



**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, MARCH 05, 2013 – 6:00 PM**

RON MORRISON
Mayor

LUIS NATIVIDAD
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

**1243 National City Blvd.
National City, CA 91950
619-336-4300**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council/Community Development Commission-Housing Authority(hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed 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.

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.

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

CITY COUNCIL / COMMUNITY DEVELOPMENT COMMISSION AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC ORAL COMMUNICATIONS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

1. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of February 19, 2013. (City Clerk)
2. Resolution of the City Council of the City of National City authorizing the installation of angle parking on the east side of Haffley Avenue between W. 19th Street and Bay Marina Drive and 20-foot long parallel parking stalls on the west side to address vehicle storage issues regarding large trucks and detached trailers. (TSC 2013-01). (Engineering)
3. Resolution of the City Council of the City of National City authorizing the installation of reflectorized curve warning signs and 20 feet of red curb "No Parking" along the 3100 block of Cagle Street to enhance safety. (TSC 2013-02) (Engineering)
4. Resolution of the City Council of the City of National City authorizing changes to curbside parking and passenger loading on E. 30th Street adjacent to Sweetwater High School to address issues related to student drop-off/pick-up, public parking, traffic congestion and safety. (TSC 2013-03). (Engineering)
5. Resolution of the City Council of the City of National City 1) awarding a contract in the not to exceed amount of \$813,949.15 to Koch-Armstrong General Engineering, Inc. for the National City Citywide Pedestrian Crossings Project, Specification Number 12-12; 2) authorizing the Mayor

- to execute the contract, and 3) authorizing 15% contingency in the amount of \$122,092.37 for any unforeseen changes. (CIP Project funded by CDBG and Prop A). (Engineering)
6. Resolution of the City Council of the City of National City supporting and approving the submittal of an application to renew and expand the Recycling Market Development Zone and authorizing the Director of Public Works to execute all documents and activities necessary to administer the Recycling Market Development Zone program. This action has no financial impact to the City. (Public Works)
 7. Warrant Register #31 for the period of 01/23/13 through 01/29/13 in the amount of \$775,945.87. (Finance)
 8. Warrant Register #32 for the period of 01/30/13 through 02/05/13 in the amount of \$2,683,391.07. (Finance)
 9. TEMPORARY USE PERMIT - 6th Annual Community Easter Egg Hunt 2013 sponsored by Cornerstone Church of San Diego at Las Palmas Park on March 30, 2013 from 11 a.m. to 3 p.m. with no waiver of fees. (Neighborhood Services)
 10. TEMPORARY USE PERMIT - American Cancer Society's National City Relay for Life at Kimball Park from August 23, 2013 starting at 9 a.m. and concludes August 25, 2013 at 9 a.m. This is a City co-sponsored event pursuant to City Council Policy #804. (Neighborhood Services)

PUBLIC HEARINGS

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

11. Resolution of the City Council of the City of National City authorizing mid-year budget adjustments by approving the designation of the General Fund Contingency Reserve, and establishing a self-replenishing environmental monitoring account; and ratifying actions related to the appropriation of funds for the 125th anniversary, and the acceptance of San Diego County Law Enforcement Foundation grant funds. (Finance)
12. Resolution of the City Council of the City of National City authorizing the reinvestment of \$2 million in a CDARS account with Neighborhood National Bank for a one-year term. (Finance)

NEW BUSINESS

13. Request to authorize the National City Fire Department to utilize R-1 Seagraves Fire Engine in St. Patrick's Day Parade in San Diego on March 16, 2013. (Fire)
14. Discussion of Alternate Member Process - Boards & Commissions. (City Clerk)
15. Staff Report - Collaborative Efforts between the City of National City and National City Schools. (City Manager)

COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

- 16. Resolution of the Community Development Commission Housing Authority of the City of National City authorizing the Chairman to execute a Services and Access Agreement, and a Grant of Easement and Memorandum of Agreement with Cox Communications California, LLC to provide communications and other services to the residents of Morgan Tower located at 1415 D Avenue (Housing and Grants)**

STAFF REPORTS

17. Update on Federal Sequestration. (Housing & Grants)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular City Council/Community Development/Housing Authority of the City of National City Meeting - Tuesday - March 19, 2013 - 6:00 p.m. - Council Chambers - National City, California.

Item # _____

03/05/13

**APPROVAL OF THE MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT
COMMISSION – HOUSING AUTHORITY OF THE CITY OF
NATIONAL CITY OF FEBRUARY 19, 2013
(City Clerk)**

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of angle parking on the east side of Haffley Avenue between W. 19th Street and Bay Marina Drive and 20-foot long parallel parking stalls on the west side to address vehicle storage issues regarding large trucks and detached trailers (TSC 2013-01)

PREPARED BY: Stephen Manganiello, City Engineer

DEPARTMENT: Engineering

PHONE: 619-336-4382

APPROVED BY: _____

EXPLANATION:



See attached.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

At their meeting on February 20, 2013 the Traffic Safety Committee approved the staff recommendation to install angle parking on the east side of Haffley Avenue and 20-foot long parallel parking stalls on the west side.

ATTACHMENTS:

1. Explanation
2. Resolution
3. Staff Report to the Traffic Safety Committee on February 20, 2013 (TSC 2013-01)

Explanation

Mr. David Hosted, Safety and Compliance Director for WestAir Gases and Equipment, Inc. located at 2300 Haffley Avenue, Mr. Don Murray, Chief Technology Officer for Fabrication Technologies Industries, Inc. located at 2200 Haffley Avenue, and Mr. Dan Dufresne, Director of Government Relations for Epsilon Systems Solutions, Inc. located at 2101 Haffley Avenue, have requested that City staff evaluate solutions to alleviate the lack of on-street parking for customers and employees due to vehicle storage of large trucks and detached trailers on Haffley Avenue between W. 19th Street and Bay Marina Drive.

Currently, the amount of available parking stalls, equipment, and day-to-day operations on-site for these businesses is not adequate to accommodate their employee parking needs, so they rely on available public parking on Haffley Avenue to meet their demand. Most of these businesses start work between 5:00am and 6:00am in the morning. When their employees arrive for work much of the street parking is occupied by large trucks and detached trailers. National City's Parking Regulation Officers have done their best to enforce the 72-hour vehicle storage ordinance, however business owners are seeking a more permanent, long-term solution.

Staff performed a site evaluation. The roadway width is 48 feet with unrestricted parallel parking on both sides. Based on the roadway width, angle parking can be accommodated on one side of the street. This would restrict large trucks and trailers from legally parking on the street since they cannot fit within angle parking stalls. To maximize parking, staff recommends installing angle parking on the east side of Haffley Avenue since there are less driveways and curb cuts. This would result in a net gain of approximately 22 parking spaces.

Staff also recommends striping 20-foot long parking stalls on the west side of the street, again to restrict large trucks and trailers from legally parking on the street. These types of vehicles have an opportunity to park on Tideland Avenue, a few blocks to the west.

STAFF RECOMMENDATION:

To address vehicle storage issues regarding large trucks and detached trailers on Haffley Avenue between W. 19th Street and Bay Marina Drive staff recommends striping angle parking on the east side of the street and 20-foot long parallel parking stalls on the west side of the street.

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

**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR FEBRUARY 20, 2013**

ITEM NO. 2013-01

ITEM TITLE: REQUEST FOR PARKING SOLUTIONS TO ADDRESS VEHICLE STORAGE ISSUES REGARDING LARGE TRUCKS AND DETACHED TRAILERS ON HAFFLEY AVENUE BETWEEN W. 19TH STREET AND BAY MARINA DRIVE (BY HAFFLEY AVENUE BUSINESSES)

PREPARED BY: Kenneth Fernandez, EIT, Engineering Division

DISCUSSION:

Mr. David Hosted, Safety and Compliance Director for WestAir Gases and Equipment, Inc. located at 2300 Haffley Avenue, Mr. Don Murray, Chief Technology Officer for Fabrication Technologies Industries, Inc. located at 2200 Haffley Avenue, and Mr. Dan Dufresne, Director of Government Relations for Epsilon Systems Solutions, Inc. located at 2101 Haffley Avenue, have requested that City staff evaluate solutions to alleviate the lack of on-street parking for customers and employees due to vehicle storage of large trucks and detached trailers on Haffley Avenue between W. 19th Street and Bay Marina Drive.

Currently, the amount of available parking stalls, equipment, and day-to-day operations on-site for these businesses is not adequate to accommodate their employee parking needs, so they rely on available public parking on Haffley Avenue to meet their demand. Most of these businesses start work between 5:00am and 6:00am in the morning. When their employees arrive for work much of the street parking is occupied by large trucks and detached trailers. National City's Parking Regulation Officers have done their best to enforce the 72-hour vehicle storage ordinance, however business owners are seeking a more permanent, long-term solution.

Staff performed a site evaluation. The roadway width is 48 feet with unrestricted parallel parking on both sides. Based on the roadway width, angle parking can be accommodated on one side of the street. This would restrict large trucks and trailers from legally parking on the street since they cannot fit within angle parking stalls. To maximize parking, staff recommends installing angle parking on the east side of Haffley Avenue since there are less driveways and curb cuts. This would result in a net gain of approximately 22 parking spaces.

Staff also recommends striping 20-foot long parking stalls on the west side of the street, again to restrict large trucks and trailers from legally parking on the street. These types of vehicles have an opportunity to park on Tidelands Avenue, a few blocks to the west.

STAFF RECOMMENDATION:

To address vehicle storage issues regarding large trucks and detached trailers on Haffley Avenue between W. 19th Street and Bay Marina Drive staff recommends striping angle parking on the east side of the street and 20-foot long parallel parking stalls on the west side of the street.

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos

2013-01

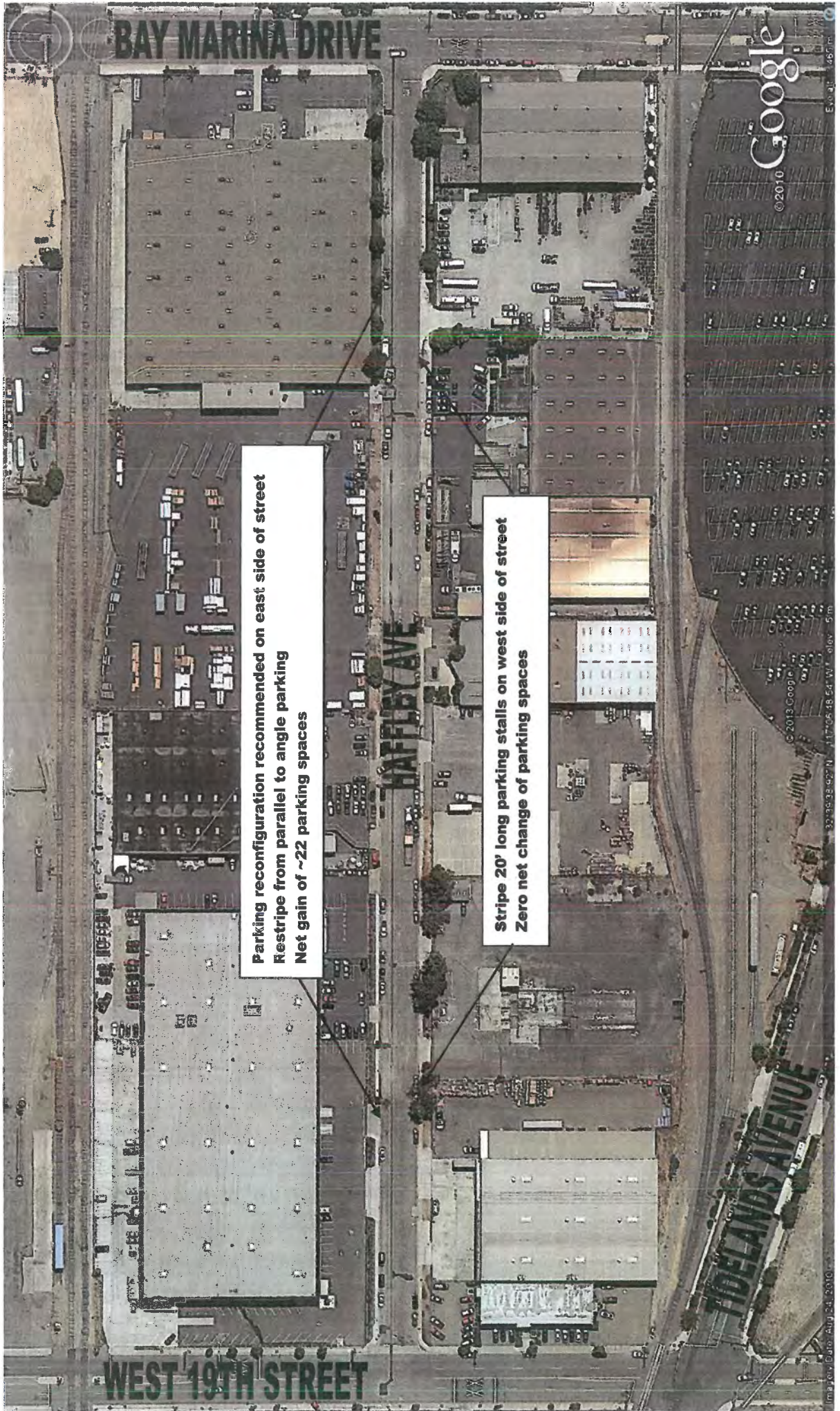
Stephen Manganiello

From: Dave Hosted <dhosted@westairgases.com>
Sent: Tuesday, January 29, 2013 3:31 PM
To: Stephen Manganiello
Cc: 'Cundo Fuentes'; 'Steve Byers'; 'Sam Olvarria'
Subject: Street Parking

Mr. Steve Manganiello – Facundo Fuentes and Sam Olvarria have made me aware of your intent to present their request on behalf of WestAir Gases & Equipment to modify the on-street parking on Haffley Avenue at a meeting scheduled for February 13th at 2PM. I would like to attend that meeting if it is agreeable to you and the City Council.

David Hosted, Director - Safety & Compliance
WestAir Gases & Equipment, Inc.
2300 Haffley Ave.
National City, CA 91950
(619) 239-7571 (Office)
(619) 921-6448 (Cell)
(619) 773-3268 (Fax)
dhosted@westairgases.com

Location Map





2300 block Haffley Ave (looking north)



2300 block Haffley Ave (looking north)



2200 block Haffley Ave (looking north)

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF ANGLE PARKING ON THE EAST
SIDE OF HAFFLEY AVENUE BETWEEN WEST 19TH STREET AND
BAY MARINA DRIVE, AND 20-FOOT LONG PARALLEL PARKING STALLS
ON THE WEST SIDE TO ADDRESS VEHICLE STORAGE ISSUES
REGARDING LARGE TRUCKS AND DETACHED TRAILERS

WHEREAS, the Compliance Director for WestAir Gases and Equipment, Inc., located at 2300 Haffley Avenue, the Chief Technology Officer for Fabrication Technologies Industries, Inc., located at 220 Haffley Avenue, and the Director of Government Relations for Epsilon Systems Solutions, Inc., located at 2101 Haffley Avenue, have requested City staff to evaluate solutions to alleviate the lack of on-street parking for customers and employees due to vehicle storage of large trucks and detached trailers on Haffley Avenue between West 19th Street and Bay Marina Drive; and

WHEREAS, after a site evaluation, staff recommends installing angle parking on the east side of Haffley Avenue since there are less driveways and curb cuts, resulting in a net gain of approximately 22 parking spaces, and striping 20-foot long parking stalls on the west side of the street to restrict large trucks and trailers from illegally parking on the street; and

WHEREAS, at its meeting on February 20, 2013, the Traffic Safety Committee approved staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of angle parking on the east side of Haffley Avenue since there are less driveways and curb cuts, resulting in a net gain of approximately 22 parking spaces, and striping 20-foot long parking stalls on the west side of the street to restrict large trucks and trailers from illegally parking on the street.

PASSED and ADOPTED this 5th day of March, 2013.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of reflectorized curve warning signs and 20 feet of red curb "No Parking" along the 3100 block of Cagle Street to enhance safety (TSC 2013-02)

PREPARED BY: Stephen Manganiello, City Engineer

PHONE: 619-336-4382

DEPARTMENT: Engineering

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

BOARD / COMMISSION RECOMMENDATION:

At their meeting on February 20, 2013 the Traffic Safety Committee approved the installation of reflectorized curve warning signs and 20 feet of red curb "No Parking" along the 3100 block of Cagle Street to enhance safety.

ATTACHMENTS:

1. Explanation w/ exhibit
2. Resolution
3. Staff Report to the Traffic Safety Committee on February 20, 2013 (TSC 2013-02)

Explanation

Mr. Daniel Pantangco, resident of 3236 Cagle Street, has requested that City staff evaluate solutions to alert drivers of a combined vertical and horizontal curve along the 3100 block of Cagle Street. Mr. Pantangco has safety concerns regarding drivers speeding and not paying attention to the curvature of the roadway.

Staff performed a site evaluation and recommends installation of curve warning signs for both directions of travel. Review of traffic collision history indicated no "reported" accident within recent years. The City previously installed a series of speed humps further east on Cagle Street to slow traffic.

At their meeting on February 20, 2013, Traffic Safety Committee members requested installation of red curb "No Parking" along the curve at the location where the curve warning signs would be installed to prohibit vehicles from blocking the signs. They also requested additional curve warning signs in advance of the curve for both directions of travel.

The Traffic Safety Committee unanimously approved the installation of reflectorized curve warning signs and 20 feet of red curb "No Parking" along the 3100 block of Cagle Street to enhance safety.

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

Location Map with Recommendations



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR FEBRUARY 20, 2013**

ITEM NO. 2013-02

ITEM TITLE: REQUEST FOR SAFETY ENHANCEMENTS ON THE 3100
BLOCK OF CAGLE STREET (BY D. PANTANGCO)

PREPARED BY: Kenneth Fernandez, EIT, Engineering Division

DISCUSSION:

Mr. Daniel Pantangco, resident of 3236 Cagle Street, has requested that City staff evaluate solutions to alert drivers of a combined vertical and horizontal curve along the 3100 block of Cagle Street. Mr. Pantangco has safety concerns regarding drivers speeding and not paying attention to the curvature of the roadway.

Staff performed a site evaluation and recommends installation of curve warning signs for both directions of travel. The City previously installed a series of speed humps further east on Cagle Street to slow traffic.

STAFF RECOMMENDATION:

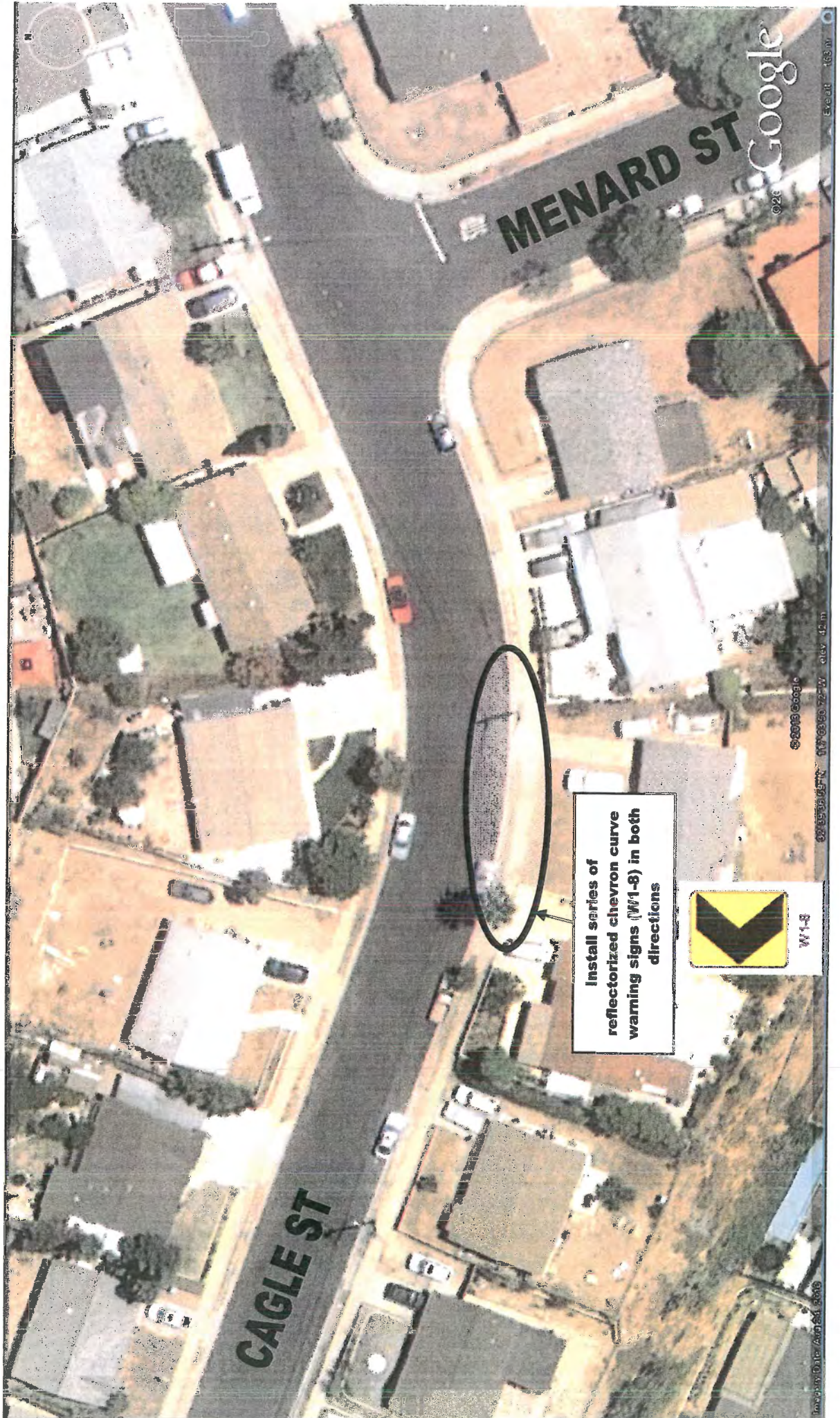
Staff recommends installation of reflectorized chevron curve warning signage (W1-8) in both directions along the south side of the 3100 block of Cagle Street to enhance safety.

EXHIBITS:

1. Location Map
2. Photos

2013-02

Location Map





Cagle Street, east of Stockman Street (looking east)



Cagle Street, west of Menard Street (looking west)

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF REFLECTORIZED CURVE
WARNING SIGNS AND 20 FEET OF RED CURB “NO PARKING” ALONG
THE 3100 BLOCK OF CAGLE STREET TO ENHANCE SAFETY

WHEREAS, a resident of 3236 Cagle Street requested City staff evaluate solutions to alert drivers of a combined vertical and horizontal curve along the 3100 block of Cagle Street due to concerns that drivers are speeding and not paying attention to the curvature of the road; and

WHEREAS, after a site evaluation, staff recommended the installation of reflective curve warning signs for both directions of travel; and

WHEREAS, at its meeting on February 20, 2013, the Traffic Safety Committee approved staff’s recommendation, plus the installation of 20 feet of red curb “No Parking” along the curve at the locations where the curve warnings signs would be installed to prohibit vehicles from blocking the signs, and additional curve warning signs in advance of the curve for both directions of travel.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of reflective curve warning signs and 20 feet of red curb “No Parking” for both directions of travel along the 3100 block of Cagle Street to enhance safety.

PASSED and ADOPTED this 5th day of March, 2013.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing changes to curbside parking and passenger loading on E. 30th Street adjacent to Sweetwater High School to address issues related to student drop-off/pick-up, public parking, traffic congestion and safety (TSC-2013-03)

PREPARED BY: Stephen Manganiello, City Engineer

DEPARTMENT: Engineering

PHONE: 619-336-4382

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

At their meeting on February 20, 2013 the Traffic Safety Committee approved the staff recommendation for changes to curbside parking and passenger loading on E. 30th Street adjacent to Sweetwater High School.

ATTACHMENTS:

1. Explanation
2. Resolution
3. Staff Report to the Traffic Safety Committee on February 20, 2013 (TSC 2013-03)

Explanation

Mr. Richard Carreon, Assistant Principal of Sweetwater High School, has requested changes to curbside parking and passenger loading on E. 30th Street adjacent to Sweetwater High School to address issues related to student drop-off/pick-up, public parking, traffic congestion, and safety.

Staff evaluated existing conditions during the AM and PM school peaks and observed that parents were illegally parking in red curb "No Parking" zones to pick-up/drop-off students, resulting in traffic congestion on E. 30th Street through the intersection at Highland Avenue. To address these safety concerns, staff met on-site with Assistant Principal Carreon. Staff asked if the school would be agreeable to closing the pedestrian gate located near Highland Avenue and opening a new gate further west for students to enter the campus. This would greatly reduce the need for parents to park near the intersection. Principal Del Rosario has committed to making the requested changes to the pedestrian gates.

With pedestrian access to the campus shifting to the west, there is an opportunity to remove the Passenger Loading Zone near Highland Avenue and create a new Passenger Loading Zone further west adjacent to the gymnasium, near the new pedestrian entrance. As part of the City's Capital Improvement Program, construction will begin in March to install a new school crossing just east of the proposed Passenger Loading Zone, which will provide direct access to the new pedestrian entrance to campus. Safety enhancements include high-intensity striping and advanced warning signs, LED flashing signs at the crosswalk, and a corner bulb-out on the south side of the crossing at "F" Avenue. Staff's recommendations for changes to curbside parking and passenger loading, which are summarized below and illustrated in the attached exhibit, will complement the upcoming pedestrian crossing enhancements.

Staff recommends the following changes to curbside parking and passenger loading on E. 30th Street adjacent to Sweetwater High School to address issues related to student drop-off/pick-up, public parking, traffic congestion and safety:

- 1) Remove 110' White Curb Passenger Loading and stripe five, 22-foot "unrestricted parking" spaces;
- 2) Remove 100' White Curb Passenger Loading and install 100' Red Curb "No Parking";
- 3) Maintain 50' Red Curb "No Parking" for visibility at the future pedestrian crosswalk;
- 4) Remove 75' Red Curb "No Parking" and install 75' White Curb Passenger Loading;
- 5) Remove 165' "time restricted" Passenger Loading and install 165' White Curb Passenger Loading;
- 6) Remove 140' "time restricted" Passenger Loading" to allow for "unrestricted parking".

At their meeting on February 20, 2013, the Traffic Safety Committee unanimously approved the staff recommendation.

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

**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR FEBRUARY 20, 2013**

ITEM NO. 2013-03

ITEM TITLE: REQUEST FOR CHANGES TO CURBSIDE PARKING AND PASSENGER LOADING ON E. 30TH STREET ADJACENT TO SWEETWATER HIGH SCHOOL (BY ASSISTANT PRINCIPAL R. CARREON)

PREPARED BY: Stephen Manganiello, City Engineer

DISCUSSION:

Mr. Richard Carreon, Assistant Principal of Sweetwater High School, has requested changes to curbside parking and passenger loading on E. 30th Street adjacent to Sweetwater High School to address issues related to student drop-off/pick-up, public parking, traffic congestion, and safety.

Staff evaluated existing conditions during the AM and PM school peaks and observed that parents were illegally parking in red curb "No Parking" zones to pick-up/drop-off students, resulting in traffic congestion on E. 30th Street through the intersection at Highland Avenue. To address these safety concerns, staff met on-site with Assistant Principal Carreon. Staff asked if the school would be agreeable to closing the pedestrian gate located near Highland Avenue and opening a new gate further west for students to enter the campus. This would greatly reduce the need for parents to park near the intersection. Principal Del Rosario has committed to making the requested changes to the pedestrian gates.

With pedestrian access to the campus shifting to the west, there is an opportunity to remove the Passenger Loading Zone near Highland Avenue and create a new Passenger Loading Zone further west adjacent to the gymnasium, near the new pedestrian entrance. As part of the City's Capital Improvement Program, construction will begin in March to install a new school crossing just east of the proposed Passenger Loading Zone, which will provide direct access to the new pedestrian entrance to campus. Safety enhancements include high-intensity striping and advanced warning signs, LED flashing signs at the crosswalk, and a corner bulb-out on the south side of the crossing at "F" Avenue. Staff's recommendations for changes to curbside parking and passenger loading, which are summarized below and illustrated in the attached exhibit, will complement the upcoming pedestrian crossing enhancements.

STAFF RECOMMENDATION:

Staff recommends the following changes to curbside parking and passenger loading on E. 30th Street adjacent to Sweetwater High School to address issues related to student drop-off/pick-up, public parking, traffic congestion and safety:

- 1) Remove 110' White Curb Passenger Loading and stripe five, 22-foot "unrestricted parking" spaces;

- 2) Remove 100' White Curb Passenger Loading and install 100' Red Curb "No Parking";
- 3) Maintain 50' Red Curb "No Parking" for visibility at the future pedestrian crosswalk;
- 4) Remove 75' Red Curb "No Parking" and install 75' White Curb Passenger Loading;
- 5) Remove 165' "time restricted" Passenger Loading and install 165' White Curb Passenger Loading;
- 6) Remove 140' "time restricted" Passenger Loading" to allow for "unrestricted parking".

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos

2013-03

Kenneth Fernandez

From: Richard Carreon [Richard.Carreon@sweetwaterschools.org]

Sent: Thursday, January 24, 2013 10:32 AM

To: Stephen Manganiello

Cc: Roman Del Rosario

Subject: Loading Zones and Red Curbs on 30th

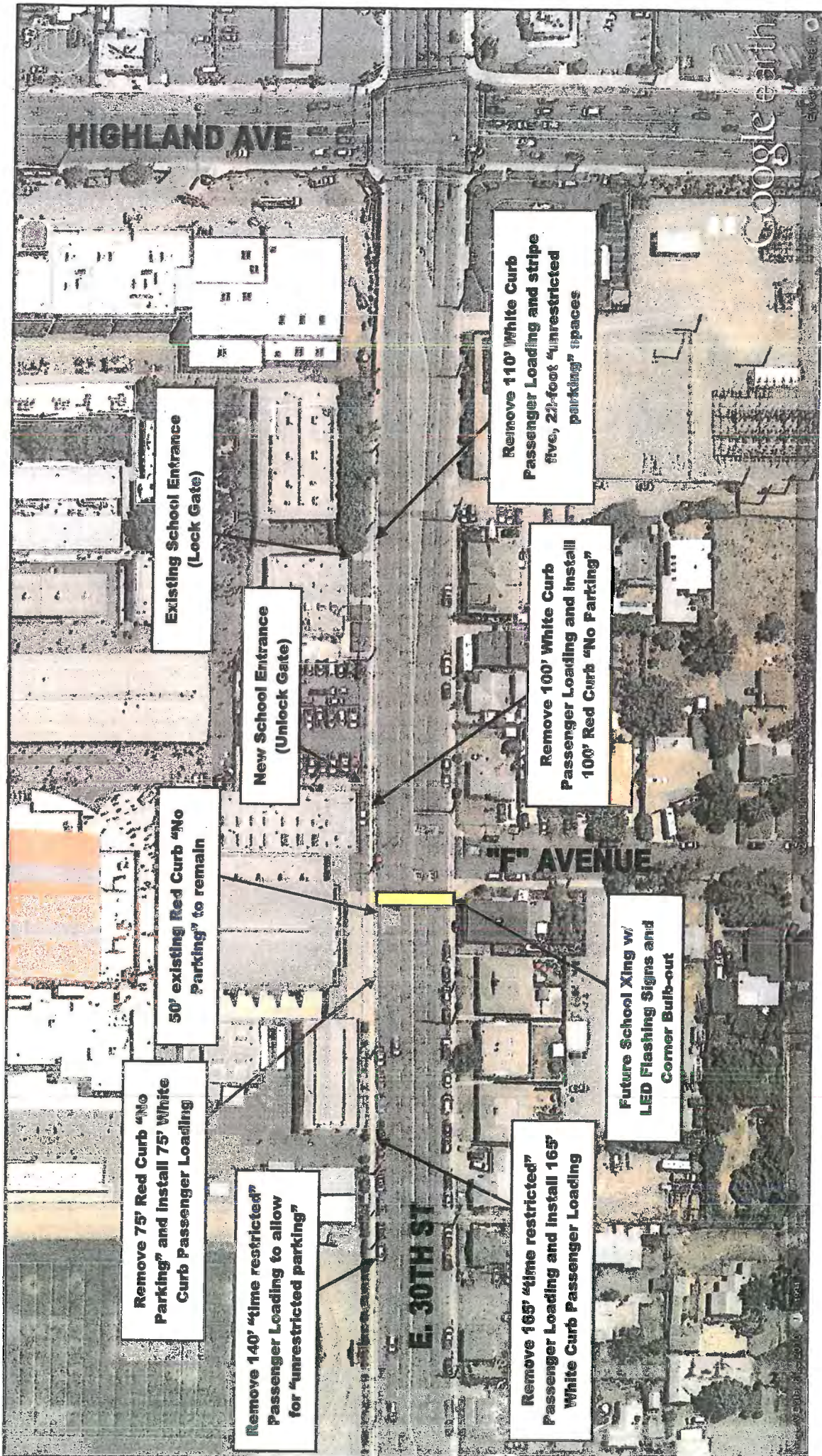
Hi Steve,

Thanks for meeting with me yesterday. Per our conversation, SUHI is in agreement with the proposed changes on 30th street.

Thanks for your assistance.

Rich

Location Map





Traffic Congestion due to Illegal Passenger Loading on E. 30th St (looking west)



Traffic Congestion due to Illegal Passenger Loading on E. 30th St (looking west)



**Traffic Congestion through Intersection of Highland Ave & E. 30th St
due to Illegal Passenger Loading on E. 30th St (looking north)**

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING CHANGES TO CURBSIDE PARKING AND PASSENGER
LOADING ON EAST 30TH STREET ADJACENT TO SWEETWATER HIGH
SCHOOL TO ADDRESS ISSUES RELATED TO STUDENT DROP-OFF/PICK-UP,
PUBLIC PARKING, TRAFFIC CONGESTION AND SAFETY

WHEREAS, the assistant principal of Sweetwater High School has requested changes to curbside parking and passenger loading on East 30th Street adjacent to Sweetwater High School to address issues related to student drop-off/pick-up, public parking, traffic congestion, and safety; and

WHEREAS, after a site evaluation, staff recommends the following changes to curbside parking and passenger loading on East 30th Street adjacent to Sweetwater High School:

1. Remove 110 feet of White Curb Passenger Loading and stripe five, 22-foot "Unrestricted Parking" spaces;
2. Remove 100 feet of White Curb Passenger Loading and install 100 feet of Red Curb "No Parking";
3. Maintain 50 feet of Red Curb "No Parking" for visibility at the future pedestrian crosswalk;
4. Remove 75 feet of Red Curb "No Parking" and install 75 feet of White Curb Passenger Loading;
5. Remove 165 feet of "Time Restricted" Passenger Loading and install 165 feet of White Curb Passenger Loading; and
6. Remove 140 feet of "Time Restricted" Passenger Loading to allow for unrestricted parking.

WHEREAS, at its meeting on February 20, 2013, the Traffic Safety Committee approved staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the above-referenced changes to curbside parking and passenger loading on East 30th Street adjacent to Sweetwater High School to address issues related to student drop-off/pick-up, public parking, traffic congestion, and safety.

PASSED and ADOPTED this 5th day of March, 2013.

Ron Morrison, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City 1) awarding a contract in the not to exceed amount of \$813,949.15 to Koch-Armstrong General Engineering, Inc. for the National City Citywide Pedestrian Crossings Project, Specification Number 12-12; 2) authorizing the Mayor to execute the contract, and 3) authorizing 15% contingency in the amount of \$122,092.37 for any unforeseen changes. (CIP Project funded by CDBG and Prop A).

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering

PHONE: 336-4382

APPROVED BY: _____

EXPLANATION:

See attached



FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Funds are available in Account Nos. 301-409-500-598-6178 (\$43,565); 301-409-500-598-6179 (\$73,565); 301-409-500-598-6180 (\$43,565); 301-409-500-598-6137 (\$198,565); and 307-409-500-598-6035 (\$454,689.15)

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Bid Opening Information Sheet
3. Bid Summary for the three lowest bidders
4. Resolution

EXPLANATION

The National City Citywide Pedestrian Crossing Enhancements Project, Specification No. 12-12, includes installation of ADA-compliant pedestrian ramps, new sidewalk, curb and gutter, bulb-outs for traffic calming, pedestrian refuge islands, and enhanced crosswalk signing and striping at the following five locations:

- 1) E. 4th Street from Palm Avenue to Euclid Avenue,
- 2) E. 30th Street at F Avenue,
- 3) E. 8th Street from Palm Avenue to Harbison Avenue,
- 4) National City Boulevard at 7th Street,
- 5) National City Boulevard at 14th Street.

On January 25, 2013, the National City Citywide Pedestrian Crossing Enhancements Project, Specification No. 12-12, was advertised in local newspapers and on the City's website inviting bids. On January 31, 2013, an optional pre-bid meeting was held. On February 14, 2013, ten (10) sealed bids were received, opened, and read to the public.

The apparent lowest bidder at \$756,307.00 was Tri-Group Construction and Development, Inc. Shortly after the bid-opening, the City Engineer received a letter from Tri-Group Construction and Development, Inc. indicating that their bid had a clerical error. After reviewing the letter and supporting documentation, which was received in a timely manner, the City Engineer acknowledged the clerical error and deemed the bid "non-responsive".

After reviewing the proposal from Koch-Armstrong General Engineering Inc., the second lowest apparent bidder at \$813,949.15, staff found no errors. Therefore, Koch-Armstrong General Engineering, Inc. is now considered the lowest "responsive" bidder". Staff completed a reference check and deemed the contractor qualified to perform the work. Attached is the bid opening information sheet and bidders' proposal summary sheet for bidding information for the three lowest bidders.

Staff recommendation is to award a contract in the not to exceed amount of \$813,949.15 to Koch-Armstrong General Engineering, Inc. for the National City Citywide Pedestrian Crossing Enhancements Project, Specification Number 12-12, authorize the Mayor to execute the contract, and authorize a 15% contingency in the amount of \$122,092.37 for any unforeseen changes.



BID OPENING

SPECIFICATION NUMBER: 12-12
PROJECT TITLE: Citywide Pedestrian Crossings
TIME: 3:00 P.M.
DATE: Thursday, February 14, 2013
ESTIMATE: \$857,470

NO.	BIDDER'S NAME (PAGE 11-12)	BID AMOUNT (PAGES 13C)	ADDENDA (PAGE 11)	BID SECURITY (PAGE 24-CHECK (PAGE 25 -BOND)
1.	Tri-Group Construction Co. and Development, Inc. 9580 Black Mountain Rd. Suite L San Diego, CA 92126 (Bid deemed non-responsive due to clerical error)	\$756,307.00	1,2,3,4	Bond
2.	Koch-Armstrong General Engineering, Inc. P.O. Box 1190 Lakeside, CA 92040	\$813,949.15	1,2,3,4	Bond
3.	Just Construction, Inc. 3103 Market Street San Diego, CA 92102	\$821,620.10	1,2,3,4	Bond
4.	Portillo Concrete, Inc. 3527 Citrus Street Lemon Grove, CA 91945	\$862,056.00	1,2,3,4	Bond
5.	HTA Engineering 5450 Complex Street, Suite 303 San Diego, CA 92123	\$885,444.00	1,2,3,4	Bond
6.	Ramona Paving and Construction 1303 Olive Street Ramona, Ca 92065	\$1,073,609.76	1,2,3,4	Bond
7.	Weir Construction Corp. 2255 Barham Drive Escondido, CA 92029	\$1,076,674.00	1,2,3,4	Bond
8.	MJC Construction 3015 Sylvia Street Bonita, Ca 91902	\$1,167,026.00	1,2,3,4	Bond

NO.	BIDDER'S NAME (PAGE 11-12)	BID AMOUNT (PAGES 13C)	ADDENDA (PAGE 11)	BID SECURITY (PAGE 24-CHECK (PAGE 25 -BOND)
9.	Hazard Construction Co. 6465 Mar Industry Place San Diego, CA 92121	\$1,196,968.00	1,2,3,4	Bond
10.	New Century Construction, Inc. 9119 Emerald Grove Avenue Lakeside, CA 92040	\$1,198,378.00	1,2,3,4	Bond

Three Lowest Bidders for the National City Citywide Pedestrian Crossings Project, Specification No. 12-12

ITEM NO.	DESCRIPTION	UNITS	QTY	Tri-Group Construction		Koch-Armstrong		Just Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bid Schedule A - East 4th Street from Palm Avenue to Euclid Avenue									
A1	Mobilization / Demobilization	LS	1	\$1,000.00	\$1,000.00	\$3,200.00	\$3,200.00	\$5,150.00	\$5,150.00
A2	Surveying	LS	1	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$2,338.10	\$2,338.10
A3	Clearing & Grubbing	LS	1	\$1,000.00	\$1,000.00	\$8,550.00	\$8,550.00	\$10,300.00	\$10,300.00
A4	Storm Water BMPs	LS	1	\$2,000.00	\$2,000.00	\$490.00	\$490.00	\$6,180.00	\$6,180.00
A5	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$20,480.00	\$20,480.00	\$7,725.00	\$7,725.00
A6	Unclassified Excavation	LS	1	\$30,000.00	\$30,000.00	\$59,890.00	\$59,890.00	\$26,780.00	\$26,780.00
A7	Construct 3" AC Pavement	TON	580	\$100.00	\$58,000.00	\$95.00	\$55,100.00	\$87.60	\$50,808.00
A8	Construct 8" Aggregate Base	TON	1,490	\$22.00	\$32,780.00	\$15.15	\$22,573.50	\$23.30	\$34,717.00
A9	Type II Slurry Seal	SY	18,900	\$2.50	\$47,250.00	\$3.21	\$60,669.00	\$2.10	\$39,690.00
A10	PCC Median Curb (6" CF) SDRSD G-6, Type B-1	LF	110	\$20.00	\$2,200.00	\$20.00	\$2,200.00	\$12.40	\$1,364.00
A11	Stamped & Colored PCC Median (4" thick)	SF	290	\$11.00	\$3,190.00	\$7.70	\$2,233.00	\$10.30	\$2,987.00
A12	PCC Curb & Gutter (6" CF) per SDRSD G-2	LF	170	\$25.00	\$4,250.00	\$23.00	\$3,910.00	\$16.50	\$2,805.00
A13	PCC Curb & Gutter (8" CF) per SDRSD G-2	LF	510	\$25.00	\$12,750.00	\$24.00	\$12,240.00	\$18.50	\$9,435.00
A14	PCC Curb & Gutter (Variable CF) per Modified SDRSD G-1 Adjacent to Private Walkway +/- sta. 53+65	LF	10	\$25.00	\$250.00	\$28.00	\$280.00	\$15.50	\$155.00
A15	Construct 6" AC Dike per SDRSD G-5 Type "A"	LF	20	\$25.00	\$500.00	\$31.00	\$620.00	\$95.30	\$1,906.00
A16	Construct Cross Gutter per SDRSD G-12	SF	810	\$10.00	\$8,100.00	\$7.80	\$6,318.00	\$15.50	\$12,555.00
A17	4" PCC Sidewalk, SDRSD G-7	SF	5,620	\$5.00	\$28,100.00	\$3.70	\$20,794.00	\$8.20	\$46,084.00
A18	PCC Driveway (W=10') per SDRSD G-14A	SF	180	\$10.00	\$1,800.00	\$10.00	\$1,800.00	\$10.30	\$1,854.00

Three Lowest Bidders for the National City Citywide Pedestrian Crossings Project, Specification No. 12-12

A19	Construct Portion of PCC Driveway per SDRSD G-14A	SF	20	\$10.00	\$200.00	\$10.00	\$200.00	\$20.60	\$412.00
A20	PCC Bus Pad per Modified SDG-102	SF	760	\$10.00	\$7,600.00	\$9.30	\$7,068.00	\$18.50	\$14,060.00
A21	PCC Curb Ramp per City Std SDG-132	EA	7	\$1,750.00	\$12,250.00	\$1,600.00	\$11,200.00	\$3,605.00	\$25,235.00
A22	Curb Inlet Type "B" per SDRSD D-2	EA	1	\$5,000.00	\$5,000.00	\$7,640.00	\$7,640.00	\$5,150.00	\$5,150.00
A23	Island Refuge with Passageway with Truncated Domes per City std SDG-130	EA	1	\$5,000.00	\$5,000.00	\$1,700.00	\$1,700.00	\$4,635.00	\$4,635.00
A24	Adjust Water Meters to New Finished Grade (NFG)	EA	7	\$100.00	\$700.00	\$40.00	\$280.00	\$154.50	\$1,081.50
A25	Adjust Water Valve to NFG	EA	8	\$300.00	\$2,400.00	\$50.00	\$400.00	\$154.50	\$1,236.00
A26	Adjust Manhole to NFG	EA	2	\$500.00	\$1,000.00	\$620.00	\$1,240.00	\$154.50	\$309.00
A27	Adjust Exist. Sewer CO to grade, SDRSD SC-01, Type "B"	EA	1	\$500.00	\$500.00	\$390.00	\$390.00	\$103.00	\$103.00
A28	Adjust Well Mon. to NFG	EA	2	\$700.00	\$1,400.00	\$390.00	\$780.00	\$309.00	\$618.00
A29	Traffic Signing and Striping	LS	1	\$30,000.00	\$30,000.00	\$30,880.00	\$30,880.00	\$29,844.30	\$29,844.30
A30	Solar Powered LED Enhanced School Warning Sign System	EA	2	\$15,000.00	\$30,000.00	\$15,770.00	\$31,540.00	\$15,244.00	\$30,488.00
A31	Type 1-B Pole (14') per Caltrans Standard Plan ES-7B (for LED Enhanced School Warning Sign System)	EA	4	\$2,000.00	\$8,000.00	\$1,590.00	\$6,360.00	\$1,545.00	\$6,180.00
				sub total	\$343,220.00		\$385,225.50		\$382,184.90

Bid Schedule B - East 30th Street at F Avenue

B1	Mobilization / Demobilization	LS	1	\$1,000.00	\$1,000.00	\$1,710.00	\$1,710.00	\$3,090.00	\$3,090.00
B2	Surveying	LS	1	\$2,000.00	\$2,000.00	\$1,480.00	\$1,480.00	\$1,617.10	\$1,617.10
B3	Clearing & Grubbing	LS	1	\$1,000.00	\$1,000.00	\$2,610.00	\$2,610.00	\$2,060.00	\$2,060.00
B4	Storm Water BMPs	LS	1	\$2,000.00	\$2,000.00	\$310.00	\$310.00	\$2,060.00	\$2,060.00
B5	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$5,260.00	\$5,260.00	\$4,635.00	\$4,635.00
B6	Unclassified Excavation	LS	1	\$7,000.00	\$7,000.00	\$22,410.00	\$22,410.00	\$12,360.00	\$12,360.00

Three Lowest Bidders for the National City Citywide Pedestrian Crossings Project, Specification No. 12-12

B7	Construct 4" AC Pavement	TON	160	\$130.00	\$20,800.00	\$104.00	\$16,640.00	\$108.50	\$17,360.00
B8	Construct 10" Aggregate Base	TON	390	\$25.00	\$9,750.00	\$17.00	\$6,630.00	\$23.30	\$9,087.00
B9	PCC Median Curb (Type B-1, 6" CF) per SDRSD G-6	LF	210	\$20.00	\$4,200.00	\$19.50	\$4,095.00	\$15.50	\$3,255.00
B10	Stamped & Colored PCC Median (4" thick)	SF	700	\$11.00	\$7,700.00	\$5.60	\$3,920.00	\$10.30	\$7,210.00
B11	PCC Curb & Gutter (6" CF) per SDRSD G-2	LF	180	\$25.00	\$4,500.00	\$24.50	\$4,410.00	\$16.50	\$2,970.00
B12	Cross Gutter per SDRSD G-12	SF	790	\$10.00	\$7,900.00	\$7.75	\$6,122.50	\$10.30	\$8,137.00
B13	PCC Sidewalk (4" thick) per SDRSD G-7	SF	680	\$5.00	\$3,400.00	\$4.65	\$3,162.00	\$8.20	\$5,576.00
B14	PCC Curb Ramp (Type A) per City Std SDG-132	EA	2	\$1,750.00	\$3,500.00	\$1,560.00	\$3,120.00	\$3,605.00	\$7,210.00
B15	PCC Curb Ramp (Type D) per City Std SDG-136	EA	1	\$1,750.00	\$1,750.00	\$1,340.00	\$1,340.00	\$2,575.00	\$2,575.00
B16	PCC Curb Ramp (Case E) per City Std SDG-137 with Pedestrian Protective Railing behind curb ramp per SDRSD M-24	EA	1	\$5,000.00	\$5,000.00	\$6,170.00	\$6,170.00	\$4,927.50	\$4,927.50
B17	Island Refuge / Passageway with Truncated Domes per City Std SDG-130	EA	1	\$5,000.00	\$5,000.00	\$1,050.00	\$1,050.00	\$5,150.00	\$5,150.00
B18	Adjust Water Valve to New Finished Grade	EA	1	\$300.00	\$300.00	\$40.00	\$40.00	\$154.50	\$154.50
B19	Adjust Manhole to New Finished Grade	EA	1	\$500.00	\$500.00	\$610.00	\$610.00	\$154.50	\$154.50
B20	Adjust Survey Well Monument to New Finished Grade	EA	1	\$700.00	\$700.00	\$400.00	\$400.00	\$309.00	\$309.00
B21	Traffic Signing and Striping	LS	1	\$10,000.00	\$10,000.00	\$8,700.00	\$8,700.00	\$8,410.00	\$8,410.00
B22	Solar Powered LED Enhanced School Warning Sign System	EA	1	\$15,000.00	\$15,000.00	\$14,700.00	\$14,700.00	\$15,244.00	\$15,244.00
B23	Type 1-B Pole (14') per Caltrans Standard Plan ES-7B (for LED Enhanced School Warning Sign System)	EA	2	\$2,000.00	\$4,000.00	\$1,660.00	\$3,320.00	\$1,445.00	\$2,890.00
				sub total	\$119,000.00		\$118,209.50		\$126,441.60

Bid Schedule C - East 8th Street from Palm Avenue to Harbison Avenue

C1	Mobilization / Demobilization	LS	1.00	\$500.00	\$500.00	\$490.00	\$490.00	\$1,030.00	\$1,030.00
C2	Surveying	LS	1.00	\$2,000.00	\$2,000.00	\$740.00	\$740.00	\$2,338.10	\$2,338.10

Three Lowest Bidders for the National City Citywide Pedestrian Crossings Project, Specification No. 12-12

C3	Clearing & Grubbing	LS	1.00	\$500.00	\$500.00	\$960.00	\$960.00	\$960.00	\$1,236.00	\$1,236.00
C4	Storm Water BMPs	LS	1.00	\$1,000.00	\$1,000.00	\$140.00	\$140.00	\$140.00	\$824.00	\$824.00
C5	Unclassified Excavation	LS	1.00	\$1,000.00	\$1,000.00	\$710.00	\$710.00	\$710.00	\$824.00	\$824.00
C6	Traffic Control	LS	1.00	\$1,000.00	\$1,000.00	\$1,990.00	\$1,990.00	\$1,990.00	\$4,635.00	\$4,635.00
C7	6" Type B-3 Median Curb G-6	LF	300.00	\$20.00	\$6,000.00	\$17.00	\$17.00	\$5,100.00	\$10.30	\$3,090.00
C8	6" Stamped Concrete Median	SF	900.00	\$11.00	\$9,900.00	\$7.65	\$7.65	\$6,885.00	\$10.30	\$9,270.00
C9	Vegetated Median	SF	345.00	\$6.00	\$2,070.00	\$5.65	\$5.65	\$1,949.25	\$10.30	\$3,553.50
C10	Signing and Striping	LS	1.00	\$7,500.00	\$7,500.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,530.20	\$6,530.20
C11	Solar Powered LED Enhanced School Warning Sign System	EA	3.00	\$15,000.00	\$45,000.00	\$15,770.00	\$15,770.00	\$47,310.00	\$15,244.00	\$45,732.00
C12	Type 1-B Pole (14') per Caltrans Standard Plan ES-7B (for LED Enhanced School Warning Sign System)	EA	6.00	\$2,000.00	\$12,000.00	\$1,590.00	\$1,590.00	\$9,540.00	\$1,545.00	\$9,270.00
				sub total	\$88,470.00			\$82,564.25		\$88,332.80

Bid Schedule D - National City Boulevard and 7th Street

D1	Mcobilization / Demobilization	LS	1.00	\$1,000.00	\$1,000.00	\$590.00	\$590.00	\$590.00	\$1,030.00	\$1,030.00
D2	Surveying	LS	1.00	\$1,000.00	\$1,000.00	\$240.00	\$240.00	\$240.00	\$1,349.30	\$1,349.30
D3	Clearing & Grubbing	LS	1.00	\$1,000.00	\$1,000.00	\$590.00	\$590.00	\$590.00	\$1,236.00	\$1,236.00
D4	Unclassified Excavation	LS	1.00	\$4,000.00	\$4,000.00	\$910.00	\$910.00	\$910.00	\$1,030.00	\$1,030.00
D5	Storm Water BMPs	LS	1.00	\$1,000.00	\$1,000.00	\$120.00	\$120.00	\$120.00	\$515.00	\$515.00
D6	Traffic Control	LS	1.00	\$1,000.00	\$1,000.00	\$730.00	\$730.00	\$730.00	\$2,575.00	\$2,575.00
D7	Concrete Curb	LF	148.00	\$20.00	\$2,960.00	\$15.50	\$15.50	\$2,294.00	\$10.30	\$1,524.40
D8	Minor Concrete Curb Paving	LF	74.00	\$20.00	\$1,480.00	\$10.00	\$10.00	\$740.00	\$10.30	\$762.20
D9	Asphalt Paving, 6" thick	SF	148.00	\$14.00	\$2,072.00	\$11.00	\$11.00	\$1,628.00	\$6.40	\$947.20
D10	Asphalt Overlay	SF	740.00	\$5.00	\$3,700.00	\$3.65	\$3.65	\$2,701.00	\$3.80	\$2,812.00

Three Lowest Bidders for the National City Citywide Pedestrian Crossings Project, Specification No. 12-12

D11	Signing and Striping	LS	1.00	\$4,000.00	\$4,000.00	\$3,450.00	\$3,450.00	\$3,337.20	\$3,337.20	
	sub total			\$23,212.00		\$13,993.00		\$17,118.30		
Bid Schedule E - National City Boulevard and 14th Street										
E1	Mobilization / Demobilization	LS	1.00	\$1,000.00	\$1,000.00	\$3,510.00	\$3,510.00	\$3,090.00	\$3,090.00	
E2	Construction Surveying	LS	1.00	\$2,000.00	\$2,000.00	\$1,560.00	\$1,560.00	\$2,157.90	\$2,157.90	
E3	Clearing & Grubbing	LS	1.00	\$1,000.00	\$1,000.00	\$4,450.00	\$4,450.00	\$3,605.00	\$3,605.00	
E4	Unclassified Excavation	LS	1.00	\$7,000.00	\$7,000.00	\$25,120.00	\$25,120.00	\$2,575.00	\$2,575.00	
E5	Storm Water BMPs	LS	1.00	\$2,000.00	\$2,000.00	\$1,340.00	\$1,340.00	\$2,575.00	\$2,575.00	
E6	Traffic Control	LS	1.00	\$1,000.00	\$1,000.00	\$7,110.00	\$7,110.00	\$5,150.00	\$5,150.00	
E7	Import	CY	230.00	\$40.00	\$9,200.00	\$19.00	\$4,370.00	\$15.50	\$3,565.00	
E8	Construct Pedestrian Concrete Pavement G-7, G-9 & G-10	SF	1,770.00	\$5.00	\$8,850.00	\$4.70	\$8,319.00	\$8.20	\$14,514.00	
E9	6" Curb & Gutter, SDRSD G-2	LF	155.00	\$25.00	\$3,875.00	\$25.50	\$3,952.50	\$16.50	\$2,557.50	
E10	Median Curb, SDRSD B-1, G-6	LF	400.00	\$20.00	\$8,000.00	\$24.15	\$9,660.00	\$12.40	\$4,960.00	
E11	6" Curb, SDRSD G-1	LF	30.00	\$20.00	\$600.00	\$20.00	\$600.00	\$10.30	\$309.00	
E12	Cross-gutter, SDRSD G-12	SF	115.00	\$10.00	\$1,150.00	\$8.00	\$920.00	\$10.30	\$1,184.50	
E13	Concrete Median Passageway, Type A w/ domes per Caltrans A88A and A88B	EA	1.00	\$5,000.00	\$5,000.00	\$1,160.00	\$1,160.00	\$1,236.00	\$1,236.00	
E14	Concrete Median Nose per Detail C, sheet 2	SF	30.00	\$30.00	\$900.00	\$23.50	\$705.00	\$20.60	\$618.00	
E15	Concrete Median Nose per Detail C, Sheet 2	SF	400.00	\$5.00	\$2,000.00	\$11.00	\$4,400.00	\$15.50	\$6,200.00	
E16	Concrete in Median for Landscape Maintenance	SF	1,300.00	\$2.00	\$2,600.00	\$0.93	\$1,209.00	\$2.60	\$3,380.00	
E17	Mill Existing Asphalt (2" depth)	TON	210.00	\$125.00	\$26,250.00	\$127.00	\$26,670.00	\$108.50	\$22,785.00	
E18	Asphalt Pavement including overlay	TON	260.00	\$30.00	\$7,800.00	\$26.00	\$6,760.00	\$23.30	\$6,058.00	
E19	Slurry Seal	SY	1,661.00	\$10.00	\$16,610.00	\$7.40	\$12,291.40	\$8.20	\$13,620.20	

Three Lowest Bidders for the National City Citywide Pedestrian Crossings Project, Specification No. 12-12

E20	Curb Ramp, Type A, G-27	EA	4.00	\$1,750.00	\$7,000.00	\$1,350.00	\$5,400.00	\$3,090.00	\$12,360.00
E21	Signing and Striping	LS	1.00	\$5,000.00	\$5,000.00	\$5,780.00	\$5,780.00	\$5,592.90	\$5,592.90
E22	Irrigation System	LS	1.00	\$3,000.00	\$3,000.00	\$7,840.00	\$7,840.00	\$15,450.00	\$15,450.00
E23	Mulch, 3" thick	CY	14.00	\$100.00	\$1,400.00	\$98.00	\$1,372.00	\$206.00	\$2,884.00
E24	5 Gallon Shrubs	EA	325.00	\$30.00	\$9,750.00	\$27.00	\$8,775.00	\$30.90	\$10,042.50
E25	36" Box Trees	EA	9.00	\$1,100.00	\$9,900.00	\$883.00	\$7,947.00	\$1,030.00	\$9,270.00
E26	Bio-Barrier, 20 foot length	EA	17.00	\$200.00	\$3,400.00	\$190.00	\$3,230.00	\$309.00	\$5,253.00
E27	Soil Preparations and Amendments	CY	14.00	\$80.00	\$1,120.00	\$129.00	\$1,806.00	\$309.00	\$4,326.00
E28	90-Day Landscaping Maintenance	LS	1.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$3,090.00	\$3,090.00
E29	Solar Powered LED Enhanced School Warning Sign System	EA	1.00	\$15,000.00	\$15,000.00	\$15,770.00	\$15,770.00	\$15,244.00	\$15,244.00
E30	Type 1-B Pole (14') per Caltrans Standard Plan ES-7B (for LED Enhanced School Warning Sign System)	EA	2.00	\$2,000.00	\$4,000.00	\$1,590.00	\$3,180.00	\$1,545.00	\$3,090.00
				sub total	\$167,405.00		\$186,706.90		\$186,742.50

Additive Bid #1 - All Locations

ADD #1	Removal & Disposal of Unsuitable Subgrade, Provide and Place Mirafi 700x Geotextile Fabric, Provide, Place and Compact Crushed Aggregate Base	TON	500.00	\$30.00	\$15,000.00	\$54.50	\$27,250.00	\$41.20	\$20,600.00
			sub total		\$15,000.00		\$27,250.00		\$20,600.00
			TOTAL BID:		\$756,307.00		\$813,949.15		\$821,420.10
			Written bid		\$756,307.00		\$813,949.15		\$821,620.10

Bid calculation differs from written bid amount

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AWARDING A CONTRACT TO KOCH-ARMSTRONG GENERAL ENGINEERING, INC.,
IN THE NOT TO EXCEED AMOUNT OF \$813,949.15 FOR THE NATIONAL CITY
PEDESTRIAN CROSSINGS PROJECT, AUTHORIZING A 15% CONTINGENCY
IN THE AMOUNT OF \$122,092.37 FOR ANY UNFORESEEN CHANGES,
AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

WHEREAS, the Engineering Division of the Development Services Department, in open session on February 14, 2013, did publicly open, examine, and declare ten sealed bids for the National City Pedestrian Crossings Project ("Project"); and

WHEREAS, because the lowest responsive bid was declared "non-responsive" due to a clerical error, Koch-Armstrong General Engineering, Inc., became the lowest responsive responsible bidder with a proposed bid amount of \$813,949.15; and

WHEREAS, a 15% contingency amount up to \$122,092.37 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the National City Pedestrian Crossings Project to the lowest responsive, responsible bidder, to wit:

KOCH-ARMSTRONG GENERAL ENGINEERING, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$813,949.15 with Koch-Armstrong General Engineering, Inc., for the National City Pedestrian Crossings Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 15% contingency amount up to \$122,092.37 for unforeseen changes to the Project.

PASSED and ADOPTED this 5th day of March, 2013.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 05, 2013

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of The City of National City Supporting and approving the submittal of an application to renew and expand the Recycling Market Development Zone and authorizing the Director of Public Works to execute all documents and activities necessary to administer the Recycling Market Development Zone program. This action has no financial impact to the City.

PREPARED BY: Joe Smith

DEPARTMENT: Public Works

PHONE: 336-4587

APPROVED BY: Joe Smith

EXPLANATION:

See attached Explanation

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

No fiscal impact to General Fund. Recycling Market Development Zone is funded by the Environmental Services Fund and the State of California, Department of Resources, Recycling and Recovery.

ENVIRONMENTAL REVIEW:

Not applicable.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve Resolution

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

Explanation
Proposed Market Development Zone White Paper

Explanation

The goals of the Recycling Market Development Zone, (RMDZ) Program are to encourage California-based recycling businesses located within California to site new manufacturing facilities and expand existing operations. The intent of the Recycling Market Development Zone Loan Program is to help California manufacturers increase their processing capabilities and create additional markets for recycled-content products.

This application for renewal includes expanding the boundaries of the zone to include additional jurisdictions in south San Diego County and all of the jurisdictions of Imperial County. The purpose for expanding the boundaries is to increase the area in which companies that use recycled materials as feedstock for manufacturing are eligible for RMDZ incentives. This expanded zone will be renamed the Southern California Border Region Recycling Market Development Zone.

The RMDZ cover roughly 88,000 square miles of California from the Oregon border to San Diego. There are two areas in San Diego County that have been designated as zones: South San Diego in 1992 and North San Diego County in 1994. The South San Diego County Zone was re-designated again March 31, 2003. The current designation expires on March 31, 2013, and legislation allows for Recycling Market Development Zones to be re-designated.

The re-designation or renewal of the South San Diego County RMDZ is required so that National City as well as other participating agencies of the City and County of San Diego may remain active participants in the RMDZ Program for another ten (10) years. The City of Chula Vista, Public Works Department–Environmental Services Section is currently the Zone Administrator for the South County RMDZ. Chula Vista will continue to operate as the lead agency under the new designation. National City staff is recommending that Council authorize the Public Works Director or Designee to execute all documents and activities necessary to renew and administer the Recycling Market Development Zone Program, in partnership with the CalRecycle.

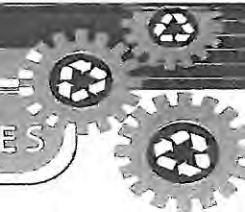
This application for renewal includes expanding the boundaries of the zone to include additional jurisdictions in south San Diego County and all of the jurisdictions of Imperial County, a total of 5,585 square miles. While some of these jurisdictions have limited or no heavy industrial land, their participation in the zone could provide assistance for smaller cottage industries that also use recycled feedstock. Additionally, all jurisdictions will benefit from having local markets for their recycled materials.

The zone will be renamed, the Southern California Border Region Recycling Market Development Zone and is outlined below.

South San Diego County Jurisdictions	Imperial Valley Jurisdictions
Chula Vista	Calipatria
South San Diego City	Westmorland
South San Diego County	Brawley
Imperial Beach	Imperial
National City	El Centro
Coronado	Holtville
Lemon Grove	Unincorporated Imperial County
La Mesa	
El Cajon	
Santee	

The diversion and reuse or remanufacturing of discarded materials from landfills has positive environmental benefits as making products from recycled materials generally requires less energy than those manufactured from virgin materials; recycling provides a more efficient use of the resources already extracted from the earth; and recycling/remanufacturing creates jobs, stimulating the local economy.

There will always be discards, but whether they become waste buried in a landfill or not is a matter of choice. Recycling market development is a necessary step in shifting away from a waste management philosophy towards a materials/resource management philosophy.



PROPOSED EXPANSION OF THE SAN DIEGO COUNTY RECYCLING MARKET DEVELOPMENT ZONE (RMDZ)

The cities of Chula Vista and San Diego, along with the County of San Diego are considering expansion of the Recycling Market Development Zones (RMDZ) within San Diego County.

RMDZs were established by the State to combine recyclable materials with business development and expansion, creating green jobs, and developing local markets for materials diverted from landfills. The RMDZ program does this by providing businesses with low interest business loans, offering free technical assistance, material sourcing assistance and marketing of products made with recycled content. More information about the State program may be found at www.calrecycle.ca.gov/RMDZ.

There are approximately 33 zones throughout the State administered by the Department of Resources Recycling and Recovery (CalRecycle). The San Diego RMDZs are defined as follows:

North San Diego County Recycling Market Development Zone

Located 30 miles north of downtown San Diego via I-15 or I-5. The zone spans from the south, including Poway and the Mira Mesa area, to the northern communities of Fallbrook and Valley Center, and west to the coastal cities along the I-5 corridor. Partner jurisdictions include the cities of Carlsbad, Del Mar, Escondido, Oceanside, Poway, San Diego, San Marcos, Solana Beach, Vista, and the County of San Diego. More details are available at www.calrecycle.ca.gov/rmdz/NoSanDiego.

South San Diego's Recycling Market Development Zone

The south zone includes the City of Chula Vista; a portion of the City of San Diego referred to as Otay Mesa, which encompasses the southeastern most portion of the city; and an adjacent unincorporated area of the County of San Diego. The zone has over 7,500 acres zoned for industrial purposes. In addition, 1,416 acres of the zone have been designated a Foreign Trade Zone, which provides duty reductions and other benefits to importers, exporters, and certain product assemblers. More details are available at www.calrecycle.ca.gov/rmdz/SanDiego.

An expansion would allow all jurisdictions to be eligible to participate in the RMDZ, including the jurisdictions of Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Santee and the portions of the City of San Diego and the unincorporated areas of the County that are currently excluded. Expansion of this program could also transcend county boundaries to include the Imperial Valley cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, Westmoreland and unincorporated County of Imperial. During the expansion process the name of this program will be changed to the more inclusive **San Diego/Imperial Valley Border Region Recycling Market Development Zone**.

Benefits for each jurisdiction may include the creation of green jobs, business recruitment and/or expansion, tax base expansion, reduced costs for waste management, an increased recycling rate and carbon emission reductions. Benefits for the region would be the establishment of additional local markets for recyclable materials.

The expansion of both the North San Diego and South San Diego County RMDZs will not have negative land use or environmental impacts. The RMDZ program does not supersede any current land use policies or regulations. The RMDZ does not relax any permitting or environmental regulations. Businesses which operate in the RMDZ must still meet the same zoning standards and obtain the same environmental permits and clearance as businesses that are not in the RMDZ. Therefore, it will be consistent with existing zoning, plans, and other applicable land use controls. Projects that apply for assistance through the RMDZ are required to be in compliance with all land use policies and regulations in order to qualify for assistance.

Some jurisdictions have little or no industrial zoning and may not be able to site a recycling facility. Although not capable of siting a recycling business, the support of all jurisdictions is respectfully requested in this expansion since all jurisdictions create waste and will benefit from regional solutions to manage waste materials.

RMDZ administrators from the North and South San Diego zones will be contacting each jurisdiction to arrange a meeting to discuss details and benefits of the RMDZ program. Please contact the RMDZ Administrators if have questions, need clarification or are ready to set up a meeting to discuss the proposed expansion.

North San Diego County RMDZ- Michael Wonsidler, County of San Diego, (858) 874-4081

South San Diego County RMDZ – Manuel Medrano, City of Chula Vista, (619) 585-5766

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
SUPPORTING AND APPROVING THE SUBMITTAL OF AN APPLICATION
TO RENEW AND EXPAND THE RECYCLING MARKET DEVELOPMENT ZONE,
AND AUTHORIZING THE PUBLIC WORKS DIRECTOR, OR HIS DESIGNEE,
TO EXECUTE ALL DOCUMENTS AND ACTIVITIES NECESSARY TO
ADMINISTER THE RECYCLING MARKET DEVELOPMENT ZONE PROGRAM

WHEREAS, the California Public Resources Code Section 42010 provides for the establishment and Section 42014 provides for the redesignation of the Recycling Market Development Zone (“RMDZ”) Program throughout the State to provide incentives to stimulate development of post-consumer and secondary materials markets of recyclable products and/or materials; and

WHEREAS, the goals of the RMDZ Program are to encourage California-based recycling businesses located within California to site new manufacturing facilities and expand existing operations to increase their processing capabilities and create additional markets for recycled-content products; and

WHEREAS, California Code of Regulations (“CCR”) Section 17914, Zone Redesignations, allows for RMDZs to be renewed or redesignated; and

WHEREAS, the application for renewal of the RMDZ includes expanding the South San Diego RMDZ to include the cities of Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Santee, and expanding areas of the City and County of San Diego, east to the county line, as well as all jurisdictions and unincorporated areas of Imperial County, under the new name “Southern California Border Region Recycling Market Development Zone”; and

WHEREAS, the diversion and reuse or remanufacturing of discarded materials from landfills has positive environmental benefits as making products from recycled materials generally requires less energy than those manufactured from virgin materials; recycling provides a more efficient use of the resources already extracted from the earth; and recycling/remanufacturing creates jobs, stimulating the local economy; and

WHEREAS, there will always be discards, but whether they become waste buried in a landfill or not is a matter of choice. Recycling market development is a necessary step in shifting away from a waste management philosophy towards a materials/resource management philosophy; and

WHEREAS, the renewal and redesignation of the South San Diego County RMDZ is required so that National City as well as other participating agencies of the City and County of San Diego may remain active participants in the RMDZ Program for another ten (10) years; and

WHEREAS, the City of Chula Vista Public Works Department, Environmental Services Section is currently, and will continue to be, the Zone Administrator for the Southern California Border Region Recycling Market Development Zone; and

WHEREAS, is it requested that the City Council approve the submittal of the application to renew and expand the Recycling Market Development Zone Program, and authorize the National City Public Works Director, or his designee, to execute all documents and activities necessary to renew and administer the Recycling Market Development Zone Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby supports and approves the submittal of an application to renew and expand the Recycling Market Development Zone Program.

BE IT FURTHER RESOLVED that the City Council finds: 1) the current waste management practices and conditions are favorable to the development of post-consumer waste material markets and 2) the designation as a recycling market development zone is necessary to assist in attracting private sector recycling investments in the area.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the National City Public Works Director, or designee, to execute all documents and activities necessary to renew and administer the Recycling Market Development Zone Program.

PASSED and ADOPTED this 5th day of March, 2013.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5th, 2013

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #31 for the period of 01/23/13 through 01/29/13 in the amount of \$775,945.87.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4331

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 01/23/13 through 01/29/13

The Finance Department has implemented a policy explanation of all warrants above \$50,000.00

<u>Vendor</u>	<u>Check</u>	<u>Amount</u>	<u>Explanation</u>
Public Emp Ret System	305650	272,276.05	Retirement Insurance Period 12/25/12-1/07/13
Addisyn Park Apartment	305729	212,842.81	Project Bond Reduction T & A No. 1776

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$775,945.87

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #31



WARRANT REGISTER # 31

1/29/2013

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AK & COMPANY	PREPARATION OF FY 11/12 ANNUAL CLAIMS	305622	1/23/13	3,400.00
ASCAP	NC MEMBERSHIP	305623	1/23/13	651.00
BEST BEST & KRIEGER LLP	LEGAL SVC THROUGH DEC 31, 2012	305624	1/23/13	450.00
CA BUILDING STANDARD COMMISSION	BLDG STANDARDS ADMIN 10/01-12/31/12	305625	1/23/13	246.00
CHRISTIANSEN	EDUCATIONAL REIMBURSEMENT	305626	1/23/13	270.00
CLAIMS MANAGEMENT ASSOCIATES	O & E 18TH ST SEWER SPILL	305627	1/23/13	1,985.60
COUNTY OF SAN DIEGO	SHARE OF PC REV - DEC 2012	305628	1/23/13	11,060.25
DEPT OF CONSERVATION	SMIP FEES, OCT THRU DEC 2012	305629	1/23/13	1,099.96
DIAZ, M	LICENSE REIMBURSEMENT	305630	1/23/13	60.00
DUNBAR ARMORED INC	ARMORED SVCS	305631	1/23/13	148.10
ESGIL CORPORATION	PLAN CHECKING SERVICES OF BUILDING	305632	1/23/13	22,072.28
INSTITUTE OF TRANSP ENGINEERS	ITE MEMBERSHIP 2013	305633	1/23/13	286.62
JASMUND, D	LICENSE REIMBURSEMENT	305634	1/23/13	160.00
KLOS, F	SUBSISTENCE-24 HR DRIVER TRAINING COURSE	305635	1/23/13	517.34
LASER SAVER INC	MOP 45725 TONER CARTRIDGE-CITY CLERK	305636	1/23/13	14.28
LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES - 2013	305637	1/23/13	18,091.70
LEXIS NEXIS	ONLINE LEGAL RESEARCH	305638	1/23/13	427.38
MATTHEW BENDER & CO INC	CA PUBLIC SECTOR LABOR RELATIONS	305639	1/23/13	984.07
MATTHEW BENDER & CO INC	PRACTICE GUIDE: CA LANDLORD	305640	1/23/13	268.33
N C CHAMBER OF COMMERCE	NC TOURISM MARKETING FEE-NOV 2012	305641	1/23/13	14,895.77
NATNL EMERGENCY NUMBER ASSOC	REGISTRATION - B SHERWOOD	305642	1/23/13	345.00
NATNL EMERGENCY NUMBER ASSOC	REGISTRATION - J VILLAGOMEZ	305643	1/23/13	345.00
NATNL EMERGENCY NUMBER ASSOC	REGISTRATION - C MARTINEZ	305644	1/23/13	345.00
NBS	COST ALLOCATION PLAN	305645	1/23/13	2,170.00
NWTC	REGISTRATION- TASER RE-CERTIFICATION	305646	1/23/13	175.00
PANGCO, S	EDUCATIONAL REIMBURSEMENT	305647	1/23/13	463.20
PRO BUILD	MOP 45707 MISC SUPPLIES - FIRE	305648	1/23/13	66.80
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC - NS	305649	1/23/13	28.96
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 12/25 - 01/07/2013	305650	1/23/13	272,276.05
S D TRAINING MANAGERS ASSOC	MEMBERSHIP - 2013	305651	1/23/13	50.00
SAN BERNARDINO COUNTY	TUITION - F KLOS	305652	1/23/13	575.00
SAN DIEGO UNION TRIBUNE	HOUSING ELEMENT WORKSHOP	305653	1/23/13	422.80
SMART SOURCE OF CA LLC	MOP 63845 BUSINESS CARDS-FELLOWS,NISSLE	305654	1/23/13	129.41
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - ENG	305655	1/23/13	223.67
SWEETWATER ASSOCIATES LP	REFUND-DEP #1025 - ALLEY, APRON,X-GUTTER	305656	1/23/13	35,000.00
THE COUNSELING TEAM	TUITION-BASIC PEER SUPPORT-D ESPIRITU	305657	1/23/13	299.00
THE COUNSELING TEAM	TUITION-BASIC PEER SUPPORT - AYDELOTTE	305658	1/23/13	299.00
CMRTA	MEMBERSHIP 1/1/13-12/31/13 / FINANCE	305719	1/24/13	75.00
THE SHOPPER INC	SUPPLIES / LIBRARY	305720	1/24/13	875.54
AGUIRRE, C	REIMB / HOME PROGRAM TRAINING	305721	1/29/13	304.87
BEST BEST & KRIEGER LLP	LEGAL / COMM YOUTH ATHLETIC CNTR	305722	1/29/13	740.50
CHRISTENSEN & SPATH LLP	LEGAL / ARE HOLDINGS VS CDC OF NC	305723	1/29/13	3,786.25
KANE BALLMER & BERKMAN	LEGAL / SUCCESSOR AGENCY SVCS	305724	1/29/13	1,847.50
LASER SAVER INC	MOP / INK CARTRIDGES / SEC 8	305725	1/29/13	900.23
MAZZARELLA LORENZANA LLP	LEGAL / ROSENOW, SPEVACEK GRP	305726	1/29/13	810.00
POWER PLUS	POWER / AQUATIC CENTER	305727	1/29/13	390.00
VERIZON WIRELESS	WIRELESS SVCS - SECTION 8	305728	1/29/13	278.94
ADDISYN PARK APARTMENTS LLC	BOND REDUCTION, T&A #1776	305729	1/29/13	212,842.81
AELE WORKSHOPS	REGISTRATION FEE: J KNIGHT	305730	1/29/13	895.00



WARRANT REGISTER # 31

1/29/2013

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	305731	1/29/13	199.96
ALL THE KINGS FLAGS	PURCHASES FLAGS, ACCESSORIES	305732	1/29/13	510.84
AT&T MOBILITY	SECURE WIRELESS CIRCUIT	305733	1/29/13	6,830.67
ATTENTION GETTERS DESIGN INC	FULL COLOR DIGITAL PRINT EIN VEHICLE	305734	1/29/13	104.64
AVILA, M	LICENSE REIMBURSEMENT	305735	1/29/13	60.00
BOYS & GIRLS CLUB	2013 ANNUAL DINNER - 02/02/13	305736	1/29/13	50.00
BOYS & GIRLS CLUB	2013 ANNUAL DINNER - 02/02/13	305737	1/29/13	50.00
BOYS & GIRLS CLUB	2013 ANNUAL DINNER - 02/02/13	305738	1/29/13	50.00
BRENNTAG PACIFIC INC	BULK CHLORINE	305740	1/29/13	587.31
BUREAU VERITAS N AMERICA INC	CHILLER PROJECT	305741	1/29/13	125.00
CDWG	FUJITSU SCANSNAP S1500 BUNDLE	305742	1/29/13	488.94
CITY CLERKS ASSOCIATION OF CA	MEMBERSHIP RENEWAL	305743	1/29/13	160.00
CLAIMS MANAGEMENT ASSOCIATES	LIABILITY CLAIMS SVCS / JAN 2013	305744	1/29/13	4,965.00
CSMFO	ANNUAL MEMBERSHIP FY2013	305745	1/29/13	110.00
DATA TICKET INC	APPEALS, ON-LINE ACCESS / DEC 2012	305746	1/29/13	2,789.15
DELTA CARE USA	PMI COBRA DENTAL INS - DEC 2012	305747	1/29/13	71.03
DELTA DENTAL	COBRA DENTAL INS - DEC 2012	305748	1/29/13	124.49
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING	305749	1/29/13	5,634.28
DEPT OF JUSTICE	INVESTIGATIVE SERVICES - DEC 2012	305750	1/29/13	128.00
D-MAX ENGINEERING	STORMWATER SERVICES	305751	1/29/13	14,402.28
ERGOGENESIS LLC	R3607 : B1: C1: Y1: SS : AOPL/AOPR	305752	1/29/13	688.75
EYE CLINIC FOR ANIMALS	EYE MEDICATION FOR K9 SAT	305753	1/29/13	86.00
FAST SIGNS	ALUMINUM .080 1 SIDE 10X12 SIGNS	305754	1/29/13	288.85
GAUT, T	CASH ADV - CAL CUPA CONFERENCE	305755	1/29/13	200.00
GRANICUS INC	GRANICUS WEBCAST SVC / SEP 2012	305756	1/29/13	2,954.70
HAMILTON MEATS & PROVISIONS	FOOD / NUTRITION CENTER	305757	1/29/13	1,018.95
HYATT REGENCY ORANGE COUNTY	HOTEL RESERVATION - T GAUT	305758	1/29/13	791.44
HYATT REGENCY ORANGE COUNTY	HOTEL RESERVATION - D JASMUND	305759	1/29/13	791.44
HYATT REGENCY ORANGE COUNTY	HOTEL RESERVATION - CAL CUPA CONFERENCE	305760	1/29/13	769.02
INTER'L INST OF MNCPL CLERK	MEMBERSHIP FEE - M DALLA	305761	1/29/13	200.00
JASMUND, D	CASH ADVANCE - CAL CUPA TRAINING	305762	1/29/13	120.00
JERAULD'S AUTOMOTIVE INC	SHOCK &/OR STRUT ASSEMBLY	305763	1/29/13	854.98
KAISER FOUNDATION HEALTH PLANS	RET INS COBRA - DEC 2012	305764	1/29/13	1,839.44
KIMLEY HORN AND ASSOC INC	ROUNDAABOUT, PLAN REVISION	305765	1/29/13	10,108.00
LADCO	LIABILITY CLAIM COSTS	305766	1/29/13	115.00
LEAGUE OF CALIFORNIA CITIES	WEBINAR: REALIGNMENT IMPACTS	305767	1/29/13	50.00
LINCOLN EQUIPMENT INC	RAY PAK 005891F	305768	1/29/13	998.81
LUNA CONSTRUCTION COMPANY	REFUND OF C&D FEES	305769	1/29/13	200.55
MARITESSA MASANGYA	REFUND-DEP #1101 2207 HIGHLAND AVE	305770	1/29/13	1,446.79
MAYER HOFFMAN MCCANN P C	CITY AUDIT	305771	1/29/13	25,900.00
MOTOR BOOKS	ALLDATA SUBSCRIPTION RENEWAL	305772	1/29/13	1,500.00
NAPA AUTO PARTS	MOP 45735 AUTO PARTS	305773	1/29/13	548.67
NELLANS	REPAIR VERTICAL BLINDS	305774	1/29/13	85.00
OLIVER PACKAGING &	HOME DELIVERED MEAL TRAYS	305775	1/29/13	1,421.00
OLSON, J	CASH ADV FOR CAL CUPA	305776	1/29/13	318.32
PERRY FORD	R&M CITY VEHICLES	305777	1/29/13	3,388.44
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO PARTS	305778	1/29/13	743.56
PRO-EDGE KNIFE	KNIFE SHARPENING SVCS / NUTRITION	305779	1/29/13	46.00
PROJECT PROFESSIONALS CORP.	8TH ST. UTILITIES CONSTRUCTION	305780	1/29/13	24,401.75



WARRANT REGISTER # 31

1/29/2013

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC - NS	305781	1/29/13	14.48
RUSS' BEE REMOVAL	BEE REMOVAL SERVICES	305782	1/29/13	375.00
SAFRAN MORPHOTRUST	INVESTIGATIVE SVCS - DEC 2012	305783	1/29/13	8.00
SANDPIPA	FIDELITY INSURANCE	305784	1/29/13	6,138.00
SCRIPPS MERCY	RADIOLOGY BILL - MRN#701346370	305785	1/29/13	55.00
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	305786	1/29/13	730.02
SMART SOURCE OF CA LLC	MOP 63845 BUSINESS CARDS-FIRE	305787	1/29/13	116.50
SOUTH BAY COMMUNITY SERVICES	CDBGEXP REIMB / OCT - DEC 2012	305788	1/29/13	6,593.00
STACK TRAFFIC CONSULTING INC	REFUND-DEP #1691 8TH ST TRANSIT CENTER	305789	1/29/13	1,250.00
STACK TRAFFIC CONSULTING INC	REFUND-DEP #1701 PORT FIBER OPTIC	305790	1/29/13	750.00
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - MIS	305791	1/29/13	298.83
SWEETWATER AUTHORITY	PARKS WATER BILL	305792	1/29/13	2,835.20
SYSCO SAN DIEGO	SUPPLIES / NUTRITION CENTER	305793	1/29/13	3,197.93
THE LIGHTHOUSE INC	MOP 45726 AUTO PARTS	305794	1/29/13	445.05
THOMSON WEST	ONLINE LEGAL RESEARCH FOR FY13	305795	1/29/13	1,291.26
UNION TRIBUNE	ADV / PUBLIC HEARING NOTICES	305796	1/29/13	900.00
UNITED PARCEL SERVICE	UPS SHIPMENT - LATE FEES	305797	1/29/13	1.10
UNITED ROTARY BRUSH	SWEEPER REPAIRS	305798	1/29/13	242.45
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE / POLICE	305799	1/29/13	337.72
VELASQUEZ, G	REFUND PERFORMANCE DEP #1751	305800	1/29/13	5,000.00
VERGARA, A	SUBSISTENCE - CA UNIFIED PROGRAM ANNUAL	305801	1/29/13	318.32
WEST TECH CONTRACTING INC	REFUND OF DUPLICATE PAYMENT	305802	1/29/13	200.00
ZOLL MEDICAL CORP	AUTOPULSE LI-ION BATTERY / FIRE	305803	1/29/13	2,023.31

A/P Total 766,487.43

	<u>Start Date</u>	<u>End Date</u>	
SECTION 8 HAPS PAYMENTS	1/23/2013	1/29/2013	9,458.44

GRAND TOTAL

\$ 775,945.87

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.

FR


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

LUIS NATIVIDAD, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5th OF MARCH, 2013.

AYES _____

NAYS _____

ABSENT _____

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 5th, 2013

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #32 for the period of 01/30/13 through 02/05/13 in the amount of \$2,683,391.07.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4331

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 01/30/13 through 02/05/13

The Finance Department has implemented a policy explanation of all warrants above \$50,000.00

<u>Vendor</u>	<u>Check</u>	<u>Amount</u>	<u>Explanation</u>
Dixieline Builders	305809	60,000.00	Home Rehab Program 234 Harbison
Public Emp Ret System	305899	276,349.82	Retirement Insurance Period 1/08/13-1/21/13
SANPIPA	305910	457,024.50	Excess Liability Insurance Period 7/01/12-7/01/13
Sweetwater Union HS	305918	83,915.69	CDBG Program Expense Reimbursement

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$2,683,391.07

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #32



WARRANT REGISTER #32

2/5/2013

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HYATT REGENCY ORANGE COUNTY	HOTEL RESERVATIONS - A VERGARA	305804	1/31/13	769.02
PECI, M	RE-ISSUE PAYROLL CHECK 07/18/12	305805	1/31/13	575.08
SDG&E	FACILITIES GAS & ELECTRIC	305806	1/31/13	22,070.82
SWEETWATER AUTHORITY	FACILITIES WATER BILL	305807	1/31/13	13,951.44
BOARD OF EQUALIZATION	SALES TAX LIABILITY FOR PERIOD DEC 2012	305808	1/31/13	12,256.00
DIXIELINE BUILDERS	HOME REHAB PROGRAM/234 HARBISON	305809	2/5/13	60,000.00
ACEDO, I	RETIREE HEALTH BENEFITS/FEB 2013	305810	2/5/13	160.00
ACOSTA, V	LICENSE REIMBURSEMENT / PW	305811	2/5/13	60.00
ALLEN, R	RETIREE HEALTH BENEFITS/FEB 2013	305812	2/5/13	125.00
ANDERSON, E	RETIREE HEALTH BENEFITS/FEB 2013	305813	2/5/13	110.00
AUSTIN DOORS	DOOR REPAIRS	305814	2/5/13	1,132.04
AYDELOTTE, D	REIMBURSEMENT - TORN PANTS	305815	2/5/13	59.39
BEARD, P	RETIREE HEALTH BENEFITS/FEB 2013	305816	2/5/13	70.00
BECK, L	RETIREE HEALTH BENEFITS/FEB 2013	305817	2/5/13	140.00
BISHOP, R	RETIREE HEALTH BENEFITS/FEB 2013	305818	2/5/13	110.00
BLAUER TACTICAL SYSTEMS	TUITION FEE: S.P.E.A.R. OPERATOR COURSE	305819	2/5/13	249.00
BOEGLER, C	RETIREE HEALTH BENEFITS/FEB 2013	305820	2/5/13	260.00
BOYD, P	RETIREE HEALTH BENEFITS/FEB 2013	305821	2/5/13	145.00
BOYS & GIRLS CLUB	ANNUAL DINNER ON 02/02/13	305822	2/5/13	50.00
BROADWAY AUTO ELECTRIC	ELECTRICAL PARTS FOR VEHICLES	305823	2/5/13	369.75
CALIFORNIA COMMERCIAL SECURITY	ELECTRONIC DOOR REPAIRS	305824	2/5/13	1,249.19
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRICAL MATERIAL	305825	2/5/13	677.25
CALIFORNIA HIGHWAY ADOPTION CO	PARADISE CREEK LITTER REMOVAL	305826	2/5/13	864.00
CEB	CA TORT DAMAGES 2013 UPDATE	305827	2/5/13	140.71
CITY OF EL CAJON	MEMBERSHIP & SUBSCRIPTION 2013	305828	2/5/13	583.33
CNOA	TUITION FEE: DUI/SFST	305829	2/5/13	720.00
CONDON, D	RETIREE HEALTH BENEFITS/FEB 2013	305830	2/5/13	280.00
COOPER'S PLUMBING & HEATING	PLUMBING SERVICES, REPAIRS	305831	2/5/13	337.50
CORPUZ, T	RETIREE HEALTH BENEFITS/FEB 2013	305832	2/5/13	140.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS/FEB 2013	305833	2/5/13	250.00
DANIELS TIRE SERVICE	TIRES / PW	305834	2/5/13	112.18
DAY WIRELESS SYSTEMS (20)	RADIO MAINTENANCE SERVICE / PD	305835	2/5/13	5,695.75
DEPARTMENT OF MOTOR VEHICLES	2013 CA VEHICLE CODE BOOKS	305836	2/5/13	270.19
DESROCHERS, P	RETIREE HEALTH BENEFITS/FEB 2013	305837	2/5/13	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS/FEB 2013	305838	2/5/13	70.00
DION INTERNATIONAL TRUCK INC	HOSE 1855592C2	305839	2/5/13	111.88
DREDGE, J	RETIREE HEALTH BENEFITS/FEB 2013	305840	2/5/13	250.00
DREW FORD	MOP 49078 AUTO PARTS	305841	2/5/13	391.64
EISER III, G	RETIREE HEALTH BENEFITS/FEB 2013	305842	2/5/13	250.00
FABINSKI, D	RETIREE HEALTH BENEFITS/FEB 2013	305843	2/5/13	220.00
FERGUSON ENTERPRISES INC	MOP 45723 MATERIALS & SUPPLIES	305844	2/5/13	1,601.05
FON-JON KENNELS	KENNEL FEES / POLICE K9'S	305845	2/5/13	200.00
GACITUA SILVA, C	MILEAGE REIMBURSEMENT-LAND USE LAW	305846	2/5/13	141.44
GELSKEY, K	RETIREE HEALTH BENEFITS/FEB 2013	305847	2/5/13	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS/FEB 2013	305848	2/5/13	120.00
GROSSMAN PSYCHOLOGICAL	MEDICAL SERVICES	305849	2/5/13	925.00
HANSON, E	RETIREE HEALTH BENEFITS/FEB 2013	305850	2/5/13	135.00
HODGES, B	RETIREE HEALTH BENEFITS/FEB 2013	305851	2/5/13	200.00
HOME DEPOT CREDIT SVCS	4LT OXIDE BRASS VANITY FIXTURE	305852	2/5/13	191.61
HUDSON SAFE-T-LITE RENTALS	28" REFLECTIVE CONES / PARKS	305853	2/5/13	522.00



WARRANT REGISTER #32

2/5/2013

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
JAMES, R	RETIREE HEALTH BENEFITS/FEB 2013	305854	2/5/13	140.00
JERAULDS CAR CARE CENTER	CONTROL ARM UPPER LEFT 6W1Z	305855	2/5/13	1,952.92
JOHN DEERE LANDSCAPES	MOP 69277 PLANTING MATERIALS	305856	2/5/13	472.39
JUNIEL, R	RETIREE HEALTH BENEFITS/FEB 2013	305857	2/5/13	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS/FEB 2013	305858	2/5/13	300.00
KING B, C	PAYMENT REFUND LOAN-CDC#199921	305859	2/5/13	39.32
LANDA, A	RETIREE HEALTH BENEFITS/FEB 2013	305860	2/5/13	155.00
LASER SAVER INC	MOP 45725 MATERIALS & SUPPLIES	305861	2/5/13	171.89
LEAGUE OF CALIFORNIA CITIES	9-MEETINGS FOR 3 ATTENDEES	305862	2/5/13	810.00
LEAGUE OF CALIFORNIA CITIES	SD COUNTY DIV MEETING OCT/DEC 2012	305863	2/5/13	60.00
LIMFUOCO, M	RETIREE HEALTH BENEFITS/FEB 2013	305864	2/5/13	160.00
LUSARDI CONSTRUCTION CO	REFUND OF C&D FEES 2700 NC BLVD	305865	2/5/13	3,452.75
LUSARDI CONSTRUCTION CO	REFUND OF C&D FEES- 2626 NC BLVD	305866	2/5/13	2,439.50
MALDONADO, M	RETIREE HEALTH BENEFITS/FEB 2013	305867	2/5/13	130.00
MASON'S SAW &	MOP 45729 MATERIALS & SUPPLIES	305868	2/5/13	746.93
MATIENZO, M	RETIREE HEALTH BENEFITS/FEB 2013	305869	2/5/13	100.00
MAYER REPROGRAPHICS	PRINTING OF SPEC. 12-12	305870	2/5/13	515.65
MC CABE, T	RETIREE HEALTH BENEFITS/FEB 2013	305871	2/5/13	280.00
MEDINA, R	RETIREE HEALTH BENEFITS/FEB 2013	305872	2/5/13	105.00
METRO AUTO PARTS DISTRIBUTOR	MOP 75943 AUTO PARTS	305873	2/5/13	39.99
METRO FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	305874	2/5/13	194.14
MEYERS/NAVE LAW CORP	LEGAL: SANDOVAL	305875	2/5/13	10,042.50
MEYERS/NAVE LAW CORP	LEGAL: SEIU - CS #LA-CE-603-M	305876	2/5/13	27.50
MURRAY, J	RETIREE HEALTH BENEFITS/FEB 2013	305877	2/5/13	150.00
MYERS, B	RETIREE HEALTH BENEFITS/FEB 2013	305878	2/5/13	140.00
NAPA AUTO PARTS	MOP 45735 AUTO PARTS	305879	2/5/13	31.57
NATIONAL CITY AUTO TRIM	MOP 72441 R&M AUTO EQUIPMENT	305880	2/5/13	95.00
NATIONAL CITY TROPHY	MOP 66556 R&M BUILDINGS	305881	2/5/13	33.79
NITV FEDERAL SERVICES LLC	RECERTIFICATION TRAINING	305882	2/5/13	295.00
NOSAL, W	RETIREMENT SETTLEMENT/FEB 2013	305883	2/5/13	1,137.19
NOTEWARE, D	RETIREE HEALTH BENEFITS/FEB 2013	305884	2/5/13	120.00
OCHOA, I	RETIREE HEALTH BENEFITS/FEB 2013	305885	2/5/13	125.00
ORIENTAL TRADING CO INC	CRAFT SUPPLIES / CSD	305886	2/5/13	402.65
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS	305887	2/5/13	375.00
PACIFIC TELEMAGEMENT SERVICE	PAYPHONE SERVICES	305888	2/5/13	228.00
PADRE JANITORIAL SUPPLIES INC	HDM SUPPLIES / NUTRITION	305889	2/5/13	122.84
PAUU JR, P	RETIREE HEALTH BENEFITS/FEB 2013	305890	2/5/13	340.00
PEASE JR	RETIREE HEALTH BENEFITS/FEB 2013	305891	2/5/13	140.00
PERRY FORD	MOP 45703 R&M AUTO EQUIPMENT	305892	2/5/13	319.86
PETERS, S	RETIREE HEALTH BENEFITS/FEB 2013	305893	2/5/13	290.00
POST, R	RETIREE HEALTH BENEFITS/FEB 2013	305894	2/5/13	280.00
POTTER, C	RETIREE HEALTH BENEFITS/FEB 2013	305895	2/5/13	150.00
PRO BUILD	MOP 45707 BUILDING MATERIALS	305896	2/5/13	1,408.07
PROJECT PROFESSIONALS CORP.	STREET RESURFACING/CDBG CONCRETE	305897	2/5/13	17,857.25
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICE	305898	2/5/13	463.56
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 01/08/13-01/21/13	305899	2/5/13	276,349.82
RAUCH DETISCH & STEINKE	INV 10057/10056 DEC 2012	305900	2/5/13	907.50
RAY, S	RETIREE HEALTH BENEFITS/FEB 2013	305901	2/5/13	190.00
RED WING SHOES	WATERPROOF SAFETY BOOTS / PW	305902	2/5/13	125.00
RIO HONDO COLLEGE	TUITION FEE: FIELD TRAINING OFFICER COURSE	305903	2/5/13	38.00



WARRANT REGISTER #32

2/5/2013

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ROARK, L	RETIREE HEALTH BENEFITS/FEB 2013	305904	2/5/13	135.00
ROE, V	RETIREE HEALTH BENEFITS/FEB 2013	305905	2/5/13	120.00
RPM WELDING INC	MOP 45749 R&M BUILDINGS	305906	2/5/13	968.80
RUIZ, J	RETIREE HEALTH BENEFITS/FEB 2013	305907	2/5/13	310.00
S D COUNTY SHERIFF'S DEPT	SHERIFF'S RANGE / POLICE	305908	2/5/13	200.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC SERVICE / NUTRITION	305909	2/5/13	1,667.47
SANDPIPA	EXCESS LIABILITY INS/ 7/01/12-7/01/13	305910	2/5/13	457,024.50
SCRIPPS MERCY	EMERGENCY BILL	305911	2/5/13	3,157.00
SERVATIUS, J	RETIREE HEALTH BENEFITS/FEB 2013	305912	2/5/13	340.00
SHORT, C	RETIREE HEALTH BENEFITS/FEB 2013	305913	2/5/13	300.00
SMART SOURCE OF CA LLC	MOP 63845. VEHICLE PERMIT DECAL / FIN	305914	2/5/13	521.44
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES- FINANCE	305915	2/5/13	1,074.00
STARTECH COMPUTERS	MOP 61744. COMPUTER SUPPLIES / MIS	305916	2/5/13	1,043.88
STRASEN, W	RETIREE HEALTH BENEFITS/FEB 2013	305917	2/5/13	135.00
SWEETWATER UNION HIGH SCH DIST	CDBG PROGRAM EXPENSE REIMBURSEMENT	305918	2/5/13	83,915.69
TARGETSOLUTIONS	RENEWAL OF ANNUAL USER LICENSE	305919	2/5/13	3,395.00
THE LIGHTHOUSE INC	MOP 45726 AUTO PARTS	305920	2/5/13	246.85
THE PUBLIC RETIREMENT JOURNAL	SEMINAR REGISTRATION-S STEVENSON	305921	2/5/13	190.00
THE STAR NEWS	ADVERTISEMENT FOR VEHICLE AUCTION	305922	2/5/13	46.13
TRIVIZ, R	RETIREE HEALTH BENEFITS/FEB 2013	305923	2/5/13	135.00
TURF MAKER	KENYON CLASSIC SUPER LUKE RAKE	305924	2/5/13	186.83
U S BANK	CREDIT CARD EXP - FIRE	305925	2/5/13	3,496.00
U S BANK	CREDIT CARD EXP - PD	305926	2/5/13	96.73
UNITED RENTALS	CONCRETE BATCH PLANT MIX	305927	2/5/13	179.85
UNITED ROTARY BRUSH	SWEEPER REPAIRS	305928	2/5/13	265.78
URIAS, N	RETIREE HEALTH BENEFITS/FEB 2013	305929	2/5/13	125.00
VALLEY INDUSTRIAL SPECIALTIES	OASIS P8AC WATER COOLER #000001	305930	2/5/13	1,098.46
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE / POLICE	305931	2/5/13	206.00
VERIZON WIRELESS	CELL PHONE CHGS - 12/22/12-01/21/13	305932	2/5/13	60.29
W W GRAINGER	MOP 65179 MATERIALS & SUPPLIES	305933	2/5/13	1,340.90
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	305934	2/5/13	2,085.87
WESTFLEX INDUSTRIAL	MOP 63850 HORTICULTURE ITEMS	305935	2/5/13	572.91
WILLY'S ELECTRONIC SUPPLY	MOP 45763. SUPPLIES / PARKS	305936	2/5/13	309.88
ZEFERINO, L	ADV SUBSISTENCE-FIELD TRAINING OFFICER	305937	2/5/13	914.47
ZIETLOW, D	RETIREE HEALTH BENEFITS/FEB 2013	305938	2/5/13	150.00

A/P Total 1,020,052.57

WIRED PAYMENTS

TRISTAR RISK MANAGEMENT	PREFUND RADER, J	520530	1/30/13	19,096.81
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SECTION 8 HAPS PAYMENTS

Start Date	End Date	768,838.76
1/30/2013	2/5/2013	

PAYROLL

Pay period	Start Date	End Date	Check Date	875,402.93
3	1/8/2013	1/21/2013	1/30/2013	

GRAND TOTAL

\$ 2,683,391.07

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.

MR


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

LUIS NATIVIDAD, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 5th OF MARCH, 2013.

AYES _____

NAYS _____

ABSENT _____

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO. |

ITEM TITLE:

TEMPORARY USE PERMIT – 6th Annual Community Easter Egg Hunt 2013 sponsored by Cornerstone Church of San Diego at Las Palmas Park on March 30, 2013 from 11 a.m. to 3 p.m. with no waiver of fees.

PREPARED BY: Vianey Rolon |

DEPARTMENT: Neighborhood Services Division

PHONE: (619) 336-4364 |

APPROVED BY: _____

EXPLANATION:

This is a request from the Cornerstone Church of San Diego to conduct an Easter Egg Hunt at Las Palmas Park on March 30, 2013 from 11 a.m. to 3 p.m. Set up for the event will commence at 6:00 a.m. on the day of the event. This event will include an Easter Egg hunt for appropriate age groups, face painting, music stage with monitored sound system and eating areas with tables and chairs. Free games will be provided.

Cornerstone Church will set up approximately ten 10x10 booths.

The applicant is not requesting the use of the City's stage and will provide their own security for this event.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP, plus \$200.00 for the Fire Inspection.
Total fees: \$437.00

ENVIRONMENTAL REVIEW:

N/A |

ORDINANCE: INTRODUCTION: **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. |

BOARD / COMMISSION RECOMMENDATION:

N/A |

ATTACHMENTS:

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

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

SPONSORING ORGANIZATION: **Cornerstone Church of San Diego**
EVENT: **Easter Egg Hunt at Las Palmas Park**
DATE OF EVENT: **March 30, 2013**
TIME OF EVENT: **11 a.m. to 3 p.m.**

APPROVALS:

NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
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:

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

FINANCE

Cornerstone needs to renew both of their B.L.'s and all vendors must be licensed. Food vendors must have health permits.

I need a list of the vendors at least 2 weeks prior to the event.

POLICE

I will put out extra patrol and ask to see if any reserves are available to assist in security.

DEVELOPMENT SERVICES

Engineering Department: No comments.

Planning: PA system to be directed away from residential areas. All activities must comply with Title 12 (Noise) of the Municipal Code..

Building: No comments.

FIRE (619) 336-4550

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

- 1) Access to the area to be maintained at all times, entrances and emergency roadways.
- 2) Fire Department access into and through booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 6) Provide a 2A:10BC fire extinguisher at stage area. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. See *Attached*
- 7) Internal combustion power sources that may be used for This event shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use.
- 8) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away stage area
- 9) Internal combustion power sources that may be used shall be of adequate capacity to permit uninterrupted operation during normal operating hours.
- 10) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 11) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all rides, cooking areas, game booths, etc.
- 12) If tents or canopies are used, the following information shall apply:
 - Tents having an area from 0-200 square feet shall be \$200.00
 - Tents having an area more than 201 square feet shall be \$400.00
 - Canopies having an area from 0-400 square feet shall be no charge.
 - Canopies from 401-500 square feet shall be \$250.00.
 - Canopies from 501-600 square feet shall be \$300.00.
 - Canopies from \$601.00 or greater shall be \$400.00.
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.

- Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.

A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet State Fire Marshal approval for cooking. See Fire Marshal for required explanation.***

- 13) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of tents or canopies
- 14) All cooking booths or areas to have one 2A:10BC fire extinguisher. **If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required.** See Fire Marshal for required explanation. All fire extinguishers to have a current State Fire Marshal Tag attached. *See Attached*
- 15) First Aid will be provided by Cornerstone Church of San Diego personnel.
- 16) *Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of one hundred (\$200.00) dollars.*
- 17) **Inspection Is Required. Please see Fire Department for fees and required permit.**
- 18) Fire Department fees can only be waived by City Council.

If you have any questions please feel free to contact me.

RISK MANAGER (619) 336-4300

Obtain Certificate of Insurance showing the City of National City as certificate holder

Provide Additional insured endorsement naming the City of National City as an additional insured.

PUBLIC WORKS (619) 336-4580

Public Works has no involvement in supplying support to this event.

However, Parks Division made the following comments:

- Irrigation will be turned off prior to this event.
- There is no electrical in this area.
- Event organizer must clean up after event.

Let me know if you have any questions or need additional information.

EVENT INFORMATION

Type of Event:
 Public Concert Fair Festival Community Event
 Parade Demonstration Circus Block Party
 Motion Picture Grand Opening Other _____

Event Title: Community Easter Egg Hunt

Event Location: Las Palmas

Event Date(s): From 03/30/13 to 03/30/13 Total Anticipated Attendance: 2500
Month/Day/Year (1500 Participants)
(1000 Spectators)

Actual Event Hours: 11:00 am/pm to 3:00 am/pm

Setup/assembly/construction Date: 03/30/13 Start time: 6:00 am

Please describe the scope of your setup/assembly work (specific details): _____

Set up stage and sound system, tables, chairs and canopies

Dismantle Date: 03/30/13 Completion Time: 5:00 pm 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.
This event will be contained within the park limits, no streets should be affected.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: Cornerstone Church of San Diego For Profit
 Not-for-Profit

Chief Officer of Organization (Name) Sergio De La Mora

Applicant (Name): Mike Ramirez

Address: 1914 Sweetwater Rd. National City, CA 91950

Daytime Phone: 619 425-9333 Evening Phone: 619 414-2480 Fax: () _____

Contact Person "on site" day of the event: Eddie Palato

Pager/Cellular: 619-342-6912

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): _____

\$ 0.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 8,000.00 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.

Roped off areas for appropriate age group egg hunt. Face painting, music stage

monitored sound system. Eating areas/ tables and chairs. Free Games provided.

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: _____

OVERALL EVENT DESCRIPTION

- 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 Vendors: Rodeo Meats/ Sodas, ice cream, tacos, candy...
-
- 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 10 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 stage or PA system?

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: BBQ

If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify): _____

- Portable and/or Permanent Toilet Facilities
 Number of portable toilets: _____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
- Tables and Chairs
- Fencing, barriers and/or barricades
- Generator locations and/or source of electricity
- Canopies or tent locations (include tent/canopy dimensions)
- Booths, exhibits, displays or enclosures
- Scaffolding, bleachers, platforms, stages, grandstands or related structures
- Vehicles and/or trailers
- Other related event components not covered above
- Trash containers and dumpsters
 (Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.)
 Number of trash cans: 6 Trash containers with lids: 0

Describe your plan for clean-up and removal of waste and garbage during and after the event:

SAFETY/SECURITY/ACCESSIBILITY

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

Cornerstone Security and Cornerstone Traffic Ministries

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.
A First Aid Tent will be on site throughout the event with church staff

manning the station.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
Event will be held on public property that complies with ADA requirements.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:
Parking will be on the two parking lots in the park as well as available

street parking

Please describe your plan for DISABLED PARKING:
Las Palmas Park Parking lot provides disabled parking.

PARKING PLAN/MITIGATION OF IMPACT

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

Flyers, radio

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: One Number of Bands: One

Type of Music: Christian Worship Music

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

Start time: 11am am/pm Finish Time 3pm am/pm

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

Start time: 10am am/pm Finish Time 11am am/pm

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

Speakers, sound system, microphones and musical instruments

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

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

Event Banners indicating activities and hours of the event

Revised 08/10/05

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 Cornerstone Church of San Diego


Person in Charge of Activity Eddie Palato

Address 1914 Sweetwater Rd. National City, CA 91950

Telephone 619-425-9333 **Date(s) of Use** 03-31-2013

HOLD HARMLESS AGREEMENT

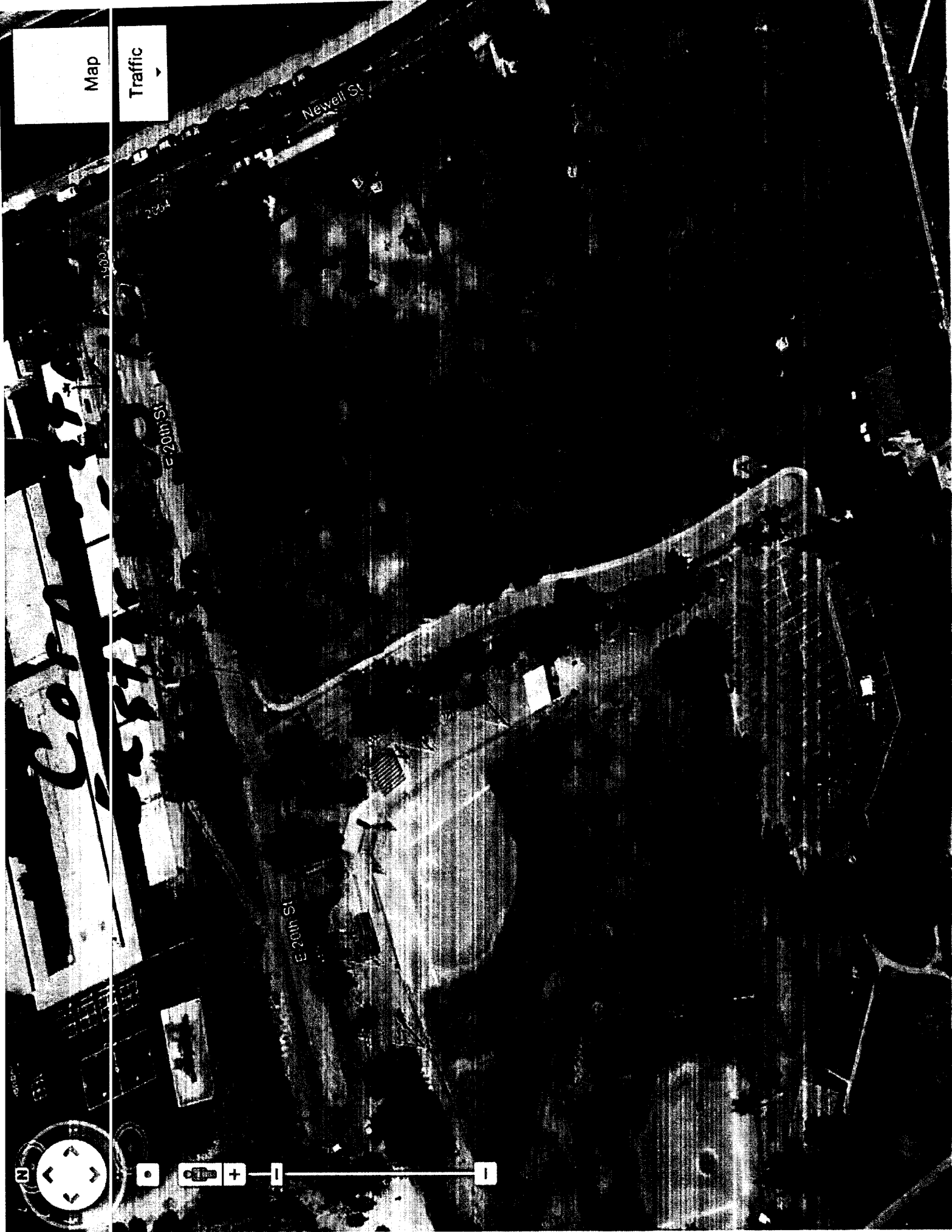
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.


Signature of Applicant
Assistant Pastor
Official Title
01-29-2013
Date

For Office Use Only

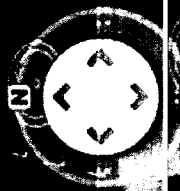
Certificate of Insurance Approved _____ Date _____

Generator



Map

Traffic





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church & Casualty 3440 Irvine Ave Newport Beach CA 92660		CONTACT NAME: Yolanda Barron PHONE (A/C No. Excl): (800) 995-7525 E-MAIL ADDRESS: Yolanda@churchandcasualty.com FAX (A/C No.): (800) 995-7521	
INSURED CORNERS'TONE CHURCH OF SAN DIEGO 1920 SW.ETWATER RD NATIONAL CITY CA 91950-7628		INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Co NAIC # 18767 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER:CL1313181784

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	0168013-02-480299	7/5/2012	7/5/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROP RETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of insurance for Church Easter Egg Hunt located at Las Palmas Park, National City, CA on March 30, 2013. Certificate holder is named additional insured but only with respect to the activities of the Named Insured on the above described premises. All activities/operations not specifically ran/or conducted by the Named Insured are excluded.

CERTIFICATE HOLDER

CANCELLATION

City of National City, its officials, agents and employees 1243 National City Blvd., National City, CA 91950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Taheri Kenari/JANIC <i>Jahid Taheri Kenari</i>

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO. |

ITEM TITLE:

TEMPORARY USE PERMIT – American Cancer Society’s National City Relay for Life at Kimball Park from August 23, 2013 starting at 9 a.m. and concludes August 25, 2013 at 9 a.m. This is a City co-sponsored event pursuant to City Council Policy #804.

PREPARED BY: Vianey Rolon

DEPARTMENT: Neighborhood Services Division

PHONE: 619-336-4364

APPROVED BY: _____

EXPLANATION:

This is a request from the American Cancer Society to conduct the National City Relay for Life event at Kimball Park from August 23 thru 25, 2013. This event is a 24-hour walking relay that starts at 9 a.m. on August 23rd and concludes at 9 a.m. on August 25th. This relay will raise money for the fight against cancer. During the event there will be food, entertainment, including 15 bands, and educational activities.

The event organizers will also provide professional security, rented lighting, first aid, and portable toilets for the event.

This event is eligible for the maximum fee waiver of \$1,000 pursuant to City Council Policy No. 804.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP through various City departments, plus \$488.46 for Public Works, and \$600.00 for Fire permits.

Total fees are \$1,325.46 (not reflecting the \$1,000.00 waiver) |

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with a waiver of fees totaling \$1,000.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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



EVENT INFORMATION

Type of Event:

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

Event Title: AMERICAN CANCER SOCIETY RELAY FOR LIFE

Event Location: KIMBALL PARK

Event Date(s): From 8/23/2013 to 8/25/2013 Total Anticipated Attendance: 500
Month/Day/Year (Participants) (Spectators)

Actual Event Hours: 9 am/pm to 9 am/pm

Setup/assembly/construction Date: 8/23 Start time: 08:00

Please describe the scope of your setup/assembly work (specific details): _____

ACS STAFF & LOGISTICS CHAIR WILL CHALK OUT CAMP-SITES SO PARTICIPANT CAN SET UP FOR DAY OF EVENT.

Dismantle Date: 8/25/2013 Completion Time: 12:00 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.

NO STREET CLOSURE REQUIRED

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: AMERICAN CANCER SOCIETY CALIF INC For Profit Not-for-Profit

Chief Officer of Organization (Name) DAVID VENEZIANO

Applicant (Name): EDDIE SAMANIELO

Address: 2655 CAMINO DEL RIO N. SUITE 100, SAN DIEGO 92108

Daytime Phone: (619) 662 7423 Evening Phone: (619) 869 1824 Fax: (619) 293. 3319

Contact Person "on site" day of the event: EDDIE SAMANIELO

Eddie.Samanie60@aacr.org Pager/Cellular: 619 869 1824

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): _____

\$ 70,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 7,000 Estimated Expenses for this event.

\$ 63,000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

**OVERALL EVENT DESCRIPTION
ROUTE MAP/SITE DIAGRAM/SANITATION**

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

24 HR EVENT TO MOBILIZE THE AMERICAN CANCER SOCIETY'S PROGRAMS & SERVICES. RAISE AWARENESS ABOUT CANCER PREVENTION & RAISE FUNDS FOR THE AMERICAN CANCER SOCIETY.

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: _____

OVERALL EVENT DESCRIPTION

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: _____

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 5 Sizes 1-10x10, 2-16x20, 1-20x20, 1-40x40
NOTE: A separate Fire Department permit is required for tents or canopies.

YES NO Will the event involve the use of the City stage or PA system?

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

- Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
- Food Concession and/or Food Preparation areas
Please describe how food will be served at the event: _____

If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify): _____

- Portable and/or Permanent Toilet Facilities
Number of portable toilets: 6 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
- Tables and Chairs
- Fencing, barriers and/or barricades
- Generator locations and/or source of electricity
- Canopies or tent locations (include tent/canopy dimensions)
- Booths, exhibits, displays or enclosures
- Scaffolding, bleachers, platforms, stages, grandstands or related structures
- Vehicles and/or trailers
- Other related event components not covered above
- Trash containers and dumpsters
(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.)
Number of trash cans: 20 Trash containers with lids: 3 DUMPSTERS

Describe your plan for clean-up and removal of waste and garbage during and after the event:

EDCO SPONSOR THE EVENT - VOLUNTEERS W/ DISPOSE OF TRASH.

SAFETY/SECURITY/ACCESSIBILITY

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

SECURITY WILL BE PROVIDED BY ELITE

YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: ELITE SHOW SERVICES INC

Security Organization Address: 2878 CAMINO DEL RIO SOUTH #260
SAN DIEGO, CA 92108

Security Director (Name): MIKE WILSON Phone: 619-574-1589

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:

PARK LIGHTING & RENTED LIGHT TOWERS

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

FIRST AID BOX ON SITE, FIRST AID & CPR
VOLUNTEERS ON SITE & CERT.

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

PARK IS ADA COMPLIANT

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

PARK PARKING LOTS & STREET PARKING

Please describe your plan for DISABLED PARKING:

ADA PARKING STALLS AVAILABLE

PARKING PLAN MITIGATION OF IMPACT

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

MAIL NOTICE 72 HRS 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: 15

Type of Music: VARIETY

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

Start time: 8:30 am pm Finish Time 09:00 am pm

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

Start time: 08:30 am pm Finish Time 08:30 am pm

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

VARIOUS INSTRUMENTS BY MUSICIANS

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

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

LIGHT TOWER, BANNERS & LUMINARIA BALS

For Office Use Only

Event: _____

Department _____ Date _____

Approved? ____ Yes ____ No _____ Initial

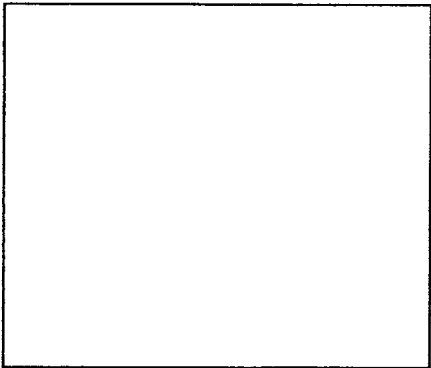
Specific Conditions of Approval

Council Meeting Date: _____

Approved: Yes No _____

Vote: _____

Kathleen Trees, Director
Building & Safety Department



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 AMERICAN CANCER SOCIETY CA DIV INC

Person in Charge of Activity EDDIE SAMANIELO

Address 2655 CAMINO DEL RIO, SAN DIEGO, CA 92108

Telephone 619-682-7423 Date(s) of Use 08/23/2013 - 08/25/2013

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Indra [Signature]
Signature of Applicant

VP Border Sierra & Orange County 1/10/13
Official Title Date

For Office Use Only

Certificate of Insurance Approved _____ Date _____

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

SPONSORING ORGANIZATION: **American Cancer Society**
 EVENT: **Relay For Life of National City**
 DATE OF EVENT: **August 23-25, 2013**
 TIME OF EVENT: **9 a.m. Saturday to 9 a.m. Sunday**

APPROVALS:

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]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER

Applicant to provide insurance certificate and specific endorsement naming the City of National City as an additional named insured. We should then be ok to proceed.

FIRE (619) 336-4550

Fees will be required for after hour inspection, tents and canopies (\$600.00). Please contact the National City Fire Department for payment of fees

Provide map of site area. Map to include placement of Fire Department requests. Please make sure site plan is legible

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

- 1) Access to the street to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc
- 2) Fire Department access into and through the camp areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed

- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) Provide a 2A:10BC fire extinguisher at stage. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance
- 7) 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. **All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example**
- 8) Additional fire extinguisher shall be placed around the circumference of the **track and bowl** area so as to provide fire protection for "Luminary Bags". Fire extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. **Extinguisher shall be labeled "Fire Extinguisher"**
- 9) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal
- 10) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit uninterrupted operation during normal operating hours
- 11) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc
- 13) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred **(\$200.00) dollars**
- 14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only
- 15) If tents or canopies are used, the following information shall apply:
 - Tents having an area from 0-200 square feet shall be \$200.00
 - Tents having an area more than 201 square feet shall be \$400.00
 - Canopies having an area from 0-400 square feet shall be no charge
 - Canopies from 401-500 square feet shall be \$250.00
 - Canopies from 501-600 square feet shall be \$300.00
 - Canopies from 601 square feet or greater shall be \$400.00
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly
 - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council
 - **A ten feet separation distance must be maintained between tents and canopies**
 - A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.**

Certificate of flame resistance shall be provided to the National City Fire Department prior to the event

- 16) First Aid will be provided by organization
- 17) Provide map of site area. Map to include placement of Fire Department requests

Fire Department Fees can only be waived by City Council

Approval contingent upon final field inspection and compliance with all applicable codes and ordinances

POLICE

Will request for extra patrol and reserves if available.

PUBLIC WORKS

Street Division:

No involvement.

Facilities Division:

- Electrician, 10 hrs OT @ \$33.32/hr, for a total of \$333.20
- Custodians have no involvement in this event.

Parks Division:

- Two hours at \$46.58 per hour overtime rate (\$93.16) for one staff to inspect after event and fill out Storm Water Compliance Inspection for Special Event Report and litter clean up.
- Two hours at regular pay of \$31.05 per hour (\$62.10) for set up of park safety area.
- Event organizers to clean up litter during event

DEVELOPMENT SERVICES

BUILDING: No comments

ENGINEERING: No comments.

PLANNING: Lights and light towers to be directed away from residential areas and Paradise Creek

FINANCE

American Cancer Society needs to update their Business License.

COMMUNITY SERVICES

The Movies in the Park schedule has already been scheduled with our vendor and the County of San Diego (partner agency for the whole program) so if we can just note that even though the last two years the Relay for Life and Friday Movie in the Park occurred the same weekend this year they will not.

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.



EVENT INFORMATION

Type of Event:

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

Event Title: AMERICAN CANCER SOCIETY RELAY FOR LIFE

Event Location: KIMBALL PARK

Event Date(s): From 8/23/2013 to 8/25/2013 Total Anticipated Attendance: 500
Month/Day/Year Participants Spectators

Actual Event Hours: 9 am/pm to 9 am/pm

Setup/assembly/construction Date: 8/23 Start time: 08:00

Please describe the scope of your setup/assembly work (specific details):
ACS STAFF & LOGISTICS CHAIR WILL CHALK OUT CAMP-SITES SO PARTICIPANT CAN SET UP FOR DAY OF EVENT.

Dismantle Date: 8/25/2013 Completion Time: 12:00 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.

NO STREET CLOSURE REQUIRED

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: AMERICAN CANCER SOCIETY CALIF INC For Profit Not-for-Profit

Chief Officer of Organization (Name) DAVID VENEZIANO

Applicant (Name): EDDIE SAMANIELO

Address: 2655 CAMINO DEL RIO N. SUITE 100, SAN DIEGO 92108

Daytime Phone: (619) 662 7423 Evening Phone: (619) 869 1824 Fax: (619) 293. 3319

Contact Person "on site" day of the event: EDDIE SAMANIELO

Eddie.Samanie60@aacr.org Pager/Cellular: 619 869 1824

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): _____

\$ 70,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 7,000 Estimated Expenses for this event.

\$ 63,000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

**OVERALL EVENT DESCRIPTION
ROUTE MAP/SITE DIAGRAM/SANITATION**

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

24 HR EVENT TO MOBILIZE THE AMERICAN CANCER SOCIETY'S PROGRAMS & SERVICES. RAISE AWARENESS ABOUT CANCER PREVENTION & RAISE FUNDS FOR THE AMERICAN CANCER SOCIETY.

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: _____

OVERALL EVENT DESCRIPTION

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: _____

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 5 Sizes 1-10x10, 2-16x20, 1-20x20, 1-40x40
NOTE: A separate Fire Department permit is required for tents or canopies.

YES NO Will the event involve the use of the City stage or PA system?

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

- Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
- Food Concession and/or Food Preparation areas
Please describe how food will be served at the event: _____

If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify): _____

- Portable and/or Permanent Toilet Facilities
Number of portable toilets: 6 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
- Tables and Chairs
- Fencing, barriers and/or barricades
- Generator locations and/or source of electricity
- Canopies or tent locations (include tent/canopy dimensions)
- Booths, exhibits, displays or enclosures
- Scaffolding, bleachers, platforms, stages, grandstands or related structures
- Vehicles and/or trailers
- Other related event components not covered above
- Trash containers and dumpsters
(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.)
Number of trash cans: 20 Trash containers with lids: 3 DUMPSTERS

Describe your plan for clean-up and removal of waste and garbage during and after the event:

EDCO SPONSOR THE EVENT - VOLUNTEERS W/ DISPOSE OF TRASH.

SAFETY/SECURITY/ACCESSIBILITY

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

SECURITY WILL BE PROVIDED BY ELITE

YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: ELITE SHOW SERVICES INC

Security Organization Address: 2878 CAMINO DEL RIO SOUTH #260
SAN DIEGO, CA 92108

Security Director (Name): MIKE WILSON Phone: 619-574-1589

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:

PARK LIGHTING & RENTED LIGHT TOWERS

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

FIRST AID BOX ON SITE, FIRST AID & CPR
VOLUNTEERS ON SITE & CERT.

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

PARK IS ADA COMPLIANT

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

PARK PARKING LOTS & STREET PARKING

Please describe your plan for DISABLED PARKING:

ADA PARKING SPOTS AVAILABLE

PARKING PLAN MITIGATION OF IMPACT

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

MAIL NOTICE 72 HRS 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: 15

Type of Music: VARIETY

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

Start time: 8:30 am pm Finish Time 09:00 am pm

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

Start time: 08:30 am pm Finish Time 08:30 am pm

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

VARIOUS INSTRUMENTS BY MUSICIANS

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

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

LIGHT TOWER, BANNERS & LUMINARIA BALS

For Office Use Only

Event: _____

Department _____ Date _____

Approved? _____ Yes _____ No _____ Initial _____

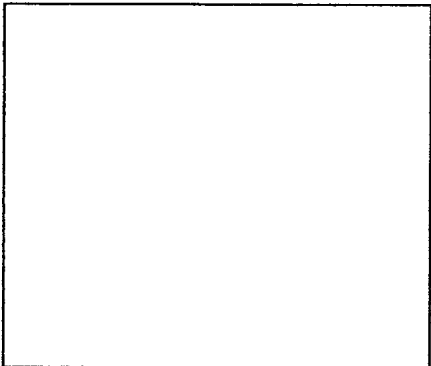
Specific Conditions of Approval

Council Meeting Date: _____

Approved: Yes _____ No _____

Vote: _____

Kathleen Trees, Director
Building & Safety Department



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 AMERICAN CANCER SOCIETY CA DIV INC

Person in Charge of Activity EDDIE SAMANIELO

Address 2655 CAMINO DEL RIO, SAN DIEGO, CA 92108

Telephone 619-682-7423 Date(s) of Use 08/23/2013 - 08/25/2013

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Indra [Signature]
Signature of Applicant

VP Border Sierra & Orange County 1/10/13
Official Title Date

For Office Use Only

Certificate of Insurance Approved _____ Date _____

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing mid-year budget adjustments by approving the designation of the General Fund Contingency Reserve, and establishing a self-replenishing environmental monitoring account; and ratifying actions related to the appropriation of funds for the 125th anniversary, and the acceptance of San Diego County Law Enforcement Foundation grant funds.

PREPARED BY: Mark Roberts, Director of Finance

DEPARTMENT: Finance

PHONE: 619-336-4265

APPROVED BY: Mark Roberts

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

APPROVED: Mark Roberts Finance

ACCOUNT NO.

APPROVED: _____ MIS

See attached staff report.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

1. Staff Report
2. Fiscal Year 2012-13 Mid-Year Budget Review (Staff Report)
3. Council Policy Nos 201 & 204
4. Resolution



City Council Staff Report

March 5, 2013

ITEM

Staff Report: Resolution of the City Council of the City of National City Authorizing Mid-Year Budget Adjustments by Approving the Designation of the General Fund Contingency Reserve, and Establishing a Self-Replenishing Environmental Monitoring Account; and Ratifying Actions Related to the Appropriation of Funds for the 125th Anniversary, and the Acceptance of San Diego County Law Enforcement Foundation Grant Funds.

BACKGROUND

At the City Council meeting of February 19, 2013, the Department of Finance presented a Mid-Year Budget Review. The Review was based upon staff's analysis of revenue and expenditure data for the first half of the 2013 Fiscal Year, as well as an analysis of the City's audited financial statements. Based upon said analysis, the Mid-Year Budget Review included a recommendation to designate \$9,085,066 of unassigned fund balance as the City's Contingency Reserve as of June 30, 2012 and to establish a \$19,999 appropriation in the Underground Tank Monitoring account of the Engineering Division for environmental compliance expenses. The purpose of this requested Council action is to adopt a resolution enacting these recommendations.

The mid-year analysis also identified clean-up actions that are required related to budgetary adjustments that have occurred during this time period. This report further seeks to ratify these adjustments, thereby closing out all identified action items associated with the first half of the fiscal year.

DISCUSSION

The Contingency Reserve recommendation is based upon Council's policy that bases the reserve upon the City's General Fund unassigned fund balance. The total, \$9,085,066, is derived from the June 30, 2012 unassigned fund balance of \$10,708,984, adjusted downward by \$712,337 for encumbrances and \$911,581 received by the City as a taxing entity from the true-up payment of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") but held pending the outcome of litigation regarding the true-up payment.

The recommended appropriation of \$19,999 for underground storage tank monitoring is the amount agreed upon by the City and the San Diego County Department of Environmental Health for a self-replenishing account for "environmental compliance" expenses.

Staff Report: Resolution of the City Council of the City of National City Authorizing Mid-Year Budget Adjustments by Approving the Designation of the General Fund Contingency Reserve, and Establishing a Self-Replenishing Environmental Monitoring Account; and Ratifying Actions Related to the Appropriation of Funds for the 125th Anniversary, and the Acceptance of San Diego County Law Enforcement Foundation Grant Funds
March 5, 2013

On July 23, 2012, an appropriation of \$15,000.00 was established within the General Fund for National City's 125th anniversary celebration. As a supplemental appropriation to the adopted Fiscal Year 2012-13 budget, this expense should be ratified by City Council, in accordance with City Council Policy #201.

On August 23, 2012 the City received a donation of \$25,000 from San Diego Unified Port District for National City's 125th anniversary celebration. In accordance with City Council Policy #204, the acceptance of this donation and corresponding appropriation must be ratified by City Council.

On November 13, 2012, an appropriation of \$3,380.00 was established within the General Fund for the purchase of two (2) High Gear Suits by the Police Department with a San Diego County Law Enforcement Foundation (Police Department) grant. This appropriation and corresponding revenue budget addition should be ratified by City Council.

FINANCIAL STATEMENT

Account Numbers

Contingency Reserve
NA

Underground Tank Monitoring
001-2501, Fund Balance; 001-409-500-598-1346, Underground Storage Tank Monitoring

125th Anniversary Celebration
\$15,000 – 001-2501, Fund Balance; 001-409-000-650-9043, National City's 125th Anniversary
\$25,000 – 001-0000-3634, Miscellaneous Revenue; 001-409-000-650-9043, National City's 125th Anniversary

San Diego County Law Enforcement Foundation (Police Dept) grant
001-11000-3636, Refunds and Reimbursements; 001-411-000-355-0000, Minor Equipment – Less than \$5,000.00

RECOMMENDATIONS

Accept staff's recommendation, adopting a resolution:

- designating \$9,085,066 of unassigned fund balance as the City's Contingency Reserve;
- establishing an appropriation of \$19,999 for underground storage tank monitoring;
- ratifying an appropriation of \$15,000 for National City's 125th anniversary celebration
- ratifying the acceptance of a \$25,000 donation from San Diego Unified Port District for National City's 125th anniversary celebration, including the appropriation of the funds and the corresponding revenue budget addition; and

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Staff Report: Resolution of the City Council of the City of National City Authorizing Mid-Year Budget Adjustments by Approving the Designation of the General Fund Contingency Reserve, and Establishing a Self-Replenishing Environmental Monitoring Account; and Ratifying Actions Related to the Appropriation of Funds for the 125th Anniversary, and the Acceptance of San Diego County Law Enforcement Foundation Grant Funds

March 5, 2013

- ratifying an appropriation of \$3,380 and the corresponding revenue budget addition for the purchase of two (2) High Gear Suits funded by a San Diego County Law Enforcement Foundation (Police Department) grant.

All recommendations affect/impact the General Fund only.



City Council Staff Report

February 19, 2013

ITEM

Staff Report: Fiscal Year 2012-13 Mid-Year Budget Review

BACKGROUND

Consistent with historic practice, staff brings forward a mid-year review of the City's operating budget. The intent of this report is to review activities to date, including a close out of the prior fiscal year, a review of the first half of the current fiscal year, and a revised projection of revenues and expenditures for the second half of the fiscal year. In addition, the report recommends two budget adjustments, and discusses significant financial events and activities affecting the City.

This report represents the second budget report of the fiscal year. A 1st quarter report was presented on October 16, 2012, consistent with the staff's commitment to provide quarterly reports on the status of the budget in keeping with the strategic plan objective of fiscal transparency.

DISCUSSION

Close Out of Fiscal Year 2011-12

One of the major activities in the first half of the fiscal year has been the closing of the books for the prior fiscal year and completion of the comprehensive annual financial report ("CAFR"), which will be presented to Council as a separate item on this agenda.

As a result of City Council's strong fiscal discipline and leadership, as well as a recovering economy, the City's General Fund reserves have grown, with total fund balances increasing nearly \$4.4 million to \$17.9 million from June 30, 2011 to June 30, 2012. Revenues plus transfers in during FY 2011-12 totalled \$39.5 million, \$2.1 million above budget, while expenditures and transfers out combined were \$35.1 million, \$4.9 million less than estimated.

The General Fund's Spendable Fund Balance includes four subcategories:

- Restricted Fund Balance – amounts that can only be spent for specific purposes by a binding legal document.

- Committed Fund Balance – amounts that can be used only for the specific purposes determined by a formal action of the City Council.
- Assigned Fund Balance – amounts that are designated by the City Council not requiring a formal action (this authority has been delegated to the City Manager).
- Unassigned Fund Balance – the remaining spendable amounts.

The Unassigned fund balance grew approximately \$3.6 million to more than \$10.7 million, primarily due to personnel savings and revenues exceeding the totals budgeted; however, \$911,581 of the growth is attributed to funds distributed to the City as a taxing entity from the true-up payment of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency (“Successor Agency”) and \$712,337 to FY 2011-12 encumbrances carried forward. The \$911,581 is being held pending outcome of litigation regarding the legality of the true-up requirement. Adjusting for these amounts, the City’s unassigned fund balance, upon which the Contingency Reserve is based, would be \$9.1 million, 24.2% of FY 2012-13 budgeted (General Fund) operating expenditures.

First Half of Fiscal Year 2012-13

Based on year-to-date actual revenues and expenditures and anticipated activities through year-end, the General Fund is projected to end the year with an increase in fund balance of approximately \$973,700 over that of June 30, 2012. The expected increase results from a combination of higher than budgeted revenues and expenditure savings, primarily in personnel compensation.

Revenues

The General Fund’s primary sources of revenue are sales and property taxes. The table below compares revenues from July 1 through December 31 of the current fiscal year to those of the same period of the prior fiscal year.

Mid-Year Revenue Comparison

Revenue Source	As of 12/31/11	As of 12/31/12	Difference
Sales Tax	\$ 3,237,677	\$ 3,808,463	\$ 570,786
Prop D Tax	3,232,681	3,053,857	(178,824)
Property Tax	700,854	723,853	22,999
Property Tax in Lieu of VLF ¹	-	-	-
Property Tax in Lieu of Sales Tax ¹	-	-	-
Other Revenue	3,469,243	2,958,440	(510,803)
Total	\$ 10,640,455	\$ 10,544,613	\$ (95,842)

¹Revenues are received twice per fiscal year, in January and May.

During the first six months of the current fiscal year, General Fund revenues totalled \$10.5 million, only slightly below the same period last year. Sales tax receipts outpaced those for the same period of the prior fiscal year by \$570,786 due to stronger than expected retail sales.

However, Proposition D (or “District”) Taxes, the distribution of which is based upon the location and/or residence of the purchaser for automobile and certain durable goods sales, rather than the point of sale, and, therefore, do not always “track” sales taxes, are \$178,824 below last year, with cross-jurisdictional purchases of durable goods by National City businesses and individuals subsiding. As discussed in the first quarter budget status report, the “Other Revenue” difference is attributed to the \$830,000 of one-time revenue received in the first quarter of FY 2011-12 from the San Diego Unified Port District for the aquatics center project. Adjusting for this amount, fiscal year- to-date total revenues exceed those of the prior year by \$734,158.

Based upon the above and other historical data, input from the City’s sales tax consultant, and information from State of California and San Diego County sources, staff projects overall year-end General Fund revenues to exceed the adjusted budget by approximately \$902,600.

Fiscal Year-End Revenue Projections

Revenue Source	Adjusted ² Budget	Projected	Variance
Sales Tax	\$ 10,567,101	\$ 11,023,571	\$ 456,470
Proposition D Tax	9,410,000	9,192,000	(218,000)
Property Tax	1,537,243	2,061,748	524,505
Property Tax in Lieu of VLF	4,931,260	5,121,839	190,579
Property Tax in Lieu of Sales Tax	3,522,366	3,415,323	(107,043)
Other Revenue	9,413,138	9,469,264	56,126
Total	\$ 39,381,108	\$ 40,283,745	\$ 902,637

² “Other Revenue” includes adopted budget total, plus San Diego County Law Enforcement Foundation grant (\$3,380, body armor) and donations from Sycuan Casino (\$3,000, fireworks) and San Diego Unified Port District (\$25,000, 125th anniversary celebration)

In addition to the positive effect on sales tax revenues from the aforementioned growth in retail sales, property taxes for FY 2012-13 have increased in conjunction with a 3.86% increase in assessed valuations, instead of remaining flat, as was assumed in the budget. Further raising property tax revenue expectations, the City received an unanticipated distribution of property tax revenues of \$254,950 in January 2013, following the State’s review of the Successor Agency’s obligations for the January through June, 2013 period, which deemed a portion of the property tax balances in the Successor Agency’s account to be residual.

Proposition D (or “District”) Taxes are expected to fall short of the budgeted estimate with the above-referenced subsiding of out-of-district durable goods purchases. Changes in Property Tax in Lieu of Vehicle License Fee (“VLF”) revenues are tied to the change in assessed value. The current budget assumed no growth over FY 2011-12 actuals in this category, but the revenue is now projected to exceed budget by \$190,579 or 3.86%, in direct correlation to assessed valuations. Regarding Property Tax in Lieu of Sales Tax, the projected amount is based on calculations released in August by the State Department of Finance (“DoF”), replacing the slightly higher estimate provided by the City’s sales tax consultant during preparation of the current fiscal year budget. The DoF’s calculation incorporates an estimated value of the reduction in the general purpose sales and use tax rate from 1% to 0.75% for the current budget year and a “settle-up” adjustment based on prior-year actuals. Finally, the projected “Other

Revenue” increase from budget is the net of anticipated variances in several individual accounts. Staff will be further reviewing these accounts through the remainder of the fiscal year and will provide updates in the 3rd quarter budget report.

Expenditures

As of December 31, 2012, General Fund expenses totalled \$16.9 million compared to \$15.8 million recorded for the same six month period last fiscal year.

Mid-Year Expenditure Comparison

Expenditure Type	As of 12/31/11	As of 12/31/12	Difference
Personnel Services	\$ 10,748,752	\$ 11,153,732	\$ 404,980
Maintenance & Operations	1,713,329	1,599,632	(113,697)
Other Expenditures	3,367,075	4,151,658	784,583
Total	\$ 15,829,156	\$ 16,905,022	\$ 1,075,866

The increase in personnel services is attributed to multiple factors, primarily contractually obligated cost of living adjustments, the filling of critical vacancies, and the transfer of salaries from the former redevelopment agency to the General Fund. The decrease in maintenance and operations expenses likely is the result of timing differences of obligations and processing from year to year, as well as fiscal discipline. At the mid-year point, however, it is difficult to ascertain the extent or proportion to which these factors apply, and requires ongoing analysis as the year progresses. “Other Expenditures”, which consists of capital projects and transfers to internal service funds, is largely due to timing of the posting of capital expenses.

Staff is projecting actual expenditures to end the fiscal year at nearly \$1.1 million below budget. Recent historical data and current spending trends suggest this is a conservative estimate.

Fiscal Year-End Expenditure Projections

Expenditure Type	Adjusted³Budget	Projected	Variance
Personnel Services	\$ 25,866,701	\$ 24,794,516	\$ (1,072,185)
Maintenance & Operations	4,126,368	4,126,368	-
Other Expenditures	8,692,602	8,692,602	-
Total	\$ 38,685,671	\$ 37,613,486	\$ (1,072,185)

³ adopted budget total, plus budget amendments, and encumbrances and capital projects appropriations carried forward from previous fiscal year(s)

While personnel costs for the first half of this year are greater than for the same period last year, a savings of \$1.07 million, compared to budget, is expected to result from savings related to vacant authorized positions. Although currently on pace to end the year up to \$200,000 below budget, Maintenance & Operations is conservatively projected to be in line with its budget, as are (combined) other expenditures. As indicated above, further review is necessary and will be conducted for the 3rd quarter budget report.

Transfers In/Out

While technically not revenues and expenditures (and, hence, not shown above), transfers in and out of the General Fund contribute to fund balance increases and decreases, respectively.

Transfers out from the General Fund are expected to be less than budget by approximately \$232,500, representing a savings to the General Fund. The savings results from an increase in the property tax revenues allocated to the Library and Parks Maintenance funds, which will, in turn, reduce the operating subsidies necessary for those funds. Transfers in are not expected to deviate.

Net Impact on Fund Balance

Combining the above revenue and expenditure projections with expected transfers in and out results in an anticipated fund balance gain of \$973,727, as compared to the budgeted usage of \$1,233,582, a net difference of \$2,207,309.

Fund Balance Change – Budget vs Projected

	Adjusted Budget	Projected	Variance
Revenues	\$ 39,381,108	\$ 40,283,745	\$ 902,637
Transfers In	120,612	120,612	-
Total Revenues & Transfers In	\$ 39,501,720	\$ 40,404,357	\$ 902,637
Expenditures	\$(38,685,671)	\$(37,613,486)	\$ 1,072,185
Transfers Out	(2,049,631)	(1,817,144)	232,487
Total Expenditures & Transfers Out	\$(40,735,302)	\$(39,430,630)	\$ 1,304,672
Fund Balance Retained/(Used)	\$ (1,233,582)	\$ 973,727	\$ 2,207,309
Beginning Fund Balance	\$ 17,916,938	\$ 17,916,938	-
Ending Fund Balance	\$ 16,683,356	\$ 18,890,665	\$ 2,207,309

Budget Adjustments

During the mid-year budget review process, departments are afforded an opportunity to submit supplemental appropriation requests based upon actual or projected budgetary impacts not anticipated during the annual budgeting process. As a result of this process, two budget adjustments are recommended.

Expenditure Adjustments

1. Fire Department – Heartland Communications Facility Authority (“HCFA”): \$79,423
At its meeting of December 12, 2012, the City Council of the authorized the Mayor sign a letter of intent for the City to withdraw from the Heartland Communications Facility Authority (“HCFA”), a Joint Powers Authority providing fire, rescue, and medical aid dispatch services for its member partners. As a member of the HCFA, the Fire Department has incurred liabilities related to program hardware and software and dispatcher pensions (CalPERS side fund supplemental assessment), the total present value of which is \$79,423.
2. Engineering – Underground Storage Tank Monitoring: \$19,999
The City of National City and the San Diego County Department of Environmental Health have agreed that the City will establish a self-replenishing account and appropriate to it \$19,999 for underground storage tank monitoring expenses to ensure “environmental compliance”.

Adding these recommended adjustments will decrease the projected retained fund balance by \$99,422 to \$874,305, resulting in an ending fund balance of \$18,791,243.

CONCLUSION

As discussed, the closing figures for FY 2011-12 were much stronger than previously projected, and although City Council authorized the use of up to \$2.3 million in reserve funds to balance the FY 2011-12 budget, reserves (i.e., fund balances) were not only retained, but grew significantly.

Looking ahead, the City appears to be on pace to again build upon its fund balances in FY 2012-13. If projections hold, staff recommends applying any such surplus to reserves, in order to advance closer to, or possibly achieve, the City’s goal of a Contingency Reserve balance (unassigned fund balance) of at least twenty-five percent of General Fund operating expenditures. Factors which are likely to affect that outcome include the following:

- Actuarial adjustments by the California Public Retirement System (CalPERS) require an increase in the City’s employer contribution to employee pension funds for Fiscal year 2013-14. The City’s contribution will increase by 2.903% for miscellaneous employees and by 4.885% for fire and police safety employees.
- By Council Policy, the City maintains a series of reserves. Because of on-going fiscal constraints in recent years, the full funding of reserves has been difficult. Staff will be reviewing current reserve levels as well as the inventory of deferred maintenance and deferred equipment replacement which may result in recommendations in these areas.

- The agreement between the City and the San Diego Unified Port District related to the Port's payment to the City for Fire and Police service on Port lands in National City has yet to be finalized. As such, the final impact on the General Fund is yet to be determined.
- The County of San Diego is embarking on a project to upgrade the regional communication system network. The cost of the upgrade will be shared by the user agencies. The estimated cost to the City of National City is \$2 million. A project time line as yet to be determined.
- The Proposition D, District Sales Tax is set to expire in 2016. As demonstrated by the revenue figures contained in this report, the District Sales Tax continues to be vital in meeting the City's expenditures. Consistent with previous years, absent the District Sales Tax, the City would not have met its obligations in FY 2011-12 and would not do so in FY 2012-13. That trend is expected to continue. As such, it is imperative to reserve any surplus in preparation for 2016.
- The City must prepare for costs associated with National Pollutant Discharge Elimination System ("NPDES") permit program compliance. While there is no anticipated FY 2012-13 impact, the City will need to appropriate funds beginning in FY 2013-14 for costs associated with updating its stormwater programs. Expenses associated with updating the City's Jurisdictional Urban Runoff Management Plan ("JURMP"), Standard Urban Stormwater Mitigation Plan ("SUSMP"), Best Management Practices (BMPs) manual, and relevant ordinances currently are estimated to be \$33,000 for the upcoming fiscal year. The City is also likely to incur increased costs for monitoring and for Watershed Plan Development, preliminary estimated to total \$9,000 for FY 2013-14. Other new or increased expenses are anticipated in relation to standard program costs (e.g., residential area inspection program implementation, education and enforcement of the stricter standards, etc.) but should be offset – at least in the initial years of the program – due to decreased costs resulting from performing fewer industrial, commercial, and municipal inspections and less detailed annual reporting requirements.

RECOMMENDATIONS

Accept this staff report.

Approve designation of \$9,085,066 of unassigned fund balance (total unassigned fund balance, less \$911,581 held pending litigation outcome and \$712,337 for encumbrances) as the City's Contingency Reserve.

Adopt the above-referenced expenditure adjustments, amending the Fire Department budget to increase its Contract Services appropriation \$79,423 from \$319,095 to \$398,518 to facilitate the transition from Heartland Communications Facility Authority to San Diego Fire Department for dispatch services and establishing a \$19,999 appropriation in the Underground Tank Monitoring account of the Engineering Division for environmental compliance expenses.

FISCAL IMPACT

If all recommendations are approved, the net impact of budget adjustments would increase appropriations \$99,422, and the City's Contingency Reserve would increase \$2,025,274 to \$9,085,066, 24.2% of budgeted General Fund operating expenditures.

CITY COUNCIL POLICY

TITLE: MAINTENANCE OF RESERVE FUNDS

POLICY
NUMBER 201

ADOPTED: JUNE 26, 1985

AMENDED OR
REVISED MARCH 12, 2002

Purpose

The City will establish reserves to strengthen its ability to withstand unexpected financial emergencies such as may result from national disasters, revenue shortfalls, or unanticipated expenditures of a non-recurring nature and to accumulate funds for large-scale purchases.

Policy

The reserve funds will be maintained in the appropriate funds at the following levels:

- **CONTINGENCY RESERVE:**

1. **General Fund** – The City Manager is charged with the responsibility of maintaining an accumulating General Fund Contingency Reserve at a minimum target range equal to between 25% and 50% of a single year's General Fund operating expenditures. The actual amount of the General Fund Contingency Reserve shall be determined each year by the City Manager as part of the budgeting process and shall be annually reported to the City Council as part of the CAFR. Expenditures from the General Fund Contingency Reserve require City Council approval.
2. **Gas Tax Fund** - an amount equal to a minimum level of five percent of the estimated revenue.
3. **Sewer Service Fund** – an amount equal to a minimum level of five percent of estimated revenue.

- **LIABILITY INSURANCE RESERVE:** An amount equal to nine times the self-insured retention required by the City's liability insurance policy.

- **WORKERS COMPENSATION RESERVE:** An amount equal to the incurred expenses remaining unpaid for all open Workers Compensation claims.

- **DEBT SERVICE RESERVE:** An amount equal to one years' debt service requirement of all long-term obligations.

- **EQUIPMENT REPLACEMENT RESERVE:** An amount equal to the accumulated depreciation of the replacement value of the motor vehicle fleet.

Related Policy References

None

CITY COUNCIL POLICY

TITLE: Donation Acceptance Policy

POLICY NUMBER: 204

ADOPTED: October 21, 2003

**AMENDED OR
REVISED:**

Page 1 of 2

Purpose

From time to time, individuals, community groups and businesses may wish to make donations to the City in either cash or in-kind contributions that enhance projects, facilities, and programs, and the need for such projects, facilities and programs often exceeds the City's ability to fund them. Accordingly, it is an acceptable and appropriate practice to accept donations, in order to enhance city programs and/or facilities to provide a higher level of service to the public.

The purpose of this Policy is to establish an orderly and efficient process for the acceptance of donations made to the City. It is also important to process donations in such a way so as to distinguish donations made to the City from those made to individuals, e.g. gifts or campaign contributions.

Policy

All donations made to the City shall be accepted and processed according to the following:

1. The donation must have a purpose consistent with City goals and objectives.
2. The City Council may decline any donation without comment or cause.
3. The donation will not be in conflict with any provision of the law.
4. In kind donations will be aesthetically acceptable to the City.
5. The donation will not add to the workload of the City Council or staff unless it provides a net benefit to the City.
6. The donation will not bring hidden costs such as starting a program the City would be unwilling to fund when the donation was exhausted.

TITLE: Donation Acceptance Policy

**POLICY
NUMBER:** 204

ADOPTED: October 21, 2003

**AMENDED OR
REVISED:**

Page 2 of 2

Policy (continued)

7. The donation must place no restriction on the City, unless agreed to by the City Council.
8. The donation shall become the property of the City.
9. All donations will receive recognition appropriate to the level and nature of the donation as determined by the City. For those of a capital nature, that may be in the form of signage, marking or naming, as determined by the City Council. Regardless of the recognition strategy selected, the intent shall be to appropriately honor the donor for their contribution to the community. The appearance of traditional commercial advertising or product endorsements that promote the donor shall be avoided.
10. All donations shall be accepted directly by Finance Department staff.
11. Cash donations exceeding \$5,000, and in-kind donations exceeding \$5,000 in value, shall be accepted through a written agreement consistent with these guidelines and approved by the City Council. In-kind capital donations will be subject to normal City review, permitting, inspection and insurance requirements.
12. At the time of acceptance, all donations, regardless of value, will be acknowledged in writing in a form approved by the City Attorney. The original acknowledgment will be sent to the donor and a copy forwarded to the Finance Department.

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING MID-YEAR BUDGET ADJUSTMENTS BY APPROVING
THE DESIGNATION OF THE GENERAL FUND CONTINGENCY RESERVE,
ESTABLISHING A SELF-REPLENISHING ENVIRONMENTAL MONITORING
ACCOUNT, RATIFYING ACTIONS RELATED TO THE APPROPRIATION OF
FUNDS FOR THE NATIONAL CITY 125TH ANNIVERSARY CELEBRATION,
AND ACCEPTING SAN DIEGO COUNTY LAW ENFORCEMENT
FOUNDATION GRANT FUNDS

WHEREAS, at the February 19, 2013 City Council meeting, Finance staff presented a Mid-year Budget Review based upon staff's analysis of revenue and expenditure data for the first half of the 2013 Fiscal Year, as well as an analysis of the City's audited financial statements; and

WHEREAS, based upon said analysis, staff recommends the following actions:

1. Designate \$9,085,066 of unassigned fund balance as the City Contingency Reserve as of June 30, 2012;
2. Establish a \$19,999 appropriation in the Underground Tank Monitoring account of the Engineering Division for environmental compliance expenses;
3. Ratify an appropriation of \$15,000 for National City's 125th Anniversary Celebration;
4. Ratify the acceptance of a \$25,000 donation from San Unified Port District for the 125th Anniversary Celebration, including the appropriation of the funds and the corresponding revenue budget addition;
5. Ratify an appropriation of \$3,380 and the corresponding revenue budget addition for the purchase of two (2) High Gear Suits funded by a San Diego Law Enforcement Foundation grant; and

WHEREAS, the Contingency Reserve recommendation is based upon Council's policy that bases the reserve upon the City's General Fund unassigned fund balance. The total, \$9,085,066, is derived from the June 30, 2012 unassigned fund balance of \$10,708,984, adjusted downward by \$712,337 for encumbrances, and \$911,581 received by the City as a taxing entity from the true-up payment of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency"), but held pending the outcome of litigation regarding the true-up payment; and

WHEREAS, the recommended appropriation of \$19,999 for underground storage tank monitoring is the amount agreed upon by City and the San Diego County Department of Environmental Health for a self-replenishing account for "environmental compliance" expenses; and

WHEREAS, on July 23, 2012, an appropriation of \$15,000 was established within the General Fund for National City's 125th Anniversary Celebration. As a supplemental appropriation to the adopted Fiscal Year 2012-2013 budget, this expense should be ratified by the City Council, in accordance with City Council Policy No. 201; and

WHEREAS, on August 23, 2012, the City received a donation of \$25,000 from the San Diego Unified Port District for National City's 125th Anniversary Celebration. In accordance with City Council Policy No. 204, the acceptance of this donation and the corresponding appropriation must be ratified by the City Council; and

WHEREAS, on November 13, 2012, an appropriation of \$3,380 was established within the General Fund for the purchase of two (2) High Gear Suits by the Police Department with a San Diego County Law Enforcement Foundation grant. This appropriation and the corresponding revenue budget addition should be ratified by the City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mid-Year Budget adjustments as outlined above.

PASSED and ADOPTED this 5th day of March, 2013.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the reinvestment of \$2 million in a CDARS account with Neighborhood National Bank for a one-year term.

PREPARED BY: Mark Roberts, Director of Finance

DEPARTMENT: Finance

PHONE: 619-336-4265

APPROVED BY: Mark Roberts

EXPLANATION:

The City of National City deposited \$2 million in a Certified Deposit Account Registry Service ("CDARS") account with Neighborhood National Bank in September 2007. This investment will mature March 7, 2013.

A decision regarding reinvestment of these funds must be made prior to the maturity date.

As of February 26, 2013, the 12-month rate at which the City of National City can renew the CDARS account, as provided by the Neighborhood National Bank, is .65%.

By comparison, the current or most recent rates of return of the City's other investments are:

- San Diego County Pooled Money Fund – .435%;
- Local Agency Investment Fund ("LAIF") – .3%; and
- Chandler Asset Management – .173%*.

* gross average portfolio market yield-to-maturity "annualized"

FINANCIAL STATEMENT:

See attached.

APPROVED: Mark Roberts 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.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

1. Resolution

At a rate of .65%, the CDARS investment will return interest of approximately \$13,000.

The approximate additional gain realized by the CDARS investment at a rate of .65% in comparison to that which would be earned by the City's existing investment managers, assuming current rates of return remaining constant and compounded interest earnings:

\$4,300 vs San Diego County Pooled Money Fund (.435%);

\$7,000 vs LAIF (.3%); and

\$10,700 (adjusted for estimated fees) vs Chandler Asset Management (.173%).

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE REINVESTMENT OF \$2 MILLION IN THE CERTIFICATE
OF DEPOSIT ACCOUNT REGISTRY SERVICES PROGRAM WITH
NEIGHBORHOOD NATIONAL BANK FOR A ONE-YEAR TERM

WHEREAS, on August 21, 2007, the City Council approved an amendment to the City's Investment policy which made Certificate of Deposit Registry Services ("CDARS") an eligible investment category; and

WHEREAS, CDARS became statutorily authorized by the enactment of the California Government Code Section 53601.8; and

WHEREAS, Neighborhood National Bank ("NNB") has confirmed that they will match the Local Agency Investment Fund interest rate at the time of the investment of funds; and

WHEREAS, on September 4, 2007, the City Council approved a \$2 Million investment in the CDARS program with Neighborhood National Bank at a competitive rate of return of 5.13% with a 12 month maturity; and

WHEREAS, on June 17, 2008, the City Council approved an additional \$1 Million investment dated July 24, 2008, at a competitive rate of return of 3.15% with a 12 month maturity; and

WHEREAS, the original investment of \$2 Million matured in March 11, 2009, and was re-invested at a rate of 2.75%; and

WHEREAS, on July 23, 2009, the \$1 Million investment matured and was re-deposited in the City of National City's Local Agency Investment Fund; and

WHEREAS, on August 18, 2009, NNB offered to reinvest \$1 Million at a rate of return of 1.51% with a 12 month maturity, which will mature March 7, 2013; and

WHEREAS, NNB has now offered to reinvest \$2 Million at a rate of return of .65% with a 12 month maturity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes an investment of \$2 Million in the CDARS Program with Neighborhood National Bank at a rate of return of .65% with a 12 month maturity.

PASSED and ADOPTED this 5th day of March, 2013.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

CITY COUNCIL POLICY

**TITLE: UTILIZATION OF CITY VEHICLES
NON-WORK RELATED CAPACITIES**

POLICY NUMBER: 111

ADOPTED: FEBRUARY 9, 1988 **AMENDED OR
REVISED: JANUARY 7, 1992**

Page 1 of 2

Purpose

To establish guidelines for the utilization of city vehicles in non-work related capacities including parades, funerals and other events.

Policy

City vehicles may be made available for parades and other special events which promote the City of National City or honor its employees or citizens. Requests for such use must be presented to the City Council for approval with the exception of those activities directly related to department operations, routine maintenance, or road testing.

Anyone requesting the use of a city vehicle must provide supporting documentation including the specific event application to the appropriate department at least 20 working days prior to the application deadline. This application and all pertinent information shall then be forwarded to the City Manager's Office for review and submission to the City Council for consideration.

All city incurred, direct costs associated with the use of the vehicle shall be identified or estimated including, but not limited to, entry fees, decorations, towing charges, and driver salary costs. The cost information will be submitted to the City Council for consideration along with relevant data about the proposed use.

The Seagraves Fire Engine shall be towed (trailerred) to all events outside of the city limits, unless special circumstances are found to exist.

CITY COUNCIL POLICY

**TITLE: UTILIZATION OF CITY VEHICLES IN
NON-WORK RELATED CAPACITIES**

**POLICY
NUMBER: 111**

ADOPTED: FEBRUARY 9, 1988 **AMENDED OR
REVISED: JANUARY 7, 1992**

Page 2 of 2

A qualified driver, as determined by the department which operates the vehicle, shall be responsible for the vehicle and shall remain with the vehicle at all times when participating in an event or on public display. The operation of the parade vehicle, at all times, shall be the sole responsibility of the driver. The driver shall not receive direction from anyone regarding the operation of the vehicle, with the exception of an authorized public safety officer.

Only city officials and employees of the City of National City and the current Miss National City are permitted to ride on the vehicle. The City Council will have final authority to designate all riders for the vehicle. Anyone riding on a city vehicle in a parade shall board at a pre-determined staging area and obey the instructions of the driver.

Related Policy References

National City Fire Department Operations Manual

National City Municipal Code, Chapter 2.12

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

MEETING DATE: [March 5, 2013]

AGENDA ITEM NO. |

ITEM TITLE:

[Request to authorize the National City Fire Department to utilize R-1 Seagraves Fire Engine in St. Patrick's Day Parade in San Diego on March 16, 2013. (Fire)]

PREPARED BY: [Walter Amedee] *WA*

DEPARTMENT:

PHONE: [619-336-4556]

APPROVED BY: 

EXPLANATION:

[The National City Fire Department would like to request that R-1 Seagraves Fire Engine be utilized on March 16, 2013, at the St. Patrick's Day Parade in San Diego. City Council Policy # 111 "Utilization of City Vehicles Non-Work Related Capacities" states that:]

City vehicles may be made available for parades and other special events which promote the City of National City or honor its employees or citizens. Requests for such use must be presented to the City Council for approval with the exception of those activities directly related to department operations, routine maintenance, or road testing.

There will be a minor financial impact since driver will be paid overtime to drive the vehicle while off-duty.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. |

APPROVED: _____ MIS

[Minor Impact; driver will be paid overtime to drive the vehicle while off-duty.]

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve staff request to use R-1 Seagraves Fire Engine in St. Patrick's Day Parade on March 16, 2013.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

[City Council Policy #111]

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO. _____

ITEM TITLE:

Discussion of Alternate Member Process – Boards & Commissions. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY: _____

EXPLANATION:

On February 5th, the City Council adopted Ordinance 2013-2381 pertaining to City Boards, Commissions and Committees. Section 16.09.010 of the Ordinance deals with "Alternate Members" and reads as follows:

In addition to regular appointments, the city council may appoint an alternate member or members to any board, commission or committee. An applicant for appointment as an alternate member shall be subject to the same application and interview procedures as are applicants for regular appointments. Alternate members so appointed shall attend each meeting of the board, commission or committee to which they are appointed, but shall participate in a meeting only in the event of the absence of the regular member. At such time as a vacancy occurs on a board, commission or committee, an alternate member is automatically eligible for appointment as a regular member, provided the alternate member is in good standing (e.g., good attendance record).

It was requested that the Alternate Member Program for Boards and Commissions be placed on the agenda for discussion.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

None

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Summary of Board Composition and Meeting Schedules

BOARDS, COMMITTEES AND COMMISSIONS

BOARD	MEMBERS	MEETS	APPOINTING AUTHORITY
Art Committee	5	Quarterly	Mayor
Civil Service	5	Every Other Month	City Council
CPRC	7	Quarterly	Mayor
Library	5	Monthly	Mayor
Planning Commission	7	Twice Per Month	City Council
Park Rec & Seniors Advisory Board	7	Every Other Month	Mayor
Traffic Safety	5	Monthly	Mayor

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

MEETING DATE: March 5, 2013

AGENDA ITEM NO.

ITEM TITLE:

Staff Report - Collaborative Efforts Between the City of National City and National City Schools

PREPARED BY: Leslie Deese, City Manager

DEPARTMENT: City Manager

PHONE: 619-336-4240

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:

Receive and File

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1) Staff Report – Collaborative Efforts Between the City of National City and National City Schools

Collaborative Efforts Between the City of National City and National City Schools

At the January 15, 2013 City Council meeting, Vice Mayor Natividad requested the City Council consider the formation of a Health & Safety Committee to coordinate efforts to ensure our schools are safe and secure. If created, the Committee could include representatives from our schools, health care, public safety and other city departments.

The City Council requested that staff return with information on current City programs, operations, training and collaborative efforts that we are currently engaged in with National City local schools, with an emphasis on health and safety measures. This report summarizes some of the on-going programs, operations, planning and training regarding school safety.

POLICE

School safety has always been a primary concern for the National City Police Department. The Police Department established school crisis plans over 10 years ago. These plans provide police officers and school staff pre-planned guidelines for operations should an emergency occur. These detailed plans cover the following:

- Critical Incident Plan Format for Schools and Law Enforcement Incident Command System (ICS).
- Active Shooter response training outline
- National City Police Department's Response plan
- Response plan-quick reference check list and emergency phone numbers
- School evacuation sites
- List of City resources available
- Standardized Emergency Management System Manual including Incident Command and law enforcement command systems.
- Additional Standardized Emergency Management System (SEMS) and Law Enforcement Incident Command System (LEICS) worksheets

School Resource Officers - Two School Resource Officers (SRO's) are assigned full time to the schools to provide police services to the Sweetwater Union High School District and the National School District. School Resource Officers provide specialized campus security and general law enforcement services to the public schools located in National City.

Active Shooter Drills - The Police Department collaborates with both the National School District and Sweetwater Union High School District to conduct "active shooter" drills. The drills involve school staff and students and are incorporated into the curriculum similar to earthquake and fire drills.

Active Shooter Training - Officers are trained on responding to a school during an active shooter incident. These practical exercises are designed for field officers who would respond in the field.

Regional Officer Training (ROT) - A County-wide protocol has been established on how to respond to an active shooter incident. Officers also attend a refresher course every two years and receive updates on the latest tactics. Officers from various agencies complete this tactical training using the county-wide protocol.

Traffic Enforcement - Motor Officers and Patrol Officers regularly monitor school traffic during both morning and afternoon sessions.

Adopt-a-School Program – All squad in the Police Department participate in the “Adopt-a-School” program. The officers are encouraged to meet with the staff, familiarize themselves with the school layout, attend events and conduct routine visits as time permits.

SWAT Training – SWAT officers train at the schools to improve their familiarization and efficiency during a major school incident. The Police Department is using SWAT team members to coordinate a drill in conjunction with the Fire Department and American Medical Response (AMR) to practice responding to a major crisis at a school. The training will involve all three departments, along with school officials, working in unison to address a major school crisis.

“Every 15 Minutes”- Police officers are working with the Fire Department and school officials to teach Sweetwater District students about the dangers associated with under-age drinking and driving.

Law Enforcement Collaborative Efforts – The National City Police Department is collaborating with other police agencies to ensure our officers are using the latest tactics and training in school safety and crisis response.

Crime Prevention Through Environmental Design (CPTED) – The Police Department, City Engineer and other City departments routinely meet with School District Superintendents and their staff to discuss ways to improve school safety.

FIRE

Fire Safety Inspections - Fire inspections are provided annually to ten grade schools, one charter school, two junior high schools, two high schools and one private school.

Safe School Annual Award – An award is presented to the school with the least amount of violations accumulated during annual fire inspections.

Fire Science Classroom Support – As a member of the ROP advisory board, National City's Fire Marshal provides direction on ROP Fire Science programs conducted at Sweetwater and Mar Vista High Schools.

Emergency Preparedness Drills – Per California Fire Code, emergency drills are conducted by all of the schools and tracked by the National City Fire Department. Fire drills are conducted monthly and earthquake preparedness drills are conducted quarterly.

Career Fairs – The Director of Emergency Services and Fire Marshal routinely attend annual career fairs at both National City Middle School and Granger Junior School High to speak about career opportunities in the fire service and demonstrate fire equipment.

Junior Achievement Program - Junior Achievement empowers young people to own their economic success. The Director of Emergency Services and Fire Marshal volunteer their time to teach 3rd - 6th graders entrepreneurship and financial literacy skills.

Building and Development – The National City Fire Marshal works with the Division of the State Architect on building and construction at schools in the City as well as collaborates with engineers from the State on future building and development.

ENGINEERING

Safe Routes to School Program Summary

Approximately eight years ago, at the request of concerned parents, the City of National City partnered with the National School District, Sweetwater Union High School District, school principals, parents, volunteers and Community organizations to create a Safe Routes to School Program Task Force. The initial goal of the Task Force was to identify barriers between school zones and feeder neighborhoods that precluded many children from walking to school. These meetings provided direction for City engineers and planners to collect data, perform site evaluations and develop projects to create safe walking corridors. Also through participation on the Task Force, the National City Police Department was able to identify high priority locations for school zone traffic enforcement.

Through these longstanding partnerships, the City of National City has been successful in receiving approximately \$4 million in competitive grant funding over the past five years to provide much needed safety enhancements for children walking to school. Types of safety enhancements include in-roadway warning lights at crosswalks, flashing beacons, radar speed feedback signs, traffic calming bulb-outs and pedestrian refuge islands at school crosswalks, new sidewalks and ADA curb ramps, and enhanced school zone signing and striping.

In addition, grant funding has been used to provide outreach, education and training for students and parents to encourage more families to participate in walk to school activities. The program helps parents and students learn about laws that protect them as bicyclists and pedestrians and infrastructure such as crosswalks, caution lighting and

speed signs. It also helps remind police officers of pedestrian and bicyclist rights. Student safety patrols are a great resource to help spread the message to others.

LIBRARY

WINGS Program - "WINGS:Winners Growing Strong" is an extended school day child care and educational program, funded by the After School Education and Safety (ASES) grant and operated by the National City Public Library who acts as the primary provider of the before, after-school, and summer day camp activities at the ten elementary schools in the National School District. Awarded the 2011 Golden Bell Award in the category of Partnerships and Collaboratives, WINGS illustrates the most beneficial and fruitful partnership between the National School District (NSD), the National City Public Library (NCPL), and other contractors that collaborate in the WINGS programming.

The WINGS Program is a unique set-up that offers K to 6th grade students a safe, healthy, recreational and educational haven outside of school hours. National City Public Library facilitates the program and runs the academic theme stations, including literacy, math, science, social studies, and wellness activities. Intervention classes targeting students requiring remedial attention are conducted by NSD school day teachers. Recreational activities, including chess, social dance, drama, scrap-booking, ecology, music, visual art, golf, karate, and sports are provided by professionals contracted by NSD.

To create an environment that is conducive to learning, the National City Public Library deploys all resources at its disposal to ensure the health and safety of the children entrusted to its care.

Safety, Health and Emergency Procedures - Safety is a critical element of the Program. All safety rules and emergency procedures followed during the school day apply to the Program.

1. Since the Program is held on school premises, it avails of existing security measures already in place at the sites. Most school sites have their gates locked until it is time for parents to pick up their children; access or entry to the main campus has to be obtained through or authorized by the school office. Pick-up time varies from early pick-up at 4:45 pm to regular end-of-day pickup at 6:00 pm.
2. Students are not released until a parent/guardian or authorized emergency contact listed in the enrollment form is present to sign them out. To avoid releasing a child to unauthorized persons, identification is required. In the event that another designated adult is picking up the child, there must be a parent's authorization note sent in that morning. Parent/guardian signature is required every day on the sign-out record log.
3. At each of the schools sites, WINGS staff has access to the emergency contact cards and medical release forms filled out and signed by parents/legal guardians.

4. A Medical Treatment Release form is obtained for each child enrolled in WINGS. The form identifies the child's allergies; physical disabilities or disorders that may limit their activities; and medications currently taking.
5. WINGS employees are fully trained in First Aid/CPR. In addition, they are trained by the NSD Health Team on how to use the Epi-pen and asthma inhaler as well as different 911 scenarios.

HUMAN RESOURCES

Student Interns – The Human Resources Department is working with the Sweetwater High School District to provide students with intern opportunities in various City departments. The Department is also working with the District to provide opportunities for students seeking community service hours in compliance with school district graduation requirements.

Conclusion: As the City Council will note from the information provided, the City is engaged in a variety of programs, operations, training and other collaborative efforts to ensure the safety of all the children remains a top priority at our schools.

**COMMUNITY DEVELOPMENT COMMISSION
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
AGENDA STATEMENT**

MEETING DATE: March 5, 2013

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 Services and Access Agreement, and a Grant of Easement and Memorandum of Agreement with Cox Communications California, LLC to provide communications and other services to the residents of Morgan Tower located at 1415 D Avenue.

PREPARED BY: Alfredo Ybarra

DEPARTMENT: Housing and Grants 

PHONE: (619) 336-4279

APPROVED BY: 

EXPLANATION:

On January 1, 2013, Access Cable Corporation terminated cable and internet services to the residents of Morgan Tower located at 1415 D Avenue, National City, CA 91950. Housing Authority staff has attempted contacting Access Cable by phone and mail to no avail although Access did inform the California Public Utilities Commission that they were withdrawing their services from its jurisdiction. During this time, staff has been working with Cox Communications California, LLC (Cox) to provide cable and internet services to the residents of Morgan Tower. Cox has completed the design work necessary to provide cable access. The plan includes bringing cabling from the public right of way to a main entry point in the building through existing unused conduit, installing all required switch gear at the main building entry location and on each floor and using the existing internal cable runs owned by the CDC to distribute the signal to each unit as was done previously in Morgan Tower by other providers and currently by Cox in Kimball Tower.

Prior to the provision of services, Cox has requested the Housing Authority of the City of National City execute the attached agreements. The Services and Access Agreement allows Cox to bring the signal to the building and use our distribution wiring to provide services to the units. The Grant of Easement and Memorandum of Agreement confirms that Cox will have access to their equipment when necessary to perform repairs or upgrade equipment. Approval of the resolution would allow the Chairman to execute the agreements and allow Cox to complete the work required to provide residents of Morgan Tower with cable and internet services.

FINANCIAL STATEMENT: NA

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Services and Access Agreement,
2. Grant of Easement and Memorandum of Agreement

SERVICES AND ACCESS AGREEMENT

This Services and Access Agreement (the "Agreement") is made this 21st day February 2013 and between Cox Communications California, LLC ("Cox") and Community Development Commission of National City ("Owner").

WHEREAS, Cox, directly or through its affiliates, is a provider of certain communications and other services, including, without limitation: video service pursuant to a franchise (the "Franchise") from the appropriate governmental entity; local and long distance telephone service (where available); high speed Internet service; and any additional services that may become available from or through Cox or its affiliates (collectively, the "Services"); and

WHEREAS, Owner holds title to, or is the authorized managing agent for owner of the real property located at 1415 D Avenue, National City, CA 91950 which presently includes improvements located thereon totaling 150 multiple dwelling units (each, a "Dwelling Unit"), and other common area facilities, known as Morgan Towers (the "Community") and which is more particularly described in the legal description found in Exhibit A attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, Owner desires to grant to Cox access to the Property to install certain facilities and sell and provide Services directly to residents occupying any Dwelling Unit (each, a "Resident"); and

WHEREAS, Cox is willing and desires to provide Services to Residents upon the terms and conditions set forth hereafter; and

WHEREAS, the parties desire to establish the ownership of certain facilities and equipment installed by Cox or its predecessors within the Property.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. This Agreement shall commence on February 21, 2013, and terminate on February 20, 2023 (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for successive terms of one (1) year each unless either party delivers to the other party written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then current term. The Initial Term and any renewal terms are collectively referred to as the "Term." Notwithstanding the foregoing, this Agreement shall continue for so long as there are Residents subscribing to telephone Service.
2. Services, Programming and Rates.
 - A. Cox shall provide such Services as may be made available and offered by Cox at the Property to any Residents who desire to subscribe to such Services (each, a "Subscriber"). Cox retains the right to control, add to, delete and/or change the Services from time to time. The Services will be provided in accordance with the Franchise and all applicable statutes, rules, regulations and ordinances including, without limitation, those of the rules and regulations of the Federal Communications Commission ("FCC") (collectively, "Applicable Law").
 - B. Owner acknowledges that Cox's performance of this Agreement is subject to Applicable Law and that Cox is not guaranteeing the provision or availability of any particular program, channel or Service. The cable television Service provided to the Property will consist of Cox's then-current channel lineup which may be modified from time to time solely at Cox's discretion. Cox's channel lineup may not be changed or altered by Owner or others without Cox's prior written permission. It is specifically understood that in providing cable television Service,

Cox makes use of certain programming owned by others. Owner agrees that it will make no claims nor undertake any legal action against any person or entity, including Cox, if certain programming is interrupted, discontinued or substituted, provided that Cox provides to Subscribers its standard cable television channel lineup at all times.

- C. The Services shall be provided at the rates Cox lawfully establishes from time to time. Cox shall give proper notice of any changes in rates or Services to Subscribers in accordance with Applicable Law. Fees shall be due and payable in advance pursuant to separate agreement(s) between Cox and each Subscriber. Owner acknowledges and agrees that Services to any Subscriber may be terminated due to Subscriber's failure to pay for Services or to otherwise abide by the provisions of the applicable subscription agreement or related terms and conditions of use. It is understood that payment for the Services shall be the sole responsibility of each Subscriber and that Owner shall have no responsibility for any such payment.

3. Access to Property.

- A. Owner grants to Cox and its successors and assigns, a perpetual, non-exclusive easement in the form attached hereto as Exhibit B for use by Cox, its affiliates and their respective employees and contractors in delivery of Services at the Property. The easement extends throughout the Property (both land and improvements), to those areas of the Property occupied by Cox's Distribution System (as defined in the easement) including raceways, common areas, equipment rooms, equipment buildings, utility areas and other spaces on, in and over the Property, as reasonably necessary or useful for the location, relocation, installation, maintenance, repair, replacement, upgrading, monitoring, operation and removal of the Distribution System (as defined below). Owner agrees to execute and deliver to Cox the attached separate grant of easement ("GOE") and memorandum of agreement ("MOA") in the form attached hereto as Exhibit B for the purpose of recordation at any time.
- B. If Owner adds Dwelling Units to the Community, at Cox's option, this Agreement shall extend to all such additional Dwelling Units, whether or not the additional Dwelling Units are located on the Property, and Owner shall execute such reasonable documents as Cox may request to extend the rights granted to Cox hereunder to such additional Dwelling Units.
- C. Owner will display and make available Cox-provided sales brochures and materials in its leasing office and other common areas (where applicable) for the Services offered by Cox. Owner or its leasing agent will provide Cox-approved brochures and materials at the time a Resident signs a lease for the rental of a Dwelling Unit. Owner's leasing agents will refer Residents and prospective Residents to Cox for ordering of the Services pursuant to such policies and procedures as provided by Cox, including, but not limited to, referrals to a specific website or designated Cox personnel. Cox shall be granted access to the Property for the marketing of the Services directly to Residents upon prior scheduling and notice with Owner.

4. Distribution System and Inside Wiring.

A. Definitions:

"Demarcation Point" shall mean a point located at or about twelve inches (12") outside of where the cables (including, but not limited to, coaxial cables, fiber optic cables, Cat 3 cables, and Cat 5 cables) carrying any of the Services enters a Dwelling Unit, or as otherwise provided by Applicable Law.

"Home Run Wiring" shall mean the separate cables (including, but not limited to, coaxial cables, fiber optic cables, Cat 3 cables, and Cat 5 cables) carrying any of the Services running from Cox's equipment in any equipment closet, room, lockbox or pedestal up to the Demarcation Point.

"Inside Wiring" shall mean those cables (including, but not limited to, coaxial cables, fiber optic cables, Cat 3 cables, and Cat 5 cables) carrying any of the Services located within a Dwelling Unit and including such wiring running out of such Dwelling Unit out to the Demarcation Point, but shall not include wiring that is part of a "loop through" system.

“Customer Reception Equipment” shall mean all equipment furnished or leased to Residents by Cox at the Property to enable Residents to receive the Services.

“Distribution System” shall mean all distribution plant and associated electronics, equipment and wiring installed or provided by Cox or its predecessors which is necessary or useful to distribute Services throughout the Property including, without limitation, feeder lines, trunk lines, pedestals, and lockboxes, but excluding Home Run Wiring, Inside Wiring and Customer Reception Equipment.

- B. Ownership of the Distribution System and Customer Reception Equipment shall at all times be and remain in Cox and shall be used exclusively by Cox except to the extent any portion of the Distribution System is transferred by Cox to Owner pursuant to the express terms of this Agreement. Cox shall install the Distribution System. The installation of the Distribution System will be in accordance with Applicable Law and Cox’s technical standards and shall be completed in a good and workmanlike manner. Cox, at its expense, will maintain the Distribution System in accordance with Applicable Law. Any damage caused to the Property by Cox during installation, maintenance, repair or removal of the Distribution System will be repaired by Cox at Cox’s sole expense to Owner’s reasonable satisfaction, normal wear and tear excepted.
- C. Ownership of Home Run Wiring and Inside Wiring shall at all times be and remain in Owner, but Owner grants to Cox the non-exclusive right to use the Home Run Wiring and Inside Wiring to provide Services to Subscribers. The installation and maintenance of the Home Run Wiring and Inside Wiring will be in accordance with Applicable Law. Owner at its expense will maintain the Home Run Wiring and Inside Wiring in accordance with Applicable Law. Any damage caused to the Distribution System by Owner (including without limitation any damage caused to the Distribution System by Owner (i) during the maintenance, repair, or removal of the Inside Wiring or Home Run Wiring or (ii) any renovations to the Property) will be repaired by Cox at Owner’s sole expense to Cox’s reasonable satisfaction, normal wear and tear excepted. If agreed to by the parties, Owner may contract with Cox for installation and maintenance of the Home Run Wiring and Inside Wiring, at Owner’s expense, under a separate agreement.

5. Disposition of Distribution System upon Expiration or Termination of Agreement. Upon expiration or termination of this Agreement for any reason (the “Expiration Date”), Cox shall have the option, exercisable at any time(s) within ninety (90) days after the Expiration Date, to remove all electronics and active elements of the Distribution System. Any portion of the Distribution System not removed by Cox (i) shall not be deemed to be abandoned by Cox; (ii) shall remain the sole property of Cox at all times; and (iii) shall not be used by Owner or any third party without Cox’s prior written consent.

6. Owner Obligations.

- A. In order to ensure accurate descriptions and portrayals of the Services and Cox’s name, Owner shall submit for Cox’s prior review and approval all proposed advertising and promotional materials for the Property that refer to, identify or otherwise describe Cox, the Cox logo or the Services. Owner shall have no right to use the Cox name, logo or other intellectual property following the Expiration Date.
- B. Owner will not use, or authorize others to use, any equipment that causes interference or is otherwise incompatible with the Distribution System, the reception equipment or Cox’s right to provide Services under this Agreement. Owner shall not move, disturb, alter, change or connect any other device to the Distribution System nor authorize or permit anyone to do so.

7. Insurance. Cox shall maintain (a) comprehensive general liability insurance with a policy limit of at least \$1,500,000 to protect Owner against bodily injury or property damage resulting from the installation, operation or maintenance of the Distribution System on the Property; and (b) Workers’ Compensation insurance in statutory amounts. Owner shall be an “additional insured” under such general liability insurance coverage but only to the extent of claims arising out of Cox’s operations and its obligations under this Agreement. Owner shall be responsible for assuming risk of loss and maintaining property insurance on the Distribution System upon installation at the Property. Such coverage shall be on a replacement cost basis. Such coverage shall be considered primary insurance for damage to the Distribution System during the Term of this Agreement. Upon written request by the other party, each party shall provide a

certificate of insurance for the foregoing policies. All policies written pursuant to this Section shall be with insurers (i) licensed to do business in the state in which the Property is located and (ii) carrying an A.M. Best rating of at least A-VIII. All policies, including any renewals thereof, shall specify that such policy cannot be canceled without at least thirty (30) days written notice to the other party.

8. Warranties.

A. Owner warrants that (i) it owns the Property and holds all rights and has full authority to execute this Agreement and to grant the rights herein granted; (ii) this Agreement constitutes and shall constitute a binding obligation of Owner; (iii) there are no prior or existing agreements, nor will there be any such agreements during the Term, with Subscribers or other third parties that would be breached or violated by the execution of this Agreement or by Cox's providing Services to the Property; and (iv) there are no prior or existing agreements, nor will there be any such agreements for a period of five (5) years from the execution date of this Agreement, by or among Owner, Subscribers, any homeowners' association or any other third parties, which provide for the delivery of voice, video or Internet access services to the Property where any such service is provided on a "bulk" basis to residents, whether paid for through rent, association fees, other assessments or otherwise. Owner acknowledges and agrees that the provisions of clauses (iii) and (iv) of this Section 8.A are a material inducement to Cox entering into this Agreement and making the financial investment to serve the Property and that any breach of such clauses would result in material financial damages to Cox.

B. Cox represents and warrants that (i) it holds all rights and has full authority to execute this Agreement and to grant the rights herein granted; (ii) this Agreement constitutes and shall constitute a binding obligation of Cox; and (iii) there are no prior or existing agreements, nor will there be any such agreements during the Term, that would be breached or violated by the execution of this Agreement or by Cox's providing Services to the Property

9. Force Majeure. Neither party shall be liable to the other or any third party for failure to meet any of its obligations under this Agreement, where such failure is the result, in whole or part, of any labor dispute, failure of usual sources of supply, war, riot, insurrection, vandalism, commotion, fire, flood, earthquake, accident, storm, loss of the right to use rights of way or to make pole attachments, act of God or government or any other cause beyond such party's reasonable control.

10. Default. Subject to Section 9, if either party fails to perform or observe any of the material conditions or agreements to be performed or observed by it hereunder (the "Defaulting Party") and such failure is not cured within thirty (30) days after receipt of written notice from the other party (the "Non-defaulting Party"), the Non-defaulting Party, in addition to any other rights at law or equity it may have, shall have the right to immediately terminate this Agreement.

11. Limitation of Liability. The parties acknowledge that during the Term, the Services may experience interruptions or unavailability for use by Owner and Subscribers. The parties further acknowledge and agree that the limitations of liability contained herein are a material inducement for Cox to enter into this Agreement and provide the Services at the price and under the terms and conditions of this Agreement. Accordingly, to the extent that Services are temporarily unavailable, interrupted, degraded, or otherwise incur an outage (each, an "Interruption"), the sole and exclusive remedy for Owner or any Subscriber due to any such Interruption shall be service credits as provided for under the Franchise and any separate subscriber agreement. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, PUNITIVE OR ENHANCED DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR BUSINESS HARM) ARISING OUT OF OR RELATING TO THE SERVICES OR THE PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

12. Disclaimer Of Warranty. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COX MAKES NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES.

13. Indemnification. Notwithstanding anything to the contrary herein, Owner hereby agrees to defend, indemnify and hold harmless Cox and its past and present subsidiary corporations, parent corporations, affiliates, partners, successors, assigns, contractors, sub-contractors, officers, directors, shareholders, employees, agents, attorneys and insurers (in their individual and representative capacities), from any and all claims, legal action, damages, loss, liability and any other expense (including reasonable attorneys' fees) arising from or in connection with any action or other proceeding brought by any third party or any other service provider: (i) based on the Agreement; (ii) in connection with Cox's access to or use of the Home Run Wiring, Inside Wiring, and Distribution System; (iii) in connection with Cox's provision of Services to the Property; or (iv) with respect to any claims alleging tortious interference of contract.
14. Cooperation - Memorandum of Agreement. Owner and Cox agree to cooperate fully and promptly in carrying out this Agreement. Owner agrees to execute any and all documents reasonably requested by Cox to evidence and effectuate the rights granted to Cox under this Agreement including, but not limited to, the execution of a GOE and MOA in the form attached hereto as Exhibit B for the purpose of recordation at any time. In the event that Owner fails to execute an MOA, Cox shall have the right to execute and record such document.
15. Successors; Assignment. The benefits and obligations of this Agreement shall run with the land comprising the Property and will inure to and are binding upon the successors, assigns, heirs and personal representatives of Cox and Owner. Owner shall make the assumption of this Agreement by the new owner of the Property a condition of any sale, transfer or assignment of the Property and shall provide reasonable prior notice to Cox in the event of any such sale, transfer or assignment. If Owner fails to comply with this section, Owner shall be liable for any lost revenue or other damages suffered by Cox due to Owner's breach. Cox may assign this Agreement and all of its rights, duties, and obligations hereunder without Owner's consent to any entity which controls, is controlled by or is under common control with Cox; to any entity succeeding to Cox's interest in the Franchise area; or to any entity pursuant to a merger, sale or exchange of stock or sale or exchange of assets. Except as specifically permitted above, neither party shall assign this Agreement without the prior written consent of the other party.
16. Subordination. This Agreement is subject and subordinate to all valid leases, mortgages, and/or deed of trust of record which may now or hereafter affect the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof (collectively, the "Title Matters"). This clause shall be self-operative and no further instrument or subordination shall be required by any mortgagee, trustee, lessor or lessee; provided, however, Cox's subordination of this Agreement to any Title Matter is expressly subject to and contingent upon such mortgagee's, trustee's or lessor's recognition and agreement not to disturb Cox's rights and obligations under this Agreement, which recognition and agreement not to disturb shall be included in any subordination certificate submitted by Owner to Cox. In confirmation of such subordination, Cox shall execute promptly any certificate that Owner may reasonably request.
17. Liens. Cox shall not create any mechanic's or materialman's lien on the Property, the Distribution System or the Inside Wiring. If any such lien is filed, Cox shall within thirty (30) days after receiving written notice from Owner either pay the lien, or contest the validity or amount of any such lien or claimed lien but only if Cox shall have such lien bonded off and released of record. If Cox fails timely to take such action, Owner may take such action as it deems appropriate to discharge such lien and Cox shall cooperate with Owner to accomplish such discharge and shall reimburse Owner for all reasonable and actual costs incurred in connection therewith upon receipt of any invoice therefore.
18. Confidentiality. Owner and Cox shall not during the term of this Agreement, as well as for a period of three (3) years following the expiration or earlier termination of this Agreement, disclose any of the terms of this Agreement to any third party without the prior written consent of the other party. Notwithstanding the foregoing, the parties may, without the prior written consent of the other party, disclose the terms of this Agreement: (1) as reasonably necessary to its employees, representatives, affiliates, attorneys, accountants, management agencies, and any potential bona fide purchasers of the Property ("Permissible Parties"), so long as such Permissible Parties agree to be bound by the confidentiality provisions of the Section; or (2) as required by law.
19. Miscellaneous.
- A. Authority to Execute. This Agreement shall not be effective unless and until executed by Owner and by an authorized corporate officer of Cox with actual authority to do so.

- B. Entire Agreement. This Agreement and all exhibits hereto collectively represent the entire understanding and agreement between Owner and Cox with respect to the subject matter hereof. This Agreement supersedes all prior negotiations and agreements, oral or written, between Owner and Cox with respect to the subject matter hereof and cannot be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.
- C. Non-Waiver. Failure of either party to exercise any of its remedies as set forth in this Agreement or at law or in equity in the event of any default by the other party shall not constitute a waiver of the right of the non-defaulting party to exercise the same in the event of a subsequent default by the defaulting party.
- D. Attorneys' Fees. The prevailing party in any action brought under this Agreement shall be entitled to recover from the other party reasonable attorney's fees, costs and necessary disbursements.
- E. Governing Law. This Agreement and all issues related thereto shall be governed by the laws of the state in which the Property is located without regard to its conflicts of law provisions except where the laws of the United States have precedence.
- F. No Agency. Cox and Owner are independent business entities and neither has any authority to act for, or on behalf of, or bind the other to, any contract, without the other's written approval.
- G. Notices. Any consent, election or notice required or permitted to be given under this Agreement shall be in writing and hand delivered or sent by certified or registered mail or via reputable overnight express delivery service to the address included at the end of this Agreement, or to such other address or addresses as shall, from time to time, be furnished in writing by the party to receive such notice to the other party.
- H. Survival. The provisions of Sections 2 - 8, 11, 12, 17, 18 and 19 hereof shall survive the termination or expiration of this Agreement.
- I. No Third Party Beneficiaries. This Agreement constitutes an agreement solely among the parties hereto, and, is not intended to and will not confer any rights, remedies, obligations or liabilities, legal or equitable on any person (including, without limitation, any Resident or Subscriber) other than the parties hereto and their respective successors or assigns, or otherwise constitute any person (including, without limitation, any Resident or Subscriber) a third party beneficiary under or by reason of this Agreement.
- J. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law; provided however that the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner that is materially adverse to any party affected by such invalidity or unenforceability.
- K. Construction. This Agreement has been negotiated by Owner and Cox and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

“Owner”

Address:
140 E. 12th St. Ste. B
National City, CA 91950
Attention: _____
Fax: _____
Telephone: () _____

Community Development Commission of National City

By: _____

Date: _____

Name: _____

Title: _____

“Cox”

Address:
5651 Copley Drive
San Diego, California 92111
Attention: Residential Sales Dept.
Fax: (877) 878-1632
Telephone: (858) 569-4625

Cox Communications California, LLC

By: _____

Date: _____

Name: Boone Hand

Title: Vice President of Residential Sales

Exhibit A
(legal description)

APN: 560-410-04-00

Lot 1 of Center City Project in the City of National City, County of San Diego, State of California according to map thereof #8807 filed in the office of the county recorder of San Diego County on February 24, 1978.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
COX COMMUNICATIONS
5651 Copley Drive
San Diego, CA 92111
ATTN.: MDU / Contracts Department

THIS IS A CONVEYANCE
OF AN EASEMENT AND
CONSIDERATION IS LESS THAN \$10.00

Document Transfer Tax NONE

APN: _____

GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT

THIS GRANT OF EASEMENT is made this 21st day of February 2013 by and between Community Development Commission of National City (**Grantor**) and Cox Communications California, LLC (**Cox**). Grantor is the owner of the real property located in San Diego County, California, which is more particularly described herein as the Legal description Exhibit A, attached hereto and incorporated herein (the **Property**) and does hereby grant to Cox, its affiliates, successors and assigns, a non-exclusive, perpetual easement, to construct, place, operate, inspect, maintain, repair, replace and remove its Distribution System as defined in a certain Services and Access Agreement of equal date herewith by and between Grantor and Cox (the **Agreement**). The parameters of the easement granted hereby are limited to only those areas of the Property occupied by Cox's Distribution System as shown and delineated on Exhibit B attached hereto and made part hereof. (the **Easement Area**).

Cox shall have the exclusive right to use, relocate and/or remove its Facilities within the Easement Area and may make changes, including additions and substitutions to its Facilities as it deems necessary. The Facilities shall at all times remain the exclusive property of Cox and Grantor shall not damage the Facilities nor interfere with Cox's use of the Facilities. Grantor, its successors and assigns shall have the right to use the Easement Area for any purpose which is not inconsistent with Cox's rights herein. For purpose of ingress and egress to the Easement Area, Cox shall have a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement Area. Grantor, for itself, its successors and assigns, does hereby covenant and agree with the Cox, and its successors and assigns, that Grantor at the time of execution of this Easement as the good, right and authority to grant this Easement, and that Grantor and its successors and assigns further covenant to warrant and defend said Easement against the lawful claims of all persons whatsoever.

PLEASE TAKE NOTICE that Grantor and Cox have also entered into a Services and Access Agreement (the **Agreement**) dated February 21, 2013 which, in accordance with its terms, entitles Cox to provide cable television and other telecommunications services on the Property. Among other things, the Agreement also provides Cox with rights of ingress and egress to the property necessary or useful to provide such service and maintain its Facilities and provides for ownership of the Facilities on the property used in providing such services. The Agreement binds any successors and assigns of the Grantor in accordance with its terms. The Agreement and Grant of Easement are subject and subordinate to all valid leases, mortgages, and/or deed of trust as described in the Agreement. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request. Cox requests that it receive notice of any pending trustee or foreclosure sale or receivership, bankruptcy or other proceeding affecting the Property, sent to the address above.

RE: Morgan Towers

Community Development Commission of National City

By: _____

Name: _____

Title: _____

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On _____, before me, _____, Notary Public,
Name, Title Officer, e.g. Jane Doe, Notary

personally appeared _____
Name(s) of Signer(s)

_____ 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 of Notary Public

(space above for Notary Seal)

CAPACITY CLAIMED BY SIGNER

___ INDIVIDUAL(S)

___ ATTORNEY IN FACT

___ CORPORATE _____

___ TRUSTEE(S)

___ PARTNER(S)

SIGNER IS REPRESENTING _____

RE: Morgan Towers

Cox Communications California, LLC

By: _____

Name: Boone Hand

Title: Vice President of Residential Sales

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On _____, before me, _____, Notary Public,
Name, Title Officer, e.g. Jane Doe, Notary

personally appeared

Boone Hand
Name(s) of Signer(s)

_____ 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 she executed the same in her authorized capacity(ies), and that by her 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 of Notary Public

(space above for Notary Seal)

CAPACITY CLAIMED BY SIGNER

 INDIVIDUAL(S)

 ATTORNEY IN FACT

 CORPORATE _____

 TRUSTEE(S)

 PARTNER(S)

SIGNER IS REPRESENTING Cox Communications California, LLC

Exhibit A
(legal description)

APN: 560-410-04-00

Lot 1 of Center City Project in the City of National City, County of San Diego, State of California according to map thereof #8807 filed in the office of the county recorder of San Diego County on February 24, 1978.

MORGAN TOWERS 1415 D AVE

Attachment No. 2

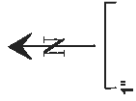
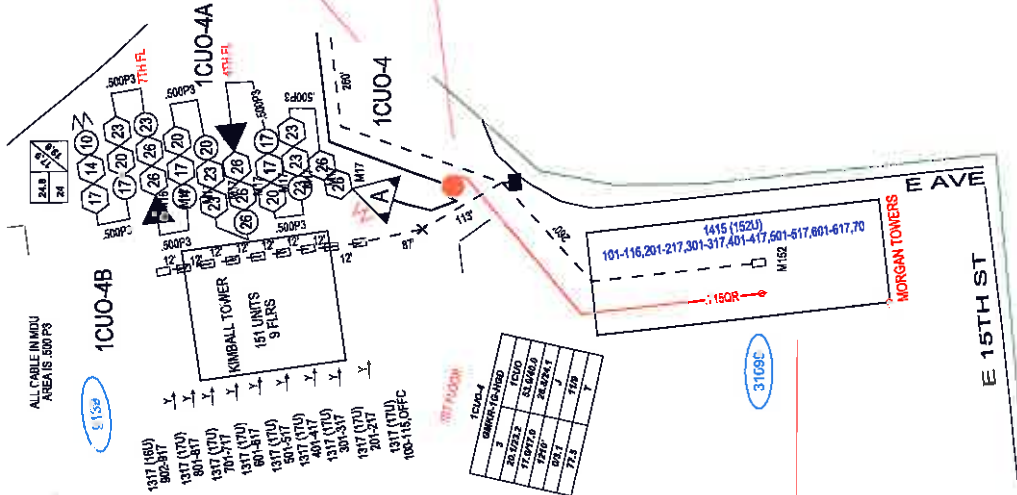


Exhibit B To Grant of Easement Sheet 1 of 2



VICINITY MAP

NO SCALE

MORGAN TOWERS 1415 D AVE NATIONAL CITY, CA 91960		TR GRID: CA GRID: FILE NO: 31699
SCALE: 1" = 100'	DATE: 30 JAN 2013	UNIT COUNT: 152
CADD: BRAD KEISER PLANNER: BOB COOPER	APPROVED BY:	SHEET: 1 OF 1
COX COMMUNICATIONS 5189 FEDERAL BLVD SAN DIEGO, CA 92105		PROJECT NUMBER: 4200913.009.30UR612



COX INSPECTOR

PLEASE REFER ALL OPEN TRENCH AND CONSTRUCTION QUESTIONS TO THE FOLLOWING INSPECTOR:

NAME: _____
PHONE: _____

SEE OTHER PDF FOR INTERNAL WORLD DESIGN

LEGEND

BE	CONCRETE	BASE	ADJUSTED
BR	REINFORCED CONCRETE	BL	BASELINE
...

CABLE LEGEND

...
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MORGAN TOWERS

Attachment No. 1
1415 D AVE

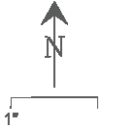
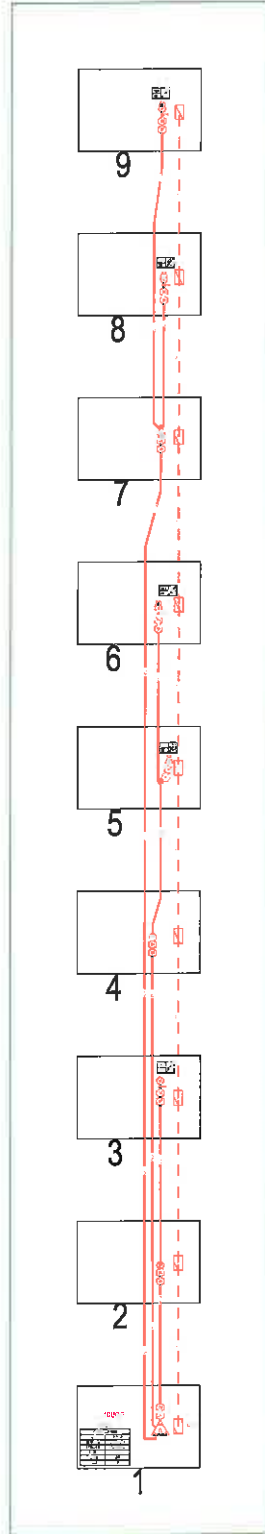


Exhibit B
To Grant of Easement
Sheet 2 of 2



VICINITY MAP

NO SCALE

LEGEND

- LOCK BOX
- PULL BOX
- FIBER OPTIC CABLE
- POLE MOUNT
- WATER LINE
- GAS LINE
- ELECTRIC LINE
- FIRE ALARM
- STREET LIGHT
- VALVE

RF

- AMPLIFIER
- SPLITTER
- PATCH PANEL
- CONNECTOR
- PATCH CORD
- PATCH PANEL
- PATCH PANEL
- PATCH PANEL
- PATCH PANEL
- PATCH PANEL

FIBER

- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE

CABLE LINE TYPES

- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE
- FIBER OPTIC CABLE

COX INSPECTOR

PLEASE REFER ALL OPEN TRENCH AND CONSTRUCTION QUESTIONS TO THE FOLLOWING INSPECTOR:

NAME: _____

PHONE: _____

MORGAN TOWERS 1415 D AVE NATIONAL CITY, CA 91960		TB GRID: C: GRID: FILE NO: 21609	
SCALE 1"=	DATE 30 JUN 2013	UNIT COUNTY 152	
CADD: BRAD KESINGER PLANNER: G-JRY COOPER	APPROVED BY	SHEET 1 OF 1	
COX		COX COMMUNICATIONS (619) 263-4351 5109 FEDERAL BLVD SAN DIEGO, CA 92108	
NODE 698	PO-VER SUPPLY 1CUJ	SYSTEM FTG	ROUTE FTG PROJECT NUMBER 4200819000MDURJ12

RESOLUTION NO. 2013 – 12

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING
THE CHAIRMAN TO EXECUTE A SERVICES AND ACCESS AGREEMENT,
AND A GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT
WITH COX COMMUNICATIONS CALIFORNIA, LLC TO PROVIDE
COMMUNICATIONS AND OTHER SERVICES TO THE RESIDENTS
OF MORGAN TOWER LOCATED AT 1415 “D” AVENUE

WHEREAS, the Community Development Commission – Housing Authority of the City of National City (“Housing Authority”) holds title to the real property located at 1415 “D” Avenue, National City, CA 91950 (the “Property”), which presently includes improvements located thereon totaling 152 multiple dwelling units and other common area facilities, known as Morgan Towers; and

WHEREAS, the previous cable company terminated cable and internet services to the residents at Morgan Tower on January 1, 2013; and

WHEREAS, Cox communications California, LLC (“Cox”), directly or through its affiliates, is a provider of certain communications and other services, including, without limitation: video service pursuant to a franchise from the appropriate governmental entity; local and long distance telephone service; high speed Internet service; and any additional services that may become available from or through Cox or its affiliates; and

WHEREAS, the Housing Authority desires to grant to Cox access to the Property to install certain facilities and sell and provide Services directly to residents occupying any Dwelling Unit (each, a “Resident”); and

WHEREAS, Cox is willing and desires to provide Services to the residents of Morgan Towers; and

WHEREAS, the parties desire to establish the ownership of certain facilities and equipment installed by Cox or its predecessors within the Property.

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 Services and Access Agreement, and a Grant of Easement and Memorandum of Agreement with Cox Communications California, LLC, to provide communications and other services to the residents of Morgan Tower located at 1415 “D” Avenue.

PASSED and ADOPTED this 5th day of March, 2013.

Ron Morrison, Chairman

ATTEST:

APPROVED AS TO FORM:

Leslie Deese, Secretary

Claudia Gacitua Silva
CDC General Counsel

**UPDATE ON FEDERAL SEQUESTRATION
(HOUSING & GRANTS)**