



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

**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, SEPTEMBER 16, 2014 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**LUIS NATIVIDAD**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

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

**Meeting agendas and  
minutes available on web**

**WWW.NATIONALCITYCA.GOV**

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

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

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

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

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

to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

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

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

**OPEN TO THE PUBLIC**

**CITY COUNCIL / COMMUNITY DEVELOPMENT COMMISSION AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC ORAL COMMUNICATIONS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**PRESENTATIONS**

1. Employee of the Quarter 2014 - Renee Love, Police Dispatcher
2. Recognizing Don D. Miner, Fire Battalion Chief for his 29 years of service with the City of National City.
3. Update on National City Safe Routes to School Program (Rady Childrens Hospital & Engineering/Public Works)
4. Recognition of Volunteer Parent Safety Patrols (Engineering/Public Works)

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

5. Approval of the Minutes of the Regular Meeting of the City Council of the City of National City and Community Development Commission - Housing Authority of the City of National City of September 2, 2014. (City Clerk)
6. Resolution of the City of National City authorizing the Mayor to enter into an Agreement with the National School District for partial funding of the School Resource Officer Program. The City of National City will be reimbursed \$61,917 for FY2014 and \$61,917 for FY2015, for a two-year total of \$123,834 for the Police School Resource Officer Services. (Police)
7. Resolution of the City Council of the City of National City accepting the written statement that no further changes are needed at this time to the Conflict of Interest Code which Incorporates by reference the Fair Political

Practices Commission's Standard Model Conflict of Interest Code, currently in effect through Resolution No. 2012-192. (City Attorney)

8. Temporary Use Permit -Sweetwater High School's Homecoming on October 17, 2014 from 5:00 p.m. to 10:00 p.m. at 2900 Highland Avenue. This is a City co-sponsored event per Council Policy No. 804. (Neighborhood Services)
9. Warrant Register #7 for the period of 8/06/14 through 8/12/14 in the amount of \$2,506,731.15 (Finance)
10. Warrant Register #8 for the period of 8/13/14 through 8/19/14 in the amount of \$2,827,884.13 (Finance)

## **PUBLIC HEARINGS**

## **ORDINANCES FOR INTRODUCTION**

## **ORDINANCES FOR ADOPTION**

## **NON CONSENT RESOLUTIONS**

11. Resolution of the City Council of the City of National City approving a Conditional Use Permit for a tobacco specialty shop located in South Bay Plaza at 1430 E. Plaza Blvd., suite E7B. (Applicant: Vapure USA, Inc. (Case File 2014-04 CUP) (Planning)

## **NEW BUSINESS**

12. Council subcommittee seeking input from City Council and Public on next steps in the development of an Ordinance prohibiting smoking in and around multi-unit residences and duplexes. (Fire)
13. Presentation: National City Public Library, 2014-2019 Strategic Plan (Library)

## **COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY**

## **PUBLIC HEARINGS- HOUSING AUTHORITY**

## **NON CONSENT RESOLUTIONS- HOUSING AUTHORITY**

## **NEW BUSINESS- HOUSING AUTHORITY**

## **STAFF REPORTS**

## **MAYOR AND CITY COUNCIL**

## **CLOSED SESSION REPORT**

**ADJOURNMENT**

Regular City Council/Community Development/Housing Authority of the City of National City Meeting - Tuesday - October 7, 2014 - 6:00 p.m. - Council Chambers - National City, California.



CITY OF NATIONAL CITY  
M E M O R A N D U M

DATE: September 2, 2014  
TO: Leslie Deese, City Manager  
FROM: Stacey Stevenson, Director of Administrative Services  
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

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The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the third quarter of calendar year 2014 is:

**Renee Love – Police Dispatcher**

*By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, September 16, 2014 to be recognized for her achievement and service.*

Attachment

cc: Renee Love  
Chief Rodriguez  
Lieutenant – Robert A. Rounds  
Josie Flores-Clark – Executive Assistant III  
Human Resources – Office File



RECEIVED  
AUG 27 2014  
CITY OF NATIONAL CITY  
HUMAN RESOURCES DEPARTMENT

### Performance Recognition Award Nomination Form

I nominate Dispatcher Renee Love for the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc). Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

Renee Love has been a National City Police Dispatcher for 19 years. In addition to being a great dispatcher, she is one of the department's most valuable dispatchers.

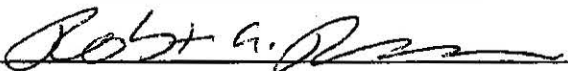
The police department began researching the purchase of a new "911" phone system for the dispatch center over a year ago. Renee enthusiastically volunteered to assist with the project. She took a leadership role on the project while still fulfilling her regular duties. Renee assisted with researching systems, attending meetings, and conducting site visits in order to help choose the best system.

Once the system was chosen, Renee became the point of contact for the various vendors involved with the installation and user training. Renee continues to be the lead for issues related to the new system. Renee showed the highest level of enthusiasm and professionalism throughout the entire process. Renee is deserving of the City's Employee of the Quarter award.

#### FORWARD COMPLETED NOMINATION TO:

National City Performance Recognition Program  
Human Resources Department

Nominated by: Lieutenant Robert A. Rounds

Signature:  Date: 8/19/14



City of National City  
MEMORANDUM

DATE: September 9, 2014

TO: Lavonne Watts, Executive Assistant IV (City Manager's Office)  
Josie Flores-Clark, Executive Assistant III (Mayor/Council Office)

FROM: Lilia Muñoz, Human Resources Analyst *LM*

SUBJECT: EMPLOYEE RETIREE RECOGNITION

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The following City employee will be retiring with 29 years of service with the City of National City on September 16, 2014:

NAME : Don D. Miner  
POSITION : Fire Battalion Chief  
HIRED : September 16, 1985

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of Tuesday, September 16, 2014.

If this is acceptable, please make the necessary arrangements and send confirmation of the schedule to the employee, department and our office. The recognition letter and gift certificate selection will be sent prior to the presentation.

Thank you.

cc: Battalion Chief Don Miner  
Frank Parra, Director of Emergency Services



Item No. \_\_\_\_\_

9/16/14

PRESENTATION

UPDATE ON NATIONAL CITY SAFE ROUTES TO SCHOOL PROGRAM

(RADY CHILDRENS HOSPITAL & ENGINEERING/PUBLIC WORKS)

Item No. 4

9/16/14

PRESENTATION  
RECOGNITION OF VOLUNTEER PARENT SAFETY PATROLS  
(ENGINEERING/PUBLIC WORKS)

Item # \_\_\_\_\_

09/16/14

**APPROVAL OF THE MINUTES OF THE REGULAR  
MEETING OF THE CITY COUNCIL OF THE CITY OF  
NATIONAL CITY AND COMMUNITY DEVELOPMENT  
COMMISSION – HOUSING AUTHORITY OF THE CITY  
OF NATIONAL CITY OF SEPTEMBER 2, 2014**

(City Clerk)

DRAFT      DRAFT      DRAFT

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

**September 2, 2014**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:30 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Morrison, Natividad, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Parra, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams, Ybarra.  
Others present: Student Representative Isaac Maldonado.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**PUBLIC ORAL COMMUNICATIONS**

Sunshine Horton, El Cajon, informed every one of her birthday fundraising event for Children's Hospital in honor of her daughter.

Bert Andrade, National City, recounted his military service during the Korean War.

**CITY COUNCIL**

**PROCLAMATIONS**

**PROCLAMATION ADMIN (102-2-1)**

1. Proclaiming the month of September 2014 as: National Preparedness Month."

**PROCLAMATION ADMIN (102-2-1)**

2. Proclaiming the month of September 2014 as: "Literacy Awareness Month."

## PRESENTATIONS

### PERSONNEL RECOGNITION / APPRECIATION ADMIN (604-2-1)

3. Life Saving Recognition – City Graffiti Technician Assistant James Kim.  
(Fire)

### COUNCIL MEETING PRESENTATIONS 2014 (102-10-9)

4. Presentation – Olivewood Gardens and Learning Center – Healy Vigderson, Executive Director

## CONSENT CALENDAR

**ADOPTION OF CONSENT CALENDAR.** Item No. 5 (Minutes), Item Nos. 6 and 7 (Resolution Nos. 2014-127 and 2014-128), Item No. 8 (Report), Item Nos. 9 and 10 (Warrant Registers). Motion by Sotelo-Solis, seconded by Rios, to pull Item No. 7, and to approve the remainder of the Consent Calendar. Carried by unanimous vote.

## APPROVAL OF MINUTES

5. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF AUGUST 19, 2014. (City Clerk)

**ACTION:** Approved. See above.

## GRANT / PUBLIC SAFETY (206-4-27)

6. Resolution No. 2014-127. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD OF \$180,900.00 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT 2015 TO CONDUCT DUI AND TRAFFIC RELATED ENFORCEMENT OPERATIONS FOR THE POLICE DEPARTMENT, AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT OF THE AWARD OF THE GRANT FUNDS, AND AUTHORIZING THE ESTABLISHMENT OF FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET.  
(Police)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**CONTRACT (C2014-36)**

7. Resolution No. 2014-128. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. N009 TO THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION TO ENCUMBER \$900,000 IN FEDERAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) FUNDING FOR CONSTRUCTION OF THE HIGHLAND AVENUE SAFETY ENHANCEMENTS PROJECT FROM DIVISION STREET TO E. 8TH STREET (\$324,000 GRANT MATCH IS REQUIRED; FUNDS AVAILABLE THROUGH PROP A TRANSNET. (Engineering/Public Works)

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

**FINANCIAL MANAGEMENT 2013-2014 (204-1-29)**

8. Investment Report for the quarter ended June 30, 2014. (Finance)

**ACTION:** Approved. See above.

**WARRANT REGISTER JULY 2014 – JUNE 2015 (202-1-29)**

9. Warrant Register #5 for the period of 07/23/14 through 07/29/14 in the amount of \$7,169,229.90. (Finance)

**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2014 – JUNE 2015 (202-1-29)**

10. Warrant Register #6 for the period of 07/30/14 through 08/05/14 in the amount of \$2,889,618.72. (Finance)

**ACTION:** Ratified. See above.

**PUBLIC HEARING**

**CONDITIONAL USE PERMITS 2014 (403-29-1)**

11. Continued Public Hearing – Conditional Use Permit for a tobacco specialty shop located in South Bay Plaza at 1430 E. Plaza Blvd., Suite E7B. (Applicant: Vapure USA, Inc.) (Case File 2014-04 CUP) (Planning)

**RECOMMENDATION:** Staff concurs with the decision of the Planning Commission.

**TESTIMONY:** An un-named speaker, representing the applicant, responded to questions.

**PUBLIC HEARING (cont.)**

**CONDITIONAL USE PERMITS 2014 (403-29-1)**

11. Continued Public Hearing – Conditional Use Permit for a tobacco specialty shop located in South Bay Plaza at 1430 E. Plaza Blvd., Suite E7B (continued). (Applicant: Vapure USA, Inc.) (Case File 2014-04 CUP) (Planning)

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

Motion by Sotelo-Solis, seconded by Natividad, to have staff come back with a Resolution approving the CUP for sale of liquid only and with a waiting area with proper signage prohibiting on-site use of devices. Carried by the following vote, to-wit: Ayes: Morrison, Natividad, Sotelo-Solis. Nays: Cano, Rios. Absent: None. Abstain: None.

**EXPARTE DISCLOSURE:** Members Sotelo-Solis and Rios indicated that they had Ex Parte contact with the applicant.

**NON CONSENT RESOLUTIONS**

**LABOR RELATIONS CONFIDENTIAL EMPLOYEES 2014-2015 (605-5-8)**

12. Resolution No. 2014-129. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE COMPENSATION PLAN FOR THE UNREPRESENTED CONFIDENTIAL EMPLOYEE GROUP. (Human Resources)

**RECOMMENDATION:** Accept staff's recommendations and adopt the proposed Compensation Plan for the City of National City Confidential Employee Group.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Natividad, to adopt the Resolution. Carried by unanimous vote.

**CONDITIONAL USE PERMITS 2014 (403-29-1)**

13. Resolution No. 2014-130. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DECISION ON THE APPEAL OF THE PLANNING COMMISSION DENIAL OF A CONDITIONAL USE PERMIT TO MODIFY THE DECISION OF THE PLANNING COMMISSION BY GRANTING THE CONDITIONAL USE PERMIT AND IMPOSING ADDITIONAL CONDITIONS FOR A WIRELESS COMMUNICATIONS FACILITY AT SWEETWATER HEIGHTS PARK LOCATED AT 3820 CAGLE STREET. (Applicant: Plancom, Inc. for Verizon Wireless) (Case File 2014-01 CUP) (Planning)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

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

**NON CONSENT RESOLUTIONS (cont.)**

**CONDITIONAL USE PERMITS 2014 (403-29-1)**

14. Resolution No. 2014-131. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CERTIFYING A NEGATIVE DECLARATION AND AUTHORIZING THE CITY COUNCIL TO FILE A NOTICE OF DETERMINATION RELATED TO A CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR A CREMATORIUM TO BE LOCATED AT 100 EAST 35TH STREET, SUITE "A" IN THE COASTAL ZONE. (Applicant: Cortez Cremations and Funeral Services Corporation) (Case File 2014-09 IS) (Planning)

**RECOMMENDATION:** Staff recommends adopting the Resolution certifying the Negative Declaration and filing a Notice of Determination.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Natividad, to table the Resolution until after a Public Hearing on the matter. Carried by unanimous vote.

**NEW BUSINESS**

**CONDITIONAL USE PERMITS 2014 (403-29-1)**

15. Notice of Decision – Planning Commission approval of a Conditional Use Permit and Coastal Development Permit for a crematorium to be located at 100 East 35th Street, Suite "A" in the Coastal Zone. (Applicant: Cortez Cremations and Funeral Services Corporation) (Case File 2014-09 IS) (Planning)

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

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Natividad, to set for Public Hearing on October 7<sup>th</sup>, 2014. Carried by unanimous vote.

**TEMPORARY USE PERMITS 2014 (203-1-30)**

16. Temporary Use Permit – 6<sup>th</sup> Annual Health & Wellness Fair hosted by Paradise Valley Hospital and The Southbay Times on October 25, 2014 from 10 a.m. to 3 p.m. at 2400 E. 4th Street with no waiver of fees. (Neighborhood Services)

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

**TESTIMONY:** None.

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



**NEW BUSINESS (cont.)**

**BOARDS & COMMISSIONS ADMIN (101-1-1)**

17. Community and Police Relations Commission 2013 Annual Report. (City Manager)

**RECOMMENDATION:** Accept and file.

**TESTIMONY:** Ken Seaton-Msemaji, Commission Chairman, responded to questions.

**ACTION:** Motion by Cano, seconded by Sotelo-Solis, to approve staff recommendation. Carried by unanimous vote.

**BOARDS & COMMISSIONS ADMIN (101-1-1)**

18. Status Report and Update on Boards and Commissions. (City Clerk)

**RECOMMENDATION:** Consider recommended actions as appropriate.

**TESTIMONY:** None.

**ACTION:** Consensus to look into absence policy. There was no vote.

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

**NO AGENDA ITEMS**

**STAFF REPORTS**

None.

**MAYOR AND CITY COUNCIL**

Student Council Representative Isaac Maldonado invited everyone to attend the football games at Sweetwater High School.

Vice Mayor Natividad spoke about several new businesses opening in the city demonstrating that we are an attractive place to do business and reported that he would be attending the League of Cities conference in Los Angeles.

Member Sotelo-Solis thanked the staff for their commitment; commented on the need to look into livable wage ordinances and the positive energy in the community from such events as Movies in the Park.

Member Rios reported on her attendance at the Sweetwater Football game and encouraged participation of SuHi Alumni and residents in on-going effort to raise funds to replace lost funding due to School District policy changes.

**MAYOR AND CITY COUNCIL (cont.)**

Mayor Morrison said he has noticed that several visiting football teams at Sweetwater leave the field after the game a little more humble than when they arrived.

**CLOSED SESSION REPORT**

City Attorney Claudia Silva stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

**ADJOURNMENT**

Motion by Sotelo-Solis, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, September 16, 2014 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 8:45 p.m.

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City Clerk

The foregoing minutes were approved at the Regular Meeting of September 16, 2014.

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Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room  
Civic Center  
1243 National City Boulevard  
National City, California

Special Meeting – Tuesday, September 2, 2014 – 5:30 p.m.

ROLL CALL

CLOSED SESSION

CITY COUNCIL

1. Conference with Legal Counsel – Pending Litigation  
Government Code Section 54956.9(a)  
*Randy Myrseth and Herman Baca v. Mike Dalla and City of National City, et al.*  
San Diego Superior Court Case No. 37-2014-00028380-CU-MC-CTL

ADJOURNMENT

Next Regular City Council Meeting – Tuesday, September 2, 2014, 6:00 p.m., Council Chambers, Civic Center

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

**MEETING DATE:** September 16, 2014

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Resolution of the City of National City authorizing the Mayor to enter into an Agreement with the National School District for partial funding of the School Resource Officer Program. The City of National City will be reimbursed \$61,917 for FY2014 and \$61,917 for FY2015, for a two-year total of \$123,834 for the Police School Resource Officer Services.

**PREPARED BY:** Ronni Zengota, Operations Assistant

**DEPARTMENT:** Police

**PHONE:** (619) 336-4516

**APPROVED BY:**   
9-2-14

**EXPLANATION:**

The National City Police Department currently assigns two police officers as School Resource Officers (SRO) to provide police services to the Sweetwater Union High School District and the National School District. School Resource Officers provide specialized campus security and general law enforcement services to the public schools located in National City. The salaries and benefits for the police officers are funded by a joint funding agreement between the Sweetwater Union High School District, National School District and the City of National City.

The proposed Agreement with the National School District would be effective and retroactive from July 1, 2013 through June 30, 2015. Approval of the resolution would authorize the Mayor to enter into an Agreement with the National School District in order to continue to share the costs of the School Resource Officer Program.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO. |**

**APPROVED:** \_\_\_\_\_ MIS

001-11107-3467 National School District  
\$61,917 – FY 2014 and \$61,917 – FY2015

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Agreement between the City of National City and the National School District

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
NATIONAL SCHOOL DISTRICT**

This AGREEMENT is entered into this 1<sup>st</sup> day of July, 2013, by and between the CITY OF NATIONAL CITY, a municipal corporation (hereinafter the "CITY") and the NATIONAL SCHOOL DISTRICT, a public entity and school district (hereinafter the "DISTRICT").

**RECITALS**

WHEREAS, the CITY and the DISTRICT desire to provide a safe, secure, and orderly teaching and learning environment for all students and staff within the NATIONAL School District and the City of National City by protecting life and property.

WHEREAS, the CITY and the DISTRICT have decided to undertake responsibilities and expectations to achieve mutual goals and objectives to protect the teaching and learning environment.

WHEREAS, the CITY and the DISTRICT agree to work together to provide the presence of a police officer, based on availability as determined by the CITY, on campus to help maintain a secure environment in and around the schools.

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

1. **SCOPE OF SERVICES:** The CITY and the DISTRICT agree to perform the services set forth as attached in the SCOPE OF SERVICES, attached hereto as "Exhibit A", in accordance with all terms and conditions contained herein.

2. **PROJECT COORDINATION AND SUPERVISION:** The Community Services Sergeant is hereby designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The DISTRICT shall assign a Project Liaison to provide supervision and have overall responsibility for the progress and execution of this Agreement for the DISTRICT. The Director of Student Support thereby is designated as the Project Liaison for the DISTRICT.

3. **COMPENSATION AND PAYMENT:** The compensation from the DISTRICT to the CITY shall be sixty-one thousand nine hundred seventeen dollars (\$61,917), for the period of July 1, 2013 through June 30, 2014, and sixty-one thousand nine hundred seventeen dollars (\$61,917), for the period of July 1, 2014 through June 30, 2015, as set forth in Exhibit "A", a flat fee for each one year of service, due upon execution of the agreement.

4. **ACCEPTABILITY OF WORK:** In the event the DISTRICT is not satisfied as to the quality or acceptability of the work or the manner of performance, the DISTRICT shall give to the CITY written notice of such. 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.

5. **EFFECTIVE DATE AND LENGTH OF AGREEMENT:** This Agreement is effective on July 1, 2013. The duration of this Agreement is for the period of July 1, 2013 through June 30, 2015.

6. **CONTROL:** Neither the DISTRICT nor its officers, agents, or employees shall have any control over the conduct of the CITY or any of the CITY's employees, except as herein set forth, and the CITY's or the CITY's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, DISTRICT, it being understood that the CITY, its agents, servants, and employees are wholly independent.

7. **NON-DISCRIMINATION PROVISIONS:** The DISTRICT 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.

8. **CONFIDENTIAL INFORMATION:** The CITY may from time to time communicate to the DISTRICT certain confidential information. The DISTRICT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The DISTRICT 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 11, 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 DISTRICT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession the DISTRICT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the DISTRICT by a third party, but only to the extent that the use of disclosure thereof has been or is rightfully authorized by that third party. DISTRICT shall be liable to the CITY of any damages caused by breach of this agreement.

9. **INDEMNIFICATION AND HOLD HARMLESS:** 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.

The DISTRICT agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the DISTRICT'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 of willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the

termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

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

11. **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. Jurisdiction shall be Superior Court, San Diego County.

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.

12. **MEDIATION/ARBITRATION:** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses on any part thereof against a specified party as part of the arbitration award.

13. **TERMINATION:**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 90-day's written notice to the

**DISTRICT.** During said 90-day period, the DISTRICT 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 DISTRICT 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 DISTRICT as provided for herein.

**14. 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 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: Ron Morrison, Mayor  
City of National City  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

To DISTRICT: Director of Student Services  
National School District  
1500 N Avenue  
National City, CA 91950

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.

**15. MISCELLANEOUS PROVISIONS:**

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



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

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

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

**E. Exhibits and Schedules:** The exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

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

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

**H. Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. San Diego Superior Court, Southbay Division, or U.S. District Court, Southern District shall be the jurisdiction.

**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 the final payment under the Agreement, per Government Code Section 8546.7.

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

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

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

**M. No Inducement:** Each of the Parties to this Agreement acknowledges for itself that it has read this Agreement and fully understands its contents and consequences and has voluntarily executed it. Each of the parties also warrants that no promise or inducement has been made or offered by any of the Parties, except as set forth herein, and that this Agreement is not executed in reliance upon any statement of representation of any of the parties or their representatives, concerning the nature and extent of the injuries, damages or legal liability thereof. The parties further represent that they have been represented by legal counsel during the

course of the negotiations leading to the signing of this Agreement, and that they have been advised by legal counsel with respect to the meaning of this Agreement and its legal affect.

N. *Severance*: If any court of competent jurisdiction declares or determines that any provision in this Agreement is illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms and provisions, will not be affected. The provision found illegal, unenforceable, or invalid shall be deemed not a part of this Agreement.

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

**CITY OF NATIONAL CITY**

**NATIONAL SCHOOL DISTRICT**

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

By: Chris Oram  
Chris Oram, Ed.D.  
Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES AND PAYMENT**

**MISSION STATEMENT:** It is the mission of the National School District in concert with the National City Police Department to provide a safe, secure, orderly teaching and learning environment for all students and staff within the National School District and the City of National City by protecting life and property.

Ensuring the safety of students and staff on school campuses and deterring gangs, drug abuse, criminal acts and traffic violations in National City are priorities to both the National School District and the National City Police Department.

Both the National School District and the National City Police Department believe that campus security is enhanced by the presence of police officers and that police officers on campus also help improve relations between the Police Department and youth in our community.

The National School District and the National City Police Department agree to work together to provide the presence of a police officer, based on availability as determined by the CITY, on campus to help maintain a secure environment in and around our schools.

To this end and following are specific agreements between the National School District and the City of National City:

**ROLL OF THE NATIONAL SCHOOL DISTRICT:** The National School District agrees to:

1. Coordinate scheduling with the School Resource Officer and the assigned police department supervisor.
2. Schedule orientation time for classroom teachers.
3. Schedule parent meetings as needed.
4. Provide adequate space for the School Resource Officers to carry out non-classroom duties.
5. Provide regular feedback to the law enforcement agency concerning the performance of the School Resource Officer.
6. Permit the School Resource Officer access to the playground and cafeteria to allow for informal interaction with the students.
7. Provide audiovisual equipment for social skills/conflict resolution instruction, drug education and other law enforcement related educational presentations.

8. Report all criminal activity occurring on or about school campuses and all criminal activity involving students to the National City Police Department.
9. Develop procedures to handle campus safety issues.
10. To establish and follow procedures for referring police involvement.
11. Abstain from calling upon the School Resource Officer for enforcement duties while they are involved in classroom presentations except in emergencies.
12. The National School District will remit \$61,917, for the period of July 1, 2013 through June 30, 2014, payable to the National City Police Department, to offset costs of the School Resource Officer. This money is equal to 50% of the salary and benefits for one National City Police Officer at E-Step for one year. The total amount will be paid by June 13, 2014.

The National School District will remit \$61,917, for the period of July 1, 2014 through June 30, 2015, payable to the National City Police Department, to offset costs of the School Resource Officer. This money is equal to 50% of the salary and benefits for one (1) National City Police Officer at E-Step for one (1) year. The total amount will be paid by January 30, 2015.

13. Coordinate with the Police Department, other public and private agencies, community and civic groups to develop a community partnership in support of crime reduction, traffic safety and other police programs.

**ROLE OF THE NATIONAL CITY POLICE DEPARTMENT:** To the extent that staffing is available, at the sole discretion of the Chief of Police, The National City Police Department will provide the following services:

1. Assign a uniformed police officer as the School Resource Officer (“SRO”).
2. Assign the School Resource Officer to liaison with the school campuses of the National School District with the purpose of being engaged in the following duties:
  - Training for teachers and other school staff on law enforcement and campus security issues as requested.
  - Serving as a member of the National School District Student Attendance Review Board (S.A.R.B.).
  - General law enforcement duties focusing on:
    - Safety of students and staff on campus
    - Gang related violence and crime
    - Campus intrusion

**Loss and/or damage to property**

**Weapons on campus**

**Alcohol and drugs on campus**

**Truancy**

**Traffic Safety**

3. **Ensure that the officer assigned as the School Resource Officer receive all required training and any additional training deemed beneficial to their tasks.**
4. **Designate a member of the police staff to regularly meet with the school district staff to evaluate program needs as requested.**
5. **The School Resource Officer will be afforded ample time to engage in informal interaction with the students.**
6. **Abstain from having the School Resource Officer perform enforcement duties during time scheduled for classroom presentations, except in cases of urgency determined by the Chief of Police or his designee.**
7. **Pay salary and benefits for the police officer assigned as the School Resource Officer as agreed upon.**

**Although the SRO has a campus-based philosophy, the SRO is still required to respond to other schools when dispatched, in addition to investigating school related crime and incidents. To the extent that staffing is available as determined by the Chief of Police, the SRO shall do the following:**

- **Attend the National School District SARB Hearings at NCPD**
- **Conduct home visits with administrators or the NSD Truancy Officer.**
- **Issue citations to parents for violation of the SARB contract.**
- **Coordinate, train and inspect individual Student Safety Patrols as requested.**
- **Provide parent education/presentations to parent groups as requested.**
- **Attend meetings and facilitate participation for the Teddy Bear Drive.**
- **As available, provide education as it relates to criminal law, and Drug Awareness to middle and high school students as requested.**
- **Teach narcotics awareness at PTA's and students as requested.**
- **Facilitate NCPD participation and pin sales for Shop with a Cop event.**
- **Facilitate the Padre Law Enforcement Day Program for NCPD, City employees.**

- **Inspect and approve individual school safety plans for elementary and secondary schools.**
- **Attend site-based SARB meetings as requested.**
- **Participate in the NCPD 290 (Sex Crime Registrant) Compliance Inspections.**
- **Conduct juvenile warrant sweeps.**
- **Assist SD County Probation Officers with compliance checks and home visits generally within the boundaries of the City of National City of National City.**
- **Attend various school events and fairs as requested, with any overtime needed to be paid for by the District.**
- **Enforce SD County Daytime Loitering within City limits.**
- **Attend school based disciplinary hearings and intervention programs.**
- **Participate in multi-agency Truancy/Daytime Loitering Sweeps within City limits.**

RESOLUTION NO. 2014 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
THE NATIONAL SCHOOL DISTRICT FOR PARTIAL FUNDING OF  
THE SCHOOL RESOURCE OFFICER PROGRAM, WITH A TOTAL  
REIMBURSEMENT TO THE CITY OF \$61,917 FOR FISCAL YEAR 2014, AND  
\$61,917 FOR FISCAL YEAR 2015, FOR A TWO-YEAR TOTAL OF \$123,834

WHEREAS, the City of National City recognizes that ensuring the safety of students and staff on school campuses in National City is a priority; and

WHEREAS, the City believes that school campus security is enhanced by the presence of police officers, and that police officers on campus improve relations between the police and youth in the community; and

WHEREAS, the City Council, through the National City Police Department, wishes to work together with the National School District to maintain police on campuses with the School Resource Officers Program to provide specialized campus security and general law enforcement services to the public schools located in National City; and

WHEREAS, a joint funding agreement between the National School District and the City of National City will fund the salaries and benefits for the police officers; and

WHEREAS, the National School District will reimburse the City of National City \$61,917 for Police School Resource Officer Services for fiscal year 2014, and \$61,917 for fiscal year 2015, for a two-year total of \$123,834.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute an Agreement between the City of National City and the National School District for the School Resource Officers Program for fiscal years 2014 and 2015. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 16th day of September, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** September 16, 2014

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Resolution of the City Council of the City of National City accepting the written statement that no further changes are needed at this time to the Conflict of Interest Code which Incorporates by reference the Fair Political Practices Commission's Standard Model Conflict of Interest Code, currently in effect through Resolution No. 2012-192. (City Attorney)

**PREPARED BY:** Claudia Gacitua Silva

**DEPARTMENT:** City Attorney

**PHONE:** Ext. 4222

**APPROVED BY:** 

**EXPLANATION:**

Please see attached memorandum.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the attached resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Memorandum  
Proposed resolution.



Mayor  
Ron Morrison

Council Members  
Louis Natividad  
Alejandra Sotelo-Solis  
Mona Rios  
Jerry Cano



City Attorney  
Claudia Gacitua Silva

Senior Assistant City Attorney  
Elisa Cusato

Deputy City Attorney  
Jennifer Knight

TO: Mayor and City Council

DATE: September 16, 2014

FROM: City Attorney

SUBJECT: Written Statement that No Further Amendment is Needed to the Current Conflict of Interest Code

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### The Basic Conflict of Interest Rule

The basic rule for conflicts of interest is set forth in Section 87100 of the Political Reform Act, California Government Code Section 87100, et seq. (the "Act"), as follows:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

In this context, "public official" means every member, officer, employee, or consultant of a state or local government agency (Section 82048).

### The City's Conflict of Interest Code

The Political Reform Act requires various city officials to file an annual Statement of Economic Interests ("SEI"). Those required to file statements are divided into two groups – those required to file under Government Code Section 87200 (mayors, council members, planning commissioners, city managers, city attorneys, and those who manage public investments), and those required to file under Government Code Section 87300. The reporting requirements of the Section 87200 filers are established by state law. The reporting requirements of the Section 87300 filers are established by conflict of interest codes adopted by each city. The conflict of interest code contains a list of "designated positions" which are subject to the code. The individuals who occupy those positions are required to file a SEI. What information those individuals must report on their SEI is also identified in the code under "disclosure categories." The categories of financial interests that must potentially be disclosed are: investments, interests in real property (except a personal residence), sources of income including gifts, and business positions. Whether all or only some of these interests must be reported, and to what extent they must be reported, is determined on a case-by-case basis.

The criteria for determining whether an officer, employee, board member, or consultant should file a statement of economic interests under a conflict of interest code are set forth in Sections 18700, and 18702 through 18702.4 of Title 2 of the California Code of Regulations. (Title 2 of the California Code of Regulations [“CCR”] are the administrative regulations adopted by the FPPC to implement the Political Reform Act). Essentially, if in carrying out the duties of their position, the individual is involved in making, participating in the making, or using or attempting to use his/her official position to influence a governmental decision that he/she knows or has reason to know he/she has a disqualifying conflict of interest, then the individual is subject to the reporting requirement. In adopting a conflict of interest code, the City Council makes the factual determination as to whether these criteria are present, thus requiring inclusion of a classification in the code.

The CCR contains certain sections which provide some guidance to the City Council in making this determination.

Section 18702.1 provides that a public official “makes a governmental decision” when the official, acting within the authority of his or her office, votes on a matter, appoints a person, obligates his or her agency to any course of action, enters into any contract on behalf of the agency, or determines not to act on any of the above, unless such determination not to act is made because of his or her financial interest.

Section 18702.2 states that a public official “participates in making a governmental decision” when, acting within the authority of his or her position, he or she negotiates, without significant substantive review, with a governmental entity or private person regarding a governmental decision. A public official also participates in making a governmental decision when he or she advises or makes recommendations to the decision-maker either directly or without significant intervening substantive review, by conducting research or making any investigation that requires the exercise of judgment on the part of the official in order to influence a governmental decision; or prepares or presents any report, analysis, or opinion, orally or in writing, which requires the exercise of judgment in order to influence a governmental decision.

Section 18702.3 sets forth the factors to consider in determining when a public official is “using or attempting to use his/her official position to influence a governmental decision”. With regard to a governmental decision which is within or before an official’s agency or an agency appointed by or subject to the budgetary control of his or her agency, the official is attempting to use his or her official position to influence the decision if, for the purpose of influencing the decision, the official contacts or appears before or otherwise attempts to influence any member, officer, or employee or consultant of the agency; or if, for the purpose of influencing the decision, the official acts or purports to act on behalf of, or as the representative of, his or her agency to any member, officer, employee, or consultant of an agency. Such actions include, but are not limited to, the use of official stationery.

Section 18702.4 enumerates the actions which are not considered “making or participating in making a governmental decision,” as follows:

- (1) Actions of public officials which are solely ministerial, secretarial, manual, or clerical.

- (2) Appearances by a public official as a member of the general public before an agency in the course of its prescribed governmental function to represent himself or herself on matters related solely to the official's personal interests.
- (3) Actions by public officials relating to their compensation or the terms or conditions of their employment or contract.

Section 18702.4 also provides that an official is not attempting to “use his or her official position to influence a governmental decision” when engaged in the following activities:

- (1) Appearing in the same manner as any other member of the general public before an agency in the course of its prescribed governmental function solely to represent himself or herself on a matter which is related to his or her personal interests.
- (2) Communicating with the general public or the press.
- (3) Negotiating his or her compensation or the terms and conditions of his or her employment or contract.
- (4) Preparing drawings or submissions of an architectural, engineering or similar nature to be used by a client in connection with a proceeding before any agency.
- (5) Appearing before a design or architectural review committee or similar body of which he or she is a member to present drawings or submissions of an architectural, engineering or similar nature which the official has prepared for a client.

#### Disclosure Categories Under the Conflict of Interest Code

The types of financial interests which must be reported under the Conflict of Interest Code are known as “Disclosure Categories”. The following are seven potential Disclosure Categories:

- CATEGORY 1: Investments and sources of income.
- CATEGORY 2: Interests in real property.
- CATEGORY 3: Investments, interests in real property, and sources of income subject to the regulatory, permit, or licensing authority of the department.
- CATEGORY 4: Investments in business entities and sources of income that engage in land development, construction, or the acquisition or sale of real property.
- CATEGORY 5: Investments in business entities and sources of income of the type which, within the past 12 months or calendar year, whichever is applicable, have contracted with the City of National City or the Community Development Commission of the City of National City to provide services, supplies, materials, machinery, or equipment.

CATEGORY 6: Investments in business entities and sources of income of the type which, within the past 12 months or calendar year, whichever is applicable, have contracted with the person's department to provide services, supplies, materials, machinery, or equipment.

CATEGORY 7: Business positions.

Section 18730 of the CCR, which is incorporated in the City's Conflict of Interest Code, describes the information that is required to be reported on the SEI under the Disclosure Categories as follows:

1. Investment and Real Property Disclosure.

When an investment or an interest in real property is required to be reported, the statement shall contain the following:

- a) A statement of the nature of the investment or interest.
- b) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged.
- c) The address or other precise location of the property.
- d) A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

2. Personal Income Disclosure.

When personal income is required to be reported, the statement shall contain:

- a) The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
- b) A statement of whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000).
- c) A description of the consideration, if any, for which the income was received.
- d) In the case of a gift, the name, address, and business activity of the donor and any intermediary through which the gift was made, a description of

the gift, the amount or value of the gift, and the date on which the gift was receive.

- e) In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

3. Business Entity Income Disclosure.

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

- a) The name, address, and a general description of the business activity of the business entity.
- b) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

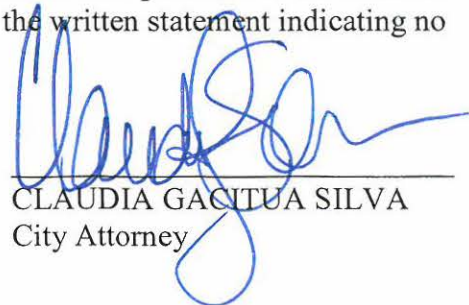
4. Business Position Disclosure.

When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the entity.

Requirement to Review/Amend Conflict of Interest Code

Section 87306.5 of the Act requires that no later than October 1 of each even-numbered year, the code reviewing body (the City Council is the "code reviewing body" for all agencies in the City, including the CDC) shall cause a review of its conflict of interest code to occur, and for the code to be amended if necessitated by changed circumstances. Upon review of the code, if no change is required, a written statement to that effect shall be submitted to the City Council no later than October 1 of that same year.

The City Council last amended the City's Conflict of Interest Code on September 18, 2012, pursuant to Resolution No. 2012-192. Upon review of the code, no further changes are required or recommended. At the present time, it is my recommendation that the Code designating positions remain as previously adopted. There are no new positions to be added at this time. Accordingly, the resolution for approval accepts the written statement indicating no change is required.



CLAUDIA GACITUA SILVA  
City Attorney

RESOLUTION NO. 2014 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ACCEPTING THE WRITTEN STATEMENT THAT NO FURTHER CHANGES  
ARE NEEDED AT THIS TIME TO THE CONFLICT OF INTEREST CODE  
WHICH INCORPORATES BY REFERENCE THE FAIR POLITICAL PRACTICES  
COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE,  
CURRENTLY IN EFFECT THROUGH RESOLUTION NO. 2012-192

WHEREAS, the Political Reform Act, Government Code Sections 81000, et seq., requires every state or local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act of 1974 after public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, Government Code Sections 11370, et seq.; and

WHEREAS, the City of National City has adopted the standard model and amended its Conflict of Interest Code in 2012 by Resolution Number 2012-192; and

WHEREAS, the City has reviewed the current Conflict of Interest Code to determine whether any changes are necessitated by current circumstances; and

WHEREAS, upon review of the current Conflict of Interest Code, the City has determined that no further changes are needed at this time.

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the written statement that no further change is needed to the current Conflict of Interest Code adopted by Resolution Number 2012-192.

PASSED and ADOPTED this 16th day of September, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** September 16, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit –Sweetwater High School’s Homecoming on October 17, 2014 from 5:00 p.m. to 10:00 p.m. at 2900 Highland Avenue. This is a City co-sponsored event per Council Policy No. 804.

**PREPARED BY:** Vianey Rolon |

**DEPARTMENT:** Neighborhood Services Division

**PHONE:** (619) 336-4364 |

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

This is a request from Sweetwater High School to conduct their yearly Homecoming Football Game Halftime Show on October 17, 2014. During halftime, the Homecoming Court will be announced and pyrotechnics will be set off in the lower field. There will also be a pre-game walking parade on the track field from 5pm to 6pm.

This event is a National City Co-Sponsored event (Council Policy #804) and is eligible for a maximum fee reduction of \$1,000.00. This is a recurring annual event. |

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

The City has incurred \$237.00 for processing the TUP through various City departments, \$1,104.00 for Fire and \$ 2,220.72 for Police.

Total fees are \$3,561.72 |

**ENVIRONMENTAL REVIEW:**

N/A |

**ORDINANCE:** INTRODUCTION:

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

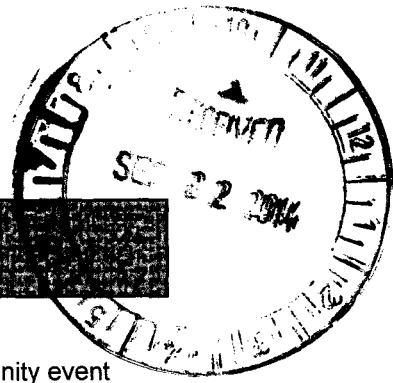
Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with a fee credit in the amount of \$1,000.00. |

**BOARD / COMMISSION RECOMMENDATION:**

N/A |

**ATTACHMENTS:**

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



# EVENT INFORMATION

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

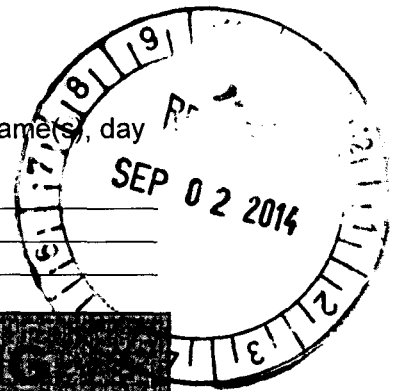
Event Title: SWEETWATER HIGH SCHOOL HOMECOMING 2014  
 Event Location: 2900 HIGHLAND AVE. NC. CA 91950 (game-upper field)  
 Event Date(s): From Oct 17, 14 to Oct 17, 14 (FW-lower field)  
 Actual Event Hours: 5 PM am/pm to 10 pm am/pm  
 Total Anticipated Attendance: 1000 (300 Participants 700 Spectators)  
 Setup/assembly/construction Date: Oct 17, 14 Start time: 2 pm

Please describe the scope of your setup/assembly work (specific details):  
ASB + CUSTODIAL CREW SET UP FIELD. PYRO WILL SET UP FIREWORKS ON LOWER FIELD PRIOR TO START OF GAME

Dismantle Date: Oct 17, 14 Completion Time: 10 pm am/pm

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

N/A

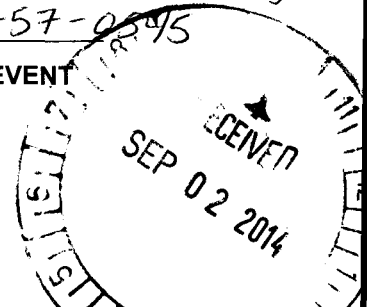


# APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: SWEETWATER HIGH SCHOOL  
 Chief Officer of Organization (Name) Mrs. MARIBEL GAVIN  
 Applicant (Name): SWEETWATER HIGH SCHOOL (ASB)  
 Address: 2900 HIGHLAND AVE, NATIONAL CITY, CA 91950  
 Daytime Phone: (619) 474-9710 Evening Phone: (619) 757-0545  
 Fax: (619) 474-9755 Mail: patricia.perez@sweetwaterschools.org  
 Contact Person "on site" day of the event: Ms. PEREZ Cellular: (619) 757-0545

**NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS**

ASB { ASB OFFICE (619) 474-9750  
 MS. PEREZ (619) 474-9751  
 MRS. Gonzalez (619) 474-9752





## FEES/PROCEEDS REPORTING

Is your organization a "Tax Exempt, nonprofit" organization?  YES  NO

Are admission, entry, vendor or participant fees required?  YES  NO

If YES, please explain the purpose and provide amount(s):

ALL \$ GOES DIRECTLY INTO SCHOOL ATHLETIC PROGRAMS. \$6 adults  
\$4 students  
+ seniors.

\$ 5,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 3,500 Estimated Expenses for this event.

\$ 1,500 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

## OVERALL EVENT DESCRIPTION ROUTE MAPS/DIAGRAM/SANITATION

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

FOOTBALL GAME W/ HALFTIME FIREWORKS  
DISPLAY FOR HOMECOMING QUEEN ANNOUNCEMENT/  
CROWNING.

YES  NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale:

none

# OVERALL EVENT DESCRIPTION

YES  NO Does the event involve the sale or use of alcoholic beverages?

YES  NO Will items or services be sold at the event? If yes, please describe:

SPIRIT ITEMS + CONCESSIONS

YES  NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

YES  NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

YES  NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 2 Sizes 10 X 10 NOTE: A separate Fire Department permit is required for tents or canopies.

*ASB canopies to shade kids working no open flames.*

YES  NO Will the event involve the use of the City or your stage or PA system? SPECIFY: OUR PA SYSTEM FROM THE PRESS BOX

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

- Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
- Food Concession and/or Food Preparation areas Please describe how food will be served at the event: Food tables/booths  
If you intend to cook food in the event area please specify the method:  
 GAS  ELECTRIC  CHARCOAL  OTHER (Specify): CROCK POTS
- Portable and/or Permanent Toilet Facilities  
Number of portable toilets: N/A (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
- Tables # 20 and Chairs # 20
- Fencing, barriers and/or barricades (existing fencing + gates)
- Generator locations and/or source of electricity
- Canopies or tent locations (include tent/canopy dimensions)
- Booths, exhibits, displays or enclosures (alumni)
- Scaffolding, bleachers, platforms, stages, grandstands or related structures
- Vehicles and/or trailers golf carts for candidates
- Other related event components not covered above
- Trash containers and dumpsters (all over)

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 50 Trash containers with lids: 8 BINS

Describe your plan for clean-up and removal of waste and garbage during and after the event:  
CUSTODIAL STAFF WILL CLEAN UP AFTER EVENT.

# SAFETY/SECURITY/ACCESSIBILITY

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

JDS SECURITY  
ADMIN FROM HOME + VISITOR SIDE  
STAFF SUPERVISION

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

Security Organization: JDS Security  
Security Organization Address: 1075 Bay Blvd C.V. 91911  
Security Director (Name): Scott Staples Phone: 381-5303

YES  NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

FIELD LIGHTS, CAMPUS LIGHTS

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

CPR CERTIFIED STAFF, FIRST AID CERTIFIED STAFF, FIRST AID KITS, ATHLETIC TRAINER

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

ALL STANDS / ARE ADA COMPLIANT AND HANDICAP PARKING + ACCESS.  
↳ BLEACHERS

# PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

ON-SITE PARKING AVAILABLE ON FIRST COME, FIRST SERVE BASIS. OFF-SITE, OFF STREET PARKING AT OWN RISK.

Please describe your plan for DISABLED PARKING:

PROPERLY LABELED HANDICAP PARKING RESERVED

Please describe your plans to notify all residents, businesses and churches impacted by the event: MARGUERITE, WEBSITE, CITY PERMIT SUBMITTED

**NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.**

# ENTERTAINMENT ATTRACTIONS AND RELATED EVENT ACTIVITIES

YES  NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: 0 Number of Bands: 1

Type of Music: SUHI MARCHING BAND

YES  NO Will sound amplification be used? If YES, please indicate: Start time: 7 am/pm 10 am/pm

YES  NO Will sound checks be conducted prior to the event? If YES, please indicate: Start time: 5 am/pm 7 am/pm

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

SCHOOL GENERAL PA SYSTEM - PRESS BOX ANNOUNCING

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

YES  NO Any signs, banners, decorations, special lighting? If YES, please describe: POSTERS, DJ LIGHTING ON FIELD

# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization SWEETWATER HIGH SCHOOL  
Person in Charge of Activity PATRICIA PEREZ / MARIBEL GAVIN  
Address 2400 HIGHLAND AVE, NC CA 91950  
Telephone (619) 474-9710 Date(s) of Use OCT 17, 2014

### HOLD HARMLESS AGREEMENT

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

Signature of Applicant Official Title Date

\*



ASSISTANT PRINCIPAL OF  
STUDENT ACTIVITIES 8/20/14

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_



Sweetwater High School (619) 474-9700  
 4.1 10 reviews

restrooms  
 perimeter  
 & fencing

Sweetwater High School

2 canopies  
over concessions

generator

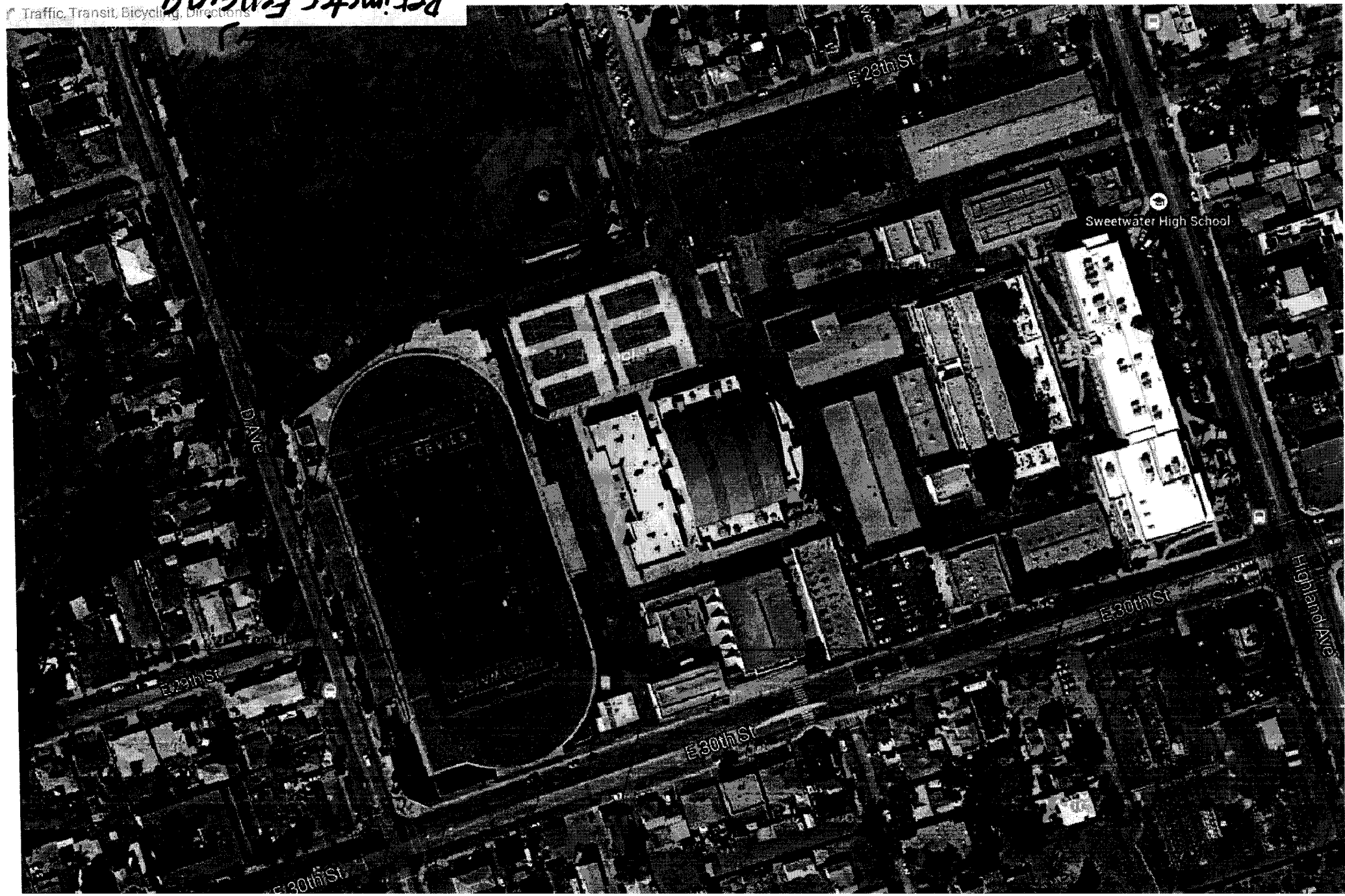


alumni booth

electricity

golf carts to transport  
Homecoming  
Queen  
candidates

generator





**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DIVISION  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Sweetwater High School  
EVENT: Homecoming 2014  
DATE OF EVENT: October 17, 2014  
TIME OF EVENT: 5:00pm to 10:00pm

**APPROVALS:**

DEVELOPMENT SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
RISK MANAGER	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
PUBLIC WORKS	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
FINANCE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
FIRE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
POLICE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
CITY ATTORNEY	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]

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**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES (619) 336-4318**

No comments.

**PUBLIC WORKS (619)366-4580**

Public Works has no involvement in this event.

**POLICE**

Per the Administration at the PD, we require that Sweetwater has (4) four police officers on duty for the event. We will try and help out by supplementing (2) reserve police officer to bring the cost down. However, the reserves are volunteer personnel and there is no guarantee that reserves are available the night of the event.

Therefore, the cost for (4) officers are as follows:

4:30 pm to 10:30 pm = 6 hours overtime (includes donning and doffing)

6 hours X \$72.26 (overtime rate per officer / benefits) X 4 (officers required) =  
\$1,734.24 (if we cannot get two reserve officers)

6 hours X \$72.26 (overtime rate per officer / benefits) X 2 (officers required) = \$867.12 (if we can get two reserve officers)

I would also recommend that there also be a Police Supervisor assigned to this event (Sergeant).

(1) Sergeant – 6 hours x \$81.08 (overtime rate / benefits) = \$486.48

**Total amount for (4) four Police Services & (1) one Sergeant - \$1,734.24 + \$486.48 = \$2,220.72**

### **FINANCE**

Finance has no involvement.

### **CITY ATTORNEY**

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

### **FIRE**

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

**FEE \$1,104.00**

### **MEETING REQUEST WITH ORGANIZERS**

---

- 1) Access to the street to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc
- 2) Fire Department access into and through the school areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)

- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) Fire Department Permit is required for the fireworks display. Permit to be requested and all necessary information provided to the Fire Department a minimum of 14 days prior to the event. Total permit fee for this event is (\$1,104.00) one thousand one hundred and four dollars. Fees can only be waived by the City Council.
- 7) Fireworks display operations shall be under the direct supervision of a pyrotechnic operator. Pyrotechnic operator shall possess a valid pyrotechnic operator license.
- 8) Fire safety inspection is to be conducted by the Fire Department of the designated fireworks display area prior to display being conducted.
- 9) **Occupancy load to be maintained at all times in all grandstand and bleacher seating areas etc. Means of egress such as isle ways and stairs shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the means of egress hazardous. OCCUPANCY LOAD SHALL MEET DIVISION OF THE STATE ARCHITECT STRICT GUIDLINES**
- 10) Aisles located within an accessible route of travel shall also comply with the Building Code requirements for accessibility.
- 11) Fire Department access into and through football field and surrounding areas are to be maintained at all times.
- 12) Access to Sweetwater High School to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 13) Fire Department Permit is required for the fireworks display. Permit to be requested and all necessary information provided to the Fire Department a minimum of 14 days prior to the event. Permit fee is five hundred two (\$502.00) dollars. Fees can only be waived by the City Council.
- 14) Fireworks display operations shall be under the direct supervision of a pyrotechnic operator. Pyrotechnic operator shall possess a valid pyrotechnic operator license.
- 15) Minimum six hundred (\$602.00) dollar after hour inspection fee is required for all Fire Safety Inspections taking place after hours, weekends and

holidays. Additional hours after the first two hours shall be billed at \$301.00 per hour

- 16) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.**

Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

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

Tents:

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

- 17) All cooking booths to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 18) Provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 19) Internal combustion power sources (generator) that may be used, shall be of adequate capacity to permit uninterrupted operation during normal operating hours
- 20) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 21) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. **To be**
- 22) **Site map indicating access points, booth layout, fireworks display area and fireworks fallout area is required. NO MAP SHOWING SITE**

- 23) Guest and participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s). Vehicles on and around the field are to pull immediately to the right upon approach of emergency vehicle(s).
- 24) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event. Inspection to include fireworks area, cooking area, grandstands, etc.
- 25) Minimum \$602.00 after hour inspection fee is required for all Fire Safety Inspections taking place after hours, weekends and holidays.
- 26) **Total for event shall be \$1,104.00**

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

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

**MEETING DATE:** September 16, 2014

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Warrant Register #7 for the period of 8/06/14 through 8/12/14 in the amount of \$2,506,731.15  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**APPROVED BY:** 

**PHONE:** 619-336-4572

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 8/06/14 through 8/12/14.

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

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Project Professionals Corp	313693	156,177.22	8 <sup>th</sup> Street Smart Growth
San Diego Habitat for Humanity	313703	72,906.56	Acquisition Rehab Program
Related California	604648	2,032,708.88	Pre-Develop Draw Req # 12

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Reimbursement total \$2,506,731.15

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Ratification of warrants in the amount of \$2,506,731.15

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #7



**WARRANT REGISTER # 7  
8/12/2014**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PUENTES, G	2014 STATE OF THE CITY ADDRESS FILMING	313631	8/7/14	394.20
ACE UNIFORMS & ACCESSORIES INC	INV 199020 / 196763 SUPPLIES FOR FIRE	313632	8/12/14	2,638.36
ALDEMCO	FOOD / NUTRITION CENTER	313633	8/12/14	1,449.05
AQCS ENVIRONMENTAL	CONSULTING SERVICES, HAZARDOUS MATERIAL	313634	8/12/14	3,557.45
ARCO GASPRO PLUS	FUEL FOR CITY FLEET	313635	8/12/14	37,602.30
AUSTIN DOORS	SERVICE THE REAR EXIT ROLL UP DOOR	313636	8/12/14	220.00
AZTEC APPLIANCE	CITY-WIDE APPLIANCE PURCHASES	313637	8/12/14	665.00
BEST BEST & KRIEGER ATTN Y LAW	PROFESSIONAL SERVICES	313638	8/12/14	1,901.94
BOOT WORLD	MOP#64096 WEARING APPAREL	313639	8/12/14	241.62
BPI PLUMBING	WORK PERFORMED & INSPECTION	313640	8/12/14	152.42
BROADWAY AUTO ELECTRIC	ELECTRICAL PARTS FOR CITY VEHICLES	313641	8/12/14	348.01
CA ASSOCIATION OF CODE ENFORCEMENT	REGISTRATION - HEALTH & SAFETY CODE	313642	8/12/14	50.00
CA ASSOCIATION OF CODE ENFORCEMENT	REGISTRATION - HEALTH & SAFETY CODE	313643	8/12/14	50.00
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 BUILDINGS AND STRUCTURES	313644	8/12/14	798.22
CALIFORNIA ELECTRIC SUPPLY	MOP# 45698 PLUMBING MATERIALS	313645	8/12/14	533.35
CO OF SAN DIEGO	CERTIFICATE RENEWAL	313646	8/12/14	180.00
CHICAGO TITLE COMPANY	73714007885-1/73714007886-1/73714007883	313647	8/12/14	2,000.00
CHRISTENSEN & SPATH LLP	LEGAL SERVICES RENDERED TO S8	313648	8/12/14	3,288.93
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT - JUNE 2014	313649	8/12/14	87.21
COOPER'S PLUMBING & HEATING	PLUMBING AND HEATING JOBS	313650	8/12/14	125.00
CORDERO, E	SUBSISTENCE - ROT/PERISHABLE SKILLS	313651	8/12/14	384.00
COUNTY OF SAN DIEGO	RCS SYSTEM MAINTENANCE FY14	313652	8/12/14	7,526.00
DANIELS TIRE SERVICE	MOP#76986 AUTOMOTIVE PARTS	313653	8/12/14	780.66
DIZINNO, T	SUBSISTENCE: ROT/PERISHABLE SKILLS	313654	8/12/14	384.00
DREW FORD HYUNDAI	MOP# 49078 AUTOMOTIVE PARTS	313655	8/12/14	544.39
DTSC ACCOUNTING UNIT	NC PUBLIC WORKS YARD	313656	8/12/14	13,517.13
EMBASSY SUITES MONTEREY	CACEO - SEMINAR	313657	8/12/14	506.86
ESGIL CORPORATION	PLAN CHECK AND CONSULTANT SVCS	313658	8/12/14	29,267.15
ETZLER, J	SUBSISTENCE-ROT/PERISHABLE SKILLS	313659	8/12/14	384.00
GONZALES, G	SUBSISTENCE: SFST COURSE	313660	8/12/14	468.00
GRAINGER	MOP#65179 PLUMBING MATERIALS	313661	8/12/14	18.57
GREEN MECHANICAL CONTRACTORS	CITY-WIDE HVAC REPAIRS, REPLACEMENT	313662	8/12/14	665.00
HEALTH & HUMAN	EMPLOYEE ASST PROGRAM - AUG 2014	313663	8/12/14	741.06
HERNANDEZ, A	REIMBURSEMENT - HOW TO RECRUIT	313664	8/12/14	131.41
HOME DEPOT CREDIT SVCS	SUPPLIES FOR PARKS DEPT	313665	8/12/14	547.96
HUNTER'S NURSERY INC	MOP#45719 HORTICULTURAL ITEMS	313666	8/12/14	316.55
HYDRO SCAPE PRODUCTS INC	MOP#45720 WATER PIPE VALVES AND FITTINGS	313667	8/12/14	123.36
INFO LINE OF SAN DIEGO	CITIES CONTRIBUTIONS TO 211	313668	8/12/14	11,716.40
INNOVATIVE CONSTRUCTION	HUD/CDBG PROCEDURES	313669	8/12/14	2,236.00
JERAULDS CAR CARE CENTER	MOP # 72449 R&M AUTOMOTIVE EQUIPMENT	313670	8/12/14	746.77
JOHN S LYONS FOUNDATION	32ND ANNUAL MEMORIAL BANQUET	313671	8/12/14	150.00
KONICA MINOLTA	COPIER EQUIPMENT LEASE	313672	8/12/14	9,382.76
LADCO	LIABILITY CLAIM COSTS	313673	8/12/14	115.00
LEACH, D	SUBSISTENCE: ROT/PERISHABLE SKILLS	313674	8/12/14	384.00
LIEBERT CASSIDY WHITMORE	MEMBERSHIP & SUBSCRIPTIONS	313675	8/12/14	405.00
LIFE-ASSIST, INC.	LAERDAL MAINIKAN FACE SHIELDS FOR CPR	313676	8/12/14	270.43
LONG, D	SUBSISTENCE - ROT/PERISHABLE SKILLS	313677	8/12/14	384.00
LOVE, R	SUBSISTENCE - ADVANCED DISPATCHER UPDATE	313678	8/12/14	512.00
MABPA	MEMBERSHIP DUES	313679	8/12/14	250.00
MABPA	MEMBERSHIP DUES	313680	8/12/14	250.00
MAINTEX INC	JANITORIAL SUPPLIES / PW	313681	8/12/14	2,635.63
NAGLE, D	SUBSISTENCE: ROT/PERISHABLE SKILLS	313682	8/12/14	384.00



**WARRANT REGISTER # 7  
8/12/2014**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NAPA AUTO PARTS	MOP 45735 MISC SUPPLIES - FIRE	313683	8/12/14	31.40
NATIONAL CITY AUTO TRIM	MOP#72441 AUTOMOTIVE EQUIPMENT	313684	8/12/14	151.68
NEXTECH SYSTEMS, INC.	RED FLASHING BEACON	313685	8/12/14	4,828.00
NEXUS INTEGRATED SOLUTIONS	71230/72666/72671/72654 PHONE MOVES	313686	8/12/14	5,450.59
OFFICE SOLUTIONS BUSINESS	INV I-00622537 - I-00640712. CHAIRS / FINANCE	313687	8/12/14	939.65
PEDROZA, E	REFUND - JUMPER PERMIT	313688	8/12/14	25.00
PERRY FORD	R & M CITY VEHICLES AS NEEDED FOR FY	313689	8/12/14	4,671.20
PHILLIPS, W	SUBSISTENCE - ROT/PERISHABLE SKILLS	313690	8/12/14	384.00
PMW ASSOCIATES	TUITION: MEDIA RELATIONS FOR LAW ENFORCE	313691	8/12/14	420.00
PRO BUILD	MOP # 45707 PLUMBING MATERIALS	313692	8/12/14	388.17
PROJECT PROFESSIONALS CORP	8TH STREET SMART GROWTH	313693	8/12/14	156,177.22
PRUDENTIAL OVERALL SUPPLY	MOP # 45742 LAUNDRY & CLEANING SERVICES	313694	8/12/14	438.15
PUN & MCGEADY	AUDITING SERVICES / FINANCE	313695	8/12/14	20,000.00
RIVERSIDE SHERIFF'S DEPT	TUITION: ROT/PERISHABLE SKILLS	313696	8/12/14	320.00
RIVERSIDE SHERIFF'S DEPT	TUITION: ROT/PERISHABLE SKILLS	313697	8/12/14	320.00
RIVERSIDE SHERIFF'S DEPT	TUITION: ROT/PERISHABLE SKILLS	313698	8/12/14	320.00
RIVERSIDE SHERIFF'S DEPT	TUITION: ROT/PERISHABLE SKILLS	313699	8/12/14	160.00
RUSS' BEE REMOVAL	BEE HIVE REMOVAL IN PALM TREE	313700	8/12/14	475.00
SAN DIEGO GAS & ELECTRIC	8TH ST SMART GROWTH PROJECT	313701	8/12/14	880.00
SAN DIEGO GAS & ELECTRIC	8TH ST SMART GROWTH PROJECT	313702	8/12/14	880.00
SAN DIEGO HABITAT FOR HUMANITY	ACQUISITION REHABILITATION PROGRAM	313703	8/12/14	72,906.56
SANDPIPA	FIDELITY INSURANCE	313704	8/12/14	6,138.00
SDG&E	STREET DIVISION GAS & ELECTRIC CHARGES	313705	8/12/14	1,411.55
SOLARCITY CORP	REFUND - PERMIT/INSPECTION FEES	313706	8/12/14	250.62
STAPLES ADVANTAGE	MOP#45704 MATERIALS AND SUPPLIES	313707	8/12/14	1,833.71
STARTECH COMPUTERS	MOP 61744 LASER PRINTER - MIS	313708	8/12/14	315.86
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER FY 2014	313709	8/12/14	539.96
THE COUNSELING TEAM	TUITION: BASIC PEER SUPPORT	313710	8/12/14	299.00
THE HENLEY PARK HOTEL	2014 FINANCIAL MANAGEMENT SEMINAR	313711	8/12/14	832.95
THE STAR NEWS	SURPLUS PROPERTY AUCTION	313712	8/12/14	38.44
THOMSON REUTERS BARCLAYS	01900001. T 19 PUBLIC SAFETY US / FIRE	313713	8/12/14	290.00
TNG SECURITY INC	MOP # 45754 R&M BUILDINGS & STRUCTURES	313714	8/12/14	172.50
TORREY PINES BANK	ESTABLISHMENT OF RETENTION ESCROW	313715	8/12/14	9,759.79
TRANE U.S. INC.	CITY-WIDE HVAC SERVICE AND REPAIRS	313716	8/12/14	3,906.11
U S BANK	CREDIT CARD PAYMENT - HR	313717	8/12/14	495.00
U S HEALTHWORKS	MEDICAL SERVICES	313718	8/12/14	81.00
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING MATERIALS	313719	8/12/14	1,867.34
VISTA PAINT	MOP 68834. PAINT / NSD	313720	8/12/14	496.56
VISTA PAINT	MOP 68834 MISC SUPPLIES - FIRE	313721	8/12/14	79.79
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	313722	8/12/14	3,561.38
WILLY'S ELECTRONIC SUPPLY	MOP#45763 ELECTRICAL MATERIALS	313723	8/12/14	93.66
WOOD, L	LIABILITY CLAIM COSTS	313724	8/12/14	3,976.65
BEST BEST & KRIEGER ATTNY LAW	PROFESSIONAL SVCS	313725	8/12/14	10,297.20
CHRISTENSEN & SPATH LLP	LEGAL SERVICES	313726	8/12/14	951.25
KANE BALLMER & BERKMAN	LEGAL SERVICES	313727	8/12/14	90.00
SDG&E	GAS & ELECTRIC UTILITIES SERVICES	313728	8/12/14	192.54
SWEETWATER AUTHORITY	WATER UTILITIES	313729	8/12/14	874.48
			<b>A/P Total</b>	<b>461,423.11</b>
<b>WIRED PAYMENTS</b>				
THE BANK OF NEW YORK	1998 TAB ADMINISTRATION FEES	597121	8/7/14	1,590.00





**WARRANT REGISTER # 7**

**8/12/2014**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
RELATED CALIFORNIA	PRE-DEVELOP DRAW REQUEST #12	604648	8/12/14	2,032,708.88
	Start Date	End Date		
SECTION 8 HAPS PAYMENTS	8/6/2014	8/12/2014		11,009.16
	<b>GRAND TOTAL</b>			<b><u>\$ 2,506,731.15</u></b>

**Certification**

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

  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
LUIS NATIVIDAD, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16<sup>th</sup> OF SEPTEMBER, 2014.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

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

**MEETING DATE:** September 16, 2014

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Warrant Register #8 for the period of 8/13/14 through 8/19/14 in the amount of \$2,827,884.13  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 8/13/14 through 8/19/14.

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

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
ARJIS	313739	66,562.00	ARJIS, JPA Costs, Utilization
City of San Diego	313742	1,291,378.00	Transportation and Treatment Of Sewer
Public Emp Ret System	8192014	351,151.03	Service Period 7/22/14 – 8/04/14

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Reimbursement total \$2,827,884.13

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Ratification of warrants in the amount of \$2,827,884.13

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #8



## WARRANT REGISTER #8

8/19/2014

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SWEETWATER AUTHORITY	PERMIT FOR FIRE HYDRANT/WATER METER	313730	8/14/14	850.00
AMAZON	BOOKS - LIBRARY	313731	8/19/14	631.75
BAKER & TAYLOR	BOOKS - LIBRARY	313732	8/19/14	108.26
CALIFA GROUP	CALIFA MEMBERSHIP RENEWAL FOR FY 2015	313733	8/19/14	400.00
MIDWEST TAPE	DVD'S - LIBRARY	313734	8/19/14	112.25
STAPLES ADVANTAGE	MOP #45704 - SUPPLIES - LIBRARY	313735	8/19/14	64.35
A&B SAW & LAWNMOWER	STIHL CHAIN SAW PART / FIRE	313736	8/19/14	40.28
AFLAC	AFLAC ACCT BDM36 - AUG 2014	313737	8/19/14	725.16
ALDEMCO	CONSUMABLES / NUTRITION	313738	8/19/14	7,768.41
ARJIS	ARJIS, JPA COSTS, UTILIZATION	313739	8/19/14	66,562.00
CAPIO	MEMBERSHIP RENEWAL	313740	8/19/14	225.00
CAPTAIN B LTD PTNSHP	REFUND OF PLAN CHECK PERMIT #72189	313741	8/19/14	6,727.40
CITY OF SAN DIEGO	TRANSPORTATION AND TREATMENT OF SEWER	313742	8/19/14	1,291,387.00
COMMUNITY HOUSING WORKS	HOMEBUYER PROGRAM ANNUAL SVC	313743	8/19/14	11,000.00
COUNTY OF SAN DIEGO	LAFCO COST - PURSUANT TO GOV CODE	313744	8/19/14	18,768.00
COUNTY OF SAN DIEGO	RECORDER FEES	313745	8/19/14	501.00
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING / APRIL - JUNE 2014	313746	8/19/14	8,712.34
EMERGENCY EQPT ENGINEERING	NEW LEATHER GEAR FOR NEW POLICE	313747	8/19/14	118.57
EXPERIAN	CREDIT CHECKS FOR NEW POLICE DEPT	313748	8/19/14	27.48
HYDRO SCAPE PRODUCTS INC	MOP 45720. SUPPLIES FOR PARKS DEPT	313749	8/19/14	723.76
IEDA	ONLINE SALARY COMP AND BENEFIT SURVEY	313750	8/19/14	1,389.00
IRON MOUNTAIN	RECORDS MANAGEMENT & STORAGE	313751	8/19/14	153.92
KREPPS, B	EDUCATIONAL REIMBURSEMENT	313752	8/19/14	250.00
LANGUAGE LINE SERVICES	LANGUAGE LINE INTERPRETATION SERVICES	313753	8/19/14	33.33
LASER SAVER INC	MOP 45725 INK CARTRIDGE - HOUSING	313754	8/19/14	59.90
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	313755	8/19/14	6,687.27
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	313756	8/19/14	3,957.88
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	313757	8/19/14	1,674.06
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	313758	8/19/14	179.00
NATIONAL CITY CHAMBER OF	MARKETING DISTRICT FEE - JUNE 2014	313759	8/19/14	29,795.71
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC - PARKS	313760	8/19/14	259.35
REGIONAL TRAINING CENTER	SD CONSORTIUM TRAINING	313761	8/19/14	2,457.50
RODRIGUEZ, M	SUBS/ ACADEMY INSTRUCTOR CERT COURSE	313762	8/19/14	640.00
ROTH STAFFING COMPANIES L P	STAFFING SERVICES FOR APRIL / NSD	313763	8/19/14	1,219.16
S D COUNTY SHERIFF'S DEPT	SHERIFF'S RANGE	313764	8/19/14	200.00
SAN DIEGO & IMPERIAL COUNTIES	2014 SD LABOR COUNCIL DAY BREAKFAST	313765	8/19/14	100.00
SAN DIEGO & IMPERIAL COUNTIES	2014 SD LABOR COUNCIL DAY BREAKFAST	313766	8/19/14	50.00
SAN DIEGO MIRAMAR COLLEGE	CPR TUITION PAYMENT / POLICE	313767	8/19/14	69.00
SAN DIEGO PET & LAB SUPPLY	MOP 45753 K9 FOOD	313768	8/19/14	282.40
SAN DIEGO PR	LAYOUT/EDITING/DISTRIBUTION OF NC NEWS	313769	8/19/14	500.00
SHEPHARD, S	REIMB - TACTICAL LEADER COURSE	313770	8/19/14	116.48
SHERWIN WILLIAMS	AIRLESS SPRAYER- GMAX II 3900 STANDARD	313771	8/19/14	3,607.90
SMART & FINAL	MOP 45756 MISC SUPPLIES - CITY MGR	313772	8/19/14	595.71
SMART SOURCE OF CA LLC	MOP 63845 ORGANIZATIONAL CHART	313773	8/19/14	204.92
SMART SOURCE OF CA LLC	MOP 63845 LAMINATE POSTERS	313774	8/19/14	191.24
SORIANO, R	FLIGHT REIMB / CACEO CONFERENCE / NSD	313775	8/19/14	640.40
SPARKLETTS	WATER FOR MAYOR/COUNCIL FY15	313776	8/19/14	2.00
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - CITY CLERK	313777	8/19/14	392.71
SWEETWATER AUTHORITY	PARKS DIVISION WATER	313778	8/19/14	27.71
TELLEZ, J	SUBS/ COMMAND COLLEGE CLASS 57 / PD	313779	8/19/14	780.00



**WARRANT REGISTER #8  
8/19/2014**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
T-MAN TRAFFIC SUPPLY	TRAFFIC CONTROL SUPPLY	313780	8/19/14	1,324.30
TRAINING FOR SAFETY INC	TUITION: ADVANCED DISPATCHER UPDATE	313781	8/19/14	296.00
U S BANK	CREDIT CARD EXPENSES - CITY MANAGER	313782	8/19/14	1,251.71
U S BANK	CREDIT CARD EXP - PD	313783	8/19/14	123.81
UNION TRIBUNE PUB CO	LEGAL NOTICES ADVERTISING	313784	8/19/14	1,464.40
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE	313785	8/19/14	513.77
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE	313786	8/19/14	101.42
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES - PARKS	313787	8/19/14	124.30
			<b>A/P Total</b>	<b>1,477,169.27</b>
<b>WIRED PAYMENTS</b>				
TRISTAR RISK MANAGEMENT	PREFUND FOR JASEN MATLOCK	616226	8/19/14	21,572.48
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 07/22/14 - 08/04/14	8192014	8/19/14	351,151.03
<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
16	8/5/2014	8/18/2014	8/27/2014	<b>977,991.35</b>
		<b>GRAND TOTAL</b>		<b><u>\$ 2,827,884.13</u></b>

**Certification**

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

  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
LUIS NATIVIDAD, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16<sup>th</sup> OF SEPTEMBER, 2014.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

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

**MEETING DATE:** September 16, 2014

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving a Conditional Use Permit for a tobacco specialty shop located in South Bay Plaza at 1430 E. Plaza Blvd., suite E7B. (Applicant: Vapure USA, Inc. (Case File 2014-04 CUP)

**PREPARED BY:**  Martin Reeder, AICP

**DEPARTMENT:** Planning

**PHONE:** 336-4313

**APPROVED BY:** 

**EXPLANATION:**

Council reviewed the Notice of Decision of the Planning Commission's denial at their meeting of June 5, 2014 and set the item for hearing on August 5, 2014 in order to discuss the item. Public hearings were conducted on August 5 and September 2, 2014, after which the Council voted to approve the CUP for the sale of e-liquid only and to allow for a "waiting/seating" area. A Condition of Approval was also requested requiring for interior signage prohibiting the use of vapor products (e.g., testing, using, displaying, etc.). This condition is included in the attached resolution as number 12.

The attached resolution is needed to take action on the item.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

Not a project per CEQA

**ORDINANCE: INTRODUCTION:**

**FINAL ADOPTION:**

**STAFF RECOMMENDATION:**

Adopt the Resolution

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 2014 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A CONDITIONAL USE PERMIT FOR A TOBACCO SPECIALTY SHOP  
LOCATED IN SOUTH BAY PLAZA AT 1430 E. PLAZA BLVD., SUITE E7B  
(APPLICANT: VAPURE USA, INC.)

WHEREAS, the Planning Commission considered a Conditional Use Permit for a tobacco specialty shop located in South Bay Plaza at 1430 East Plaza Boulevard, Suite E7B, at duly advertised public hearings held on August 5, 2014 and September 2, 2014, at which time oral and documentary evidence was presented and the Planning Commission denied the permit; and

WHEREAS, the City Council reviewed the Notice of Decision of the Planning Commission's denial at their meeting of June 5, 2014 and set the matter for hearing; and

WHEREAS, a duly noticed public hearing was held on August 5, 2014 and was continued to September 2, 2014; and

WHEREAS, the City Council, at the public hearings, considered the staff report provided for Case File No. 2014-04 CUP, which is maintained by the City and incorporated herein by reference, along with all other evidence presented at said hearing; and

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

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the evidence presented to the City Council at the public hearings held on August 5, 2014 and September 2, 2014, support the following findings:

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, since the proposal involves a conditionally-permitted retail use on a commercial-zoned property which allows retail uses by right in the MXD-2 zone.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, since retail businesses are an identified use in the Major Mixed-Use land use designation, and since no Specific Plans exist in this area.
3. That the site for the proposed use is adequate in size and shape, since the proposed use is a retail use for which the property has been developed and has historically been used.
4. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since Plaza Boulevard is classified as an arterial street in the Circulation Element, and the use will be within an existing retail suite and thus is not expected to result in an appreciable increase in traffic.



5. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the proposed retail use is compatible with other nearby businesses; and since the proposed use will be subject to conditions that limit the sale and display of tobacco products and/or electronic cigarettes to minors.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, since staff has already determined that the proposed use is not subject to CEQA, as the proposal involves a retail use on a commercial-zoned property which allows retail uses by right. No physical or environmental impacts would occur as a result of approval of this application.

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

GENERAL

1. This Conditional Use Permit authorizes a tobacco specialty shop with a waiting area to be located at 1430 East Plaza Boulevard, Suite E7B. Items for sale related to electronic cigarettes (commonly referred to as e-cigarettes) shall be limited to nicotine and non-nicotine liquid related to electronic cigarettes (e-cigarettes, personal vaporizers, or other electronic nicotine delivery systems). Plans submitted for permits associated with this project shall conform to Exhibit "A", case file no. 2014-04 CUP, dated March 17, 2014 or as amended per Council direction. This CUP shall not limit the sales of traditional tobacco products except as otherwise stated by these Conditions of Approval.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this Resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This Conditional Use Permit may be revoked if the operator is found to be in violation of Conditions of Approval.
6. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary

recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

#### BUILDING/FIRE

7. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### PLANNING

8. Excepting business identification signage, exterior advertising and signs of all types, promoting or indicating the availability of electronic cigarettes (e-cigarettes), personal vaporizers (PV), or electronic nicotine delivery systems (ENDS), collectively known as electronic cigarettes, or tobacco products, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of electronic cigarettes and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
9. No products containing tetrahydrocannabinol (THC), or any other cannabinoid, may be sold on the premises.
10. No sales of tobacco products or nicotine-containing liquid are permitted to minors.
11. No hardware, including but not limited to electronic cigarettes (e-cigarettes), personal vaporizers (PV), or electronic nicotine delivery systems (ENDS) – collectively known as electronic cigarettes – or associated products (excepting vaporizing liquids) shall be permitted without modification of this Conditional Use Permit.
12. The business shall comply with all requirements of the U.S. Food and Drug Administration (FDA) related to electronic cigarettes (e-cigarettes), personal vaporizers (PV), electronic nicotine delivery systems (ENDS), or any tobacco products sold at the store.
13. Interior signage shall be provided stating that the use of electronic cigarettes is prohibited inside the store. Language and location shall be approved by the Planning Department. Signage shall be installed prior to operation of the business at this location.

#### POLICE

14. Permittee shall comply with any regulatory provisions of the Business and Professions Code that pertain to the sale, display, and marketing or merchandising of tobacco products.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

Resolution No. 2014 –  
Page Four  
September 16, 2014

PASSED and ADOPTED this 16th day of September, 2014.

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Ron Morrison, Mayor

ATTEST:

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Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

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Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** September 16, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Council subcommittee seeking input from City Council and Public on next steps in the development of an Ordinance prohibiting smoking in and around multi-unit residences and duplexes. (Fire)

**PREPARED BY:** Frank Parra

**DEPARTMENT:** Fire

**PHONE:** 619-336-4551

**APPROVED BY:** 

**EXPLANATION:**

The City of National City has been working for many years on the possible implementation of a No-Smoking Ordinance in multi-family units in National City. The Council subcommittee of Mayor Morrison and Vice Mayor Natividad, along with staff and advocates from tenants to property owner representatives, have gone back and forth many times on developing an Ordinance that addresses the concerns of the public while keeping the implementation challenges and enforcement at the forefront of all discussions. The DRAFT ordinance was also placed on the City's main page for public comment for a period of one month. We received emails back in support and we also received a comprehensive set of questions from the Pacific Southwest Association of Realtors that is also attached to this report.

What is before you today is a working DRAFT ordinance that is being presented for discussion and direction.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Seeking input from City Council and Public on next steps in the development of an Ordinance prohibiting smoking in and around multi-unit residences and duplexes.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. DRAFT Ordinance
2. Letter from Pacific Southwest Association of Realtors

ORDINANCE NO. 2014 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AMENDING TITLE 9 OF THE NATIONAL CITY MUNICIPAL CODE BY  
ADDING CHAPTER 9.55 PERTAINING TO PROHIBITING SMOKING  
IN AND AROUND MULTI-UNIT RESIDENCES AND DUPLEXES

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

SECTION I. FINDINGS. The City Council of the City of National City hereby finds and declares as follows:

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

- Tobacco-related illness is the leading cause of preventable death in the United States, accounting for about 443,000 deaths each year; and
- Scientific studies have concluded that tobacco use can cause chronic lung disease, coronary heart disease, and stroke, in addition to cancer of the lungs, larynx, esophagus, and mouth; and
- Some of the most common types of cancers, including stomach, liver, uterine cervix, and kidney cancers, are related to tobacco use; and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- The U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke; and
- The California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure; and
- The California Environmental Protection Agency included secondhand smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm; and

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Secondhand smoke is responsible for as many as 73,000 deaths among nonsmokers each year in the United States; and
- Exposure to secondhand smoke increases the risk of coronary heart disease by approximately thirty percent; and

- Secondhand smoke exposure causes lower respiratory tract infections, such as pneumonia and bronchitis in as many as 300,000 children in the United States under the age of 18 months each year; and exacerbates childhood asthma; and

WHEREAS, the U.S. Food and Drug Administration conducted laboratory analysis of electronic cigarette samples and found they contained carcinogens and toxic chemicals to which users and bystanders could potentially be exposed; and

WHEREAS, tobacco use and exposure to secondhand smoke impose great economic costs, as evidenced by the following:

- The total annual economic burden of smoking in the United States is \$193 billion; and
- From 2001-2004, the average annual health care expenditures attributable to smoking were approximately \$96 billion; and
- The medical and other costs to nonsmokers due to exposure to secondhand smoke were estimated at over \$10 billion per year in the United States in 2005; and
- The total annual cost of smoking in California was estimated at \$475 per resident or \$3,331 per smoker per year, for a total of nearly \$ 15.8 billion in smoking-related costs in 1999 alone; and
- California's Tobacco Control Program saved the state and its residents \$86 billion in health care expenditures from the year of its inception, 1989, and 2004, with savings growing yearly; and

WHEREAS, smoking is the primary cause of fire-related injuries and deaths in the home, as evidenced by the following:

- Cigarettes, cigars, pipes, and other smoking materials are the leading cause of fire deaths in the United States, causing an estimated 142,900 smoking-related fires, 780 deaths, 1,600 injuries, and \$606 million in direct property damage in 2006; and
- One in four fatalities from home fires caused by smoking is NOT the smoker whose cigarette started the fire, and 25% of those deaths were of neighbors or friends of the smoker: and
- Smoking in a residence where long-term oxygen therapy takes place is very dangerous as oxygen is a fire accelerant, and 27% of fatalities due to smoking during long-term oxygen therapy occurred in multifamily dwellings; and
- The United States Fire Administration recommends that people smoke outdoors; and

WHEREAS, nonsmokers who live in multi-unit dwellings can be exposed to neighbors' secondhand smoke, as evidenced by the following:

- Secondhand smoke can seep under doorways and through wall cracks:" and
- Persons living in apartments near smokers can be exposed to elevated pollution levels for 24 hours a day. and at times, the particulate matter exposure can exceed the U.S. Environmental Protection Agency's 24-Hour Health Based Standard: and
- The Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure;<sup>25</sup> and

WHEREAS, most Californians do not smoke and a majority favor limitations on smoking in multi-unit residences, as evidenced by the following:

- Nearly 87% of Californians and 91% of California women are nonsmokers; and
- 74% of Californians surveyed approve of apartment complexes requiring at least half of rental units be nonsmoking; and
- 69% of Californians surveyed favor limiting smoking in outdoor common areas of apartment buildings and 78% support laws that create nonsmoking units:" and
- 62% of California renters feel that there is a need for laws to limit smoking in apartments; and

WHEREAS, a local ordinance that authorizes residential rental agreements to include a prohibition on smoking of tobacco products within rental units is not prohibited by California law; and

WHEREAS, there is no Constitutional right to smoke; and

WHEREAS, California law prohibits smoking in virtually all indoor places of employment reflecting the state policy to protect against the dangers of exposure to secondhand smoke; and

WHEREAS, California law declares that anything which is injurious to health or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance; and

WHEREAS, local governments have broad latitude to declare nuisances and are not constrained by prior definitions of nuisance; and

NOW THEREFORE, it is the intent of the City Council in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around non-tobacco users; by protecting children from exposure to smoking where they live and play; and by protecting the public from nonconsensual exposure to secondhand smoke in and around their homes.

SECTION 2. Title 9 of the National City Municipal Code is hereby amended by adding Chapter 9.55 to read as follows:

Chapter 9.55

PROHIBITING SMOKING IN AND AROUND  
MULTI-UNIT RESIDENCES AND DUPLEXES

Sections:

- 9.55.010 Definitions.
- 9.55.020 No smoking permitted in common areas except in designated smoking areas.
- 9.55.030 No smoking permitted in exclusive use unenclosed areas.
- 9.55.040 Duplexes: Nonsmoking designations.
- 9.55.050 Common interest complex: Nonsmoking designations.
- 9.55.060 Rental complex: Nonsmoking designations.
- 9.55.070 Required and implied lease terms for all new and existing units in rental complexes.
- 9.55.080 Disclosure of smoking allowed units.
- 9.55.090 Smoking prohibited by law in certain areas.
- 9.55.100 Procedures and requirements for mandated submissions.
- 9.55.110 Smoking and smoke generally.
- 9.55.120 Penalties and enforcement.
- 9.55.130 Private enforcement.
- 9.55.140 Construction, severability.

Section 9.55.010 Definitions. For the purposes of this Chapter, the following definitions shall govern unless the context clearly requires otherwise:

A. "Common Area" means every enclosed area or unenclosed area of a multi-unit residence that residents of more than one unit of that multi-unit residence are entitled to enter or use, including, for example, halls and paths, lobbies and courtyards, elevators and stairs, community rooms and playgrounds, gym facilities and swimming pools, parking garages and parking lots, shared restrooms, shared laundry rooms, shared cooking areas, and shared eating areas.

B. "Common Interest Complex" means a multi-unit residence that is a condominium project a community apartment project, a stock cooperative, or a planned development as defined by California Civil Code section 1351.

C. "Duplex" means a building containing exactly two (2) units sharing a common wall, floor, or ceiling, and which is not part of a multi-building multi-unit residence. For purposes of this Section, a "Duplex" includes, but is not limited to, a two-story structure on a single lot comprised of one complete Unit on each floor, or a structure on a single lot comprised of two



complete side-by-side Units sharing a common wall.

D. "Enclosed Area" means an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has:

1. any type of overhead cover whether or not that cover includes vents or other openings and at least three (3) walls or other vertical boundaries of any height whether or not those boundaries include vents or other openings; or
2. four (4) walls or other vertical boundaries that exceed six (6) feet in height whether or not those boundaries include vents or other openings.

E. "Landlord" means any person who owns property let for residential use, any person who lets residential property, and any person who manages such property, except that "Landlord" does not include a master tenant who sublets a Unit as long as the master tenant sublets only a single unit of a multi-unit residence.

F. "Multi-Unit Residence" means property containing three (3) or more units, except the following specifically excluded types of housing:

1. a hotel or motel that meets the requirements set forth in California Civil Code section 1940(b)(2);
2. a mobile home park;
3. a campground;
4. a marina or port;
5. a single-family home;
6. a single-family home with a detached in-law or second unit when permitted pursuant to California Government Code sections 65852, 65852.150, 65852.2, or an ordinance of the City of National City adopted pursuant to those sections; and
7. a duplex.

G. "New Unit" means a unit that is issued a certificate of occupancy more than 180 days after the effective date of this Chapter, and also means a Unit that is let for residential use for the first time more than 180 days after the effective date of this Chapter.

H. "Nonsmoking Area" means any Enclosed Area or Unenclosed Area of a Duplex or Multi-Unit Residence in which Smoking is prohibited by: (1) this Chapter or other law; (2) by binding agreement relating to the ownership, occupancy, or use of real property; or (3) by designation of a person with legal control over the area. In the case of a smoking prohibition established only by private agreement/or designation and not by this Chapter or other law, it shall not be a violation of this Chapter for a person to engage in smoking or to allow smoking in that area unless: (1) the person knows that smoking is not permitted; or (2) a reasonable person would know that smoking is not permitted.

I. "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity, including government agencies.

J. "Rental Complex" means a multi-unit residence for which fifty percent (50%) or more of units are let by or on behalf of the same landlord.

K. "Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoke" includes, but is not limited to, tobacco smoke, electronic cigarette vapors, and marijuana smoke.

L. "Smoking" means engaging in an act that generates smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, an operating electronic cigarette or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind.

M. "Unenclosed Area" means any area that is not an enclosed area.

N. "Unit" means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities. "Unit" includes without limitation: an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a hotel or motel room; a room in a single room occupancy ("SRO") facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent; a single-family home; and an in-law or second unit. unit includes a new unit.

Section 9.55.020 No smoking permitted in common areas except in designated smoking areas.

A. Smoking is prohibited in all common areas pursuant to except that a person with legal control over a common area, such as, for example, a landlord or homeowners' association, may designate a portion of the common area as a designated smoking area provided that at all times the designated smoking area complies with paragraph B below.

B. a designated smoking area:

C. must be an unenclosed area.

D. Must be located away from any enclosed area that is a nonsmoking area. a person with legal control over a common area in which a designated smoking area has been designated shall modify, relocate or eliminate that designated smoking area so as to maintain compliance with the requirements of this Subsection D as laws change, as binding agreements are created, and as nonsmoking areas on neighboring property are established.

E. Must have a clearly marked perimeter.

F. Must be identified by conspicuous signs.

G. No Person with legal control over a Common Area in which Smoking is prohibited by this Chapter or other law shall knowingly permit the presence of ash trays, ash cans, or other receptacles designed for or primarily used for disposal of Smoking waste within the area.

H. Clear and unambiguous "No Smoking" signs shall be posted in efficient numbers and locations to make Common Areas where Smoking is prohibited by this Chapter or other law obvious to a reasonable person. The signs shall have letters of no less than one inch (1") in height or contain the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle crossed by a red bar). Such signs shall be maintained by the person or persons with legal control over the common areas. The absence of signs shall not be a defense to a violation of any provision of this Chapter

Section 9.55.030 No smoking permitted in exclusive-use unenclosed areas.  
Notwithstanding any other provision of this Chapter, smoking is prohibited in all exclusive-use unenclosed areas associated with a unit, such as, for example, a private balcony, porch, deck, or patio, even if smoking is allowed inside the unit.

Section 9.55.040 Duplexes: Nonsmoking designations.

A. The premises of a duplex, including units, enclosed areas, and unenclosed areas, must be designated either 100% nonsmoking or 100% smoking allowed. This designation must be made by the landlord of the duplex, or by the membership of the homeowner's association if the

duplex constitutes a common interest complex. for duplexes consisting of new units, this designation must be made by the person or persons causing the construction of the New Units prior to occupancy. This designation must be made by the landlord or homeowners' association.

B. Smoking in a designated nonsmoking unit or on the premises of a designated nonsmoking duplex is a violation of this Chapter as provided in Section \_\_\_\_\_.

Section 9.55.050 Common interest complex: Nonsmoking designations.

A. All new units of a common interest complex are hereby designated nonsmoking units; provided, however, that a lesser percentage of units may be designated nonsmoking units if a common interest complex fully complies with Subsection D below.

B. All units of a common interest complex that are not new units, must be designated nonsmoking units before [insert effective date of ordinance + 4 years]; provided, however, that a lesser percentage of units may be designated nonsmoking units if a common interest complex fully complies with Subsection E below.

C. Smoking in a designated nonsmoking unit is a violation of this Chapter as provided in \_\_\_\_\_.

D. The person or persons causing the construction of a common interest complex consisting of new units may choose to permanently designate fewer than one-hundred percent (100%), but no less than eighty percent (80%) of units as nonsmoking Units by fully complying with the requirements stated in Subsections 1 through 3 below. Otherwise Subsection A above shall apply.

1. The designation must take place prior to occupancy.

2. Where possible, best efforts shall be made to group nonsmoking units together, both horizontally and vertically, and physically separate them from units where smoking may be allowed.

3. Upon designation, the following must be submitted in accordance with Section \_\_\_\_\_:

i. a description of each designated nonsmoking unit sufficient to readily identify the unit: and

ii. a diagram depicting the location of the designated nonsmoking units in relation to all other units.

E. By a vote of the membership as provided in Subsection 1 below, a common interest complex may choose to designate fewer than one-hundred percent (100%) of units as nonsmoking units by fully complying with the requirements stated in subsections (1) through (4) below. Otherwise Subsection B above shall apply.

1. A vote by the membership on the threshold question of allowing less than one hundred percent (100%) of units to be designated nonsmoking units must take place. For units that are not new units the vote must take place before [insert effective dale of ordinance + 3 years and 270 days].

2. Up to one hundred percent (100%). but no less than eighty percent (80%). of units shall be permanently designated as nonsmoking Units.

3. Where possible, best efforts shall be made to group nonsmoking units together, both horizontally and vertically, and physically separate them from units where smoking may be allowed.

4. No later than [insert effective dale of ordinance + 4 years] the final designations for units that are not new units must be made and the following must be submitted in accordance with Section \_\_\_\_\_.

- i. a description of each designated nonsmoking unit sufficient to readily identify the Unit: and
- ii. A diagram depicting the location of the designated nonsmoking units in relation to all other units.

Section 9.55.060 Rental Complex: Nonsmoking designations.

- A. All new units of a rental complex are hereby designated nonsmoking units: provided, however that a lesser percentage of units in a multi-building rental complex may be designated nonsmoking units if a landlord fully complies with Subsection E below.
- B. All units of a rental complex that are not new units must be designated nonsmoking units before [insert effective date of ordinance + 4 years]; provided, however, that a lesser percentage of units in a multi-building rental complex may be designated nonsmoking units if a landlord fully complies with Subsection E below.
- C. Smoking in a designated nonsmoking unit is a violation of this Chapter as provided in Section \_\_\_\_\_.
- D. Except if a landlord fully complies with subsection (e) below, at least sixty (60) days before [insert effective date of ordinance + 4 years], the landlord shall provide each tenant with:
  - 1. a written notice clearly stating that all units, including the tenant's unit, are designated nonsmoking units, and that smoking in a unit will be illegal as of [insert date specified in Sec. \*9(b)]; and
  - 2. a copy of this Chapter.
- E. A Landlord may choose to designate fewer than one-hundred percent (100%) of units of a multi-building rental complex as nonsmoking units by fully complying with the requirements stated in Subsections 1 through 7 below. However, Subsections A through B above shall apply whenever a landlord takes no action or only partially complies with the requirements of this Subsection.
  - 1. The landlord shall permanently designate up to one hundred percent (100%) of units. but no less than eighty percent (80%) of units as nonsmoking units.
  - 2. For multi-building rental complexes, a landlord may designate one or more buildings of a multi-building rental complex to contain units where smoking may be allowed, but only if:
    - i. All units where smoking may be allowed shall be grouped together in the same building(s) of the multi-building rental complex, and no units where smoking may be allowed shall be located in the same building as nonsmoking units; and either
    - ii. The combined number of units within the buildings contain no more than twenty percent (20%) of the total number of units on the multi-building rental complex premises; or
    - iii. There is only one building that contains units where smoking may be allowed and that building contains the fewest number of units of any building in the multi-building rental complex, then it may be a smoking building even though it contains more than twenty percent (20%) of the total number of units.
  - 3. No later than [insert effective date of ordinance + 3 years and 270 days] a landlord who chooses to designate fewer than 100% of the units of a multi-building rental complex as nonsmoking shall submit the following in accordance with Section \_\_\_\_\_.

- i. a description of each designated nonsmoking unit sufficient to identify the unit; and
  - ii. A diagram depicting the location of the designated nonsmoking units in relation to all other units.
4. At least sixty (60) days before submitting the nonsmoking unit designations required by Subsection 3 above, the landlord shall provide each tenant with:
- i. a written notice of the proposed designations, clearly stating that smoking in a unit which is designated as a nonsmoking unit will be illegal as of ( insert date specified in Section \*9(b)). and inviting comments on the proposed designations of nonsmoking units within the requisite timeline;
  - ii. a diagram depicting the location of the designated nonsmoking units in relation to all other units; and
  - iii. a copy of this Chapter.
5. A Landlord may modify the proposed designations based upon comments received from tenants.
6. At least thirty (30) days before submitting the final designations of nonsmoking units required by Subsection 3 above, the Landlord shall provide all tenants written notice of the final designations clearly stating that smoking in a designated nonsmoking unit will be illegal as of [insert date specified in Section \*9(b)]; and a copy of the final documents that will be submitted pursuant to Section \_\_\_\_\_ of this Chapter. These final designations may differ from the proposed designations on which tenants were invited to comment.
7. A unit in a rental complex for which a landlord is required to submit information pursuant to Section \_\_\_\_\_ of this Chapter, but for which such information, for any reason, is not fully and timely submitted is hereby designated as a nonsmoking Unit as of [insert effective date of ordinance + 4 years ].

Section 9.55.070 Required and implied lease terms for all new and existing units in rental complexes.

A. Every lease or other rental agreement for the occupancy of a unit in a rental complex, including, for example, New units and existing units, entered into, renewed, or continued month-to-month after [insert effective date of ordinance]. shall include the provisions set forth in subsection (b) below on the earliest possible date when such an amendment is allowable by law when providing the minimum legal notice.

B. Every lease or other rental agreement for the occupancy of a unit in a rental complex, including, for example, new units and existing units, entered into, renewed, or continued month-to-month after [insert effective date of ordinance] shall be amended to include the following provisions:

1. A clause providing that as of [insert effective date of ordinance] for New Units and as of [insert effective date of ordinance + 4 years] for units that are not new units, it is a material breach of the agreement to allow or engage in smoking in the unit unless the landlord has supplied written notice that the unit has not been designated a nonsmoking unit and no other prohibition against smoking applies. such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in the unit as of [insert effective date of ordinance] for new units and as of [insert effective date of ordinance + 4 years] for units that are not new units unless landlord has provided written notice that the unit has not been designated a nonsmoking unit and smoking in the unit is not otherwise prohibited by this

agreement, other agreements, or by law."

2. A clause providing that it is a material breach of the agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in any common area of the property other than a designated smoking area. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in any common area of the property, except in an outdoor designated smoking area, if one exists".

3. A clause providing that it is a material breach of the agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to violate any law regulating smoking while anywhere on the property. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to violate any law regulating smoking while anywhere on the property".

4. A clause expressly conveying third-party beneficiary status to all occupants of the rental complex as to the smoking provisions of the agreement. Such a clause might state, "Other occupants of the property are express third-party beneficiaries of those provisions in this agreement that concern smoking. As such, other occupants of the property may seek to enforce such provisions by any lawful means, including by bringing a civil action in a court of law".

C. Whether or not a landlord complies with Subsections A and B above, the clauses required by those subsections shall be implied and incorporated by law into every agreement to which Subsections A and B apply and shall become effective as of the earliest possible date on which the landlord could have made the insertions pursuant to subsections (a) or (b).

D. A tenant who breaches a smoking provision of a lease or other rental agreement for the occupancy of a unit in a rental complex, or who knowingly permits any other person subject to the control of the tenant or present by invitation or permission of the tenant, shall be liable for the breach to: (i) the landlord; and (ii) any occupant of the rental complex who is exposed to smoke or who suffers damages as a result of the breach.

E. This Chapter shall not create additional liability in a landlord to any person for a tenant's breach of any smoking provision in a lease or other rental agreement for the occupancy of a unit in a rental complex if the landlord has fully complied with this Section and \_\_\_\_\_.

F. Failure to enforce any smoking provision required by this Chapter shall not affect the right to enforce such provision in the future, nor shall a waiver of any breach constitute a waiver of any subsequent breach or a waiver of the provision itself,

Section 9.55.080 Disclosure of smoking allowed units.

A. A landlord of a rental complex with less than one hundred percent (100%) nonsmoking units shall provide to every prospective tenant, prior to entering into a new lease or other rental agreement for the occupancy of a unit in a rental complex, a copy of the designation documents submitted pursuant to \_\_\_\_\_ describing each designated nonsmoking unit with an accompanying diagram depicting the location of nonsmoking units in relation to all other units and any designated smoking areas.

B. A seller of a rental complex or a unit in a common interest complex shall disclose to every prospective buyer, prior to sale, whether smoking may be allowed in the unit(s), and shall provide to the buyer a diagram depicting the location of nonsmoking units in relation to all other units and any designated smoking areas.

Section 9.55.090 Smoking prohibited by law in certain areas.

A. Smoking in a Common Area, on or after [insert effective date of ordinance], other than in a designated Smoking area established pursuant to Section \_\_\_\_\_], is a violation of this Chapter.

B. Smoking in a designated nonsmoking Unit, on or after [ insert effective date of ordinance], is a violation of this chapter.

C. No Person shall engage in Smoking in any Nonsmoking Area.

D. \_\_\_\_\_ No Person with legal control over any Nonsmoking Area shall permit Smoking in the Nonsmoking Area, except as provided in \_\_\_\_\_.

Section 9.55.100 Procedures and requirements for mandated submissions.

A. Submissions required by this Chapter must be received by [insert the municipal office or official who will administer the record-keeping requirements of the ordinance] on or before any applicable by this Chapter and such other materials and information as [insert the designated municipal office or official] deems necessary for the administration and enforcement of this Chapter.

B. All due date. The submissions shall include all material and information required material and information submitted pursuant to this Chapter constitute disclosable public records and are not private or confidential.

Section 9.55.110 Smoking and smoke generally.

A. The provisions of this Chapter are restrictive only and establish no new rights for a Person who engages in Smoking. Notwithstanding (i) any provision of this Chapter or other provisions of this Code, (ii) any failure by any Person to restrict Smoking under this Chapter, or (iii) any explicit or implicit provision of this Code that allows Smoking in any place, nothing in this Code shall be interpreted to limit any Person's legal rights under other laws with regard to Smoking, including, for example, rights in nuisance, trespass, property damage, and personal injury or other legal or equitable-principles.

B. For all purposes within the jurisdiction of the City of National City, nonconsensual exposure to Smoke is a nuisance, and the uninvited presence of Smoke on residential property is a nuisance and a trespass.

Section 9.55.120 Penalties and enforcement.

A. The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

B. Every instance of Smoking in violation of this Chapter is an infraction subject to a one hundred dollar (\$100) fine. Other violations of this Chapter may, in the discretion of the City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require. Enforcement of this Chapter shall be the responsibility of \_\_\_\_\_. In addition, any peace officer or code enforcement official also may enforce this Chapter.

C. Violations of this Chapter are subject to a civil action brought by the City of National City, punishable by a civil fine not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) per violation.

D. No Person shall intimidate, harass, or otherwise retaliate against any Person who seeks compliance with this Chapter. Moreover, no Person shall intentionally or recklessly expose another Person to Smoke in response to that Person's effort to achieve compliance with

this Chapter. Violation of this subsection shall constitute a misdemeanor.

E. Causing, permitting, aiding, or abetting a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

F. Any violation of this Chapter is hereby declared to be a public nuisance.

G. In addition to other remedies provided by this Chapter or otherwise available at law or in equity, any violation of this Chapter may be remedied by a civil action brought by the City Attorney, including, without limitation, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

H. Except as otherwise provided, enforcement of this Chapter is at the sole discretion of the City of National City. Nothing in this Chapter shall create a right of action in any Person against the City of National City or its agents to compel public enforcement of this Chapter against private parties.

Section 9.55.030 Private enforcement.

A. Any Person, including a legal entity or organization or a government agency, acting for the interests of itself, its members, or the general public may bring a civil action to enforce this Chapter. Upon proof of a violation, a court shall award the following:

1. Damages in the amount of either:

i. upon proof, actual damages; or

ii. with insufficient or no proof of damages, \$500 for each violation of

this Chapter (hereinafter "Statutory Damages"). Each day of a continuing violation shall constitute a separate violation. Notwithstanding any other provision of this Chapter, no Person suing on behalf of the general public shall recover Statutory Damages based upon a violation of this Chapter if a previous claim brought on behalf of the general public by another Person for Statutory Damages and based upon the same violation has been adjudicated, whether or not the Person bringing the subsequent claim was a party to the prior adjudication.

2. Exemplary damages, where it is proven by clear and convincing evidence that the defendant is guilty of oppression, fraud, malice, retaliation, or a conscious disregard for the public health.

B. The Person may also bring a civil action to enforce this Chapter by way of a conditional judgment or an injunction. Upon proof of a violation, a court shall issue a conditional judgment or an injunction.

C. Notwithstanding any legal or equitable bar against a Person seeking relief on its own behalf, a Person may bring an action to enforce this Chapter solely on behalf of the general public. When a Person brings an action solely on behalf of the general public, nothing about such an action shall act to preclude or bar the Person from bringing a subsequent action based upon the same facts but seeking relief on his, her or its own behalf.

D. Nothing in this Chapter prohibits a Person from bringing a civil action in small claims court to enforce this Chapter, so long as the amount in demand and the type of relief sought are within the jurisdictional requirements of that court.

Section 9.55.140 Severability. It is the intent of the City Council of the City of National City to supplement applicable state and federal law and not to duplicate or contradict such law, and this Ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining



sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of National City hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia G. Silva  
City Attorney



March 11, 2014

Honorable Mayor Ron Morrison  
and National City Councilmembers  
1243 National City Boulevard  
National City, CA 91950

Dear Mayor Morrison and Councilmembers:

On behalf of the 2,000 members of the Pacific Southwest Association of REALTORS, I want to express our strong opposition to a draft ordinance that would create confusing rules and guidelines for smoking in multi-family properties including condominium properties owned by private individuals.

The draft ordinance is deficient in the following areas:

- There is no smoking-related data for National City to measure the benefits v. costs of the ordinance
- It's unclear where the enforcement will occur within the city's departments (see page 11 B)
- It gives third parties the ability to sue without giving a city agency the ability to review and resolve charges (see page 12 A-D)

Our industry already has the tools to resolve smoking related complaints without requiring the adoption of additional local ordinances. Property managers have the authority to regulate smoking in their apartment complexes and are familiar with state statutes regulating lawful tenants (those that sign the rental agreement) since the California Association of REALTORS included a check off in their standard rental form that asks if a tenant plans to smoke in their unit. As of June 1, 2012, Senate Bill 332 (Chapter 264, Statutes of 2011), became state law and authorizes rental property owners to prohibit and/or restrict smoking of tobacco products on their properties. This law is having a significant impact on restricting tobacco use in residential projects. We have attached a copy of the rental form with that language.

Property managers and landlords also have the power to evict tenants that pose a nuisance to other tenants if they ignore apartment owners' rules that outline where smoking can occur in common areas outside of residences.

Homeowner associations also have guidelines regarding where common interest (condo) owners can smoke in common areas outside of residential units.

With all these guidelines that are currently being enforced by apartment managers and common interest property management firms, our Association and its members do not see a need for additional regulations being adopted by the city since standards are currently in place for regulating smoking on multi-family properties.

We request the Mayor and City Council to reject the boiler plate generic ordinance that has been circulated by the American Lung Association to your city and throughout the United States in their hopes that cities will adopt such ordinances without looking at the restrictions that private property owners and managers already have in place to regulate activities that occur on their properties.

We ask the city to verify information that should be known before the city proceeds with an ordinance including the following:

1. Is there a database of smoking complaints in the code enforcement or public safety departments your National City staff can provide to show this is a major issue?
2. With the declining number of smokers in the region, does the city expect to accomplish the Lung Association's goal of 100% no smoking in multifamily housing with housing penalties versus providing better education via a public information campaign?
3. There appear to be sufficient regulations at the state level for rental housing and common interest managers to use to limit smoking in multi-family complexes which don't create a higher liability for the property manager, so why does National City need a new ordinance when they should utilize and encourage the use of tools that are already available at the state level?
4. How will the issues of protection of medical marijuana users be handled by the city since it's typically smoked?
5. Does National City have the staffing to follow up on smoking complaints and what are the steps they might follow to provide an initial warning and referral of violators to participate in smoking cessation programs?
6. The restrictions on ownership units cannot be implemented by an HOA since the HOA cannot designate which owners can or cannot smoke in their units but can already regulate the location of common areas for smoking or no smoking.
7. Has the Building Industry Association provided a reply to the requirement for the recommended 100% smoking ban for newly constructed units? If so, what was their response?
8. Does the City Council understand that the civil penalty included in the ordinance will empower the Lung Association to sue property owners and tenants increasing housing costs if property owners or managers have to defend themselves from frivolous lawsuits?

We appreciate the Mayor and City Council's support of our request to abandon the draft ordinance and work with our Association members and members of the San Diego County Apartment Association in a partnership with the private sector to monitor our industries current regulation of smoking activities that occur on their private properties.

Thank you for your consideration of our request.

Sincerely,

*Robert Oliveri*

Robert Oliveri, President  
Pacific Southwest Association of REALTORS

cc: San Diego County Apartment Association  
Building Industry of San Diego  
California Association of REALTORS

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

**MEETING DATE:** September 16, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Presentation: National City Public Library, 2014-2019 Strategic Plan (Library)

**PREPARED BY:** Gloria Olivares

**DEPARTMENT:** Library

**PHONE:** 470-5800

**APPROVED BY:** 

**EXPLANATION:**

In light of the WINGS program ending in June 2014, this new strategic plan will provide a cohesive vision and direction for the Library to move forward in the next five years.

See attached Library Strategic Plan.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

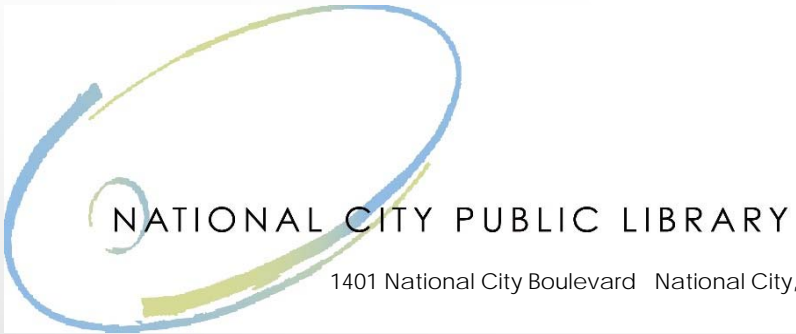
**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

Presented and approved by the Library Board on September 8, 2014.

**ATTACHMENTS:**

Library Strategic Plan



NATIONAL CITY PUBLIC LIBRARY

1401 National City Boulevard National City, CA 91950 619-470-5800

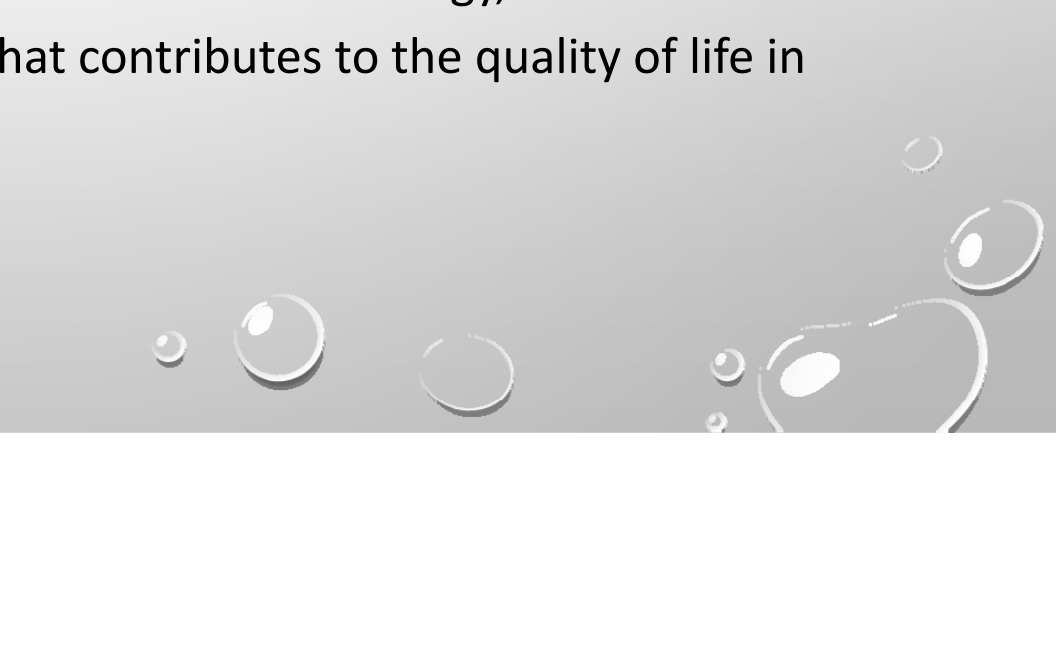
# LIBRARY STRATEGIC PLAN



## **MISSION STATEMENT**

Recognizing the cultural, linguistic and economic diversity of our community, the National City Public Library serves the informational, educational, social and recreational needs of all the residents of the community.

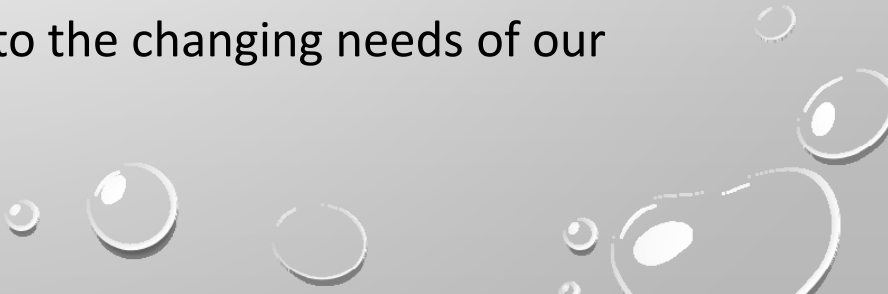
We support lifelong learning, personal enrichment and empowerment by providing access to a variety of materials and current technology, a courteous and expert staff, and a friendly environment that contributes to the quality of life in National City.





# VISION AND VALUES

## VISION

- We strive to be a vital place where people can learn, participate, connect, discover, and grow.
  - We embrace the rich heritage of our community.
  - We ensure freedom of access to information and knowledge.
  - We anticipate and endeavor to be responsive to the changing needs of our patrons.
- 

# VISION AND VALUES

## Core Values

## P-R-I-D-E

**P**eople - welcoming place where everyone can gain free access to resources, where diversity and equality are honored.

**R**espect — for our colleagues, volunteers, and patrons. Trust, Integrity, and Honesty.

**I**nnovation — exploring new and innovative ways of doing things better and doing better things.

**D**edication — we take personal responsibility in delivering excellence through continuous improvements.

**E**nthusiasm — We love our work and teamwork. We think positive. We embrace changes and approach challenges as opportunities to grow.



### *We Pledge to Provide...*

#### *Commitment*

*We strive for excellence, as we serve the public and each other with integrity, compassion, responsiveness, and professionalism.*

#### *Customer Service*

*Provide excellent service to residents, businesses, visitors, and colleagues.*

#### *Courtesy*

*We treat everyone with dignity and respect.*

#### *Communication*

*Communicate openly, honestly, and with clear, consistent messages.*

#### *Collaboration*

*We work to achieve common goals and value our differences.*



## **Objective 1: Evaluate Community Needs and Expectations**

Assess and understand what the community needs, where and how they need to receive services, and how they will utilize the Library to meet their needs.

**Goal 1:** Conduct a needs assessment that looks at the needs of the WHOLE community of the City of National City

**Goal 2:** Institute ongoing customer service surveys/assessment (online and paper) to gauge customer satisfaction with services offered/received



## **Objective 2: Encourage Use of Library as a Community Gathering Place**

Ensure the Library is a space where community members come to safely participate in social gatherings, celebrate the cultural heritage of the City of National City, as well as utilize the resources available to them.



**Goal 1:** Offer a variety of social programs that create a space for community members to enjoy themselves, network, build relationships, and celebrate the cultural heritage of the community

**Goal 2:** Ensure the facility is well-maintained (suitable lighting for a library, regular cleaning and building maintenance/repair/upgrade)

**Goal 3:** Increase safety and security measures for library users and staff (Security Guard, Surveillance Cameras)

**Goal 4:** Improve library signage for way-finding

## **Objective 2: Encourage Use of Library as a Community Gathering Place**

Ensure the Library is a space where community members come to safely participate in social gatherings, celebrate the cultural heritage of the City of National City, as well as utilize the resources available to them.



**Goal 5:** Expand shelving space

**Goal 6:** Expand library's outdoor spaces to allow for physical fitness and outdoor programming

**Goal 7:** Create gallery space to exhibit/display children's and local artists' artwork and collaborate with ARTS (A Reason To Survive)

**Goal 8:** Raise user awareness of library rules and regulations

**Goal 9:** Cultivate a stakeholder attitude among users

### **Objective 3: Achieve Fiscal Sustainability**

Increase the resources the library has access to in order to support the ongoing efforts to improve and enhance library services



**Goal 1:** Pursue additional grants that specifically support our strategic efforts to improve and enhance library services

**Goal 2:** Consider opportunities for generating revenue

**Goal 3:** Partner with non-profit organizations to gain funds through their fundraising efforts

**Goal 4:** Improve staffing to better support the Library's ability to serve the community

## **Objective 4: Deliver High Quality Service to Users**

Maintain current services and increase/enhance services and programming to better serve the community



**Goal 1:** Design and offer programs and services that meet the needs of the community, as ascertained via the needs assessment conducted under Objective 1

**Goal 2:** Reinstate services that have been eliminated or paused due to reduced staffing/resources (i.e. Local History Room) which are in alignment with the needs of the community as expressed through the needs assessment conducted under Objective 1

## **Objective 4: Deliver High Quality Service to Users**

Maintain current services and increase/enhance services and programming to better serve the community

**Goal 3:** Offer training and development opportunities for staff to increase their knowledge and capabilities to create and deliver programs/services and expand their knowledge of best library practices

**Goal 4:** Maintain a current and up-to-date collection

**Goal 5:** Expand computer and Internet access to all areas

## **Objective 4: Deliver High Quality Service to Users**

Maintain current services and increase/enhance services and programming to better serve the community

**Goal 6:** Expand efforts to enhance technology in terms of online access/support, mobile applications, Wi-Fi access, and computer/technology assistance to customers

**Goal 7:** Update the Library's Technology Plan to avail of significant E-rate discounts provided by the Federal Communications Commission (FCC) to libraries that use telecommunications and information technology to improve library services

## **Objective 5: Strengthen Library's Visibility in the Community**

Increase awareness of library services and opportunities and engage in mutually beneficial partnerships with community organizations



**Goal 1:** Expand marketing efforts to increase awareness of events, programs, and services at the Library

**Goal 2:** Increase the number of collaborative partnerships with other agencies, libraries, or organizations to share resources and expand services

**Goal 3:** Investigate use of technological tools such as mobile apps (email notification, text messaging), blog, and social media to stay more connected with users across all walks of life

**Goal 4:** Increase community involvement and engagement in the delivery of library services (i.e. create a Volunteer Corps/Club)





# **LIBRARY STRATEGIC PLAN**

**QUESTIONS ?**

