective April 1, 2016, the Pun & McGeady's legal business name was changed from "Pun & McGeady, LLP" to "The Pun Group, LLP" to reflect their expansion and service to a variety of industries; and

WHEREAS, the City and The Pun Group, LLP, desire to amend the Agreement to extend the term for a one-year period ending June 30, 2017, to provide independent auditing services for Fiscal Year 2016 for the do not exceed amount of \$63,000, for a total do not exceed Agreement amount of \$243,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts the name change of Pun & McGeady, LLP, to The Pun Group, LLP, and authorizing the Mayor to execute the First Amendment to the Agreement between the City of National City and The Pun Group to extend the term of the Agreement for one year, ending June 30, 2017, to provide independent auditing services for Fiscal Year 2016 for the not to exceed amount of \$63,000, for a total not to exceed amount of \$243,000.

PASSED and ADOPTED this 19th day of April, 2016.

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 installation of a blue curb handicap parking space with signage in front of the residence at 3108 E. Division Street (TSC) 2016-01. (Engineering and Public Works)

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

MEETING DATE: April 19, 2016

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 3108 E. Division Street (TSC 2016-01).

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 3108 E. Division Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on March 9, 2016, 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 3108 E. Division Street, as per TSC 2016-01.

ATTACHMENTS:

1. Explanation with Location Map
2. Staff Report to the Traffic Safety Committee on March 9, 2016 (TSC 2016-01)
3. Resolution

EXPLANATION

Mrs. Feliza Santos, on behalf of her husband, Mr. Camilo Santos, residents of 3108 E. Division Street, has requested a blue curb handicap parking space in front of their home. Mr. Santos has stated that curbside parking is not readily available because there are parking restrictions across the street, which result in more vehicles parking on his side of the street. Mr. Santos possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles.

Staff performed a site evaluation to determine whether or not accessible parking could be provided on the property based on existing conditions. Staff observed that the property has a driveway but no garage. With Mr. Santos' permission and supervision, staff measured the driveway. The driveway is 19 feet long by 20 feet wide. Staff also measured the driveway slope, which varies between 3.5% to 9.1%. Since the slope exceeds 2%, the driveway does not qualify as an accessible parking space.

The curb length in front of the residential lot is approximately 40 feet. Currently, there are no public blue curb handicap parking spaces provided in the vicinity.

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 for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front 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.*

On March 9, 2016, 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 3108 E. Division Street. Both Mr. and Mrs. Santos attended the Traffic Safety Committee Meeting and spoke on behalf of the item. There was no public opposition to the item. Furthermore, it was communicated to Mr. and Mrs. Santos 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 continuous hours.

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

Location Map with Recommended Enhancements (TSC Item: 2016-01)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR MARCH 9, 2016**

ITEM NO. 2016-01

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB HANDICAP PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 3108 E. DIVISION STREET (BY C. SANTOS)

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

DISCUSSION:

Mr. Camilo Santos, resident of 3108 E. Division Street, has requested a blue curb handicap parking space in front of his home. Mr. Santos has stated that curbside parking is not readily available because there are parking restrictions across the street, which result in more vehicles parking on his side of the street. Mr. Santos possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles.

Staff visited the site and observed that the property has a driveway but no garage. With Mr. Santos' permission and supervision, staff measured the driveway. The driveway is 19 feet long by 20 feet wide. Staff also measured the driveway slope, which varies between 3.5% to 9.1%. Since the slope exceeds 2%, the driveway does not qualify as an accessible parking space.

The curb length in front of the residential lot is approximately 40 feet. Currently, there are no public blue curb handicap parking spaces provided in the vicinity.

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 for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front 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 maybe converted into disabled parking. *This condition is met.*

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates 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 3108 E. Division Street.

EXHIBITS:

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

2016-01

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: SANTOS CAMILO FEB 16 A 9 05

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

FELIZA C. SANTOS

ADDRESS: 3108 EAST DIVISION ST. NATIONAL CITY
LA 91950

EMAIL: _____

PHONE NUMBER: _____

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

1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? YES NO
If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

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

3) Does your residence have a driveway? YES NO
if YES, a) Is the driveway large enough to park a vehicle? YES NO
(minimum of 20' x 12')
b) Is the driveway level? * YES NO (K)
c) Is the driveway sloped/inclined? * YES NO

4) Please write any additional comments here (optional).
PARKING IN THE DRIVEWAY IT'S HARD TO BACK UP
RESKIN BACKING UP,

* Based on field measurements performed by Engineering Staff, the driveway is not level and has a slope that varies between 3.5% and 9.1%.

CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2017

*** D I S A B L E D P E R S O N P L A C A R D ***

PLACARD NUMBER: [REDACTED] PIC: 1 TV: 91

DATE ISSUED: 02/16/16

MO/YR: XN

SANTOS CAMILO P
3108 EAST DIVISION ST

DT FEES RECVD: 02/16/16

NATIONAL CITY
CA 91950
CO: 37



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

E10 613 A7 0000000 0001 CS E10 021616 N1 761155G

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

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

PLACARD#: [REDACTED]
EXPIRES: 06/30/2017
DOB: [REDACTED]
ISSUED: 02/16/16
TYPE: N1

PLACARD HOLDER: SANTOS CAMILO P
3108 EAST DIVISION ST
NATIONAL CITY
CA 91950

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

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

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

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

Location Map with Recommended Enhancements (TSC Item: 2016-01)





**Location of Proposed Blue Curb and Signage at 3108 E. Division Street
(looking southeast)**



**Location of Proposed Blue Curb and Signage at 3108 E. Division Street
(looking south)**



**Sloped Driveway at 3108 E. Division Street
(looking southeast)**



**Close-up of Smart Level at Driveway of 3108 E. Division Street with slope reading of 9.1%
(looking east)**

DISABLED PERSONS PARKING POLICY

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

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

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

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

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

General Requirements

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

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

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

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

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

Special Hardship Cases

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

- (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. 2016 –

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
LOCATED AT 3108 EAST DIVISION STREET

WHEREAS, a resident of 3108 East Division Street, who possesses 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 the home because curbside parking is not readily available due to the parking restrictions across the street that result in more vehicles parking on the resident's side of the street; 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, on March 9, 2016, the Traffic Safety Committee unanimously approved the installation of a blue curb handicap parking space with signage in front of the residence at 3108 East Division Street.

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 residence at 3108 East Division Street.

PASSED and ADOPTED this 19th day of April, 2016.

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 140 feet of additional 3-minute passenger loading for student drop-off/pick-up adjacent to Granger Jr High School at 2101 Granger Avenue. (TSC No. 2016-02) (Engin

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 140 feet of additional 3-minute passenger loading for student drop-off/pick-up adjacent to Granger Jr High School at 2101 Granger Avenue. (TSC No. 2016-02)

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 authorizing the installation of 140 feet of additional 3-minute passenger loading in front of 2101 Granger Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on March 9, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install 140 feet of additional 3-minute passenger loading for increased student drop-off/pick-up turnover.

ATTACHMENTS:

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on March 9, 2016 (TSC No. 2016-02)
3. Notice to area residents and property owners
4. Resolution

EXPLANATION

Mr. Richard Carreon, Principal of Granger Jr. High School, has requested changes to curbside parking on the eastside of Granger Avenue adjacent to the school to provide additional passenger loading for student drop-off/pick-up. Principal Carreon is concerned about safety as some parents double-park to drop-off/pick-up their children, resulting in students walking between vehicles and crossing at undesignated locations. National City Police Department continues to perform random enforcement of these activities.

Principal Carreon also requested construction of a raised crosswalk in front of the school to provide a highly visible, single point of crossing for students. Staff confirmed that the raised crosswalk is currently in final design and will be constructed this summer as part of the City's Capital Improvement Program.

Staff from the Engineering Department met with Principal Carreon to observe conditions during peak periods and discuss potential solutions. Based on the results of this meeting and additional site evaluations, staff recommends changes to curbside parking to extend the existing 180-foot passenger loading zone an additional 140 feet to the south. Passenger Loading Zones assist by reducing congestion, minimizing double-parking, and parking in red curb zones by increasing parking turnover. The existing parking recommended for conversion to passenger loading is unrestricted.

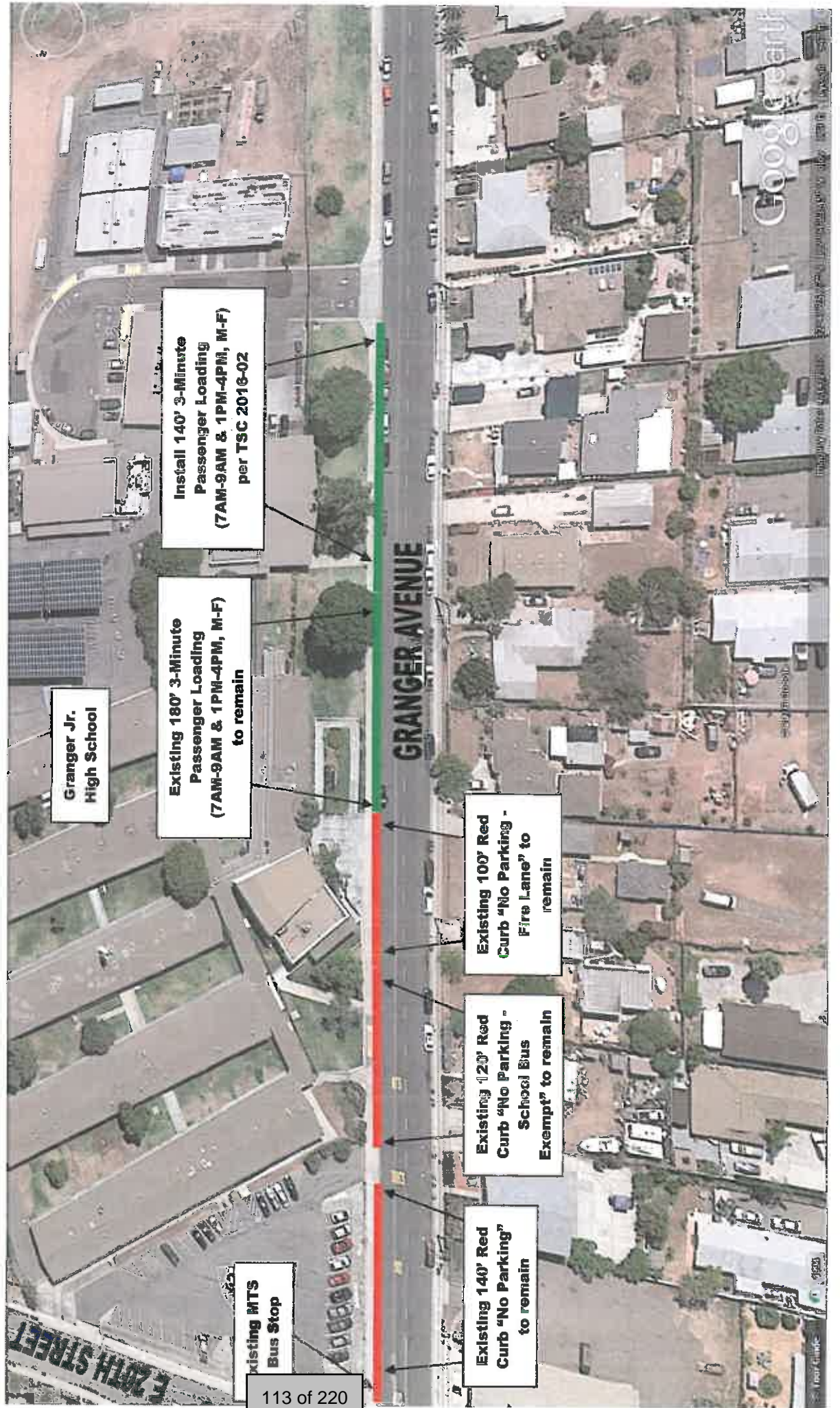
On March 9, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to extend the existing 180-foot passenger loading zone an additional 140 feet to the south with associated signage that reads "Passenger Loading Zone – 3 Minute Parking Only - Times Enforced when School is in Session".

Principal Carreon was present at the Traffic Safety Committee Meeting and spoke on behalf of the item. There was no public opposition to the item.

Staff sent letters to area residents, property owners, and Granger Jr. High School inviting them to attend the City Council Meeting on April 19, 2016.

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

Location Map with Recommended Enhancements (TSC Item: 2016-02)



Granger Jr.
High School

Install 140' 3-Minute
Passenger Loading
(7AM-9AM & 1PM-4PM, M-F)
per TSC 2016-02

Existing 180' 3-Minute
Passenger Loading
(7AM-9AM & 1PM-4PM, M-F)
to remain

Existing MTS
Bus Stop

GRANGER AVENUE

Existing 100' Red
Curb "No Parking -
Fire Lane" to
remain

Existing 120' Red
Curb "No Parking -
School Bus
Exempt" to remain

Existing 140' Red
Curb "No Parking"
to remain

**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR MARCH 9, 2016**

ITEM NO. 2016-02

ITEM TITLE: REQUEST TO INSTALL 140 FEET OF ADDITIONAL 3-MINUTE PASSENGER LOADING FOR STUDENT DROP-OFF/PICK-UP ON GRANGER AVENUE ADJACENT TO GRANGER JR HIGH SCHOOL (BY PRINCIPAL R. CARREON)

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

DISCUSSION:

Mr. Richard Carreon, Principal of Granger Jr. High School, has requested changes to curbside parking on the eastside of Granger Avenue adjacent to the school to provide additional passenger loading for student drop-off/pick-up. Principal Carreon is concerned about safety as parents often double-park to drop-off/pick-up their children, resulting in students walking between vehicles and crossing at undesignated locations due to a shortage of designated passenger loading areas and parking constraints.

Staff from the Engineering Department met with Principal Carreon to observe conditions during peak periods and discuss potential solutions.

Based on the results of this meeting and site evaluations, staff recommends changes to curbside parking to extend the existing 180-foot passenger loading zone an additional 140 feet to the south to enhance safety and access. Passenger Loading Zones can also assist with reducing congestion and minimizing double-parking and parking in red curb zones by increasing parking turnover.

Principal Carreon also requested a raised crosswalk in front of the school. This project is already under design as part of the City's Capital Improvement Program (CIP).

STAFF RECOMMENDATION:

Staff recommends the following change to curbside parking adjacent to Granger Jr High School to provide increased passenger loading for student drop-off/pick-up:

- 1) Install 140 feet of "3-Minute Passenger Loading" on Granger Avenue south of the school entrance, restricted between the hours of 7:00 AM - 9:00 AM and 1:00 PM - 4:00 PM, Monday through Friday to allow for student drop-off/pick-up

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos

Kenneth Fernandez

From: Richard Carreon <Richard.Carreon@sweetwaterschools.org>
Sent: Wednesday, January 20, 2016 3:31 PM
To: Stephen Manganiello; Kenneth Fernandez
Subject: Traffic safety and enhancement at Granger Junior High.

Hi Steve,

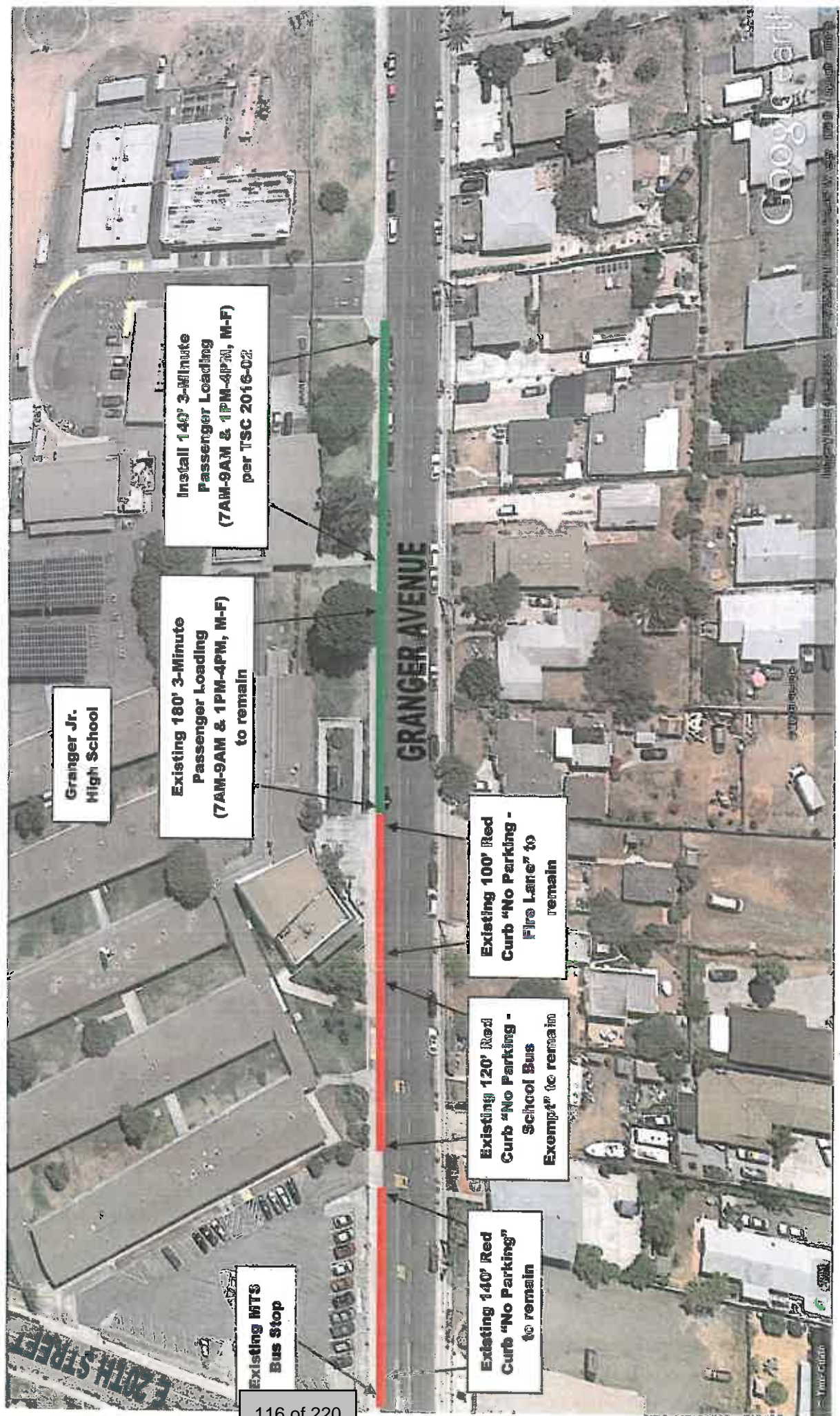
Thank you for coming out and looking at the traffics concerns at out site. Please accept this as a formal request to install the following improvements:

- Raised crosswalk in front of the school
- expanded loading zone

Thank you for your time and consideration.

Rich Carreon

Location Map with Recommended Enhancements (TSC Item: 2016-02)





Granger Avenue adjacent to Granger Jr. High School at southerly limit of work (looking northeast)



Granger Avenue adjacent to Granger Jr. High School at northerly limit of work and southerly end of existing loading zone (looking northeast)



March 24, 2016

Property Owner(s)/Resident(s)/Institution
National City, CA 91950

RE: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2016-02

REQUEST TO INSTALL 140 FEET OF ADDITIONAL 3-MINUTE
PASSENGER LOADING FOR STUDENT DROP-OFF/PICK-UP ON
GRANGER AVENUE ADJACENT TO GRANGER JR HIGH SCHOOL

Dear Sir/Madame:

The City of National City would like to inform you that the subject-referenced item was unanimously recommended for approval by the Traffic Safety Committee on Wednesday, March 9, 2016, (See attached location map).

This item will now be presented to the City Council of the City of National City for approval on **Tuesday, April 19, 2016, at 6:00 P.M.** The public meeting will be held in the 2nd floor Council Chambers of the Civic Center Building located at 1243 National City Boulevard. As a member of the community and general public, you are invited to attend this meeting.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2016-02.

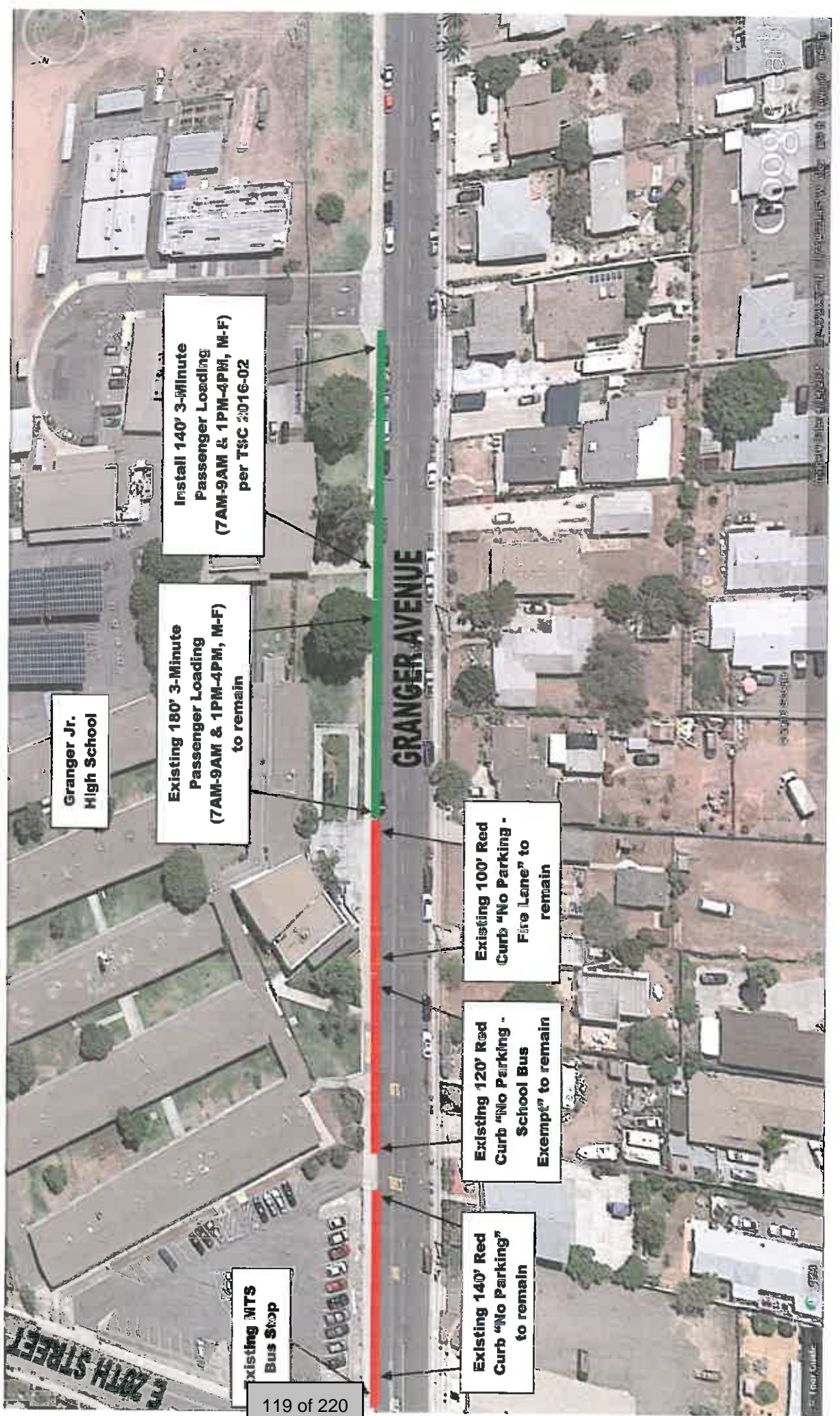
Sincerely,

Stephen Manganiello
City Engineer

SM:kf

2016-02

Location Map with Recommended Enhancements (TSC Item: 2016-02)



RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF 140 FEET OF ADDITIONAL 3-MINUTE
PASSENGER LOADING FOR STUDENT DROP-OFF/PICK-UP ADJACENT TO
GRANGER JR. HIGH SCHOOL LOCATED AT 2101 GRANGER AVENUE

WHEREAS, the Principal of Granger Jr. High School, has requested changes to curbside parking on the eastside of Granger Avenue adjacent to the school to provide additional passenger loading for student drop-off/pick-up to reduce congestion, minimizing double-parking, and parking in red curb zones, and to enhance safety; and

WHEREAS, after conducting an inspection and review during peak periods, staff recommends changes to curbside parking to extend the existing 180-foot passenger loading zone an additional 140 feet to the south with associated signage to reduce congestion, minimizing double-parking, and parking in red curb zones; and

WHEREAS, on March 9, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to extend the existing 180-foot passenger loading zone an additional 140 feet to the south with associated signage that reads "Passenger Loading Zone – 3 Minute Parking Only - Times Enforced when School is in Session".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of 140 feet of additional 3-minute passenger loading for student drop-off/pick-up with associated signage that reads "Passenger Loading Zone – 3 Minute Parking Only – Times Enforced when School is in Session" adjacent to Granger Jr. High School located at 2101 Granger Avenue to reduce congestion, minimizing double-parking, and parking in red curb zones, and to enhance safety.

PASSED and ADOPTED this 19th day of April, 2016.

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 #37 for the period of 03/09/16 through 03/15/16 in the amount of \$2,592,771.47.
(Finance)

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #37 for the period of 03/09/16 through 03/15/16 in the amount of \$2,592,771.47.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 03/09/16 through 03/15/16.

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>
City of San Diego	322336	58,705.45	Dispatch Services / Jul-Sep 2016 / Fire
M A Stevens Construction	322400	190,349.02	Library Remodel Project
Western Rim Constructors	322469	388,883.86	Kimball and El Toyon Projects
Public Emp Ret System	3092016	348,176.66	Service Period 2/16/16 - 2/29/16

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Reimbursement total \$2,592,771.47

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 \$2,592,771.47

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #37



**WARRANT REGISTER #37
3/15/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CITY OF SAN DIEGO	DISPATCH SERVICES / JUL-SEP 2016 / FIRE	322336	3/14/16	58,705.45
3M	WHELEN/JUSTICE MOUNTING ASSEMBLY/PD	322337	3/15/16	19,260.00
49ER COMMUNICATIONS INC	BENDIX KING RADIO MICROPHONE / FIRE	322338	3/15/16	481.84
ACME SAFETY & SUPPLY CORP	5- 30X36 ENG GRADE ALUM / PW	322339	3/15/16	568.44
AEP CALIFORNIA LLC	AEP-MISC PC DIAGNOSE / PD	322340	3/15/16	946.30
AETNA RESOURCES FOR LIVING	EMP ASSISTANCE PROGRAM/MAR 2016	322341	3/15/16	805.50
ALDEMCO	CONSUMABLES- NUTRITION CENTER	322342	3/15/16	4,986.25
ALIGNMENT EXPRESS	PARTS - DAYTON U BOLT KIT	322343	3/15/16	1,640.85
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	322344	3/15/16	935.92
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET	322345	3/15/16	26,024.05
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS	322346	3/15/16	1,420.00
AT&T	PHONE SERVICES / 1/13/16 - 2/12/16	322347	3/15/16	7,427.31
ATKINS NORTH AMERICA INC	FY 2016 SEWER SERVICES	322348	3/15/16	1,485.00
AUSTIN DOORS	CITY WIDE ROLL UP DOOR SERVICES	322349	3/15/16	1,092.24
BANC OF AMERICA	CAT LOADER EQUIP LEASE PMT 3/24/16	322350	3/15/16	3,077.02
BOOT WORLD	MOP#64096 SAFETY APPAREL	322351	3/15/16	375.00
BRIAN COX MECHANICAL INC	CITY WIDE HVAC	322352	3/15/16	218.00
BROADWAY AUTO ELECTRIC	MOP#72447 AUTO SUPPLIES	322353	3/15/16	654.00
BROADWAY AUTO GLASS	WINDSHIELD GREEN TINT / PW	322354	3/15/16	240.40
CAL UNIFORMS INC	A2874 GOLD PLATE CROSSED BUGLES	322355	3/15/16	442.37
CALIFORNIA COMMERCIAL SECURITY	REPLACEMENT & INSTALLATION OF DOOR / PW	322356	3/15/16	6,891.64
CEB	CA GOV TORT LIABILITY AUTO UPDATE	322357	3/15/16	217.12
CHILDREN'S HOSPITAL	FORENSIC SERVICES / POLICE	322358	3/15/16	2,440.00
CLEAN HARBORS	HOUSEHOLD HAZARDOUS WASTE	322359	3/15/16	747.00
CLF WAREHOUSE	CLAMP / PW	322360	3/15/16	158.68
COMMERCIAL AQUATIC SERVICE INC	I16-0043 / CHEMICALS FOR POOL / PW	322361	3/15/16	2,138.44
CORNEJO, J	REIMB: 24 HR PERISHABLE SKILLS	322362	3/15/16	102.90
COUNTY OF SAN DIEGO	RECORDING DOCUMENTS/HOUSING	322363	3/15/16	20.00
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - FEB 2016	322364	3/15/16	12,578.50
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / JAN 2016	322365	3/15/16	1,406.24
COX COMMUNICATIONS	INTERNET SERVICE / MARCH 2016	322366	3/15/16	174.00
CPOA	TUITION: PITCHESS MOTION/PD	322367	3/15/16	190.00
CYNTHIA TITGEN CONSULTING INC	RISK MANAGMENT CONSULTANT SVCS	322368	3/15/16	2,775.00
DANIELS TIRE SERVICE	SUPPLIES / PW	322369	3/15/16	4,963.18
DATA TICKET INC	APPEALS & ON-LINE ACCESS / FEB 2016 / NS	322370	3/15/16	3,472.05
DEPT OF JUSTICE	NEW EMP FINGERPRINT TEST/JAN 2016	322371	3/15/16	772.00
DIAZ, E	REIMB: FIREHOUSE CONFERENCE	322372	3/15/16	45.00
DION INTERNATIONAL TRUCK INC	BELT FAN / PW	322373	3/15/16	218.90
DOKKEN ENGINEERING	PLAZA BLVD. PROJECT	322374	3/15/16	11,095.27
DRACO TRUCKS & EQUIPMENT INC	GASKET, EXH / PW	322375	3/15/16	107.88
DUNBAR ARMORED INC	ARMORED SERVICES / MARCH 2016	322376	3/15/16	220.75
DUNBAR ARMORED INC	ARMORED SERVICES / JAN - FEB 2016	322377	3/15/16	398.88
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE MANAGEMENT	322378	3/15/16	14,516.51
FIRE ETC	PRO WARRINGTON STATION BOOTS / FIRE	322379	3/15/16	261.60
FIRE SERVICE SPECIF & SUPPLY	SERVICE WORK ON RESCUE TOOLS / FIRE	322380	3/15/16	1,293.88
FRANK TOYOTA	SWITCH ASSY BACK / PW	322381	3/15/16	54.60
GOLDEN WEST COLLEGE	TUITION: SUPERVISORY COURSE/PD	322382	3/15/16	254.00
GOVERNMENTJOBS COM INC	NEOGOV ANNUAL CONFERENCE / HR	322383	3/15/16	9,400.00



**WARRANT REGISTER #37
3/15/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GRAINGER	RESTORATION DEHUMIDIFIER / PW	322384	3/15/16	4,064.35
HANDCUFF WAREHOUSE	BLACK FINISH HANDCUFFS / POLICE	322385	3/15/16	440.00
HDL COREN & CONE	CONTRACT SVC PROPERTY TAX	322386	3/15/16	2,640.00
HINDERLITER DE LLAMAS & ASSOC	CONTRACT SVC - SALES TAX 1ST QTR	322387	3/15/16	3,209.79
HONEYWELL INTERNATIONAL INC	INV5234984499/5234851675 / BUILDING REPAIRS	322388	3/15/16	3,036.66
HUDSON SAFE T LITE RENTALS	MESH FLAG WITH DOWEL / PW	322389	3/15/16	298.66
HUNTER'S NURSERY INC	MOP#45719 HORTICULTURAL ITEMS	322390	3/15/16	51.52
HYDRO SCAPE PRODUCTS INC	E-Z REACHER / NSD	322391	3/15/16	405.64
INNOVATIVE CONSTRUCTION	KIMBALL PARK IMP. PROJECT	322392	3/15/16	38,213.25
KNOX ATTORNEY SERVICE INC	LEGAL SVCS / OPPOSITION SERVED 2/10/16	322393	3/15/16	62.25
KNOX ATTORNEY SERVICE INC	LEGAL SVCS / OPPOSITION FILED 2/10/16	322394	3/15/16	62.25
KTU&A	NC DOWNTOWN SPECIFIC PROJECT	322395	3/15/16	6,770.00
LANGUAGE LINE SERVICES	LANGUAGE LINE INTERPRETATION SERVICES	322396	3/15/16	76.67
LASER SAVER INC	MOP 45725. INK CARTRIDGES / POLICE	322397	3/15/16	836.22
LINE X SAN DIEGO	3 WEATHER TECH FLOOR LINERS	322398	3/15/16	324.65
LOPEZ, T	TRANSLATION SERVICES / 2/29/2016	322399	3/15/16	70.00
M A STEVENS CONSTRUCTION INC	LIBRARY REMODEL PROJECT	322400	3/15/16	190,349.02
MAN K9 INC	K9 MONTHLY MAINTENANCE TRAINING/PD	322401	3/15/16	1,170.00
MASON'S SAW	MOP#45729 SMALL TOOLS	322402	3/15/16	152.82
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322403	3/15/16	246.60
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322404	3/15/16	140.00
MELLADO DESIGNS	POLO SHIRTS / HOUSING	322405	3/15/16	317.52
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS	322406	3/15/16	1,214.14
MEYERS NAVE	LABOR RELATIONS/NEG SVC	322407	3/15/16	10,494.00
MOSSY NISSAN	OIL CHANGE PACKAGE / PW	322408	3/15/16	75.97
MTS	MTS TROLLEY FLAGGER SERVICE / NSD	322409	3/15/16	124.61
NATIONAL CITY CHAMBER	NC TOURISM MARKETING - JAN 2016	322410	3/15/16	23,951.10
NATIONAL CITY TROPHY	MOP#66556 BUILDING SUPPLIES	322411	3/15/16	20.44
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS	322412	3/15/16	920.23
ORIENTAL TRADING COMP LLC	CRAFT SUPPLIES / COMM SVCS	322413	3/15/16	478.09
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS	322414	3/15/16	413.96
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	322415	3/15/16	498.72
PCS MOBILE	KINGSTON 4GB MEMORY / MIS	322416	3/15/16	119.90
PECK, B	SUBSISTENCE: FIELD TRAINING OFFICER/PD	322417	3/15/16	640.00
PENSKE FORD	MOP#49078 AUTO PARTS / PW	322418	3/15/16	158.99
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS / PW	322419	3/15/16	163.45
PRO BUILD	MOP#45707 SUPPLIES / PW	322420	3/15/16	848.31
PROJECT PROFESSIONALS CORP	PD UPGRADES PROJECT	322421	3/15/16	13,589.82
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / NSD	322422	3/15/16	707.55
PUBLIC AGENCY TRAINING COUNCIL	TUITION: ARMORER COURSE/PD	322423	3/15/16	475.00
RDO EQUIPMENT CO	J/POLE 6' / PW	322424	3/15/16	99.25
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: FIELD TRAINING OFFICER/PD	322425	3/15/16	180.00
ROADONE	MOP 75948 TOWING SVC / PD	322426	3/15/16	2,000.00
RON BAKER CHEVROLET	MOP#45751 AUTO PARTS	322427	3/15/16	781.61
SAFEWAY SIGN COMPANY	STREET SIGNS / PW	322428	3/15/16	6,208.59
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST/JAN 2016	322429	3/15/16	50.00
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO EQUIPMENT	322430	3/15/16	63.00
SAN DIEGO FRICTION PRODUCTS	FITTING / PW	322431	3/15/16	36.66



WARRANT REGISTER #37

3/15/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO PET SUPPLY	MOP 45753 K-9 FOOD - PD	322432	3/15/16	304.69
SAN DIEGO SUPERIOR COURT	AUDIO TRANSCRIPTION/PHOTOCOPIES	322433	3/15/16	73.50
SAN DIEGO UNION TRIBUNE	LEGAL PUBLIC NOTICE / HOUSING	322434	3/15/16	661.40
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	322435	3/15/16	502.60
SANCHEZ, E	REIMB: FIRE INSPECTOR 2D	322436	3/15/16	254.82
SASI	PROCESSING FEES FOR PARTICIPANTS	322437	3/15/16	311.50
SDG&E	GAS & ELECTRIC UTILITIES	322438	3/15/16	41,575.03
SDLISA	ADOBE WEBINAR / CITY ATTORNEY'S OFFICE	322439	3/15/16	15.00
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	322440	3/15/16	1,318.66
SHAPE UP STUDIO	GYM EQUIPMENT ORIENTATION	322441	3/15/16	360.00
SMART & FINAL	MOP 45756 MISC SUPPLIES/PD	322442	3/15/16	50.86
SOLAR CITY	REFUND: PERMIT #74562; 625 Q AVE	322443	3/15/16	250.69
SOUTH BAY FENCE INC	CITY WIDE FENCE REPAIRS	322444	3/15/16	232.74
SOUTH COAST EMERGENCY	REGULATOR ELECTRIC LH RR / PW	322445	3/15/16	430.18
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL AND GAS / PW	322446	3/15/16	126.36
SOUTHWEST SIGNAL SERVICE	LIBRARY LIGHTING / PW	322447	3/15/16	19,063.46
SOUTHWEST SIGNAL SERVICE	INTERSECTION MAINTENANCE / PW	322448	3/15/16	8,687.48
SPARKLETTS	WATER / NUTRITION CENTER	322449	3/15/16	43.59
STAPLES BUSINESS ADVANTAGE	IX500 SCANSNAP / MIS	322450	3/15/16	2,457.88
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	322451	3/15/16	140.10
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	322452	3/15/16	6,025.85
TASER INTERNATIONAL INC	TUITION: TASER INSTRUCTOR/PD	322453	3/15/16	435.00
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE 10/01/15-12/31/15	322454	3/15/16	300.00
THE HOME DEPOT CREDIT SERVICES	ELECTRIC BLOWER VACUUM / PW	322455	3/15/16	154.32
THE LIGHTHOUSE INC	MOP#45726 AUTO PARTS	322456	3/15/16	88.29
U S BANK	CREDIT CARD EXPENSES/CITY ATTORNEY	322457	3/15/16	3,191.42
U S HEALTHWORKS	PRE EMP PHYSICAL & VACCINE	322458	3/15/16	738.00
UNITED RENTALS	FORKLIFT RENTAL / PW	322459	3/15/16	1,173.36
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS / PW	322460	3/15/16	727.36
V & V MANUFACTURING	BADGE REPAIRS / POLICE	322461	3/15/16	1,219.77
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 SUPPLIES / PW	322462	3/15/16	71.84
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE / POLICE	322463	3/15/16	1,127.14
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE / POLICE	322464	3/15/16	711.94
VERIZON WIRELESS	CELLULAR SERVICE / 1/05/16 - 2/04/16	322465	3/15/16	945.58
VILLARIASA, S	SUBSISTENCE: SUPERVISORY COURSE / PD	322466	3/15/16	1,280.00
VISTA PAINT	MOP 68834 MISC PAINT SUPPLIES/NSD	322467	3/15/16	937.70
WEST COAST ARBORISTS, INC.	CONTRACTING SERVICES - TREE TRIMMING / PW	322468	3/15/16	6,771.60
WESTERN RIM CONSTRUCTORS INC	KIMBALL AND EL TOYON PROJECT	322469	3/15/16	388,883.86
WESTFLEX INDUSTRIAL	MOP#63850 SUPPLIES / PW	322470	3/15/16	688.68
WILLY'S ELECTRONIC SUPPLY	MOP#45763 AUTO PARTS / PW	322471	3/15/16	29.32
WILSON, R	ED REIMBURSEMENT	322472	3/15/16	400.00
3M	SERVICE AGREEMENT - SELFCHECK / LIBRARY	322473	3/15/16	7,029.40
ABLE PATROL & GUARD	SECURITY GUARD SERVICE / LIBRARY	322474	3/15/16	3,084.50
AMAZON	BOOKS - LIBRARY	322475	3/15/16	789.04
AMERICAN LIBRARY ASSOC	BOOKMARKS / LIBRARY	322476	3/15/16	33.30
BAKER & TAYLOR	BOOKS- LIBRARY	322477	3/15/16	855.99
BRODART CO	BOOKS - LIBRARY	322478	3/15/16	1,295.40
CALIFONIA PUBLIC LIBRARY	LIBRARY BOARD MEMBERSHIP	322479	3/15/16	100.00



**WARRANT REGISTER #37
3/15/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
GRASS ROOTS PRESS	BOOKS FOR THE LITERACY COLLECTION	322480	3/15/16	634.84
MC GRAW HILL EDUCATION INC	BOOKS FOR THE LITERACY COLLECTION	322481	3/15/16	1,783.31
MIDWEST TAPE	DVD'S/AUDIO BOOKS - LIBRARY	322482	3/15/16	1,023.25
MONARCH COIN & SECURITY INC	RESTROOM TOKENS / LIBRARY	322483	3/15/16	42.00
SIRSIDYNIX 774271	SIRSIDYNIX AUTOMATION SYSTEM / LIBRARY	322484	3/15/16	17,220.23
STAPLES BUSINESS ADVANTAGE	MOP #45704 - SUPPLIES / LIBRARY	322485	3/15/16	446.61
U S POSTMASTER	POSTAGE FOR OVERDUE NOTICES / LIBRARY	322486	3/15/16	98.00
UNIVERSITY OF CALIFORNIA PRESS	MEMBERSHIP / LIBRARY	322487	3/15/16	149.00
SDG&E	GAS AND ELECTRIC UTILITIES / S A	322488	3/15/16	213.88
			A/P Total	1,052,511.54
WIRED PAYMENTS				
TRISTAR RISK MANAGEMENT	FEBRUARY 2016 WC REPLENISHMENT	257064	3/10/16	49,782.03
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 02/16/16 - 02/29/16	3092016	3/9/16	348,176.66
SECTION 8 HAPS				
	Start Date	End Date		
	3/9/2016	3/15/2016		6,336.00
PAYROLL				
Pay period	Start Date	End Date	Check Date	
6	3/1/2016	3/14/2016	3/23/2016	1,135,965.24
			GRAND TOTAL	<u>\$2,592,771.47</u>

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 APRIL, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #38 for the period of 03/16/16 through 03/22/16 in the amount of \$355,000.39. (Finance)

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #38 for the period of 03/16/16 through 03/22/16 in the amount of \$355,000.39.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: Walter Ratero

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 03/16/16 through 03/22/16.

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>
Kinsman Construction Inc	322527	108,415.23	Police Dept. Building Project
Project Professionals Corp	322553	51,354.51	12 th St. & D Ave Project
SDG&E	322572	61,241.69	Gas & Electric Utilities

FINANCIAL STATEMENT:

APPROVED: Walter Ratero

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Reimbursement total \$355,000.39

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 \$355,000.39

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #38



**WARRANT REGISTER #38
3/22/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KONICA MINOLTA	COPIER EQUIPMENT LEASE	322489	3/22/16	1,898.60
AFLAC	AFLAC ACCT BDM36 / APRIL 2016	322490	3/22/16	579.40
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS	322491	3/22/16	235.00
BAVENCOFF JR, D	REIMB: ANNUAL CHIA CONFERENCE/PD	322492	3/22/16	364.77
BOCKS AWARDS INC	SHADOWBOX WITH ROYAL BLUE EDGE / PD	322493	3/22/16	239.97
BOOT WORLD	MOP#64096 SAFETY APPAREL	322494	3/22/16	116.62
BRIAN COX MECHANICAL INC	CITY WIDE HVAC	322495	3/22/16	186.00
CA DEP OF PUBLIC HEALTH	CERTIFICATION RENEWAL/G IBARRA	322496	3/22/16	225.00
CAVENAUGH & ASSOCIATES	TUITION: DUI SEMINAR SFST/PD	322497	3/22/16	558.00
CITY OF SAN DIEGO	CONTRACT SERVICES / FIRE	322498	3/22/16	325.00
COUNTY OF SAN DIEGO	STORMWATER SHARED COST SVC	322499	3/22/16	18,303.00
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEMS	322500	3/22/16	7,810.00
COX COMMUNICATIONS	INTERNET SERVICE / FEB 2016	322501	3/22/16	114.12
CPOA	ANNUAL MEMBERSHIP/D ESPIRITU	322502	3/22/16	470.00
DEPARTMENT OF MOTOR VEHICLES	2016 CA VEHICLE CODE BOOKS	322503	3/22/16	203.98
DIGITAL COMBUSTION INC	FIRE STUDIO SOFTWARE TRAINING / DIAZ	322504	3/22/16	1,370.00
DURON, C	ED REIMBURSEMENT	322505	3/22/16	104.00
E2 MANAGE TECH INC	2020 HOOVER UST PROJECT	322506	3/22/16	5,637.11
EDWARD PROFESSIONAL ADVISORS	TUITION: 2016 TEAM BLDG / PD	322507	3/22/16	4,690.00
EQUIFAX INFORMATION SVCS	EQUIFAX SERVICES / S8	322508	3/22/16	51.40
EXPERIAN	CREDIT CHECKS/INVESTIGATIONS- PD	322509	3/22/16	99.00
EXPRESS PIPE AND SUPPLY CO INC	PLUMBING PARTS & MATERIALS	322510	3/22/16	44.59
FEDEX	SPECIAL DELIVERY CHGS/ HR	322511	3/22/16	21.20
FELLOWS, M	REIMB: APA MEMBERSHIP	322512	3/22/16	295.00
FIT TO WORK INC	ERGONOMIC EVALUATION & REPORT	322513	3/22/16	426.25
GEORGE H WATERS NUTRITION CTR	NH COUNCIL BREAKFAST	322514	3/22/16	1,062.50
GEOSYNTEC CONSULTANTS INC	PARADISE CREEK PROJECT	322515	3/22/16	3,235.36
GORDON, J	REIMB: ANIMAL CARE CONFERENCE/PD	322516	3/22/16	74.29
GORMSEN APPLIANCE CO	CITY WIDE APPLIANCE REPAIRS	322517	3/22/16	706.32
GOVERNMENT FINANCE	MEMBERSHIP RENEWALS/FINANCE	322518	3/22/16	745.00
GRAINGER	MOP#65179 SUPPLIES / PW	322519	3/22/16	751.52
GRANICUS INC	GRANICUS WEBCASTING 3/1/16 -3/31/16	322520	3/22/16	1,477.35
GTC SYSTEMS INC	NETWORK ENGINEERING SERVICES FY16	322521	3/22/16	585.00
HERNANDEZ, R	REIMB: LICENSE RENEWAL	322522	3/22/16	73.52
HYDRO SCAPE PRODUCTS INC	MOP#45720 SUPPLIES / PW	322523	3/22/16	666.73
IRON MOUNTAIN	RECORDS/DOCUMENT STORAGE	322524	3/22/16	157.00
JJJ ENTERPRISES	CITY WIDE FIRE AND SECURITY ALARM	322525	3/22/16	330.00
RIMICCI, K	REFUND: PARKING CITATION	322526	3/22/16	90.00
KINSMAN CONSTRUCTION INC	POLICE DEPT. BUILDING PROJECT	322527	3/22/16	108,415.23
KONICA MINOLTA	COPIER EQUIPMENT LEASE / 2/1/16-2/29/16	322528	3/22/16	4,335.92
LASER SAVER INC	MOP 45725 PRINTER REPAIR/FINANCE	322529	3/22/16	416.79
LIEBERT CASSIDY WHITMORE	FIRE PAYROLL FLSA AUDIT	322530	3/22/16	963.00
LOZANO, M	SUBSISTENCE: DUI SEMINAR / PD	322531	3/22/16	640.00
MACHADO, A	REFUND: PARKING CITATION	322532	3/22/16	70.00
MAINTEX INC	JANITORIAL SUPPLIES-FACILITIES	322533	3/22/16	685.23
MASON'S SAW	REPAIRS AND PURCHASES OF SAWS	322534	3/22/16	945.61
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322535	3/22/16	6,529.50
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322536	3/22/16	2,721.03
MCDUGAL LOVE ECKIS	LIABILITY CLAIM	322537	3/22/16	1,918.62



WARRANT REGISTER #38
3/22/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS	322538	3/22/16	514.85
METRO FIRE & SAFETY	FIRE EXTINGUISHER SYSTEM	322539	3/22/16	395.00
MORRISON, R	REIMB: FRAMES FOR PROCLAMATIONS	322540	3/22/16	45.34
MOSSY NISSAN	PLUG SPARK / PW	322541	3/22/16	383.04
MULDERIG, S	REIMB: CPR TRAINING LUNCH	322542	3/22/16	88.06
NAGLE, D	SUBSISTENCE: 24 HR PERISHABLE SKILLS	322543	3/22/16	384.00
NATIONAL CREDIT REPORTING	CREDIT REPORTING / S8	322544	3/22/16	11.85
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS	322545	3/22/16	388.85
ORKIN	CITY WIDE PEST MAINTENANCE / PW	322546	3/22/16	416.50
PALOMAR COLLEGE FOUNDATION	ENTRANCE TO JOB FAIR / POLICE	322547	3/22/16	75.00
PEACE OFFICERS RESEARCH	PORAC - INS/WORKERS COMP	322548	3/22/16	110.00
PET EMERGENCY & SPECIALTY	ANIMAL CONTROL EXAM	322549	3/22/16	52.00
PORAC LEGAL DEFENSE FUND	LEGAL DEFENSE FUND / POLICE	322550	3/22/16	148.50
PRO BUILD	MOP#45707 SUPPLIES	322551	3/22/16	520.10
PROGRESSIVE ELECTRONICS	REPLACEMENT TRUNK VAULT / PW	322552	3/22/16	82.16
PROJECT PROFESSIONALS CORP	12TH ST. & D AVE. PROJECT	322553	3/22/16	51,354.51
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES	322554	3/22/16	448.49
RANDALL LAMB ASSOCIATES INC	NATIONAL CITY LIBRARY PROJECT	322555	3/22/16	5,232.50
RELY ENVIRONMENTAL	PUBLIC WORKS YARD PROJECT	322556	3/22/16	4,528.82
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: 24 HR PERISHABLE SKILLS/PD	322557	3/22/16	160.00
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: 24 HR PERISHABLE SKILLS/PD	322558	3/22/16	160.00
RODRIGUEZ, G	REFUND: PARKING CITATION	322559	3/22/16	25.00
RODRIGUEZ, M	SUBSISTENCE: 2016 SD POLICE WORKSHOP	322560	3/22/16	402.30
ROJAS, R	REIMB: CHAPLAIN COURSE / PD	322561	3/22/16	1,311.22
S D COUNTY SHERIFF'S DEPT	SDCO RANGE USE / POLICE	322562	3/22/16	500.00
SAN BERNARDINO CNTY SHERIFF'S	TUITION: CERTIFIED MOTORCYCLE INSTRUCTOR	322563	3/22/16	1,159.00
SAN DIEGO COUNTY	WITNESS PROTECTION COURSE / PD	322564	3/22/16	150.00
SAN DIEGO GAS & ELECTRIC	PROPERTY TAXES 1ST INSTALLMENT	322565	3/22/16	520.93
SAN DIEGO MIRAMAR COLLEGE	106 REGIONAL ACADEMY UNITS/PD	322566	3/22/16	483.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: CPR TUITION PAYMENT/PD	322567	3/22/16	69.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: CPR TUITION PAYMENT/PD	322568	3/22/16	46.00
SAN DIEGO REGIONAL	TUITION: CRIME & INTELLIGENCE/PD	322569	3/22/16	622.00
SAN DIEGO REGIONAL	TUITION: MEDIA RELATIONS/PD	322570	3/22/16	295.00
SAN DIEGO REGIONAL PUBLIC	PETTY CASH FUND/PD	322571	3/22/16	8.00
SDG&E	GAS & ELECTRIC UTILITIES	322572	3/22/16	61,241.69
SHANAHAN, M	SUBSISTENCE: CERT MOTORCYCLE COURSE/PD	322573	3/22/16	1,280.00
SMART & FINAL	MOP 45756 MISC SUPPLIES/COMM SVC	322574	3/22/16	48.42
SOUTH BAY MOTORSPORTS	R & M CITY VEHICLES	322575	3/22/16	470.02
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL / PW	322576	3/22/16	34.96
STANICH, C	SUBSISTENCE: 24 HR PERISHABLE SKILLS / PD	322577	3/22/16	384.00
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / PD	322578	3/22/16	1,661.47
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	322580	3/22/16	15,024.72
TOM MOYNAHAN	MOP 45737 TOWING SVC/PD	322581	3/22/16	200.00
TOPECO PRODUCTS	MOP 63849 MISC SUPPLIES/FIRE	322582	3/22/16	30.56
U S BANK	CREDIT CARD EXPENSES/PW	322583	3/22/16	843.63
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	322584	3/22/16	184.50
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS	322585	3/22/16	1,431.40
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 SUPPLIES / PW	322586	3/22/16	498.07
VALLEY POWER SYSTEMS INC	COOLANT SENS	322587	3/22/16	3,419.90



WARRANT REGISTER #38
3/22/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VISTA PAINT	MOP 68834 PAINT SUPPLIES/NSD	322588	3/22/16	480.56
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES-PW	322589	3/22/16	3,001.68
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE DATABASES	322590	3/22/16	473.49
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES/FIRE	322591	3/22/16	471.17
YBARRA, A	SUBSISTENCE: TASER INSTRUCTOR/PD	322592	3/22/16	192.60
			A/P Total	344,427.39
	Start Date	End Date		
SECTION 8 HAPS PAYMENTS	3/16/2016	3/22/2016		10,573.00
		GRAND TOTAL		\$ 355,000.39

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 APRIL, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public Hearing to consider the adoption of the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Blvd. Widening (NC01), Street Resurfacing (NC03), Traffic

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing to consider the adoption of the *TransNet* Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Blvd Widening (NC01), Street Resurfacing (NC03), Traffic Signal Install/Upgrades (NC04) and Citywide Safe Routes to School (NC15).

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY:

EXPLANATION:



See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Hold Public Hearing to consider the adoption of the *TransNet* Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ List of Projects
2. Resolution

EXPLANATION

On November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance). The *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds.

Local agencies receiving *TransNet* funds are required to update their portion of the *TransNet* Local Street Improvement Program of Projects every two years. Based on the estimate of annual *TransNet* local street improvement revenues for Fiscal Years 2017 through 2021 provided by SANDAG, staff proposes the following five-year program:

Project Name (ID)	Project No.	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Plaza Boulevard Widening (NC01)	6569	\$400,000	\$500,000	\$0	\$0	\$0
Street Resurfacing (NC03)	6035	\$200,000	\$300,000	\$700,000	\$800,000	\$1,100,000
Traffic Signal Install/Upgrades (NC04)*	6558	\$216,000	\$71,000	\$28,000	\$86,000	\$138,000
Citywide Safe Routes to School (NC15)	6166	\$200,000	\$200,000	\$400,000	\$400,000	\$400,000
DRAFT <i>TransNet</i> Revenue Forecast (SANDAG - revised 2/2/2016)	Total (est.)	\$1,016,000	\$1,071,000	\$1,128,000	\$1,286,000	\$1,638,000

* \$8,000 from NC04 will be programmed annually to satisfy National City's fair-share contribution to the Regional Arterial Management System (RAMS).

If the above list of projects programmed to receive *TransNet* local streets funding for fiscal years 2017 through 2021 is adopted by City Council, SANDAG staff will program these projects into the 2016 Regional Transportation Improvement Program (RTIP) for SANDAG Board review.

The following page(s) contain the backup material for Agenda Item: Public Hearing of the City Council of the City of National City to consider amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO. |

ITEM TITLE:

[Public Hearing of the City Council of the City of National City to consider amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, proposing to increase the TDIF by 2%, as required by SANDAG, resulting in the fee adjusting from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016.]

PREPARED BY: [Stephen Manganiello]

DEPARTMENT: | Engineering & Public Works

PHONE: [619-336-4382]

APPROVED BY: _____

EXPLANATION:

[See attached.]



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

[N/A]

ENVIRONMENTAL REVIEW:

[N/A]

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

[Hold public hearing to consider amending the previously adopted TDIF schedule and annual adjustment to the TDIF.]

BOARD / COMMISSION RECOMMENDATION:

[N/A]

ATTACHMENTS:

1. Explanation
2. Transportation Impact Fee Program Report (on file at City Clerk's Office)

Explanation

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

The *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System. On February 26, 2016 the SANDAG Board of Directors approved a 2 percent adjustment to the RTCIP, raising the minimum fee from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016.

Per the RTCIP, local agencies are required to implement the annual fee adjustment set by SANDAG. Failure to do so will result in loss of *TransNet* funding for improvements to local streets. If adopted by City Council, the new fee would go into effect on July 1, 2016. A copy of the City's Transportation Impact Fee Program and fee schedule is available at the City Clerk's Office. Public notice was provided by the City Clerk's Office in accordance with Government Code Section 66017.

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 10.53 of the National City Municipal Code pertaining to Regulations for Use of Skateboard Parks. (City Attorney)

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO. |

ITEM TITLE:

An ordinance of the City Council of the City of National City Amending Chapter 10.53 of the National City Municipal Code pertaining to Regulations for Use of Skateboard Parks.

PREPARED BY: Nicole Pedone

DEPARTMENT: City Attorney

PHONE: Ext. 4221

APPROVED BY: 

EXPLANATION:

NCMC Chapter 10.53, Regulation for use of Skateboard Parks, is being amended in response to AB1146, new legislation related to recreational safety effective January 1, 2016 which amended Section 115800 of the California Health and Safety Code. The revisions maintain the City's immunities and protect the City from any claims arising from the use of public skateboard parks. Chapter 10.53 will be amended to add Section 10.53.015 which defines "other wheeled recreational devices" as any non-motorized devices such as bicycles, scooters, in-line skates, roller skates, or wheelchairs. In addition to skateboards, other wheeled recreational devices will now be allowed to be used at the skateboard park. Protective gear, including a helmet, elbow pads, and knee pads are required to be used when using a skateboard or other wheeled recreational device at the City's skateboard park. Any motorized devices such as motorized vehicles, skateboards, or skates will not be allowed at the skateboard park. Pursuant to the new legislation, a sign will be posted at the skateboard park notifying all persons riding or using the allowable devices in the skateboard park that they must wear a helmet, elbow pads and knee pads and that failure to comply with the law will subject them to citation under NCMC Chapter 10.53.

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt proposed ordinance.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Strikeout version of Ordinance
Proposed Ordinance

Chapter 10.53

REGULATIONS FOR USE OF SKATEBOARD PARKS

AMENDED 10.53.010 Purpose. This chapter is adopted pursuant to the city's police powers and California Health and Safety Code Section 115800, and any succeeding or related statutes, for the purpose of protecting the city from claims arising from use of the public skateboard parks. Riding or using a skateboard or other wheeled recreational device at a skateboard park is an inherently dangerous recreational activity, and persons using skateboards or other wheeled recreational devices do so at their own risk.

ADDED - 10.53.015 Definitions. For purposes of this Chapter, "other wheeled recreational device" means any of the following non-motorized devices: bicycles, scooters, in-line skates, roller skates, or wheelchairs.

NO CHANGE 10.53.020 Skateboarding prohibited in certain areas. Skateboarding is prohibited in city parks and recreational facilities unless specifically authorized in areas designated by this chapter and as further designated by resolution of the city council. The city designates and maintains as a skateboard park facility that area located within Kimball Park, where the current basketball/tennis courts are sited, and whose boundaries are designated by a fence and sign designating the area as a city skateboard park.

AMENDED 10.53.030 Protective gear required. It is unlawful for any person to ride, operate, or use a skateboard or other wheeled recreational device at any skateboard park located on city property unless that person is wearing a helmet, elbow pads, and knee pads (collectively, "safety equipment") in accordance with the safety equipment manufacturer's recommendations. The safety equipment must be in a serviceable condition.

AMENDED 10.53.040 Skateboard park prohibited activities.

A. The prohibited activities within the premises of any city park, playground, recreational facility, and golf course contained in Section 10.52.010 of this code shall also apply to designated skateboard parks located on city property.

B. No person shall engage in any of the following acts within the premises of any designated skateboard park located on city property:

1. Place or use any unauthorized apparatus, pieces of equipment, or obstacles within the skateboard park;
2. Place or use other materials, including, but not limited to, ramps or jumps, within the skateboard park;
3. Ride or use a skateboard or other wheeled recreational device on wet surfaces;
4. Enter the skateboard park unless actively riding or using a skateboard or other wheeled recreational device;

5. Use, consume, or have within his or her custody or control, food or beverages, within the skateboard park;
6. Enter the skateboard park while under the influence of alcoholic beverages or drugs;
7. Use or possess glass containers, bottles, or other breakable glass objects or products within the skateboard park;
8. Use or engage in intimidation, hazing, bullying, pushing or fighting;
9. Ride or use a skateboard or other wheeled recreational device with more than one rider on the ~~skateboard device~~ at any one time;
10. Ride, operate or use any device other than a skateboard or other wheeled recreational device in the skateboard park as permitted herein. Prohibited devices include, but are not limited to any motorized, ~~rollerskates, in-line skates, bicycles, motorized~~ vehicles, ~~motorized~~ skateboards ~~and~~ or ~~motorized~~ skates.

AMENDED 10.53.050 Signs. The ~~director~~ City will post signage at the skateboard park affording reasonable notice that any person riding a skateboard in the skateboard park must wear a helmet, elbow pads, and kneepads, and that any person failing to do so will be subject to citation under this chapter. The signage will state at a minimum the following:

SKATEBOARDING OR USE OF NON-MOTORIZED BICYCLES, SCOOTERS, IN-LINE SKATES, ROLLER SKATES, OR WHEELCHAIRS ONLY. THIS SKATEBOARD PARK IS NOT SUPERVISED. SKATEBOARDING OR USE OF A SKATEBOARD PARK IS HAZARDOUS. SKATEBOARD USE AT YOUR OWN RISK. THE NATIONAL CITY MUNICIPAL CODE REQUIRES PERSONS USING THIS SKATEBOARD PARK TO WEAR A HELMET, ELBOW PADS, AND KNEE PADS. NO UNAUTHORIZED APPARATUS, PIECES OF EQUIPMENT, OR OBSTACLES. FAILURE TO COMPLY IS UNLAWFUL AND MAY BE SUBJECT TO CITATION UNDER NCMC CHAPTER 10.53.

NO CHANGE 10.53.060 Violations. Every act prohibited or declared unlawful and every failure to perform an act made mandatory by this chapter shall be prosecuted as a misdemeanor or an infraction as provided in Section 1.20.010 of this code and in accordance with Chapter 1.20 of this code.

ORDINANCE NO. 2016 – 2412

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING CHAPTER 10.53 OF THE NATIONAL CITY MUNICIPAL CODE
PERTAINING TO REGULATIONS FOR USE OF SKATEBOARD PARKS

Section 1. Title 10 of the National City Municipal Code is amended by amending the Table of Contents of Chapter 10.53 to read as follows:

Chapter 10.53

REGULATIONS FOR USE OF SKATEBOARD PARKS

Sections:

- 10.53.010 Purpose.
- 10.53.015 Definitions.
- 10.53.020 Skateboarding prohibited in certain areas.
- 10.53.030 Protective gear required.
- 10.53.040 Skateboard Park prohibited activities.
- 10.53.050 Signs.
- 10.53.060 Violations.

Section 2. That Chapter 10.53 is amended to read as follows:

10.53.010 Purpose. This chapter is adopted pursuant to the city's police powers and California Health and Safety Code Section 115800, and any succeeding or related statutes, for the purpose of protecting the city from claims arising from use of the public skateboard parks. Riding or using a skateboard or other wheeled recreational device at a skateboard park is an inherently dangerous recreational activity, and persons using skateboards or other wheeled recreational devices do so at their own risk.

10.53.015 Definitions. For purposes of this Chapter, "other wheeled recreational device" means any of the following non-motorized devices: bicycles, scooters, in-line skates, roller skates, or wheelchairs.

10.53.020 Skateboarding prohibited in certain areas. Skateboarding is prohibited in city parks and recreational facilities unless specifically authorized in areas designated by this chapter and as further designated by resolution of the city council. The city designates and maintains as a skateboard park facility that area located within Kimball Park, where the current basketball/tennis courts are sited, and whose boundaries are designated by a fence and sign designating the area as a city skateboard park.

10.53.030 Protective gear required. It is unlawful for any person to ride, operate, or use a skateboard or other wheeled recreational device at any skateboard park located on city property unless that person is wearing a helmet, elbow pads, and knee pads (collectively, "safety equipment") in accordance with the safety equipment manufacturer's recommendations. The safety equipment must be in a serviceable condition.

10.53.040 Skateboard park prohibited activities.

A. The prohibited activities within the premises of any city park, playground, recreational facility, and golf course contained in Section 10.52.010 of this code shall also apply to designated skateboard parks located on city property.

B. No person shall engage in any of the following acts within the premises of any designated skateboard park located on city property:

1. Place or use any unauthorized apparatus, pieces of equipment, or obstacles within the skateboard park;
2. Place or use other materials, including, but not limited to, ramps or jumps, within the skateboard park;
3. Ride or use a skateboard or other wheeled recreational device on wet surfaces;
4. Enter the skateboard park unless actively riding or using a skateboard or other wheeled recreational device;
5. Use, consume, or have within his or her custody or control, food or beverages, within the skateboard park;
6. Enter the skateboard park while under the influence of alcoholic beverages or drugs;
7. Use or possess glass containers, bottles, or other breakable glass objects or products within the skateboard park;
8. Use or engage in intimidation, hazing, bullying, pushing or fighting;
9. Ride or use a skateboard or other wheeled recreational device with more than one rider on the device at any one time;
10. Ride, operate, or use any device other than a skateboard or other wheeled recreational device in the skateboard park as permitted herein. Prohibited devices include, but are not limited to any motorized vehicles, skateboards, or skates.

10.53.050 Signs. The City will post signage at the skateboard park affording reasonable notice that any person riding a skateboard in the skateboard park must wear a helmet, elbow pads, and kneepads, and that any person failing to do so will be subject to citation under this chapter. The signage will state at a minimum the following:

SKATEBOARDING OR USE OF NON-MOTORIZED BICYCLES, SCOOTERS, IN-LINE SKATES, ROLLER SKATES, OR WHEELCHAIRS ONLY. THIS SKATEBOARD PARK IS NOT SUPERVISED. SKATEBOARDING OR USE OF A SKATEBOARD PARK IS HAZARDOUS. USE AT YOUR OWN RISK. THE NATIONAL CITY MUNICIPAL CODE REQUIRES PERSONS USING THIS SKATEBOARD PARK TO WEAR A HELMET, ELBOW PADS, AND KNEE PADS. NO UNAUTHORIZED APPARATUS, PIECES OF EQUIPMENT, OR OBSTACLES. FAILURE TO COMPLY IS UNLAWFUL AND MAY BE SUBJECT TO CITATION UNDER NCMC CHAPTER 10.53.

10.53.060 Violations. Every act prohibited or declared unlawful and every failure to perform an act made mandatory by this chapter shall be prosecuted as a misdemeanor or an infraction as provided in Section 1.20.010 of this code and in accordance with Chapter 1.20 of this code.

PASSED and ADOPTED this 19th day of April, 2016.

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 adopting the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Blvd Widening (NC01), Street Re

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City adopting the *TransNet* Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Blvd Widening (NC01), Street Resurfacing (NC03), Traffic Signal Install/Upgrades (NC04) and Citywide Safe Routes to School (NC15); and authorizing receipt of corresponding *TransNet* Proposition A Funds.

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 336-4382

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. 307-0000-3466

APPROVED: _____ MIS

Resolution will authorize the receipt of *TransNet* Proposition A Funds from SANDAG to National City.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ List of Projects
2. Resolution

EXPLANATION

On November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance). The *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds.

Local agencies receiving *TransNet* funds are required to update their portion of the *TransNet* Local Street Improvement Program of Projects every two years. Based on the estimate of annual *TransNet* local street improvement revenues for Fiscal Years 2017 through 2021 provided by SANDAG, staff proposes the following five-year program:

Project Name (ID)	Project No.	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Plaza Boulevard Widening (NC01)	6569	\$400,000	\$500,000	\$0	\$0	\$0
Street Resurfacing (NC03)	6035	\$200,000	\$300,000	\$700,000	\$800,000	\$1,100,000
Traffic Signal Install/Upgrades (NC04)*	6558	\$216,000	\$71,000	\$28,000	\$86,000	\$138,000
Citywide Safe Routes to School (NC15)	6166	\$200,000	\$200,000	\$400,000	\$400,000	\$400,000
DRAFT <i>TransNet</i> Revenue Forecast (SANDAG - revised 2/2/2016)	Total (est.)	\$1,016,000	\$1,071,000	\$1,128,000	\$1,286,000	\$1,638,000

* \$8,000 from NC04 will be programmed annually to satisfy National City's fair-share contribution to the Regional Arterial Management System (RAMS).

On April 19, 2016, in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31, the City Council of the City of National City held a noticed public hearing that clearly identified the proposed list of projects as summarized above.

If the above list of projects programmed to receive *TransNet* local streets funding for fiscal years 2017 through 2021 is adopted by City Council, SANDAG staff will program these projects into the 2016 Regional Transportation Improvement Program (RTIP) for SANDAG Board review. Appropriations will be requested annually through the Capital Improvement Program budget.

It shall be noted that the accompanying Resolution contains provisions required by SANDAG, which have been reviewed and accepted by staff. While one such provision is a "hold harmless" provision, staff has determined that risk to the City is minimal since SANDAG's involvement in National City's *TransNet*-funded projects is limited to accounting processes and financial audits.

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ADOPTING THE *TRANSNET* LOCAL STREET IMPROVEMENT PROGRAM OF
PROJECTS FOR NATIONAL CITY FOR FISCAL YEARS 2017 THROUGH 2021
CONSISTING OF THE FOLLOWING PROJECTS: PLAZA BLVD WIDENING (NC01),
STREET RESURFACING (NC03), TRAFFIC SIGNAL INSTALL/UPGRADES (NC04),
AND CITYWIDE SAFE ROUTES TO SCHOOL (NC15).

WHEREAS, on November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance); and

WHEREAS, the *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds; and

WHEREAS, the City of National City was provided with an estimate of annual *TransNet* local street improvement revenues for fiscal years 2017 through 2021; and

WHEREAS, the City of National City has held a noticed public meeting with an agenda item that clearly identified the proposed list of projects prior to approval of the projects by the City Council in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31.

NOW THEREFORE, BE IT RESOLVED that pursuant to Section 2(C)(1) of the *TransNet* Extension Ordinance, the City of National City certifies that no more than 30 percent of its annual revenues shall be spent on local street and road maintenance-related projects.

BE IT FURTHER RESOLVED that pursuant to Section 4(E)(3) of the *TransNet* Extension Ordinance, the City of National City certifies that all new projects, or major reconstruction projects, funded by *TransNet* revenues shall accommodate travel by pedestrians and bicyclists, and that any exception to this requirement permitted under the *TransNet* Extension Ordinance and proposed shall be clearly noticed as part of the City of National City's public hearing process.

BE IT FURTHER RESOLVED that pursuant to Section 8 of the *TransNet* Extension Ordinance, the City of National City certifies that the required minimum annual level of local discretionary funds to be expended for street and road purposes will be met throughout the five year period consistent with the most recent Maintenance of Effort Requirements adopted by SANDAG.

BE IT FURTHER RESOLVED that pursuant to Section 9A of the *TransNet* Extension Ordinance, the City of National City certifies that it will exact \$2,357, plus all applicable annual increases, from the private sector for each newly constructed residential housing unit in that jurisdiction, and shall contribute such exactions to the Regional Transportation Congestion Improvement Program.

BE IT FURTHER RESOLVED that pursuant to Section 13 of the *TransNet* Extension Ordinance, the City of National City certifies that it has established a separate Transportation Improvement Account for *TransNet* revenues with interest earned expended only for those purposes for which the funds were allocated.

BE IT FURTHER RESOLVED that pursuant to Section 18 of the *TransNet* Extension Ordinance, the City of National City certifies that each project of \$250,000 or more will be clearly designated during construction with *TransNet* project funding identification signs.

BE IT FURTHER RESOLVED that the City of National City does hereby certify that all other applicable provisions of the *TransNet* Extension Ordinance and SANDAG Board Policy No. 031 have been met.

BE IT FURTHER RESOLVED that the City of National City agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to the City of National City's *TransNet* funded projects.

PASSED and ADOPTED this 19th day of April, 2016.

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: A Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO.

ITEM TITLE:

A Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code section 66017, approving an increase in the TDIF by 2%, as required by SANDAG, resulting in the fee adjusting from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016.

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. Transportation Impact Fee (TIF) Fund

APPROVED: _____ MIS

Funds will be deposited into the following Revenue Accounts: 325-00139-3162 and 325-00139-3163

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution amending the previously adopted TDIF schedule and annual adjustment to the TDIF.

BOARD / COMMISSION RECOMMENDATION:

N/A.

ATTACHMENTS:

1. Explanation
2. Resolution

Explanation

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

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

The *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System. On February 26, 2016, the SANDAG Board of Directors approved a 2 percent adjustment to the RTCIP, raising the minimum fee from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016.

The following summarizes the adjusted Transportation Development Impact Fee (TDIF) schedule for new residential development, which will go into effect on July 1, 2016, if adopted by City Council. The TDIF shall be collected prior to the issuance of any building permit for new residential development in the City of National City. A copy of the City’s Transportation Impact Fee Program and fee schedule is available at the City Clerk’s Office.

<i>Residential Land Use</i>	<i>Fee</i>
<i>Single-family</i>	<i>\$ 2,357 per dwelling unit</i>
<i>Multi-family</i>	<i>\$ 2,357 per dwelling unit</i>

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 4.52.100, AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN INCREASE IN THE TDIF BY 2%, AS REQUIRED BY SANDAG, RESULTING IN THE FEE ADJUSTING FROM \$2,310 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,357 PER UNIT BEGINNING JULY 1, 2016

WHEREAS, in November 2004, San Diego County voters approved local Proposition “A” extending the TransNet ½ cent sales tax to fund the region’s transportation system for 40 years; and

WHEREAS, as part of Proposition “A” and the *TransNet* Extension Ordinance, the Regional Transportation Congestion Improvement Program (RTCIP) was created to ensure that new development directly invests in the region’s transportation system to offset the negative impacts of growth on congestion and mobility; and

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

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

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

WHEREAS, on February 26, 2016, the SANDAG Board of Directors approved a 2 percent (2%) adjustment to the RTCIP, raising the minimum fee from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016, as summarized below:

<i>Residential Land Use</i>	<i>Fee</i>
<i>Single-family</i>	<i>\$ 2,357 per dwelling unit</i>
<i>Multi-family</i>	<i>\$ 2,357 per dwelling unit</i>

(A copy of the City’s Transportation Impact Fee Program and fee schedule is available in the Office of the City Clerk).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes amending the previously adopted Transportation Development Impact Fee (TDIF) Schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100, and consistent with Government Code Section 66017, approving an increase in the TDIF by 2%, as required by SANDAG, resulting in the fee adjusting from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016

PASSED and ADOPTED this 19th day of April, 2016.

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 - Saint Anthony Church Festival at 1816 Harding Avenue from June 11, 2016 to June 12, 2016 with no waivers of fees. (Neighborhood Services)

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit—Saint Anthony Church Festival at 1816 Harding Avenue from June 11, 2016 to June 12, 2016 with no waivers of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from Saint Anthony of Padua Church to conduct the Saint Anthony Church Festival at 1816 Harding Avenue from June 11, 2016 to June 12, 2016. The festival's hours are as follows: June 11th from 12 p.m. to 10 p.m., and June 12th from 6 a.m. to 8 p.m. This event will consist of food and game booths, musical entertainment and concession canopies with a total of thirty tents size 10x10 and one tent size 10x60. Portable restrooms will be provided by the applicant.

The applicant is requesting to close Harding Avenue between 18th Street and 19th Street on June 11, 2016 at 5:00 a.m. through June 12, 2016 until 8 p.m. MTS bus services will be notified due to impacted bus stop location on Harding Avenue and requested street closure.

Note: this event was approved in 2013, 2014, and 2015 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$237.00 for processing the TUP through various City departments plus \$165.61 for Public Works, and \$500.00 for Fire inspection.
Total Fees are \$902.61

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.

RECEIVED

MAR 23 2016

Neighborhood Services Department
City of National City



Type of Event:

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Public Concert | <input type="checkbox"/> Fair | <input checked="" 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: Saint Anthony Church Festival

Event Location: 1816 Harding ave , National City, CA 91950

Event Date(s): From 06/11/16 to 06/12/16

Actual Event Hours: Sat 06/11/16 12:00 PM to 10:00 PM 6/12/16 6Am to 8pm

Total Anticipated Attendance: 400 (100 Participants 300 Spectators)

Setup/assembly/construction Date: 06/11/16 Start time: 5:00 AM

Please describe the scope of your setup/assembly work (specific details): _____
5AM set up canopies, 7AM stage set up, 9AM set up tables and chairs, tables for booths, 10AM Church group

Dismantle Date: 06/12/16 Completion Time: 8 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 Ave between 18th & 19th street, closed at 5AM (6/11/16) Re-opened on 6/12/16 at 8PM

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: St. Anthony of Padua Church

Chief Officer of Organization (Name) Rev. Jose Edmundo Zarate- Suarez

Applicant (Name): St. Anthony of Padua Church

Address: 410 W. 18th Street National City

Daytime Phone: 619-477-4520 Evening Phone: _____

Fax: 619-477-8708 E-Mail: stanthonyofpadua@sbcglobal.net

Contact Person "on site" day of the event: Vince Taijeron Cellular: 619-300-2976

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): _____

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

\$ n/a Estimated Expenses for this event.

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

**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.

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

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 & Concessions

OVERALL EVENT DESCRIPTION

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? *please see attached diagram 1* If YES: Number of tent/canopies 30 Sizes 10x10

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: 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

SAFETY/SECURITY/ACCESSIBILITY

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: Notified a week prior to event

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan: Parking next to hall, and 19th & Wilson avenue, and surrounding streets

Please describe your plan for DISABLED PARKING: Mark 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: 3
Type of Music: Mariachi, Folklorico & Praise

YES NO Will sound amplification be used? If YES, please indicate:

Start time: 11AM-10 PM Finish Time 6AM to 5 PM
Saturday 6/11/16 *Sunday 6/12/16*

YES NO Will sound checks be conducted prior to the event? If YES, please indicate:

Start time: 9:00 AM Finish Time 10 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 booth & stage

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 St. Anthony of Padua Church
Person in Charge of Activity Rev. Jose Edmundo Zarate-Suarez
Address 410 W. 18th Street National City, CA 91950
Telephone 619-477-4520 Date(s) of Use 06/11-12/16

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.

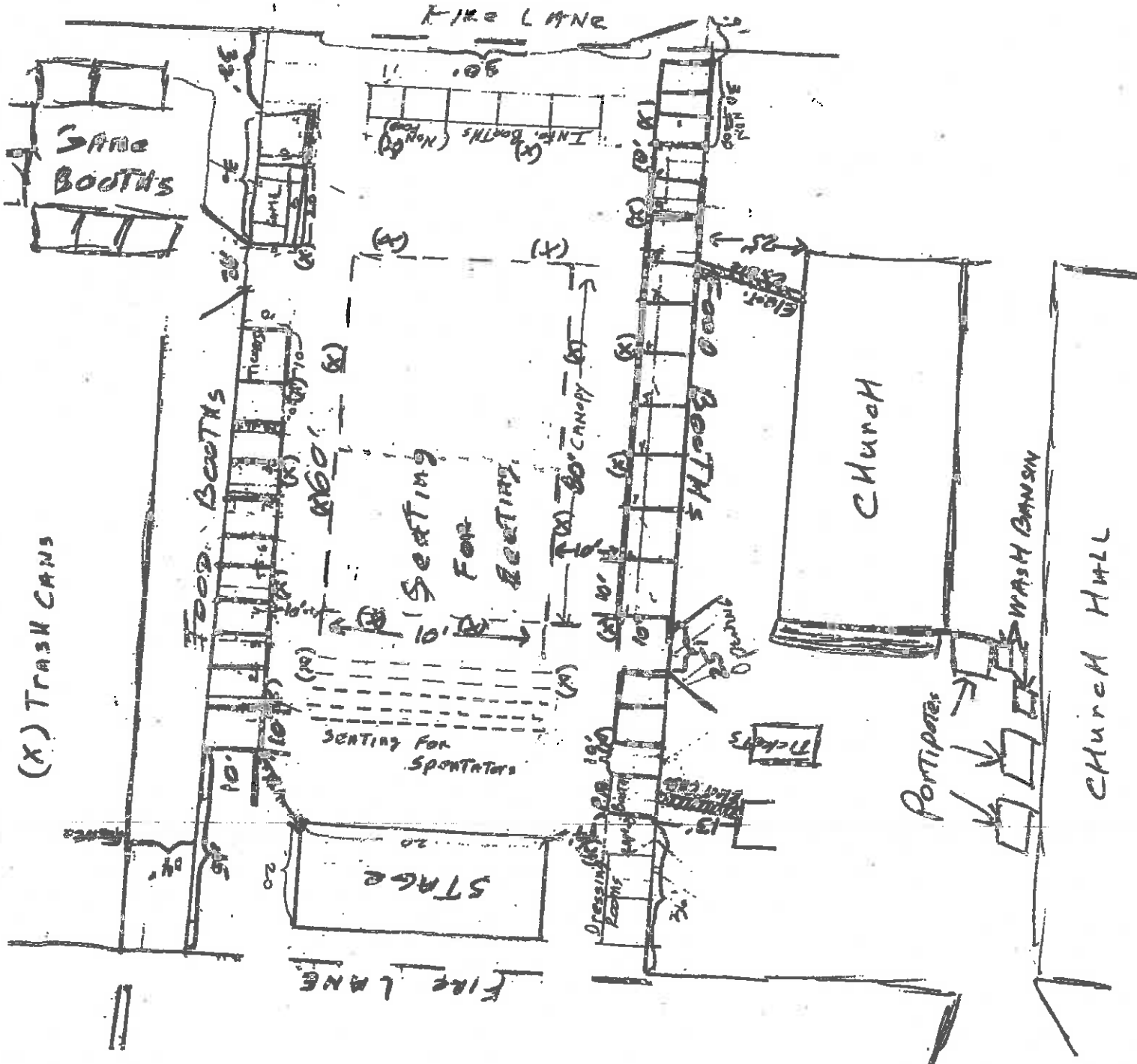
Signature of Applicant Official Title Date



For Office Use Only

Certificate of Insurance Approved _____ Date _____

Diagram 1



**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: Saint Anthony Church Festival
DATE OF EVENT: June 11, 2016 to June 12, 2016
TIME OF EVENT: June 11, 2016 from 12 p.m. to 10 p.m. and
June 12, 2016 from 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 []	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 (619) 336-4400

The Police Department recommends that Public Works use City approved street barricades and traffic cones that clearly mark the street closure and that the barricades are properly set up and positioned. Police have no other stipulations and will request that on-duty patrol officers periodically check the event to ensure traffic closure is working properly and safely.

PUBLIC WORKS 336-4580

Streets Division

- 1) Staff will deliver barricades to the street corners or to applicant prior to the event. The applicant shall install these barricades and remove them to a safe location at the conclusion of the event. Staff will pick them up on the following workday.
- 2) Staff will post "NO PARKING" signs (3) days prior to the event along the affected streets.
- 3) The cost to provide Street personnel support for this event is estimated to be \$72.45

"NO PARKING "signs :	6 @ \$0.45 ea.	= \$2.70
Barricade Rental :	8 @ \$0.35 ea.	= \$2.80
Truck Hours :	1.5 @ \$12.07 per. Hr.	= \$18.10
Man Hours :	1.5 @ \$32.57 per. Hr.	= \$48.85
Total Costs		= \$72.45

Parks Division

1. 2 hours for final inspection Storm Water Compliance Inspection for Special Event Report and litter clean up. Overtime rate at \$46.58 per hour. Total = \$93.16

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City, its officials, agents and employees are named as an additional insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a ~~California admitted company; if not then insurance policy must be~~ submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
City of National City
Risk Management Department
1243 National City Boulevard
National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy.

**INSPECTION REQUIRED
FEE'S FOR THIS EVENT ARE \$500**

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

All outside vendors must be licensed. If the Church will be preparing and selling the food themselves, they will need their Health Permits (Food Handler Certificates).

DEVELOPMENT SERVICES

PLANNING:

Speakers and lights to be oriented away from neighboring residential properties to the extent possible. All activities to comply with limitation sets forth in Title 12 (Noise) of the Muni Code.

ENGINEERING:

Engineering needs a traffic control plan for the closure. The plan shall be submitted on 11" X 17" sheet and attach San Diego Regional Standard Drawing (Appendix A) sheets TCP-4 and TCP-5 completed with all information. The traffic control plan shall also show all detours. The event holder will be responsible to ensure no trash or debris enters any storm drains and that the street and sidewalks are fully cleaned after the event.

Applicant shall fill out the Pre-Event Storm Water Compliance Checklist prior to date of event and submit the completed form.

Park Division will fill out the post event form, and not the applicant.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - 58th Maytime Band Review & Festival sponsored by the Maytime Band Association on October 15, 2016 from 10 a.m. to 4 p.m. with no waiver of fees. (Neighborhood Services)

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – 58th Maytime Band Review & Festival sponsored by the Maytime Band Association on October 15, 2016 from 10 a.m. to 4 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo |

PHONE: (619) 336-4255 |

DEPARTMENT: Neighborhood Services Department

APPROVED BY: 

EXPLANATION:

This is a request from the Maytime Band Association to conduct the 58th Maytime Band Review & Festival on October 15, 2016 from 10 a.m. to 4 p.m. Set up for this event will commence at 6:00 a.m. and dismantling by 6 p.m.

The Maytime Band Review & Festival is an educational and cultural event which focuses on high school and middle school marching bands and drum line competition. The marching parade will begin at 10 a.m. at the corner of E. 30th Street near Sweetwater High School and proceed north along Highland Avenue to E. 16th Street. A festival and an award ceremony will follow at Kimball Park after the parade. The park will also have food vendors, live entertainment, service club booths and souvenir items. The applicant is requesting the use of the City's stage and the PA system.

Street closures are requested from 8:00 a.m. to 1:00 p.m. along the parade route which includes: Highland Avenue between E. 16th and E. 30th Street; E. 16th Street between Highland and D Avenue; and D Avenue between 12th and E. 16th street. All Intersections along the parade will be monitored by the National City Police Department.

Note: This event was last held in National City on May 1, 2004 sponsored by the Maytime Band Review Corporation.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____

Finance

APPROVED: _____

MIS

City fee of \$237.00 for processing the TUP through various City departments, plus \$12,089.88 for Public Works, and \$14,482.00 for Police Department.

Total fees: \$ 26,808.88 |

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:

ATTACHMENTS:

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

RECEIVED
MAR 23 2016
Neighborhood Services Department
City of National City

EVENT INFORMATION

Type of Event:

- Public Concert
- Parade
- Motion Picture
- Fair
- Demonstration
- Grand Opening
- Festival
- Circus
- Other _____
- Community event
- Block Party

Event Title: 58th MAYTIME BAND REVIEW & FESTIVAL

Event Location: START @ SWEETWATER HIGH SCHOOL CORNER OF 30TH & HIGHLAND AVE.

Event Date(s): From 10/15/16 to 10/15/16

Actual Event Hours: 10:00 AM to 4:00 PM

Total Anticipated Attendance: 5000 (1500 Participants 3500 Spectators)

Setup/assembly/construction Date: 10/15/16 Start time: 6:00 PM/AM

Please describe the scope of your setup/assembly work (specific details): BUSES UNLOAD BETWEEN 30TH & 27TH ON D AVE. BANDS ENTER SWEETWATER FOR FORMATION THEN MARCH TO KIMBALL PARK FOR LOSING CEREMONY & FESTIVAL.

Dismantle Date: 10/15/16 Completion Time: 6:00 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.

STREET CLOSURE AS PER SITE MAP FROM 0:300 AM TO 1:00 AM HIGHLAND AVE. 10TH & D ST.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: MAYTIME BAND ASSOCIATION

Chief Officer of Organization (Name) KAREN AZHOCAR MCMANUS / BRIAN CLAPPER

Applicant (Name): MAYTIME BAND REVIEW

Address: 113 N. BELMONT ST. NATIONAL CITY 91950

Daytime Phone: 619-827-9950 Evening Phone: 619-577-1059 / 619-962-9950

Fax: 619-827-8119 E-Mail: karen.azhocar.mcmamus@yattco.com

Contact Person "on site" day of the event: BRIAN CLAPPER Cellular: 619-577-1059

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): BANDS PAY \$150 ENTRY FEE

TO COMPETE IN PARADE: FOOD TRUCKS \$350- ENTRY FEE TO PARTICIPATE, SERVICE CLUB \$100- ENTRY FEE TO HAVE BOOTH AT KIMBALL PARK. \$45,000- Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 45,000- Estimated Expenses for this event.

\$ 0.00 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.

EDUCATIONAL AND CULTURAL EVENT FOR HIGH SCHOOL, MIDDLE SCHOOL DRUM LINE COMPETITION. STREET PARADE AND AWARDS CEREMONY. BANDS THROUGHOUT THE STATE OF CALIFORNIA TO OR COMPETE. THE BANDS ARE JUDGED BY ASSOCIATION. PARADE EVENT IS FROM 10am-4pm

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:

FOOD TRUCK AND OTHER VEHICLES TO SELL FOOD WATER AND MEMORABILIA

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 12 Sizes 8x20
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: CITY STAGE FOR AWARDS CEREMONY AT KIMBALL PARK

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: 10 FOOD TRUCKS LINED UP ON D ST BY KIMBALL PARK BOWL. VARIETY OF FOOD SELECTION
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: 11 ^{WASH} 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 # 50

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: 30 Trash containers with lids: 1 DUMPSTER

Describe your plan for clean-up and removal of waste and garbage during and after the event:
PARADE CLEAN UP TEAM TO ASSIST NATIONAL CITY PARKS DEPARTMENT IN CLEANING PARADE ROUTE & PARK

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

NATIONAL CITY POLICE AT THEIR DISCRETION

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.

PARAMEDICS EMT / CONTRACT WITH AMR

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

STREET PARADE- DISABLE PERSONS CAN UTILIZE DESIGNATED
DISABLE PARKING AND SIDEWALK RAMP AND SIT
STREET-SIDE WITH WHEELCHAIR OR FOLDING CHAIRS.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

BUSES ARE ESCORTED FROM D ST TO 26TH ST TO F ST UNLOADING
AREA AT SWEETWATER UNION HIGH SCHOOL. BUSES TO TRAVEL NORTH
ON HIGHLAND TO 101ST TURN LEFT ON 101ST TO D ST AVE. TURN RIGHT AND
PARK IN FRONT OF KIMBALL BOWL.

Please describe your plan for DISABLED PARKING:
DISABLE PERSONS TO UTILIZE DESIGNATED PUBLIC ACCESS
FOR ACCOMMODATIONS.

Please describe your plans to notify all residents, businesses and churches impacted by the event:

LETTERS TO BE HAND DELIVERED TO RESIDENTS, BUSINESSES AND
CHURCHES ALONG PARADE ROUTE 3 DAYS PRIOR TO PARADE.

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: 5

Type of Music: MILITARY BANDS, JAZZ BANDS AND OTHER BANDS IN KIMBALL PARK PRIOR TO CEREMONY.

YES NO Will sound amplification be used? If YES, please indicate:

Start time: 1:00 AM PM Finish Time 6:00 PM

YES NO Will sound checks be conducted prior to the event? If YES, please indicate:

Start time: 9:00 PM AM Finish Time 11:00 PM AM

Please describe the sound equipment that will be used for your event:

CITY STAGE / EQUIPMENT AND PARTICIPANT EQUIPMENT

YES NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

YES NO Any signs, banners, decorations, special lighting? If YES, please describe:

VINYL BANNERS AND STAGE SIGNS

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 MAYTIME BAND ASSOCIATION

Person in Charge of Activity KAREN AZHOLAR MCMANUS / BRIAN CLAPPER

Address 113 N. BELMONT ST. NATIONAL CITY 91950

KAREN A. MCMANUS

Telephone 619-587-1059 Date(s) of Use 10/15/16

BRIAN CLAPPER

619-902-9950

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 3-21-16

Karen Azholar McManus, President

For Office Use Only

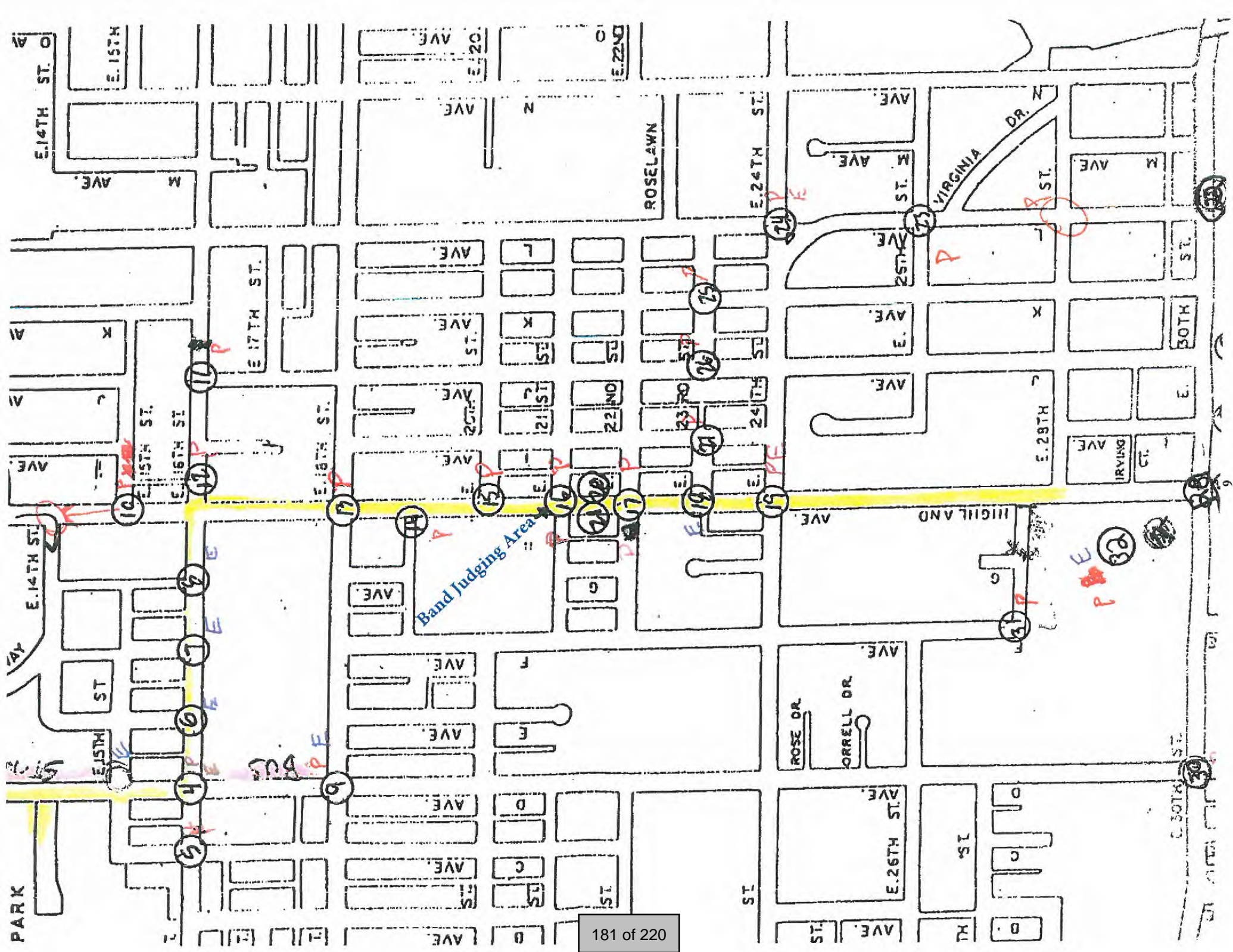
Certificate of Insurance Approved _____ Date _____

Location Map



Location Map





**CITY OF NATIONAL CITY
 NEIGHBORHOOD SERVICES DEPARTMENT
 APPLICATION FOR A TEMPORARY USE PERMIT
 RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: **Maytime Band Association**
 EVENT: **58th Maytime Band Review & Festival**
 DATE OF EVENT: **October 15, 2016**

APPROVALS:

COMMUNITY SERVICES	YES []	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
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:

RISK MANAGER

- Provide a valid copy of the insurance certificate wherein the City of National City, its officials, agents and employees are named as an additional insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
 City of National City
 Risk Management Department
 1243 National City Boulevard
 National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy.

DEVELOPMENT SERVICES

Engineering:

Engineering needs a traffic control plan to include and abide by the following:

- Traffic control plan to be submitted on 11"x17 paper size.
- Detour plan also to be submitted on 11"x17" paper size.
- Submit San Diego Regional Standard Drawing (SDRSD), TCP-5 to be completely filled out and signed.
- Refer to SDRSR, TCP-4 for signage and device spacing tables.
- The contractor or event planner shall notify the Metropolitan Transit System (MTS) of any affected bus stops. Notification must be done at least one week prior to event.

Applicant shall fill out the Pre-Event Storm Water Compliance Checklist prior to date of event and submit the completed form.

Park Division will fill out the post event form, and not the applicant.

Planning:

Speakers to be oriented away from neighboring residential properties to the extent possible. All activities to comply with limitation sets forth in Title 12 (Noise) of the Muni Code.

PUBLIC WORKS (619) 336-4580

PARKS DIVISION

1. The cost to provide the extended stage and PA system. All of these rates are at time and half overtime.
2. Staff for clean up during and after event.
3. We will be providing the extended stage and PA system
4. 2 hours for final inspection Storm Water Compliance Inspection for Special Event Report and litter clean up. Overtime rate at \$46.58 per hour (\$93.16)
 - a. 4 staff 4 hours @ \$46.58 for hour set up stage = \$745.28
 - b. 4 staff break down 4 hour minimum @ \$46.58 = \$745.28
 - c. 6 Staff 12 hours @ 46.58 each for clean up during event \$3,353.76

Total \$4,937.48

STREET DIVISION

1. 120 barricades @ 0.035 ea. = \$42.00
2. 200 cones @ 0.035 ea. = \$70.00
3. 400 "no parking" signs @ \$0.045 ea. = \$180.00

4. (3) Trucks, (2) sweepers @ 12.07 hour – 10 hours =\$ 742.00 (For parade day)
5. (2) trucks @12.07 hour for 10 hours = \$241.40 (For posting “no parking” signs)
6. (9) Public Works staff @ 48.86 hour for 10 hours = \$4,397.00 (for parade)
7. (4) Public Works staff @ 32.00 hour for 10 hours for posting “no parking” signs = \$1,280.00
8. 250 wood stakes for signs = \$200.00

TOTAL COST = \$7,152.40

FINANCE

Maytime Band Review’s business license has been closed since 2004. Maytime Band Association needs to apply for a Business License and submit with proof of “non-profit” status (no fee is required).

Finance will need a list of all Vendors and/or Food Vendors as they all need to be licensed.

FIRE (619) 336-4550

IF ANYTHING CHANGES LIKE THE ADDITION OF COOKING UNDER CANPOIES OR TENT AN INSPECTION AND FEES MAY BE REQUIRED.

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the street to be maintained at all times, to any Fire Department connections for hydrants, fire sprinkler systems, standpipes, etc.
- 2) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 3) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 4) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated

areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents may be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 5) All cooking booths to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 6) Provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 7) Fire Department access into and through the Park areas are to be maintained at all times.
- 8) Access to Morgan and Kimball Towers to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 9) **Access into park from D Ave is required. Currently blocked by new angled parking (Engineering/Public Works)**

Fees can only be waived by City Council

POLICE (619) 336-4400

This event will require a large police presence to provide security, traffic control, crowd control, and overall police services for this parade. During the preliminary/planning discussions with both Karen and Brian (event coordinators), we completed the following breakdown for the event. As such, the listed number

of personnel is based on the traffic control and security issues needed to effectively perform our police duties.

We anticipate the need for 110 total police officers/reserves/explorers (combination).

There will be a request for 25 police officers, with the remainder of the total supplanted by our reserves, county-wide reserves, and police explorers. The police department will complete an action plan prior to this event.

25 Police Officers at an overtime rate of \$72.41.
8 hours per National City Police Officer, for a total of 200 hours = \$ 14,482.00

There will be 85 of our 110 projected personnel (77%) will come from volunteers in the form of reserves and explorers. The police department will reach out to different police agencies to secure both reserve police officers as well as police explorers that could work in conjunction with our sworn officers for this event. In addition, our department will ask for other equipment that can enhance security measures throughout the parade route.

These numbers only take into account our personnel and do not include any other equipment for road closures and their respective personnel.

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.

The following page(s) contain the backup material for Agenda Item: Based on direction received on September 1, 2015 City Council meeting, seeking further direction and approval from City Council to establish an annual volunteer recognition event and a formal volunteer recognition program. (Community Services)

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Based on direction received on September 1, 2015 City Council meeting, seeking further direction and approval from City Council to establish an annual volunteer recognition event and a formal volunteer recognition program. (Community Services)

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

DEPARTMENT: Community Services

APPROVED BY: _____



EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

See attached staff report.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Attachment A – Staff Report from September 1, 2016 City Council Meeting

Staff Report

Based on direction received on September 1, 2015 City Council meeting, seeking further direction and approval from City Council to establish an annual volunteer recognition event and a formal volunteer recognition program.

Background

At the September 1, 2015 City Council meeting, Staff requested City Council direction to establish a formal volunteer recognition program for City Board Members and Commissioners, Ad-Hoc Advisory Committee Members and City Registered Volunteers. The staff report included ideas for a formal volunteer recognition program, definitions of types of City volunteers, a breakdown of the City's current volunteer base, current departmental recognition and volunteer recognition in the San Diego region (see attachment A). City Council directed Staff to return with costs of a recognition event to include a meal.

The City has approximately 277 Long-term Volunteers, who donate more than 20 hours per fiscal year. These volunteers, referred to as Long-term Volunteers in this report, are categorized as City Board Members and Commissioners, Ad-Hoc Advisory Committee Members and City Registered Volunteers. The City also has 389 Episodic/Short-term Volunteers, who donate less than 20 hours of time per fiscal year, or less than 35 hours of time per fiscal year if they are a student seeking community service hours for school graduation requirements. The City continues to budget \$5,550 for boards/commissions, an amount which remains in the Non-Departmental budget and is included in the preliminary FY17 budget.

Volunteer Recognition Event

Below are 6 options with associated costs for an annual volunteer recognition event, recommended to be held during the summer of 2016. The volunteer recognition event would be hosted for Long-Term Volunteers, and includes a meal for the volunteers and musical entertainment. Each option includes the cost for food, beverages, dessert, tables, chairs, linens, centerpieces/decorations and entertainment.

Option	Attendees	Location	Meal	Price
1	300 (Volunteers only)	MLK Community Center	Casual Lunch Catered by Nutrition Center	\$3,800
2	300 (Volunteers only)	City Park	Picnic Lunch Catered by Nutrition Center	\$5,500
3	300 (Volunteers only)	City Park	Picnic Dinner Catered by Nutrition Center	\$7,200
4	600 (Volunteers plus Guest)	City Park	Picnic Dinner Catered by Nutrition Center	\$14,200
5	300 (Volunteers only)	Pier 32 Marina	Dinner Reception Catered by Pier 32	\$19,900

6	600 (Volunteers plus Guest)	Pepper Park	Dinner Reception Catered by Local Company	\$39,500
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With options 3 through 6 the cost exceeds the preliminary FY17 budgeted amount of \$5,550. If one of these options are selected the increased amount would need to be allocated by City Council in the FY17 budget.

Staff Recommendation

Seeking direction and approval from City Council to establish an annual volunteer recognition event for Long-term Volunteers; options include, 1) casual lunch in MLK Community Center for \$3,800; 2) picnic lunch in City Park for \$5,500; 3) picnic dinner in City Park for \$7,200; 4) picnic dinner in City Park for volunteers plus a guest for \$14,200; 5) dinner reception at Pier 32 Marina for \$19,900; 6) dinner reception in Pepper Park for volunteers plus a guest for \$39,500. If approved, staff will bring back a Temporary Use Permit for City Council approval for a volunteer recognition event to be hosted in the summer of 2016.

Staff further seeks City Council direction to establish a formal volunteer recognition program for Long-term Volunteers and recommends City Council discuss the options provided in the attached September 1, 2015 Staff Report so staff may implement the program in FY17. If approved, the cost for a formal volunteer recognition program would be included in the FY17 budget. Recognition of Episodic/Short-term volunteers will be done by the department/division which they served using funds from that department/division.

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

Attachment A

MEETING DATE: September 1, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Seeking input and direction from City Council to establish a formal National City Volunteer Recognition Program. (Community Services)

PREPARED BY: Audrey Denham 

PHONE: 619-336-4243

DEPARTMENT: Community Services

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

See attached staff report.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report

Staff Report

Seeking input and direction from City Council to establish a formal National City Volunteer Recognition Program.

Background

The City of National City relies on an array of volunteers to serve on boards and commissions, assist with community projects, and share their time and talent in many aspects of our day-to-day programs and operations. Recognition helps sustain volunteers in the roles they serve and can encourage others in the community to look to the City as a volunteer opportunity.

National City's current *Volunteers and Unpaid Interns* administrative policy (Instruction No. 04.09) defines a volunteer as an individual who is donating time to the City without monetary compensation* for hours worked, including students seeking community service hours in compliance with school district graduation requirements. (*NCCMC 16.06.070 – allows planning commission members to receive compensation in the form of a stipend, as determined by the City Council. For purposes of the proposed Volunteer Recognition Program, the members of the Planning Commission are considered volunteers.)

An episodic/short-term volunteer is defined as an individual who is donating less than 20 hours of time per fiscal year. For students seeking community service hours in compliance with school district graduation requirements, an episodic volunteer is defined as less than 35 hours of time per fiscal year.

Discussion

The City of National City may have up to 666 volunteers at any given time depending on a number of factors, including board/commission vacancies, ad-hoc committees, episodic volunteers, etc. Below is a breakdown of the city's current volunteer base:

Volunteer Type	Current #	Membership
City Boards & Commissions	44	7 Boards/Commissions; Port Commissioner; Sweetwater Authority Representative
City Registered Volunteers	208	All City department volunteers; unpaid interns; CERT Team Members
Ad-Hoc Advisory Committee Members	25	Tobacco (smoke free) Committee; War Memorial Advisory Committee
Episodic/Short-term Volunteers	389 Approx.	Students seeking community service hours; community service day volunteers; special projects

Staff research shows that in the 1980s through the early 1990s, National City hosted an annual appreciation dinner for City Board/Commission Members and their spouses. However, it appears in 1994, the program was eliminated due to budgetary constraints. Between 2003 and 2007, the City hosted a few volunteer recognition events that were once again stopped due to budgetary constraints. The City, however, continued to budget \$5,433 for boards/commissions, with a \$200 increase in FY05 and a \$9 increase in FY16 bringing the total budget to \$5,550, an amount which remains in the Non-Departmental budget today.

With economic and budgetary conditions improving, the City Council has discussed a desire to institute a formal volunteer recognition program.

National City's current practice is to recognize volunteers at the department level.

- *National City Public Library:* The Library recognizes its volunteers as part of the Literacy Program. The Library hosts an annual volunteer appreciation event and invites their general library volunteers, volunteer tutors and learners, and other literacy agencies' key staff, to share their experience with the program. Recognition includes certificates of recognition, food and entertainment, depending on the budget.
- *National City Police Department:* The Police Department recognizes its volunteer reserve officers with an annual banquet consisting of awards and recognitions. The city budgets \$1,500 a year toward the event.
- *National City Senior Nutrition Center:* As funding exists, the Nutrition Center provides its volunteers with a luncheon or holiday party, and presents certificates of appreciation.

Volunteer Recognition in the San Diego Region

A survey of countywide cities reveals that only a few cities have established a formal volunteer recognition program; however, many of the cities recognize volunteers at the department level. Recognition is most commonly done in conjunction with an annual reception or lunch, and includes thank you cards from the City Council, a city t-shirt, pin, or other form of appreciation.

- *Carlsbad* – The city does not have a formal volunteer recognition program; however, each year volunteers receive a gift, such as a city pin, t-shirt, coffee mug, etc. In addition, each department hosts one to two volunteer recognition parties per year. Board Members and Commissioners are recognized with an annual dinner.
- *Chula Vista* – The city does not have a formal volunteer recognition program; each department recognizes volunteers in their own special way. The City Clerk's

office recognizes Board Members and Commissioners separately with an annual dinner or luncheon.

- *Coronado* – The city does not have a formal volunteer recognition program; each department recognizes volunteers in their own special way.
- *Del Mar* – The city hosts an annual volunteer lunch/reception for volunteers and Board Members/Commissioners; mementoes containing the city logo and thank you cards signed by the Mayor are given to all volunteers during the event.
- *El Cajon* – The city does not have a formal volunteer recognition program; each department recognizes volunteers in their own special way. The Police Department recognizes the Senior Volunteer Patrol with an annual luncheon. Board Members and Commissioners receive a certificate when their term is over.
- *Encinitas* – The city does not have a formal volunteer recognition program; each department recognizes volunteers in their own special way. Board Members and Commissioners are recognized with an annual dinner.
- *Escondido* – The city does not have a formal volunteer recognition program; each department recognizes volunteers in their own special way. Board Members and Commissioners receive a certificate and letter from the Mayor.
- *Imperial Beach* – The city does not have a formal volunteer recognition program; however, volunteers are invited to attend the city's annual employee luncheon.
- *La Mesa* – The city hosts a small annual volunteer reception and presents certificates of appreciation. Board Members/Commissioners and a guest are invited to a small event with snacks and refreshments and certificates for outgoing members. Volunteers that completed a certain number of hours receive a special award: 1,000 hours = plaque; 5,000 hours = trophy; and 10,000 hours = bronze star on the city's "Walkway of the Stars".
- *Lemon Grove* – The city does not have a formal volunteer recognition program.
- *Poway* – The city hosts an annual volunteer recognition dinner for volunteers and Board Members/Commissioners. All new volunteers receive a city pin and each department recognizes volunteers through parties, certificates, memorabilia with the city logo, etc.
- *San Marcos* – The city does not have a formal volunteer recognition program; each department recognizes volunteers in their own special way. Board Members and Commissioners receive a certificate when their term is over.
- *Santee* – The city previously held an annual volunteer dinner/recognition ceremony with individual awards. As a result of budgetary and staffing

constraints, the program was eliminated. Currently, each department recognizes volunteers in their own special way.

- *Solana Beach* – The city does not have a formal volunteer recognition program but occasionally presents coffee cups, paper weights, etc. with the city logo.
- *Vista* – The city does not have a formal volunteer recognition program; each department recognizes volunteers in their own special way. Board Members and Commissioners are recognized with an annual dinner.

Volunteer Recognition

Volunteer recognition is an important component of any program. It acknowledges accomplishments, reinforces efforts, and is a sign of appreciation and tells volunteers how important they are to the success of the organization and thanking them for the work they do. Recognition may be done in a number of ways, a few of which are highlighted below.

Board Members/Commissioners, Ad-Hoc Advisory Committee Members and Registered Volunteers (277 volunteers):

1. Signature Event. For example, every spring, volunteers could be recognized at an event in celebration of '*National Volunteer Week*'.
 - a. Banquet, luncheon, dinner, reception, or picnic with entertainment provided by the SWHS or ARTS music ensemble.

The type of event would determine the cost; for example:

- a. Type of meal. The Nutrition Center has provided estimates depending on the format of the event. Breakfast = \$8.50; Lunch = \$9.00; Dinner = \$10.00; Finger Food = \$7.00
 - b. Event venue. City facility vs. Local venue
 - c. Number of attendees
 1. volunteer only
 2. spouse/significant other
 3. children & family members
2. Memorabilia w/City Logo.
 - a. T-shirt, coffee mug, pin, etc.
 3. Years of Service. It is important to determine the level of recognition based on the scope of work provided and the amount of hours donated to the city.
 - a. 1 year of service – city pin
 - b. 5 years of service – special gift with city logo
 - c. 10 years of service – presented with trophy at recognition event

- d. 15 years of service – lunch with mayor or councilmember
 - e. 20 years of service – permanent recognition on prominent walkway (or wall) of Fame (see #4 below)
 - f. End of Assignment or Resignation – a certificate, proclamation, plaque or key to the city
4. National City Walk (or Wall) of Fame. A Walk (or Wall) of Fame could recognize and honor residents whose extraordinary contributions garner community pride. Each recipient could be recognized through a plaque on a designated location in the city. Possible locations include a designated area in Kimball Park, the Martin Luther King, Jr. Community Center or City Hall.
5. Board/Commission Members. Being a member of a city board/commission requires work, commitment, participation in community events and help shape city policy. Given the level of responsibility and participation required of being a board/commission member, the City Council may wish to consider additional forms of recognition:
- a. Business Cards – Members of boards/commissions would be authorized to use business cards showing their affiliation with their particular board or commission when used in relation to the duties and functions of the particular board/commission. Pricing for 250 business cards is \$43.74 for each name. It would be the same price for 100.
 - b. Name Tag w/City Logo – Approximate cost to issue each member with a city name tag is approximately \$7.00-8.00 each. We currently have 44 board/commission members.
 - c. Formal Recognition at City Council meeting when members leave a board/commission, to include presenting the member with a certificate, proclamation or plaque.

Episodic/Short-term Volunteer Recognition (approximately 389 volunteers):

- 1. Announcements during events thanking the volunteers.
- 2. Thank you cards from the City Council and/or department manager.
- 3. Certificates for a specific program, project, or event.
- 4. Certificate for students, including total community service hours donated and examples of volunteer work performed.

City volunteers contribute time, energy and talent to help achieve the City's vision. Recognizing volunteers is important if we wish to retain their services, keep them energized and motivated, and recruit additional volunteers.

Staff Recommendation

Seeking City Council direction to establish a formal volunteer recognition program for Board Members/Commissioners, Ad-Hoc Advisory Committee Members and Registered Volunteers. Staff will return with a proposed volunteer recognition program and associated costs and budget based on Council discussion and direction.

Staff also recommends recognizing Episodic/Short-term volunteers by the department/division which they served using funds from that department/division.

The following page(s) contain the backup material for Agenda Item: Request for City Council direction regarding the affirmative termination by amortization of non-conforming uses in the Westside Specific Plan area. (Planning)

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Request for City Council direction regarding the affirmative termination by amortization of non-conforming uses in the Westside Specific Plan area. (Planning)

PREPARED BY: Brad Raulston

PHONE: 4256

DEPARTMENT: Planning

APPROVED BY: 

EXPLANATION:

After adoption of the amortization ordinance in August 2006, City Council adopted the Westside Specific Plan on March 16, 2010. The specific plan established new zoning for the plan area, resulting in the creation of non-conforming uses that had been established under previous zoning. In 2012, the City Council approved the approach for undertaking the amortization ranking process. The ranking of non-conforming uses commenced in July 2012, and amortization periods were set for two non-conforming uses by the City Council in December 2013. These first two properties complied with the orders to terminate the non-conforming uses and are now in conformance with the land use provisions in the Westside Specific Plan.

In order to continue amortization activities, an updated ranking of non-conforming uses must be performed. The ranking of non-conforming uses will be published to accept comments, after which the amortization ranking will be finalized. The updated ranking will be used for future amortization activities.

FINANCIAL STATEMENT:

Budgeted funds in the amount of \$25,000 are available for consultant services for amortization.

APPROVED: 

Finance

ACCOUNT NO. 001-409-000-650-9040

ENVIRONMENTAL REVIEW:

No further action is required under the California Environmental Quality Act since the action, as defined by CEQA, is not considered a project that has the potential to result in either a direct or indirect physical change in the environment.

ORDINANCE:

INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Provide direction to staff to proceed with the ranking update and amortization of non-conforming uses in the Westside Specific Plan area.

BOARD / COMMISSION RECOMMENDATION: RECOMMENDATION:

Not Applicable.

ATTACHMENTS:

1. Timeline for Amortization of Non-Conforming Land Uses.
2. Background Report.

ATTACHMENT 1

Timeline for Amortization of Non-Conforming Uses Westside Specific Plan area

TENTATIVE DATES

- MAY 2016 – Release list of non-conforming uses.
- JUNE 2016 – Circulate draft ranking for review and comment.
- JUNE TO JULY 2016 – Continue collecting data, receive input from stakeholders, and update ranking results.
- SEPTEMBER 1, 2016 – Date for final data collection/research.
- Q4 2016 – Consultation with property owners/tenants regarding land use conformance and amortization ranking.
- Q1 2017 – Planning Commission recommendations on the affirmative termination by amortization of certain non-conforming land uses.
- Q1 2017 – City Council consideration of Planning Commission recommendations.
- Q1 2017 – City Council consideration of resolution ordering the affirmative termination by amortization of certain non-conforming land uses.

ATTACHMENT 2

BACKGROUND REPORT Amortization of Non-Conforming Uses Westside Specific Plan area

After adoption of the Amortization Ordinance in August 2006, the City adopted the Westside Specific Plan in 2010. The Ordinance authorized the City Council to order the termination by amortization of non-conforming land uses. Working in concert with the U.S. Environmental Protection Agency an amortization ranking process was developed through significant review and input from legal counsel, public participants, and interested parties. The amortization ranking process follows the steps outlined in the 2011 EPA report "Partnership for Sustainable Communities" and utilizes the spreadsheet from the report for recording findings for non-conforming uses. The amortization ranking evaluates the following factors:

1. Current Assessed Value of Land.
2. Current Assessed Value of Improvements.
3. Depreciation of Investments in Building Improvements.
4. Adaptability of Land and Improvements to Permitted Use.
5. Whether Use is Significantly Nonconforming.
6. Compatibility with Land Use Patterns and Densities of Surrounding Neighborhood.
7. Possible Threat to Public Health, Safety, or Welfare.
8. Size of Land Meets Minimum Requirements.
9. Building Meets Minimum Requirements.
10. Building Type is Usable Under Zoning.
11. Building Condition and Usability.
12. Minimum Building Setback Requirements.
13. Minimum Floor Area Ratio Requirements.
14. Minimum Building Height Requirements.
15. Minimum Parking Space Requirements.
16. Current Business License.
17. Proximity to Sensitive Area, such as a School or Park.
18. Proximity to Residential Parcels.
19. Residential Density.
20. Compliance Violations.
21. Permits Required by Regulatory Agencies.
22. Storage, Handling, Generation, and Disposal of Hazardous Substances or Wastes.
23. Air or Liquid Discharges of Hazardous Substances or Wastes.
24. Open Storage of Hazardous Substances or Materials.
25. Work Conducted within Right-Of-Ways or otherwise off the Property.
26. Lack of Security, such as Fencing or other Means of Restricting Access to a Property.

The City's consultant conducts a field survey and performs research with the National City Fire, Police, Code Enforcement, and Public Works Departments, San Diego County, State agencies, and other entities monitoring business activities in the Westside Specific Plan area to compile information on each non-conforming use.

The following page(s) contain the backup material for Agenda Item: Request for consideration to change the starting times of City of National City Fiscal Year 2017 budget workshops scheduled for Tuesday, April 26, 2016 and Tuesday, May 24, 2016 to 5:00 pm. (Finance)

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

MEETING DATE: April 19, 2016

AGENDA ITEM NO.

ITEM TITLE:

Request for consideration to change the starting times of City of National City Fiscal Year 2017 budget workshops scheduled for Tuesday, April 26, 2016 and Tuesday, May 24, 2016 to 5:00 pm.

PREPARED BY: Ed Prendell, Budget Analyst

DEPARTMENT: Finance

PHONE: 619-336-4332

APPROVED BY: Mark Ralento

EXPLANATION:

During its February 2, 2016 meeting, the City Council of the City of National City approved scheduling of a Fiscal Year 2017 budget workshop for Tuesday, April 26, 2016 and a tentative budget workshop for Tuesday, May 24, 2016. Both dates are "off" Tuesdays with respect to the regular City Council meeting schedule. The starting time approved for the workshops is 6:00 pm. With this agenda item, staff is requesting the starting time of the April 26th workshop and the May 24th workshop, if held, be changed to 5:00 pm to allow the Council more time to discuss the budget and related matters.

FINANCIAL STATEMENT:

APPROVED: Mark Ralento

Finance

ACCOUNT NO.

APPROVED: Mark Ralento

MIS

There is no fiscal impact associated with this item.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Accept staff's recommendation to change the starting times of the Fiscal Year 2017 budget workshops to 5:00 pm.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Budget Schedule – Fiscal Year 2017



BUDGET SCHEDULE - FISCAL YEAR 2017

DATE & TIME	DESCRIPTION	DEPARTMENT
Wednesday, Dec. 16th	Budget calendar provided to department heads.	Finance
Tuesday, January 19th	Budget instructions & budget forms distributed. EDEN open for Departments to enter information.	Finance
Monday, January 25th	Budget training.	Finance/All departments
Tuesday, Feb. 2nd	Request direction from the City Council for Budget Workshops and Budget Adoption dates. (January 20, 2016 - A200 deadline)	Council/Staff
Tuesday, Feb. 9th	Departments enter appropriation proposals in EDEN by 5:00 pm	All departments
Thursday, Feb. 11th	All CIP and Fleet appropriations entered into EDEN by 5:00 pm	Engineering & Public Works
Thursday, Feb. 11th	Revenues estimates due from applicable departments by 5:00 pm	All departments
Tuesday, Feb. 16th	City Council budget priorities. (February 3, 2016 - A200 deadline)	Council/Staff
Monday, Feb. 22nd 10:00 AM - 12:00 PM 2 - 3:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	City Council City Clerk City Treasurer City Attorney
Tuesday, Feb. 23rd 9:30 AM - 12:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	City Manager Administrative Services Finance Human Resources MIS Risk Management Non-Departmental (Non-CIP)
Wednesday, Feb. 24th 9:30 AM - 12 PM 2:00 - 4:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	Police Fire/Building HGAM
Monday, Feb. 29th 2:00 - 5:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	Engineering & Public Works Parks Maintenance Facilities Maintenance Vehicle Maintenance CIP (All Funds)



BUDGET SCHEDULE - FISCAL YEAR 2017

DATE & TIME	DESCRIPTION	DEPARTMENT
Tuesday, Mar. 1st 2:00 - 5:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	Community Development Community Services Library Neighborhood Services Planning
Thursday, Mar. 7th	Departmental budget recall(s) scheduled (if necessary).	Finance
Wednesday, Mar. 16th 2:00 - 5:00 PM	Budget review (all departments).	Finance Administrative Services
Tuesday, Mar. 22nd 2:00 - 5:00 PM	Budget review (all departments).	Finance Administrative Services City Manager
Monday, Mar. 28th 10:00 AM - 12:00 PM 2:00 - 4:00 PM	Departmental budget recall(s) (if necessary).	Finance Other departments
Thursday, Apr. 7th	Send Preliminary Budget to printer and upload copy to City's website.	Finance IT
Tuesday, Apr. 26th 5 PM	Budget Workshop / Preliminary Budget Presentation (April 13, 2016 - A200 deadline)	Council/Staff
Wednesday, May 4th 6:30 PM	Neighborhood Council presentations (Kimball Neighborhood Council Meeting).	Finance
Thursday, May 12th 6:30 PM	Neighborhood Council presentations (El Toyon Neighborhood Council Meeting).	Finance
Wednesday, May 18th 6:30 PM	Neighborhood Council presentations (Las Palmas Neighborhood Council Meeting).	Finance
Tuesday, May 24th 5 PM	Budget Workshop (Tentative) (May 4, 2016 - A200 deadline)	Council/Staff
Tuesday, Jun. 7th 6 PM	Budget Hearing / Adoption of Budget. (May 25, 2016 - A200 deadline)	Council/Staff

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \$75,800 to be and remain a lien prior and superio

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 19, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \$75,800 to be and remain a lien prior and superior to a home purchase assistance loan on a single-unit property located at 3117 East 16th Street in National City.

PREPARED BY: Carlos Aguirre, Community Dev. Mgr.

DEPARTMENT: Housing, Grants, & Asset Management

PHONE: 619-336-4391

EXPLANATION:

APPROVED BY: _____

On July 18, 1997, the Community Development Commission of the City of National City ("CDC") made a loan for \$17,580.00 from the HOME Partnerships Program to assist in the purchase of a single-family residence located at 3117 East 16th Street in National City. The loan has an outstanding principal balance of \$17,580.00. Armando and Elizabeth Marquez ("Borrowers") are interested in refinancing the first mortgage loan on the property and have been approved for a new loan from Homeward Residential, Inc. ("Lender").

The Lender is requiring that the Community Development Commission-Housing Authority (CDC-HA) execute the attached subordination agreement allowing the new loan to hold superior position to the CDC-issued loan. The CDC-issued loan will maintain second lien position on the property. The purpose of the refinance is to reduce the interest rate to 3.75% and term of the loan to 15 years from 30 years. There will not be cash proceeds to the Borrowers through the refinance. Staff has satisfactorily reviewed the combined loan-to-value, preliminary title report, new loan terms, and underwriting summary that outline the closing costs of the transaction.

FINANCIAL STATEMENT:

APPROVED: _____ Finance
APPROVED: _____ MIS

N/A

ACCOUNT NO.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment No. 1: Subordination Agreement

**RECORDING REQUESTED BY
WESTCOR LAND TITLE INS. CO.
AND WHEN RECORDED MAIL TO:**

**CDC-HOUSING AUTHORITY OF THE
CITY OF NATIONAL CITY
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950
ATTN: HOUSING, GRANTS, & ASSET
MGMT**

ORDER NO.: R-1603-CA-2930778

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN

THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this _____ day of _____, _____ by

Armando Marquez and Elizabeth Marquez, owners of the land hereinafter described and hereinafter referred to as "Owner" and the Community Development Commission-Housing Authority of the City of National City, present owner and holder of the deed of trust or mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary",

WITNESSETH

THAT WHEREAS, Armando Marquez and Elizabeth Marquez (owners) did execute a deed of trust or mortgage, dated 7/18/1997 to the Community Development Commission of the City of National City, as trustee

3117 East 16th Street, National City, CA 91950

Legal Description:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF NATIONAL CITY COUNTY

OF SAN DIEGO, STATE OF CALIFORNIA:

LOT 5 OF CHRISTMAS IN JULY IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13387, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 20, 1996.

to secure a note in the sum of \$17,580.00 dated 7/18/1997 in favor of The Community Development Commission of the City of National City, which deed of trust or mortgage was recorded as instrument #1997-0376573, Official Records of San Diego county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$75,800.00 dated _____ in favor of Homeward Residential, Inc., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust or mortgage is to be recorded concurrently herewith;

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust or mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust or mortgage first above mentioned; and

WHEREAS, lender is willing to make said loan provided the deed of trust or mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust or mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust or mortgage first above mentioned to the lien or charge of the deed of trust or mortgage in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust or mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust or mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust or mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all time a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust or mortgage first above mentioned.
- (2) That Lender would not make its loan above described without the subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust or mortgage first above mentioned to the lien or charge of the deed of trust or mortgage in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust or mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed, deed of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust or mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust or mortgage first above mentioned in favor of the lien or charge upon said land of the deed of trust or mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the deed of trust or mortgage first above mentioned that said deed of trust or mortgage has by this instrument been subordination to the lien or charge of the deed of trust or mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND

**Community Development Commission-Housing
Authority of the City of National City**

Armando Marquez

By: Ron Morrison, Chairman

Elizabeth Marquez

Beneficiary

Owners

(All signatures must be acknowledged)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS:

On _____ before me,

a Notary Public, personally appeared _____

FOR NOTARY SEAL OR STAMP

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

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

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS:

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

WITNESS my hand and official seal.

Signature _____

RESOLUTION NO. 2016 –

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING
AUTHORITY OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE CHAIRMAN TO EXECUTE A SUBORDINATION AGREEMENT
ALLOWING A NEW MORTGAGE THAT IS NOT-TO-EXCEED \$75,800 TO BE
AND REMAIN A LIEN PRIOR AND SUPERIOR TO A HOME PURCHASE
ASSISTANCE LOAN ON A SINGLE-UNIT PROPERTY
LOCATED AT 3117 EAST 16th STREET IN NATIONAL CITY

WHEREAS, Armando and Elizabeth Marquez (“Borrowers”) are the owners of a single-unit property located at 3117 East 16th Street in National City; and

WHEREAS, on July 18,1997, the Community Development Commission of the City of National City made a loan for \$17,580 from the HOME Investment Partnerships Program to assist in the purchase of the single-unit property; and

WHEREAS, the Borrowers desire to refinance the existing first mortgage to reduce the interest rate to 3.75% and the term of the loan to 15 years from 30 years with a new mortgage with a principal amount not-to-exceed \$75,800 from Homeward Residential, Inc., (“Lender”); and

WHEREAS, in order to provide the loan, the Lender requires the subordination of the Deed of Trust that secures the HOME funds.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Commission-Housing Authority of the City of National City hereby authorizes the Chairman to execute a Subordination Agreement and any other Escrow related documents as necessary. After being recorded by the County of San Diego, a copy of the Subordination Agreement will be on file in the office of the City Clerk.

PASSED and ADOPTED this 19th day of April, 2016.

Ron Morrison, Chairman

ATTEST:

Leslie Deese, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
General Counsel

The following page(s) contain the backup material for Agenda Item: Update on Community Service Day projects for April 30, 2016. (Community Services)

Item #
4/19/16

Update on Community Service Day projects for April 30, 2016.

(Community Services)

The following page(s) contain the backup material for Agenda Item: Update on Marina District Planning Area and Balanced Plan. (Planning)

Item # _____

April 19, 2016

Update on Marina District Planning Area And Balanced Plan

The following page(s) contain the backup material for Agenda Item: Update on Negotiations with Southwestern College to Operate the National City Aquatic Center. (Community Services)

Item # _____

April 19, 2016

Update on Negotiations with
Southwestern College to Operate
The National City Aquatic Center

The following page(s) contain the backup material for Agenda Item: Update on Skate Park Opening. (Engineering)

ITEM #
4/19/16

**UPDATE ON SKATE PARK OPENING
(ENGINEERING)**