

**REQUEST FOR PROPOSALS:**  
**AMORTIZATION OF NONCONFORMING USES**  
**SUBMISSION DEADLINE: MARCH 12, 2018**

**Project Description**

The City of National City (“City”) is requesting proposals from qualified firms (“Consultant”) to implement the amortization of nonconforming land uses (“Amortization”) in the Westside Specific Plan area. The City previously completed the amortization of two nonconforming land uses in 2013. This current effort may result in the amortization of up to five nonconforming land uses.

Pursuant to National City Municipal Code Section 18.11.100(D), Affirmative Termination by Amortization, the City Council may order a nonconforming use to be terminated within a reasonable period of time upon recommendation of the Planning Commission. The Planning Commission conducts a public hearing after written notice is provided to the owner of the nonconforming use. After considering oral and documentary evidence at the hearing, the Commission may recommend an amortization period for the nonconforming use based upon that evidence. The Planning Commission may recommend that the City Council order the affirmative termination by amortization of the nonconforming land use. The City Council may consider the Planning Commission’s recommendation, the administrative record, the staff report, and other oral and documentary evidence, and thereafter may establish an amortization period and order the affirmative termination of the nonconforming land use. The amortization period would commence on the date of final action by the City Council. Failure to comply with an order to terminate would constitute a violation of the Municipal Code and a public nuisance subject to abatement.

(Background information attached)

**Timeline**

After the Consultant is retained, survey and research should be completed within two months of execution of the consultant agreement and a draft ranking of nonconforming uses should be completed shortly thereafter. A final ranking should be completed within two months after public review. Meetings/interviews with property and business owners of up to ten (10) of the top ranking nonconforming uses should be completed within one month of the release of the final ranking. Recommendations for amortization and supporting background reports should be completed within one month of the conclusion of the meetings/interviews. Staff recommendations would go before the Planning Commission, followed by the City Council.

**Scope of Services Required**

The specific scope of services will be negotiated between the City and the Consultant prior to finalizing the consultant agreement.

The City is seeking a Consultant to manage the project as described through the use of Consultant's resources. The Consultant will act in their capacity as an extension of and report to City staff. The Consultant should have the expertise and resources needed to complete the project within the timeframe; the ability to interface with City staff and outside agencies as needed; and the capacity to conduct the required studies, surveys, reviews, data collection, modelling, analysis, assessment, and evaluation.

The following includes, but is not limited to, the activities anticipated to be addressed in the scope of services:

- Convene a scoping meeting with the City to finalize project details with regard to schedule/activities and to discuss relevant issues within the Westside Specific Plan area.
- Prepare a detailed project schedule with deliverables and milestones based on the scoping meeting.
- Perform field surveys to identify and assess all (non-residential) nonconforming uses located within the Westside Specific Plan area.
- Collect data from public records to assess and rank nonconforming uses based on the criteria identified in the 2011 EPA report for the ranking of nonconforming uses.
- Research business violations, code violations, impacts to public infrastructure, and improper use of business properties that impede the development of a safe and healthy living/working environment in the Westside Specific Plan area.
- Coordinate and attend meeting consultations between the City and property/business owners of up to ten (10) nonconforming uses to determine which uses to recommend for amortization.
- Coordinate with the City and Property Valuation Consultant to prepare amortization schedules for up to five (5) nonconforming uses based on the provisions of National City Municipal Code Section 18.11.100(D), Affirmative Termination by Amortization.
- Prepare staff reports, background information, exhibits, and presentations for the Planning Commission and the City Council.
- Attend meetings and support City staff in presentations to the Planning Commission and the City Council.

The primary deliverables should include but not be limited to:

- A draft ranking of nonconforming land uses with supporting background data.
- A final ranking of nonconforming land uses with supporting background data.
- A recommended amortization schedule for up to five nonconforming uses.
- Staff report, background reports, presentation, and exhibits for one Planning Commission meeting.
- Staff report, background reports, presentation, and exhibits for one City Council meeting.

All products, documents, and other deliverables shall be submitted in a format compatible with City applications and software.

## **Budget**

The Consultant should prepare a scope of work with line item costs. The budget proposal should address, but not be limited to, the following components:

- Field surveys of no more than 150 properties within the Westside Specific Plan area.
- Data collection and background research for surveyed properties.
- Data input and ranking of nonconforming uses based on the 2011 EPA additive value model (attached) prepared for the City.
- Technical and background studies, reports, and appendices.
- Meetings/interviews with property and business owners of up to ten (10) nonconforming land uses.
- Presentations and staff support for one Planning Commission meeting and one City Council meeting.
- Meetings with City staff as needed.
- Coordination with legal counsel to the City.
- Coordination with property valuation consultant to the City in the preparation of amortization schedules.
- Management, materials, production, and direct costs.

## **Evaluation Criteria**

Selection of the Consultant will be based on a review of the proposal and interview. The Consultant will be expected to make a brief presentation to the selection panel. Evaluation will be based on the following:

1. Preliminary budget based on the needs listed in this RFP.
2. Overall approach.
3. Scope of services.
4. Work program and schedule.
5. Proposed methodologies and technical expertise.
6. Project management structure/composition.
7. Consultant team qualifications and experience.
8. Consultant team availability.
9. Relevant project experience with references.

## **Submittals**

Three hard copies and a PDF file of the proposal shall be submitted by the submittal deadline. Copies of any exhibits used during the interview/presentation should be provided at that time.

## **Standard Agreement**

A copy of the City's Standard Agreement and insurance requirements are attached for your review of the required terms.

## **Attachments**

1. Background.
2. Standard Agreement.
3. Insurance Requirements.
4. 2011 Environmental Protection Agency Report.

## **Other Resources**

1. City Website: <http://www.nationalcityca.gov/>
2. Municipal Code: [https://library.municode.com/ca/national\\_city/codes/code\\_of\\_ordinances](https://library.municode.com/ca/national_city/codes/code_of_ordinances)
3. Westside Specific Plan: <http://www.nationalcityca.gov/about-us/current-plans-projects-programs/westside-specific-plan>

## Attachment 1

### Background

“Amortization” is a process established by City Ordinance in 2006 by which a (non-residential) nonconforming use can be required to discontinue after a reasonable period of time sufficient to allow the owner to recover their investment. Municipal Code Section 18.11.100(D) Affirmative Termination by Amortization authorizes the City Council to order a nonconforming use to be terminated upon recommendation of the Planning Commission. The Planning Commission is required to conduct a public hearing after providing written notice. In making a recommendation to terminate a nonconforming use, the Planning Commission also recommends a reasonable period of time in which the nonconforming use must be terminated. The City Council holds a noticed public hearing before considering taking action on the recommendation.

The amortization of non-conforming uses is one component of long-standing efforts to reestablish the Westside (Old Town) as a safe, healthy, and vibrant neighborhood. In August 2004, the City retained a planning consultant to prepare the Westside Specific Plan with the ongoing participation of elected/appointed officials, community members, health service providers, property owners, and other stakeholders. The plan was adopted in March 2010, and implementing Land Use Code (zoning) amendments took effect in August 2010. Many commercial and industrial uses that were previously allowed became “nonconforming” under the new plan and land use zones.

In 2010, the City was awarded a technical assistance grant from the U.S. Environmental Protection Agency. The grant allowed the EPA to develop a process to rank non-conforming uses in the Westside Specific Plan area using a set of objective criteria applied to each land use and property. The ranking of nonconforming uses represents an initial step in the process of identifying nonconforming uses and objectively determining their relative impacts on the neighborhood. The EPA report and model was completed in March 2011. The first use of the EPA model to rank nonconforming uses was a draft ranking in July 2012 followed by a 30-day review period to provide interested parties with an opportunity to be heard and to address issues with the ranking. After the review period, a final ranking was prepared based on comments and additional research.

In December of 2012, staff met with most of the property and business owners of the top ten ranking nonconforming uses. The meetings allowed for the exchange of information and a thorough discussion of the amortization process. Most business and property owners appreciated the process and indicated an understanding of the rationale for the zoning and land use policies of the Westside Specific Plan. The meetings allowed for open communication and identified properties/businesses that could achieve voluntary compliance with the Westside Specific Plan land use and zoning requirements.

At the conclusion of the property and business owner meetings, staff determined that the City could proceed with the affirmative termination of two nonconforming uses based on the remaining fiscal year appropriation fund balance available for the implementation of the program. The top two nonconforming uses on the revised ranking list were selected for potential termination by amortization. The City’s business valuation consultant prepared the reports recommending the amortization schedules for the two nonconforming uses.

In August 2013, the Planning Commission recommended to the City Council that the two nonconforming uses be ordered terminated within the recommended period of time. In making its recommendation, the Planning Commission considered the following pursuant to Municipal Code Section 18.11.100(D):

- a) The total cost of the land and improvements;
- b) The length of time the use has existed;
- c) Adaptability of the land and improvements to a currently permitted use;
- d) The cost of moving and reestablishing the use elsewhere;
- e) Whether the use is significantly nonconforming;
- f) Compatibility with the existing land use patterns and densities of the surrounding neighborhood;
- g) The possible threat to the public health, safety, or welfare;
- h) Any other relevant factors.

In November 2013, the City Council held a public hearing and considered the Planning Commission's recommendations. The City Council subsequently directed staff to prepare resolutions ordering the termination of the two nonconforming uses. The resolutions were adopted by the City Council in December 2013. The two nonconforming uses eventually complied with the orders to terminate and have been discontinued on the subject properties.

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
NAME OF COMPANY**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and \_\_\_\_\_ (all caps) \_\_\_\_\_, a \_\_\_\_\_ (corporation, partnership, or sole proprietor) (the “CONSULTANT”).

**R E C I T A L S**

WHEREAS, the CITY desires to employ a CONSULTANT to provide \_\_\_\_\_ (description).

WHEREAS, the CITY has determined that the CONSULTANT is a (business description) and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to [description], and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on [DATE]. The duration of this Agreement is for the period of \_\_\_\_\_ through \_\_\_\_\_. Completion dates or time durations for specific portions of the project are set forth in Exhibit “\_”. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the [City Council or City Manager].

3. **SCOPE OF SERVICES.** [GENERAL DESCRIPTION OF WORK.] **OR** [The CONSULTANT will perform services as set forth in the attached Exhibit “\_”.]

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit “\_” to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith

and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.**

hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit “\_” shall not exceed \$\_. The compensation for the CONSULTANT’S work shall not exceed [\_\_ per hour.] **OR** [the rates set forth in Exhibit “\_”.] Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit “\_”, as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY’S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the

CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not

apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A.  If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000

combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles (“any auto”). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The “project” or “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT’S employees and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers’ Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’S Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder’s alphabetic and financial size category rating of not less than A:VII according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the CITY’S Risk Manager. In the event coverage is provided by non-admitted “surplus lines” carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by

the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a

reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: (Insert name)  
(Insert title)  
(Insert department)  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONSULTANT:  
(Insert name)  
(Insert title)  
(Company name)  
(Address)

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the

CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONSULTANT.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits,schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

**CITY OF NATIONAL CITY**

**COMPANY NAME**

*(Corporation – signatures of two corporate officers required)  
(Partnership or Sole proprietorship – one signature)*

By: \_\_\_\_\_  
Ron Morrison, Mayor

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_

By: \_\_\_\_\_  
Nicole Pedone  
Senior Assistant City Attorney

*(Name)*

\_\_\_\_\_  
*(Print)*

-- OR --

\_\_\_\_\_  
*(Title)*

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney



## **INSURANCE REQUIREMENTS**

**Please forward to your Insurance Agent immediately**

**PRIOR** to performing services for the City of National City, the City must have current Certificates of Insurance on file for all companies, contractors, and consultants.

### **Required Insurance Certificates per Sections 16 and 17 of the City's Agreement:**

- ⇒ Professional Liability Insurance (errors and omissions) with minimum limits of \$1M per occurrence (*if applicable*)
- ⇒ Commercial General Liability coverage with limits of at least \$2M per occurrence/\$4M aggregate or in the alternative limits of at least \$1M per occurrence/\$2M aggregate with \$2M umbrella coverage:
  - Must include separate endorsement adding as additional insureds: "The City of National City, its elected officials, officers, agents, and employees". The actual endorsements or policy language regarding automatic additional insureds must be provided.
  - General aggregate limits must apply solely to this "project" or "location". This "project" or "location" must be identified with specificity on a separate endorsement
- ⇒ Commercial Auto Liability coverage with limits of at least \$1M, Combined Single Limit
  - Must include "any" auto.
  - Must include separate endorsement adding as additional insureds: "The City of National City, its elected officials, officers, agents and employees". The actual endorsements or policy language regarding automatic additional insureds must be provided.
- ⇒ Workers' Compensation coverage to meet CA statutory limits, plus employers' liability coverage of \$1M per accident
  - Workers' Compensation Waiver of Subrogation in favor of the City is required.
  - If there are no employees subject to Workers Compensation law, submit a signed Declaration (provided on next page).
- ⇒ Deductibles or SIRs (Self-Insured Retention) in excess of \$10,000 must be disclosed.
- ⇒ **CERTIFICATE HOLDER: City of National City, 1243 National City Boulevard, National City, CA 91950-4397.**

### **Insurance Document Submittal:**

**Email** insurance certificates to your City contact person and Elena Amaya in the City's Risk Department ([eamaya@nationalcityca.gov](mailto:eamaya@nationalcityca.gov)) (Phone: (619) 336-4232).

### **Mail the certificates and endorsements to:**

City of National City  
c/o Risk Manager  
1243 National City Blvd  
National City, CA 91950-4397

**Questions:** Risk Manager: (619) 336-4370  
Office Assistant: (619) 336-4232



(To be submitted only when there are no employees subject to Workers' Compensation)

**DECLARATION AND ADDENDUM TO ALL CONTRACTS AWARDED TO:**

\_\_\_\_\_ (Company Name)

For the purpose of inducing the City of National City to go forward with any contracts awarded to \_\_\_\_\_ (Company), I declare as follows:

I, \_\_\_\_\_ (name) , \_\_\_\_\_ (title), am authorized to execute this document on behalf of \_\_\_\_\_ (company) with respect to compliance with the California Workers' Compensation and Labor laws. All work required will be performed personally and solely by volunteers of \_\_\_\_\_ (company), who are independent contractors. If, however, \_\_\_\_\_ (company) shall ever be required to hire employees or Subcontractors to perform this contract, \_\_\_\_\_ (company) shall obtain Workers' Compensation Insurance and/or provide proof of Workers' Compensation Insurance coverage to the City of National City.

This document constitutes a declaration by \_\_\_\_\_ (company) against its financial interest, relative to any claims which may be asserted under the California Workers' Compensation and/or Labor laws against the City of National City relating to any bid or contract awarded \_\_\_\_\_ (company).

\_\_\_\_\_ (company) will defend, indemnify, and hold harmless the City of National City, its officers and employees, from any and all claims and liability, including Workers' Compensation claims and liability that may be asserted or established by any party in the event it hires an employee in violation of this addendum or if a volunteer of the organization makes a claim against or alleges liability of the City of National City for Workers' Compensation, and it will further indemnify the City of National City, its officers and employees, for all damages the City thereby suffers.

I agree that these declarations shall constitute an addendum to any bid or contract awarded to: \_\_\_\_\_ (company).

Dated: \_\_\_\_\_, 20\_\_\_\_.

(Insert company name in all caps)

By: \_\_\_\_\_ (Signature of Authorized Representative)

\_\_\_\_\_ (Name and Title)

# Partnership *for* Sustainable Communities



## NATIONAL CITY, CALIFORNIA Recommendations for Ranking Properties with Nonconforming Uses in the Westside Specific Plan Area

FINAL REPORT

March 2011



**Prepared Under:**

Contract No. EP-W-07-023

**Prepared for:**

U.S. Environmental Protection Agency  
Office of Solid Waste and Emergency Response  
Office of Brownfields and Land Revitalization  
Washington, DC 20460

**Prepared by:**



[www.sra.com/environment](http://www.sra.com/environment)



[www.vitanuova.net](http://www.vitanuova.net)

# Disclaimer

This document and the related spreadsheet were prepared for the U.S. Environmental Protection Agency (USEPA) in conjunction with the City of National City, California and are provided as draft final documents. SRA/Vita Nuova has relied upon outside sources for information and data presented in this report and related spreadsheet. Although all best efforts were used to confirm information and complete this report and related spreadsheet, no representation or warranties are made as to the timeliness, accuracy or completeness of the information contained herein or that the actual results will conform to any projections or recommendations contained herein. SRA/Vita Nuova holds no responsibility for how the process outlined in this document and related spreadsheet will be implemented on a community-wide or site-specific basis. Any reliance upon this material shall be without any liability or obligation on the part of SRA/Vita Nuova LLC.

The ranking process and spreadsheet described in this document are intended for the purpose of ranking properties with nonconforming uses and identifying properties for the development of recommendations on amortization and timing of amortization. The ranking process outlined in this document has been tested by National City to determine if the resulting property ranking is consistent with the expectations of National City. This testing included the evaluation of the impact of each factor and sub-factor and their weights on the overall ranking. The draft final documents reflect the comments and inputs of National City and of business stakeholders consulted in a meeting hosted by the Chamber of Commerce on January 26, 2011. It is recommended that the factors and sub-factors used and the scores and weights assigned to these factors and sub-factors not be changed once the spreadsheet is used to rank properties in order to ensure consistency in the property ranking process.

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# Introduction

## NATIONAL CITY PARTNERSHIP FOR SUSTAINABLE COMMUNITIES BROWNFIELD PILOT PROJECT

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### *Study Area*

The National City Pilot is located in the Westside neighborhood, a primarily low-income, minority, urban neighborhood, wholly contained within the incorporated limits of National City, California. National City has a population of approximately 61,000 and is located five miles south of San Diego. Over the past 50 years, the Westside neighborhood has evolved from a primarily residential neighborhood to include a significant number of industrial uses, mainly auto body-related, in and around homes and an elementary school.

### *Pilot Scope*

Over the past few years, the Westside neighborhood has started to address the numerous heavy industrial uses, mostly auto-related, that exist throughout the neighborhood. With approximately 389 polluters per square mile, this technical assistance project is focused on providing recommendations for redeveloping and revitalizing the Westside TOD Project site and Westside neighborhood to build upon the City and community's redevelopment efforts already in progress, such as auto-related business design guidelines and revised zoning. This Pilot also includes technical assistance on: 1) sustainable remediation; 2) redevelopment options for the City-owned open space site; and 3) habitat restoration for Paradise Creek. This assistance was delivered as a separate recommendations report in January 2011.

National City, CA has recently revised its zoning code to incorporate the Westside Specific Land Use Plan. The revised zoning resulted in a number of properties in the Westside area where the current land use does not conform to the revised zoning. Under the National City Land Use Code Section 18.108.230 - Affirmative Termination by Amortization, the city council "may order a nonconforming use to be terminated within a reasonable amount of time, upon recommendation of the planning commission." The Land Use Code requires the consideration of the following eight criteria when making a recommendation to terminate a nonconforming use and in recommending a reasonable amount of time in which to terminate the nonconforming use:

1. The total cost of land and improvements;
2. The length of time the use has existed;
3. Adaptability of the land and improvements to a currently permitted use;
4. The cost of moving and reestablishing the use elsewhere;
5. Whether the use is significantly nonconforming;
6. Compatibility with the existing land use patterns and densities of the surrounding neighborhood;
7. The possible threat to public health, safety or welfare; and
8. Any other relevant factors.

The process for making a recommendation regarding a nonconforming use is a multi-step process that involves first identifying properties with nonconforming uses, ranking these properties based on a consistent set of criteria, and then developing an amortization recommendation for each property in the order of its ranking. Within the context of this multi-step decision making process, this report develops an approach for ranking these properties that incorporates factors consistent with the criteria outlined in the Affirmative Termination by Amortization ordinance and provides a simple, reproducible process that can be easily understood by business owners and other stakeholders.

The ranking process is designed to rank multiple nonconforming properties with similar nonconforming uses in relationship to one another. It is not intended to provide a method to calculate a score for an individual property, independent of other properties. The ranking process is not intended to be used as a means of determining whether a property contains a nonconforming use, but rather as a means of prioritizing those properties that have otherwise been determined to contain nonconforming uses. Further, the ranking process is not intended to be used for the purpose of determining whether to terminate a land use or to develop the amount of time in which to terminate a nonconforming use. These decisions will be made in accordance with the requirements of the National City Land Use Code Section 18.108.230 - Affirmative Termination by Amortization.

# Property Ranking Process

A deterministic approach using an additive value model was selected as the primary mechanism for the development of the ranking process. The additive value model has been characterized by Belton and Stewart (2002)<sup>1</sup> as a method that has an acceptable level of sophistication to deal with the complexities of multiple factor decision problems, but is straightforward enough for a diverse group of stakeholders. It is a method that combines scores on individual factors with weights for each factor to estimate an overall score.

## FACTORS AND SUB-FACTORS

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Factors are quantitative (e.g., \$/sq ft) or qualitative (e.g., Yes or No) information that influence the ranking. For example, when comparing several cars to purchase, the price, body style, color, options, and fuel mileage may be the factors that are most important to you in selecting the car that best meets your needs (or ranks the highest). In some cases, it is necessary to break a factor into several sub-factors to incorporate multiple sets of information necessary to assign a score to a factor. For example, the sound system, interior style, interior color, engine size, and transmission type may be important sub-factors when evaluating the available options for each car. The value you assign may be a specific value that best represents the factor or sub-factor. For example, the value for color may be blue, while the value for fuel mileage may be 35 miles per gallon.

## VALUES AND SCORING

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Scores are assigned to each group, factor, and sub-factor based on a quantitative or qualitative value that represents the outcome of a sub-factor or a factor where no sub-factors have been identified. A discussion of the method for assigning values to each factor or sub-factor is provided in the section of this report titled Property Ranking Factors and Sub-Factors.

These values are then normalized to a common scale, such as 0 to 100, in order to assign a score that has a common basis for comparison for all groups, factors, and sub-factors. The score may be based on the range of values assigned to a factor or sub-factor, or it may be based on a potential range of values independent of the actual factor or sub-factor value. The scoring process should be viewed as a relative ranking process, so that outcomes that would result in a higher ranking are given higher scores and outcomes that would result in a lower ranking are given lower scores for any particular factor or sub-factor. For example, if blue is the only acceptable color, using a scale of 0 to 100, where 100 is the most desirable outcome for the color factor, cars that are the color blue would be assigned a score of 100, while cars of any other color would be assigned a score of 0. If there are other colors that are acceptable, but blue is the most desirable, scores could be assigned based on the order of preference. For example, a score of 100 for blue, 66 for green, 33 for red, and 0 for any other color. This process of normalizing the values allows for the comparison and combination of the scores for factors and sub-factors to develop an overall score.

Two common approaches for assigning factor and sub-factor scores are proportional scoring and binned scoring. The proportional score approach is used with the actual values of the factor or sub-factor. The values are scaled to a score between 0 and 100. Where the value representing the preference for the highest ranking (e.g., score = 100) is the maximum value ( $A_{\max}$ ) and the value representing the preference

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<sup>1</sup> Belton V. and T.J. Stewart. 2002. *Multiple Criteria Decision Analysis: An Integrated Approach*. Boston: Kluwer Academic Publishers.

for the lowest ranking (e.g., score = 0) is the minimum value ( $A_{\min}$ ), the remaining results are assigned scores relative to these two endpoints, where the score ( $v_p(P)$ ) is equal to the difference between the value for a factor ( $A_i$ ) and the minimum value ( $A_{\min}$ ) divided by the maximum value ( $A_{\max}$ ) minus the minimum value ( $A_{\min}$ ). (See Equation 1a). Where the value representing the preference for the highest ranking (e.g., score = 100) is the minimum value ( $A_{\min}$ ) and the value representing the preference for the lowest ranking (e.g., score = 0) is the maximum value ( $A_{\max}$ ), the remaining results are assigned scores relative to these two endpoints, where the score ( $v_p(P)$ ) is equal to the difference between the value for a factor ( $A_i$ ) and the maximum value ( $A_{\max}$ ) divided by the maximum value ( $A_{\max}$ ) minus the minimum value ( $A_{\min}$ ). (See Equation 1b). This is multiplied by 100 to give a value between 0 and 100.

$$(a) \quad v_p(P) = \frac{A_i - A_{\min}}{A_{\max} - A_{\min}} \times 100 \qquad (b) \quad v_p(P) = \frac{A_{\max} - A_i}{A_{\max} - A_{\min}} \times 100 \qquad (1)$$

where

$v_p(P)$	=	proportional score for the specific value $A_i$ for a property
$A_{\min}$	=	minimum value for the factor or sub-factor for all properties
$A_{\max}$	=	maximum value for the factor or sub-factor for all properties

This approach assumes that the increments in values have equivalent increments in score over the entire range of the factor or sub-factor values.

The binned score approach is used where a score is assigned based on an assessment of preferences at different value levels for a factor or sub-factor. Bins are defined by a range of values that are assigned the same score—the bin score. All values in each specific range are assigned a score based on the bins. Binned scores can be assigned based on a range of values or a descriptive scale. Table 1 illustrates the binned scoring approach.

**Table 1: Example scoring bins based on quantitative values**

Value (Fuel Mileage)	Score
Greater than or equal to 40 miles per gallon	100
Less than 40 miles per gallon but greater than or equal to 35 miles per gallon	75
Less than 35 miles per gallon but greater than or equal to 30 miles per gallon	50
Less than 30 miles per gallon but greater than or equal to 25 miles per gallon	25
Less than 25 miles per gallon	0

A discussion of the method for assigning a score to each factor or sub-factor is provided in the section of this report titled Property Ranking Factors and Sub-Factors.

## RANKING

In a general sense, the overall score for purposes of ranking ( $V(P)$ ) is equal to the sum of the score for each factor ( $v_i(P)$ ) times the weight ( $w_i$ ) for that factor. Equation 2 provides the basic additive model presented in Belton and Stewart (2002).

$$V(P) = \sum_{i=1}^n w_i v_i(P) \quad (2)$$

For the implementation of the ranking process, a common scale is used with a convention that sets the score that indicates the greater preference. For example, a common scale of 0 to 100 can be used with the higher scores representing the greater preference. For each factor that is used in the ranking, the specific direction of the scale is determined. The ranking is based on an overall score which is the combination of the scores for each group, factor, and sub-factor and their respective weights. Using Equation 2, the score for each factor is equal to the sum of the product of the score times the weight for each sub-factor of that factor, the score for each group is equal to the sum of the product of the score times the weight for each factor associated with that group. The overall score is then the sum of the product of the score times the weight for each group, as shown in Equation 3.

$$V(P) = \sum_{g=1}^n w_g \sum_{f=1}^n w_f \sum_{s=1}^n w_s v_s(P) \quad (3)$$

## WEIGHTS

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In many cases, not all of the factors (or sub-factors) will be of equal importance. For example, the price of the car may be more important than the color. This will result in the selection of a car that meets the price range, but may not be the primary choice of color. To address this potential variability in the importance or contribution of a factor or sub-factor, a weight or importance is assigned to each factor or sub-factor. A sub-factor weight is based on its importance to the factor, a factor weight is based on its importance to the group, and a group weight is based on its importance to the overall ranking. Equal weights would indicate that all factors or sub-factors are of equal importance. The weights represent the importance of each factor or sub-factor relative to one another. Weights for a group of factors or sub-factors must add to 1.

There are a number of approaches that can be used for developing weights for the ranking process. The simplest approach is to assign the weights equally based on the number (n) of groups, factors, or sub-factors where the weight ( $w_i$ ) for each group, factor, or sub-factor is equal to one divided by the number (n) of groups, factors, or sub-factors for a factor, as shown in Equation 4.

$$w_i = \frac{1}{n} \quad (4)$$

The weights can also be assigned based on input from stakeholders and general knowledge of the importance of each group, factor, or sub-factor in the ranking process. The assignment of weights in this manner may require trial and error to evaluate the impact of the variable weights on the contribution of a group, factor, or sub-factor to the ranking process.

Another approach suggested by Belton and Stewart (2002) to assign weights is to assign the weight ( $w_i$ ) for each group, factor, or sub-factor based on the number (n) of groups, factors, or sub-factors included and the order of importance (k) of a group, factor, or sub-factor as shown in Equation 5.

$$w_i = \frac{1}{n} \sum_{a=i}^k \frac{1}{a} \quad (5)$$

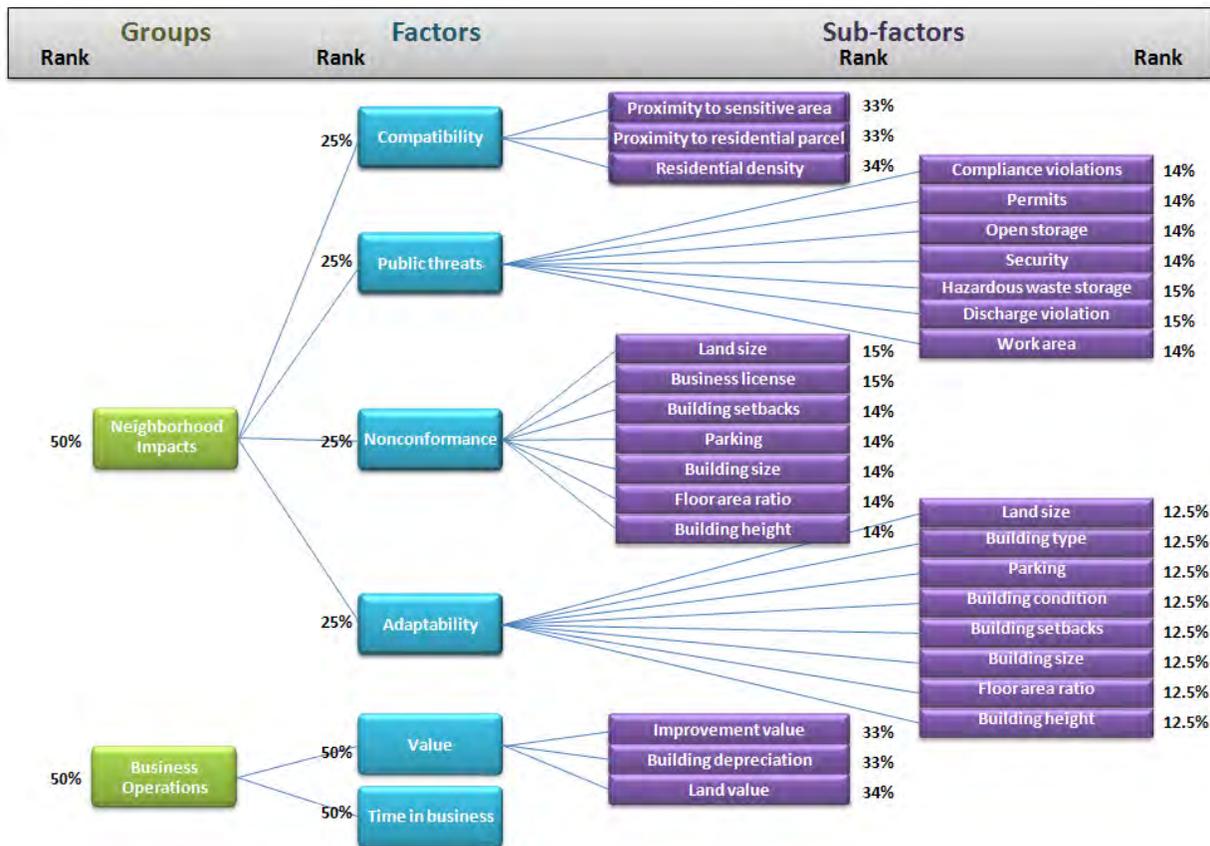
This last approach for weighting requires an evaluation of the groups, factors, or sub-factors for a factor to rank the groups, factors, or sub-factors based on their order of importance in the overall ranking process.

# Application of the Property Ranking Process

To implement the property ranking process in National City, factors that were potentially important to prioritizing nonconforming uses were initially identified based on the eight criteria outlined in the amortization requirements, the revised zoning requirements for the Westside Specific Planning Area, and conversations with representatives of the City. These factors were divided into two groups: 1) business operations and 2) neighborhood impacts. Six of the eight amortization criteria were identified as potential factors to be included in the ranking process and were divided among the two groups. For each factor identified, one or more sub-factors were identified to better define the factors. Factors related to the cost of moving and reestablishing the use elsewhere were not used because information needed to assign values to this factor was determined to be very site specific and more appropriately addressed as part of the amortization decision process.

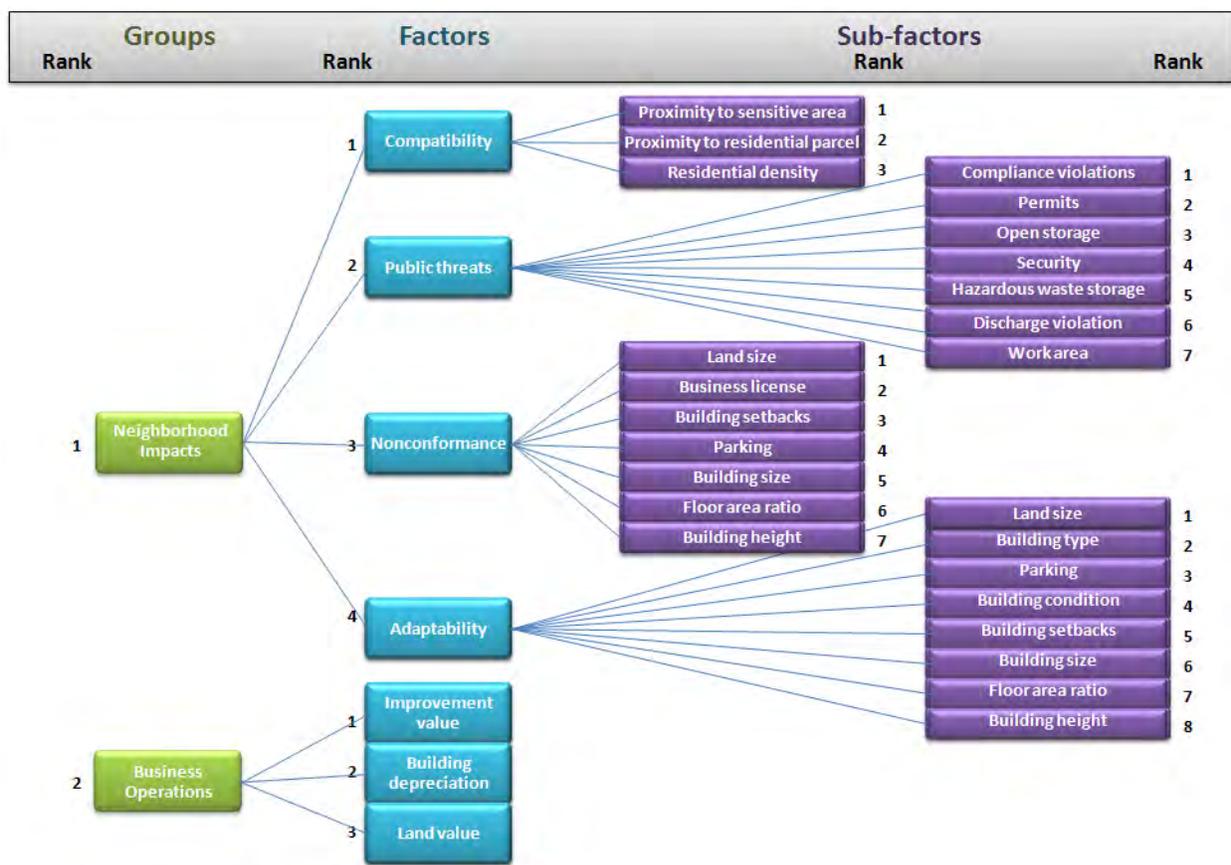
Quantitative or qualitative values and scoring approaches were identified for each sub-factor or a factor where no sub-factors had been identified (See Property Ranking Factors and Sub-Factors). A common scale of 0 to 100 was used, with higher scores indicating a greater preference for addressing a property with a non-conforming use. A Microsoft Excel® spreadsheet was developed to calculate the ranking scores and document the ranking process. The initial weights were set to equal weighting for each group, factor, and sub-factor as described in Equation 4. Figure 1 shows the initial grouping, factors, and sub-factors selected for the ranking process and their weights.

Figure 1: Initial groups, factors, sub-factors, and weights



The initial version of the spreadsheet was provided to National City for review and testing. The testing evaluated the impact of each factor and sub-factor and the scores and weights for each factor on the overall ranking to determine if the resulting property ranking was consistent with the expectations of National City. Based on the initial testing, it was determined that equal weighting for the groups, factors, and sub-factors was not appropriate. To determine a weighting scheme that would result in rankings that were consistent with the expectations of National City, the City was asked to place each grouping of factors and sub-factors in order of importance. Revised weights were developed for each group, factor, and sub-factor based on the number of groups, factors, or sub-factors included and the order of importance of factors or sub-factors, for a factor as shown in Equation 5. Figure 2 shows the ordering of the groups, factors, and sub-factors.

**Figure 2: Revised groups, factors, and sub-factors and order of importance for groups, factors, and sub-factors**

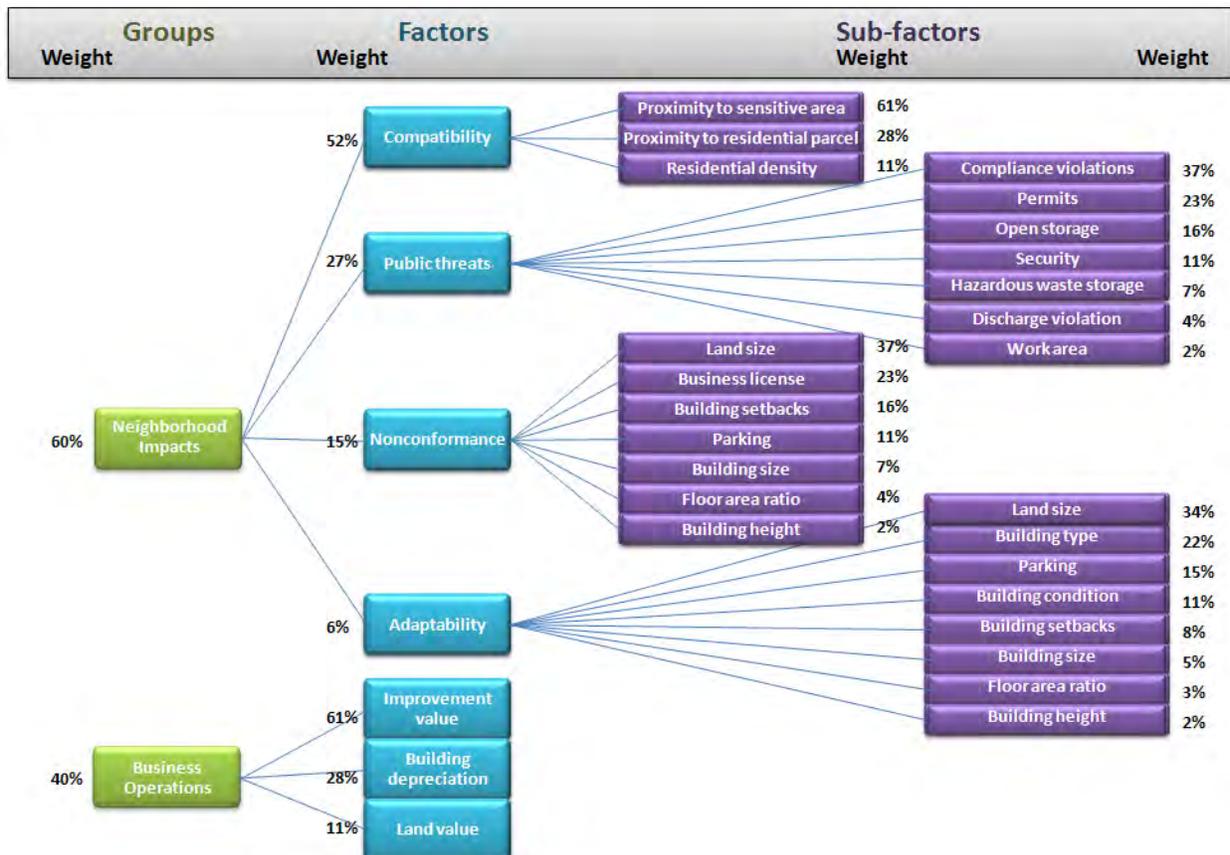


The spreadsheet was revised to incorporate the updated factor and sub-factor weights and a series of meetings were held with National City Council members, the Mayor, and Vice-Mayor on January 25, 2011. In addition, the Chamber of Commerce hosted a meeting with business stakeholders on January 26, 2011 to present the ranking process and spreadsheet and solicit comments and feedback on the process. Several modifications to the spreadsheet were identified as a result of the meeting with the business stakeholders.

The business stakeholders questioned the use of time in business as a factor, noting that there was not clear evidence that a high score should be assigned to a business that was in place on a property for either the longest time or the shortest time. Based on this input, the time a property contained a particular business use was removed as a factor and the business operations grouping was revised to include three

factors (i.e., improvement value, building depreciation, and land value). The business stakeholders also suggested that the factor and sub-factor values that were based on a Yes or No response be revised so that Yes always resulted in the lowest score (e.g., 0) and No always resulted in the highest score (e.g., 100). Based on this input, the method for assigning a value and a score to several of the sub-factors for the threat factor was revised to make the scoring process consistent with other factors and sub-factors. Figure 3 shows the final groups, factors, and sub-factors and revised weights estimated using Equation 5.

Figure 3: Final groupings, factors, and sub-factors and weights



In addition to the above comments, the business stakeholders suggested that a planned redevelopment on a property and whether a business owner leased or owned the property be considered as factors. These comments were discussed in some detail; however, it was determined by National City that these are issues that should be addressed as part of the development of the amortization evaluation and recommendation, rather than as a ranking criteria. A comment was also raised that a property owner may not be aware of non-compliance by a tenant that would result in that property being higher ranked. This higher ranking could result in the property being considered earlier for amortization. While this is true, the inclusion of the threat factor in the ranking process is in recognition that business uses that present potential threats to the neighborhood be addressed earlier. Finally, it was suggested by the business stakeholders that all properties containing nonconforming uses in the Westside area be ranked together rather than addressing nonconforming uses in smaller groupings. The spreadsheet is currently designed to rank up to 50 properties, but could be expanded to include a larger number.

# Property Ranking Factors and Sub-Factors

As discussed previously, factors were divided into two groups: 1) business operations and 2) neighborhood impacts. For each factor, one or more sub-factors were identified, where appropriate, to better define the factor. For each sub-factor, a method of assigning a value and a score to the factor or sub-factor for purposes of ranking was identified. The factors and sub-factors identified for each group are described in more detail below. Figure 4 provides a summary of the final values and weights for the factors and sub-factors.

## BUSINESS OPERATIONS FACTORS

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The business operations factors include those criteria that are specifically related to the operation of the business:

1. The value of the land;
2. The value of the improvements; and
3. Improvement depreciation.

For each of these factors, a method of assigning a value was developed.

### *Value of Land Factor*

The cost of the land is the current assessed value of the land the business currently occupies and is expressed as the value per square foot of land. Lower value land will contribute to a higher ranking for the property. The score is developed using the proportional score method where a score of 100 is assigned to the property with the lowest land value and a score of 0 is assigned to the property with the highest land value.

### *Value of Improvements Factor*

The cost of improvements is the current assessed value for improvements on the property the business currently uses and is expressed as the value per square foot of building used by the business. In multiple story buildings, the total floor space of the building used by the business is included. For purposes of assigning a score to this factor, it is assumed that lower improvements will result in a higher score. Lower valued improvements will contribute to a higher ranking for the property. The score is developed using the proportional score method where a score of 100 is assigned to the property with the lowest value improvements and a score of 0 is assigned to the property with the highest value improvements.

### *Improvement Depreciation Factor*

The amount of time a business may have had to recuperate investments in improvements can be represented by the relationship between the time since the last major investment in improvements and the typical depreciation time for these types of improvements. This can be expressed as the ratio of the number of years since the investment was made to the number of years typically used to depreciate the improvement. Current tax law allows depreciation of improvements on non-residential properties by equal amounts annually over 39 years for improvements in service on or after May 13, 1993 or 31.5 years for improvements in service before May 13, 1993. A larger ratio will contribute to a higher ranking. The score is developed using the proportional score method where a score of 100 is assigned to the property with the largest ratio and a score of 0 is assigned to the property with the smallest ratio.

## NEIGHBORHOOD IMPACTS

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The second group includes those criteria that are generally related to the surrounding neighborhood:

1. Adaptability of the land and improvements to a currently permitted use;
2. Whether the use is significantly nonconforming;
3. Compatibility with the existing land use patterns and densities of the surrounding neighborhood;  
and
4. The possible threat to public health, safety, or welfare.

For each of these factors, sub-factors were identified, where appropriate, and a method to assign a value to each sub-factor was developed.

### *Adaptability Factor*

This factor measures the ability for the existing land and improvements to be utilized for a new use permitted under the revised zoning. This factor is based on information about the size of the land, size, type, and condition of improvements, and the requirements under the current zoning for highest and best use.

#### **Land Size Sub-Factor**

The zoning requirements have minimum lot sizes. A Yes or No is provided in answer to the question of whether the size of the land meets the minimum requirements for uses under the revised zoning. Lot sizes less than the minimum lot size will be limited in their use under the revised zoning and will contribute to a higher ranking. The land size sub-factor is assigned a value and score as follows:

1. Yes - The size of the land meets the minimum requirements for uses under the revised zoning (Score = 0).
2. No - The size of the land does not meet the minimum requirements for uses under the revised zoning (Score = 100).

#### **Building Size Sub-Factor**

The zoning requirements have minimum building sizes. A Yes or No is provided in answer to the question of whether the size of the building meets the minimum requirements for uses under the revised zoning. Buildings that do not meet the minimum building size will contribute to a higher ranking. The building size sub-factor is assigned a value and score as follows:

1. Yes - The size of the building meets the minimum requirements for uses under the revised zoning (Score = 0).
2. No - The size of the building does not meet the minimum requirements for uses under the revised zoning (Score = 100).

#### **Building Type Sub-Factor**

The type of building can provide an indication of the building's reuse under the revised zoning. A Yes or No is provided in answer to the question of whether the building type is usable under the revised zoning. Buildings that cannot be used under the revised zoning will contribute to a higher ranking. The building type sub-factor is assigned a value and score as follows:

1. Yes - The building type is usable under the revised zoning (Score = 0).
2. No - The building type is not usable under the revised zoning (Score = 100).

### Building Condition Sub-Factor

The condition of the building provides an indication of a building's usability. Buildings in poor condition will contribute to a higher ranking. A value and score is assigned as follows:

1. Good condition and useable as is (Score = 0).
2. Useable but needing maintenance (Score = 25).
3. Needing minor rehab before being useable (Score = 50).
4. Needing major rehab before being useable (Score = 75).
5. Dilapidated and unusable (Score = 100).

### Building Setbacks Sub-Factor

The zoning requirements have minimum setbacks. A Yes or No is provided in answer to the question of whether the building meets the setback requirements for uses under the revised zoning. Buildings that do not meet the setback requirements for uses under the revised zoning will contribute to a higher ranking. The building setback sub-factor is assigned a value and score as follows:

1. Yes - The building meets the setback requirements for uses under the revised zoning (Score = 0).
2. No - The building does not meet the setback requirements for uses under the revised zoning (Score = 100).

### Floor Area Ratio Sub-Factor

The zoning requirements have minimum floor area ratio requirements. A Yes or No is provided in answer to the question of whether the building meets the minimum floor area ratio requirements for uses under the revised zoning. Buildings that do not meet the minimum floor area ratio requirements for uses under the revised zoning will contribute to a higher ranking. The floor area ratio sub-factor is assigned a value and score as follows:

1. Yes - The building meets the minimum floor area ratio requirements for uses under the revised zoning (Score = 0).
2. No - The building does not meet the minimum floor area ratio requirements for uses under the revised zoning (Score = 100).

### Height Sub-Factor

The zoning requirements have minimum building height requirements. A Yes or No is provided in answer to the question of whether the building meets the minimum height requirements for uses under the revised zoning. Buildings that do not meet the minimum height requirements for uses under the revised zoning will contribute to a higher ranking. The height sub-factor is assigned a value and score as follows:

1. Yes - The building meets the minimum height requirements for uses under the revised zoning (Score = 0).
2. No - The building does not meet the minimum height requirements for uses under the revised zoning (Score = 100).

### Parking Sub-Factor

The zoning requirements have minimum parking space requirements. A Yes or No is provided in answer to the question of whether there are sufficient parking spaces for uses under the revised zoning. Properties

that do not meet the parking space requirements for uses under the revised zoning will contribute to a higher ranking. The parking sub-factor is assigned a value and score as follows:

1. Yes - There are sufficient parking spaces for uses under the revised zoning (Score = 0).
2. No - There are not sufficient parking spaces for uses under the revised zoning (Score = 100).

### *Nonconformance Factor*

The significance to which a current operation does not conform to current city, state, and federal regulations can be based on conformance with prior zoning requirements, required business licenses, and compliance violations. Are all required permits in place (environmental, health, fire, etc.)? Has the facility been cited for compliance violations that have not been resolved or cited repeatedly for the same violation?

#### **Land Size Sub-Factor**

The zoning requirements have minimum lot sizes. A Yes or No is provided in answer to the question of whether the size of the land meets the minimum requirements for uses under the prior zoning. Properties that do not meet the minimum land size requirements for uses under the prior zoning will contribute to a higher ranking. The land size sub-factor is assigned a value and score as follows:

1. Yes - The size of the land meets the minimum requirements for uses under the prior zoning (Score = 0).
2. No - The size of the land does not meet the minimum requirements for uses under the prior zoning (Score = 100).

#### **Building Size Sub-Factor**

The zoning requirements have minimum building sizes. A Yes or No is provided in answer to the question of whether the size of the building meets the minimum requirements for uses under the prior zoning. Buildings that do not meet the minimum requirements for uses under the prior zoning will contribute to a higher ranking. The building size sub-factor is assigned a value and score as follows:

1. Yes - The size of the building meets the minimum requirements for uses under the prior zoning (Score 0).
2. No - The size of the building does not meet the minimum requirements for uses under the prior zoning (Score = 100).

#### **Building Setbacks Sub-Factor**

The zoning requirements have minimum setbacks. A Yes or No is provided in answer to the question of whether the building meets the minimum requirements for setbacks under the prior zoning. Buildings that do not meet the setback requirements for uses under the prior zoning will contribute to a higher ranking. The building setback sub-factor is assigned a value and score as follows:

1. Yes - The building meets the setback requirements for uses under the prior zoning (Score = 0).
2. No - The building does not meet the setback requirements for uses under the prior zoning (Score = 100).

#### **Floor Area Ratio Sub-Factor**

The zoning requirements have minimum floor area ratio requirements. A Yes or No is provided in answer to the question of whether the building meets the minimum floor area ratio requirements for uses under the prior zoning. Buildings that do not meet the minimum floor area ratio requirements for uses under the

prior zoning will contribute to a higher ranking. The floor area ratio sub-factor is assigned a value and score as follows:

1. Yes - The building meets the minimum floor area ratio requirements for uses under the prior zoning (Score = 0).
2. No - The building does not meet the minimum floor area ratio requirements for uses under the prior zoning (Score = 100).

#### Height Sub-Factor

The zoning requirements have minimum building height requirements. A Yes or No is provided in answer to the question of whether the building meets the minimum height requirements for uses under the prior zoning. Buildings that do not meet the minimum height requirements for uses under the prior zoning will contribute to a higher ranking. The height sub-factor is assigned a value and score as follows:

1. Yes - The building meets the minimum height requirements for uses under the prior zoning (Score = 0).
2. No - The building does not meet the minimum height requirements for uses under the prior zoning (Score = 100).

#### Parking Sub-Factor

The zoning requirements have minimum parking space requirements. A Yes or No is provided in answer to the question of whether there are sufficient parking spaces for uses under the prior zoning. Properties that do not have sufficient parking spaces for uses under the prior zoning will contribute to a higher ranking. The parking sub-factor is assigned a value and score as follows:

1. Yes - There are sufficient parking spaces for uses under the prior zoning (Score = 0).
2. No - There are not sufficient parking spaces for uses under the prior zoning (Score = 100).

#### Business License Sub-Factor

Each business is required to have a business license. The business license must be renewed on an annual basis. The presence of a business license provides an indication of the conformance with existing city requirements. Failure to obtain or maintain a valid business license will contribute to a higher ranking. There are two considerations for the business license. The first is whether a business license has ever been applied for and the second is whether the license is renewed on an annual basis. A value and score is assigned as follows:

1. A valid license has been issued (Score = 0).
2. A valid license has not been issued for the current year, but was issued in one or more of the last five years (Score = 50).
3. No license has ever been applied for or a valid license has not been issued within the last five years (Score = 100).

#### *Compatibility Factor*

Compatibility with the existing land use patterns and densities of the surrounding neighborhood can be based on the land use surrounding the site (e.g., commercial versus residential) and population density within a defined distance (e.g., 0.25 mile radius) of the property.

### Proximity to Sensitive Area Sub-Factor

The proximity of a business to a sensitive area, such as a school or park, is an indicator of compatibility with the surrounding area. A smaller distance to a sensitive area will contribute to a higher ranking. The proximity to a sensitive area is assigned a value and score as follows:

1. Greater than 1000 feet from the sensitive area (Score = 0).
2. Equal to or less than 1000 feet but greater than 500 feet from the sensitive area (Score = 25).
3. Equal to or less than 500 feet but greater than 250 feet from a sensitive area (Score = 50).
4. Equal to or less than 250 feet but greater than 100 feet from a sensitive area (Score = 75).
5. Equal to or less than 100 feet from a sensitive area (Score = 100).

### Proximity to Residential Parcels Sub-Factor

The proximity of a business to a residential parcel is an indicator of compatibility with the surrounding area. A business is considered adjacent to a residential parcel if it shares a property boundary with the residential parcel. A larger number of adjacent residential parcels will contribute to a higher ranking. The proximity to a residential business is assigned a value and score as follows:

1. No residential parcels adjacent to the business (Score = 0).
2. One residential parcel adjacent to the business (Score = 33).
3. Two residential parcels adjacent to the business (Score = 66).
4. Three or more residential parcels adjacent to the business (Score = 100).

### Residential Density Sub-Factor

The density of residential parcels is an indicator of compatibility within the surrounding area of a business. A larger density of residential parcels will contribute to a higher ranking. A value and score is assigned as follows:

1. No residential parcels with 0.1 mile radius of the business (Score = 0).
2. Equal to or less than 20 residential parcels within 0.1 mile radius of the business (Score = 25).
3. Equal to or less than 40 residential parcels but greater than 20 residential parcels within 0.1 mile radius of the business (Score = 50).
4. Equal to or less than 60 residential parcels but greater than 40 residential parcels within 0.1 mile radius of the business (Score = 75).
5. Greater than 60 residential parcels within 0.1 mile radius of the business (Score = 100).

## *Threats Factor*

Potential threats to human health, safety, security, and the environment can be based on compliance violations and citations and lack of required permits related to public health and safety. It can also include issues such as outside storage, accessibility to the property, and potential hazards or threats.

### Compliance Violations Sub-Factor

Compliance violations can be an indication of potential public threats. A larger number of notices of violation will contribute to a higher ranking. The issuance of a notice of violation along with the response by the business to the compliance issue is assigned a value and score as follows:

1. No notices of violation issued in last five years (Score = 0).
2. One or more notices of violation issued in the last five years that were satisfactory addressed within the requirements of the notice of violation (Score = 50).
3. One or more notices of violation in the last five years that were not satisfactorily addressed or repeated notices of violation for the same issue (Score = 100).

#### Permits Sub-Factor

Permits are required by several county and state regulatory agencies. There are a number of permits that may be required for automotive related facilities, including County of San Diego Department of Environmental Health Unified Program Facility, County of San Diego Air Pollution Control District, State of California Department of Toxic Substance Control, State of California Department of Consumer Affairs, Bureau of Automotive Repair, and California State Board of Equalization. Lack of permits can be an indication of potential public threats. Properties that do not have some or all of their required permits contribute to a higher ranking. A Yes or No is provided in answer to the question of whether each permit is in place and current. The presence or absence of required permits is assigned a value and score as follows:

1. Yes - Permits are in place and current (Score = 0).
2. No - Permits are not in place or in place but not current (Score = 100).

#### Storage, Handling, Generation, Disposal Permit Sub-Factor

Facilities that store, handle, generate, or dispose of hazardous substances or hazardous wastes that are used or generated on the property are required to have permits or are required to register with or notify local, state, or federal agencies. A Yes or No is provided in answer to the statement that no hazardous wastes or hazardous substances are stored, handled, generated, or disposed of on the property. The presence or absence of required storage, handling, generation, disposal permits, registrations, or notifications is assigned a value and score as follows:

1. Yes - No hazardous wastes or hazardous substances are stored, handled, generated, or disposed of on the property (Score = 0).
2. No - Hazardous wastes or hazardous substances are stored, handled, generated, or disposed of on the property (Score = 100).

#### Discharge Violation Sub-Factor

Facilities that have air or liquid discharges of hazardous substances or hazardous wastes are required to comply with the city discharge permit requirements. The issuance of a notice of violation along with the response by the business to the compliance issue is assigned a value and score as follows:

1. No notices of violation issued in last five years (Score = 0).
2. One or more notices of violation issued in the last five years that were satisfactory addressed within the requirements of the notice of violation (Score = 50).
3. One or more notices of violation in the last five years that were not satisfactorily addressed or repeated notices of violation for the same issue (Score = 100).

#### Open Storage Sub-Factor

Open storage of hazardous substances or hazardous materials can present potential public threats. Hazardous substances or waste products that are stored in the open could present a public threat. A Yes or No is provided in answer to the statement that no hazardous substances or waste products are stored in the

open. The presence or absence of open storage for hazardous substances or waste products is assigned a value and score as follows:

1. Yes - No hazardous substances or waste products are stored in the open (Score = 0).
2. No - Hazardous substances or waste products are stored in the open (Score= 100).

#### Work Area Sub-Factor

Work conducted within right-of-ways or otherwise off the property can present a potential public threat. A Yes or No is provided in answer to the question of whether work is conducted on the property and not in the right-of-way (including sidewalks and drive aprons) or off the property. Work conducted in the right-of-way or off the property will contribute to a higher ranking. The presence or absence of work conducted in the right-of-way (including sidewalks and drive aprons) or off the property is assigned a value and score as follows:

1. Yes - Work is conducted in appropriate locations on the property and NOT in the right-of-way (including sidewalks and drive aprons) or off the property (Score = 0).
2. No - Work is conducted in the right-of-way (including sidewalks and drive aprons) or off the property (Score = 100).

#### Security Sub-Factor

Lack of security, such as fencing or other means of restricting access to a property, is an indication of potential threats. A Yes or No is provided in answer to the question of whether vehicles or other work materials are stored or worked-on on the property and not in public spaces or hazardous substances, waste products, or other materials are stored in the open accessible to the public. Vehicles or other work materials stored in public spaces or open storage of hazardous substances, waste products, or other materials that are accessible to the public will contribute to a higher ranking. The presence or absence of vehicles or other work materials stored in public spaces or open storage of hazardous substances, waste products, or other materials accessible to the public is assigned a value and score as follows:

1. Yes - Vehicles or other work materials are stored or worked-on on the property and hazardous substances, waste products, or other materials are NOT stored in the open accessible to the public (Score = 0).
2. No - Vehicles or other work materials are stored in public spaces or open storage of hazardous substances, waste products, or other materials is accessible to the public (Score = 100).

# Property Ranking Spreadsheet

A Microsoft Excel® 2007 workbook has been developed (PropertyRankingSpreadsheet(2-22-11.xlsx) to calculate the ranking scores described in the Property Ranking Process section of this document and valuing and scoring approaches outlined in the Property Ranking Factors and Sub-Factors section of this document. The workbook allows the user to enter information on up to fifty properties including the appropriate weights for each group, factor, and sub-factor and appropriate values for each factor and sub-factor. In addition, the user can enter a default score for factors or sub-factors where the value is not available or no response is provided. The scores are calculated based on the user entered values and the scoring approach outlined in the Property Ranking Factors and Sub-Factors section of this document. The user cannot change the scores. All cells within the workbook, with the exception of those cells that require user input, are locked and cannot be changed.

There are eight worksheets associated with the workbook. In order to calculate ranking scores for a group of properties, the user must:

1. Enter information about the property in the Property Information worksheet. At a minimum, the user must enter the property Assessor Parcel Number (APN) and the business or owner name and property address. The APN and address information must be entered before attempting to enter factor or sub-factor values; otherwise a score will not be calculated. The remaining columns in this worksheet are provided for informational purposes, but are not required to calculate the ranking score.
2. Enter the weights for the business operations and neighborhood impacts groups in the Ranking Score worksheet. These are the only entries that can be changed on this worksheet. Once the factor and sub-factor information has been entered for all of the properties, the business operations, neighborhood impacts, and ranking scores will be displayed on this worksheet.
3. Enter the information for the factors associated with the business operations group in the Business Operations worksheet. The weights for each factor can be adjusted on this worksheet. The weights must add up to 1.000. The sum of the weights is presented above the factor score. A default score of 0 to 100 can also be entered for each factor. If a value is not entered, the default score will be assigned to the property. The following protocol should be followed for the values entered:
  - a. Land value should be entered as the assessed value in dollars
  - b. Lot size should be entered in square feet
  - c. Improvement value should be entered as the assessed value in dollars
  - d. Improvement size should be entered as total useable square feet of building
  - e. Year of improvement should be entered as the year (only) that the last improvement was made, based on the assessor records
4. The neighborhood impacts factors have been divided into four separate worksheets (i.e., Adaptability, Nonconformance, Compatibility, and Threat), one for each factor. The user must select a value from the pull down list for each sub-factor on these worksheets. The pull down list contains the values discussed for each sub-factor in the Neighborhood Impacts section of this document. The weights for each factor or sub-factor can be adjusted on these worksheets. The weights must add up to 1.000. The sum of the weights is presented above the factor score. A default score of 0 to 100 can also be entered for each sub-factor. If a value is not entered, the default score will be assigned to the property.
5. Enter the weights for each factor in the Factors worksheet. The weights must add up to 1.000. The sum of the weights is presented above the factor score. The weights are the only entries that can

be made in this worksheet. The results of the scoring for each factor can be viewed on this worksheet.

Once all of the worksheets have been updated, the ranking score and the ranking order for each property can be viewed in the Ranking Score worksheet. The Ranking Score worksheet can be copied from this workbook and pasted as values (i.e., Paste Values) only into a new workbook.

**Figure 4: Summary of final factor and sub-factor values, scoring approaches, and weights**

Groups	Group Weights	Factors	Factor Weight	Sub-Factors	Value	Score Type	Sub-Factor Weight				
Neighborhood Impacts	0.6	Compatibility	0.52	Proximity to sensitive area	5-response from Range 100 to 1000 feet from sensitive area	Binned score	0.61				
				Proximity to residential parcel	4-responses from Range 0 to 3 adjacent residential properties	Binned score	0.28				
				Residential density	5-responses from 0 to 60 residential properties within 0.1 mile	Binned score	0.11				
	Public threats	0.27		0.27	Compliance violations	3-responses from no violations, violation resolved, violation not resolved	Binned score	0.37			
					Permits	Yes/No - All permits obtained and current	Binned score	0.23			
					Open storage	Yes/No - No hazardous substances stored in open	Binned score	0.16			
					Security	Yes/No - No materials or wastes accessible to public	Binned score	0.11			
					Hazardous waste storage	Yes/No - No hazardous waste stored, handled or disposed	Binned score	0.07			
					Discharge violation	3-responses from no violations, violation resolved, violation not resolved	Binned score	0.04			
					Work area	Yes/No - Work conducted on property and not in public areas	Binned score	0.02			
	Nonconformance	0.15		0.15	Land size	Yes/No - meet prior zoning minimum land size	Binned score	0.37			
					Business license	3-responses from current license, previous license, no license	Binned score	0.23			
					Building setbacks	Yes/No - meet prior zoning requirements	Binned score	0.16			
					Parking	Yes/No - meet prior zoning requirements	Binned score	0.11			
					Building size	Yes/No - meet prior zoning minimum building size	Binned score	0.07			
					Floor area ratio (FAR)	Yes/No - meet prior zoning requirements	Binned score	0.04			
	Adaptability	0.06		0.06	Height	Yes/No - meet prior zoning requirements	Binned score	0.02			
					Land size	Yes/No - meet current zoning minimum land size	Binned score	0.34			
					Building type	Yes/No - usable or not usable under current zoning	Binned score	0.22			
					Parking	Yes/No - meet current zoning requirements	Binned score	0.15			
					Building condition	5-responses from good, useable, minor work, major work, unuseable	Binned score	0.11			
Building setbacks					Yes/No - meet current zoning requirements	Binned score	0.08				
Building size					Yes/No - meet current zoning minimum building size	Binned score	0.05				
Floor area ratio (FAR)	Yes/No - meet current zoning requirements	Binned score	0.03								
Business Operations	0.4										
								Improvement value	0.61	Assessed value per square foot of building	Proportional score
								Building depreciation	0.28	Years since the investment to building depreciation years	Proportional score
		Land value	0.11	Assessed value per square foot of land	Proportional score						

